

VIEW MEETING

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MEETING MATERIAL

The on-line version of the agenda and associated material is available at <http://bospublicmeetings.saccounty.net>. Some documents may not be posted on-line because of size or format (maps, site plans, renderings). Contact the Clerk's Office at (916) 874-5411 to obtain copies of documents.

ACCOMMODATIONS

The on-line version of the agenda and associated material is available at <http://bospublicmeetings.saccounty.net>. Some documents may not be posted on-line because of size or format (maps, site plans, renderings). Contact the Clerk's Office at (916) 874-5411 to obtain copies of documents.

**THE BOARD OF SUPERVISORS WILL TAKE A
LUNCH BREAK BETWEEN 12:00 PM AND 2:00 PM**

ROLL CALL

PLEDGE OF ALLEGIANCE

CLERK TO ANNOUNCE VACANCIES TO THE FOLLOWING:

(Please See Pages 12 Through 15 For Further Information)
Equal Employment Opportunity Advisory Committee
Human Services Coordinating Council
Law Library – Board of Trustees
Maternal, Child & Adolescent Health Advisory Board
North Highlands/Foothill Farms Community Planning Advisory Council
Sacramento County Mental Health Board
Sacramento Housing and Redevelopment Commission

Section I - Consent Matters
(Items 1 - 34)

THE CONSENT MATTERS ARE ACTED UPON AS ONE UNIT
IF AN ITEM IS TAKEN OFF THE CONSENT CALENDAR FOR
DISCUSSION IT WILL BE HEARD AT 2:00 PM

1. Approval Of Outstanding Vendor Claims/Invoices Received (Clerk of the Board)

COUNTY EXECUTIVE

2. Retroactive Authorization To Implement Public Parking Rate Reductions And Restore Parking Rates At Sacramento International Airport In Response To Emergency Economic Conditions (Airports)
Supervisorial District(s): Serna
3. Retroactive Authorization To Execute The First Amendment To The Agreement For Air Traffic Services With Serco, Inc., At Mather Airport For A Maximum Cost Of \$555,911 (Airports)
Supervisorial District(s): Nottoli
4. Certify Sixteen County Of Sacramento Mello-Roos Community Facilities District Annual Reports For The Fiscal Year Ending June 30, 2020 (Budget and Debt Management)
Supervisorial District(s): All
5. Adoption Of The Proposed Conflict Of Interest Code Of The Folsom Cordova Unified School District (Clerk of the Board)
Supervisorial District(s): Frost
6. Retroactive Authority To Apply For And Accept The Federal Fiscal Year 2020 Emergency Management Performance Grant In The Amount Of \$436,100 For The Period Of July 1, 2020 Through June 30, 2022 (Office of Emergency Services)
Supervisorial District(s): All

GENERAL GOVERNMENT SERVICES

7. Increase The Low Value Exemption Limit For Possessory Interest Parcels To \$19,000 (Assessor)
Supervisorial District(s): All

8. Delegation Of Investment Authority To The Director Of Finance And Approval Of The Annual Investment Policy Of The Pooled Investment Fund For Calendar Year 2021 (Finance)
Supervisorial District(s): All

9. Retroactive Authorization To Extend The Contracts With Western States Fire Protection, Tri Signal Integration, Inc., Cosco Fire Protection, And Johnson Controls Fire Protection For Fire Prevention Services In The Amount Of \$75,500 For The Period Of November 1, 2020 Through February 28, 2021 (General Services)
Supervisorial District(s): All

10. Approve A Five-Year Extension To Parking Access Revenue Control System Network Hosting Services Agreement With The City Of Sacramento And Authorize The Director Of General Services To Execute A Supplemental Agreement For The Period Of July 1, 2021 Through June 30, 2026 (General Services)
Supervisorial District(s): All

11. Authorize The Execution Of Lease Agreement No. 1873 For The Sacramento Sheriff's Office At 3750 Bradview Drive; Environmental Document: Categorical Exemption (Control No. PLER2020-00082) (General Services)
Supervisorial District(s): Nottoli

12. Authorization To Execute A Five-Year Amendment To The 2015 Master Agreement With David Corporation, Inc., A Ventiv Technology Company, Not To Exceed \$1,059,000.12 For Software Licensing, System Enhancements And Upgrades And Annual Support/Maintenance Fees For The County's Workers' Compensation And Liability Claims Programs Effective January 1, 2021 Through December 31, 2025 (Personnel Services)
Supervisorial District(s): All

13. Authority To Amend And Increase The Agreement With Navex Global, Inc., To \$138,000 For The Period Of June 1, 2018 Through May 31, 2022, For On-Line Discrimination And Harassment Prevention Training For Employees And Supervisors (AB 1825) (Personnel Services)
Supervisorial District(s): All

HEALTH AND SOCIAL SERVICES

14. Retroactive Approval To Apply For The Local Oversight Program Grant From California's State Water Resources Control Board, With Grant Funds Not To Exceed \$574,000 (Environmental Management)
Supervisory District(s): All

15. Authority To Execute An Expenditure Agreement With Central Star Behavioral Health, Inc., In The Amount Of \$1,150,000 From The Date Of Board Approval Through June 30, 2021, For The Provision Of Drug Medi-Cal Organized Delivery System Outpatient And Intensive Outpatient Treatment Services (Health Services)
Supervisory District(s): All

16. Authority To Execute A Revenue Agreement With CARES Foundation In The Amount Of \$185,000 For The Term Beginning January 1, 2021 Through December 31, 2021, For HIV Pre-exposure Prophylaxis Navigator Services (Health Services)
Supervisory District(s): All

17. Authority To Amend And Increase The Expenditure Agreement With Runyon Saltzman, Inc., In The Amount Of \$3,000,000 For The Term Ending June 30, 2023, To Provide Increased Media Consulting Services (Health Services)
Supervisory District(s): All

18. Approve A Salary Resolution Amendment (SRA No. 2021-031B) And The Conflict Of Interest Code To Add 12.0 FTE Limited Term Positions And 1.0 FTE Permanent Position To The Department Of Health Services Program, Epidemiology And Laboratory Capacity (ELC Enhancing Detection Program), And The Communicable Disease Control Program; And Approve An Appropriation Adjustment Request In The Amount Of \$3,306,711 (AAR No. 2021-2010) (Health Services)
Supervisory District(s): All

LAW AND JUSTICE

19. Authorization To Execute An Operational Agreement With Crime Victims Assistance Network I-CAN For Mutual Collaboration Regarding Services To Victims Of Crime For The Period Of January 1, 2021 Through December 31, 2024 (Sheriff)
Supervisory District(s): All

20. Authorization To Execute A Personal Services Agreement With Scott Thorne In The Amount Of \$83,000 For The Period Of January 1, 2021 Through December 31, 2021 (Sheriff)
Supervisory District(s): All

21. Authorization To Accept Improving Criminal Justice Responses To Domestic Violence, Dating Violence, Sexual Assault, And Stalking Grant Funding From The U.S. Department Of Justice In The Amount Of \$999,735 For The Retroactive Period Of October 1, 2020 Through September 30, 2023; Approve The Appropriation Adjustment Request, And Authorization To Execute An Agreement With Women Escaping A Violent Environment For Victim Services (AAR No. 2021-2009) (Sheriff)
Supervisory District(s): All

22. Authorization To Execute A Revenue Agreement With Data Ticket, Inc., For Parking Citation Processing Services And Software For The Period Of January 1, 2021 Through December 31, 2024 (Sheriff)
Supervisory District(s): All

UNINCORPORATED COUNTY

23. PLER2020-00105. Resolution Establishing The General Plan Amendment Hearing Rounds For Calendar Year 2021 And Beyond (Planning and Environmental Review)
Supervisory District(s): All

24. **NOTE: THIS ITEM WILL BE CONTINUED**
PLNP2019-00198. Zoning Code And County Code Amendments Related To Industrial Hemp. Zoning Ordinance Amendment To Chapters 3 And 7 Of The Sacramento County Zoning Code And Addition Of Chapter 6.87 To The County Code Relating To Industrial Hemp (Waive Full Reading And Continue To December 15, 2020 For Adoption); Applicant: County Of Sacramento; Countywide; Environmental Determination: Exempt (Continued From November 17, 2020; Item No. 48) (Planning and Environmental Review)
Supervisory District(s): All

25. Authority To Enter Into A Memorandum Of Understanding With The City Of Rancho Cordova For The American River Ranch Parking Lot And Road Projects In An Amount Not To Exceed \$866,231 (Regional Parks)
Supervisory District(s): Nottoli

**BOARD OF SUPERVISORS
AND
HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO
(Directors: S. Frost, P. Kennedy, D. Nottoli, S. Peters, P. Serna)**

- 26. Approval Of Compensation Recommendations For Unrepresented Sacramento Housing And Redevelopment Agency Employees (Sacramento Housing and Redevelopment Agency)
Supervisorial District(s): All

BOARD OF SUPERVISORS

- 27. Contract No. 4511 "Folsom Boulevard Complete Streets Phase 1," Bids To Be Received On January 21, 2021; Environmental Document: Mitigated Negative Declaration (Control No. PLER2018-00023) (Transportation)
Supervisorial District(s): Nottoli
- 28. Authority To Execute Amendment No. 2 To Agreement No. 81445 With LES Project Holdings, LLC, For On-Call Maintenance, Repair, And Modification Of Landfill Gas Collection And Flaring Systems Allowing The Immediate Expenditure Of \$100,000 With No Change To The Maximum Total Payment Amount (Waste Management and Recycling)
Supervisorial District(s): Nottoli

COUNTY COUNSEL

- 29. Appointment Of Ann Edwards As Acting County Executive (County Counsel)
Supervisorial District(s): All

RECOMMENDATIONS OF THE BOARD OF SUPERVISORS

- 30. Resolution Congratulating Cosumnes CSD Fire Chief Michael W. McLaughlin On The Occasion Of His Retirement
Supervisorial District(s): Nottoli
- 31. Ratification Of Appointment Of Lieutenant Brad Rose To The Sacramento County Alcohol And Drug Advisory Board

- 32. Ratification Of Appointment Of Tracy Thomas And Reappointments Of Melody Law, Dennis Poupart, Judy Vang, Kristina Kendricks-Clark, Tracy Jenkins, Linda Ryan, Derek Puro, Kaye Pulupa, Ronnie Miranda, Robyn Learned, And Larry Dyer To The HIV Health Services Planning Council

- 33. Request From Supervisor Serna For The Board Of Supervisors To Consider Adoption Of Proposed Urgency Ordinance, "Sacramento County Worker Protection, Health, And Safety Act Of 2020"; In The Alternative, The Board Of Supervisors Should Consider This Proposed Ordinance As A Regular Ordinance, Which Would Take Effect Within Thirty (30) Days Of Passage (Serna)

- 34. APPOINTMENTS
 Assessment Appeals Board – David Gau
 Sacramento County Treasury Oversight Committee – Angelica Hernandez
 Sacramento Housing and Redevelopment Commission – Gale Morgan
 Vineyard Area Community Planning Advisory Council – Emily Brantley

Section II - Timed Matters

 TIMED MATTERS CANNOT BE ACTED UPON
 BEFORE THE SCHEDULED TIME. TIME MATTERS WILL BE
 HEARD AS CLOSE TO THE TIME SCHEDULED AS POSSIBLE.

HEARING MATTERS

- 35. 9:45 AM -- Introduce An Ordinance Adding Title 2 Of The Sacramento County Code Establishing County Health Authority To Expand Sacramento County's Oversight Over The Quality, Cost And Access To Medi-Cal Services In The County, Waive Full Reading Of The Ordinance, And Continue To December 15, 2020, For Adoption (Health Services)
 Supervisorial District(s): All
 Impact Area(s): Countywide

- 36. 10:15 AM -- Report On COVID-19 Response And Approval Of Urgency Ordinance Allowing Enforcement Of The Public Health Order (Continued From November 17, 2020; Item No. 43) (Health Services)
 Supervisorial District(s): All
 Impact Area(s): Countywide

- 37. 11:00 AM -- The Blue Ribbon Commission On The Establishment Of A Sacramento County Women's Commission Presentation (Blue Ribbon Women's Commission)
Supervisory District(s): All
Impact Area(s): Countywide

- 38. 11:15 AM -- Delegate Authority To The Director Of Airports To Approve Retroactive Amendments To Agreements With Airport Tenants Through December 31, 2021, As A Result Of The Continuing Travel Impacts From The Novel Coronavirus Pandemic (Continued From November 3, 2020; Item No. 3) (Airports)
Supervisory District(s): All
Impact Area(s): Countywide

- 39. 11:30 AM -- Adopt Ordinance Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections (Waived Full Reading On October 6, 2020; Item No. 41) (Continued From November 17, 2020; Item No. 45) (Clerk of the Board)
Supervisory District(s): All
Impact Area(s): Countywide

**THE BOARD OF SUPERVISORS WILL HOLD A CLOSED SESSION AS THE AGENDA SCHEDULE PERMITS TO DISCUSS THE FOLLOWING:
SEE PAGE 15 FOR CLOSED SESSION ITEMS SCHEDULED**

2:00 PM - CONSENT MATTERS HELD FROM THE MORNING SESSION FOR CONSIDERATION/DISCUSSION

- 40. 2:00 PM -- Proposition 218 Public Hearing Regarding Solid Waste Residential Rates And Resolution To Increase Solid Waste Residential Rates (Waste Management and Recycling)
Supervisory District(s): All
Impact Area(s): Countywide

- 41. 2:45 PM -- Fiscal Year 2018-19 Annual Report On The Black Child Legacy Campaign (Child, Family, and Adult Services)
Supervisory District(s): All
Impact Area(s): Countywide

Section III - Separate Matters

SEPARATE MATTERS WILL BE ACTED UPON
AS THE HEARING SCHEDULE PERMITS

BOARD OF SUPERVISORS

- 42. BOARD TO CONSIDER NOMINATIONS TO THE FOLLOWING:
 - Adult and Aging Commission
 - Area 4 Agency on Aging - Advisory Council
 - Carmichael/Old Foothill Farms Community Planning Advisory Council
 - Cemetery Advisory Commission
 - Children’s Coalition
 - Cordova Community Planning Advisory Council
 - County Planning Commission
 - County Service Area #4B-Sloughouse/Wilton/Cosumnes
 - County Service Area #4C - Delta
 - Delta Citizens Municipal Advisory Council
 - Developmental Disabilities Planning and Advisory Council
 - Disability Advisory Commission
 - Equal Employment Opportunity Advisory Committee
 - Galt-Arno Cemetery District
 - Locke Management Association
 - Public Health Advisory Board
 - Recreation and Park Commission
 - Sacramento County Alcohol and Drug Advisory Board
 - Sacramento County Mental Health Board
 - Sacramento County Treasury Oversight Committee
 - Sacramento County Youth Commission
 - Sacramento Environmental Commission
 - South Sacramento Area Community Planning Advisory Council
 - Southeast Area Community Planning Advisory Council
 - Sunrise Recreation and Park District
 - Vineyard Area Community Planning Advisory Council

43. COUNTY EXECUTIVE COMMENTS

44. SUPERVISOR COMMENTS, REPORTS AND ANNOUNCEMENTS

Section IV - Miscellaneous Matters

MISCELLANEOUS MATTERS ARE NON-ACTION
ITEMS LISTED FOR THE RECORD ONLY

**Communications Received And Filed In Accordance
With Resolution No. 83-1346**

45. City Of Sacramento Finance Department - City Of Sacramento Aggie Square Enhanced Infrastructure Financing District Resolution Of Intention (Copies To Planning And Environmental Review Department, Finance Department, And Each Board Member)
46. MODUS, LLC c/o Verizon Wireless - Notice Of Telecom Construction Of Wireless Small Cell Communication Equipment And Antenna Array On The Public Right-Of-Way Near 724 7th Street, Sacramento (Copies To Each Board Member)
47. MODUS, LLC c/o Verizon Wireless - Notice Of Telecom Construction Of Wireless Small Cell Communication Equipment And Antenna Array On The Public Right-Of-Way Near 730 I Street, Sacramento (Copies To Each Board Member)
48. Sacramento County Department Of Transportation - Receive And File The Sacramento County Transportation Development Fee And Transit Impact Fee Annual (Fiscal Year 2019-20) And Five Year Reports, And The Sacramento County Transportation Development Fee Administrative Fee Annual Report (Fiscal Year 2019-20) (Copies To Each Board Member)
49. Sacramento County Sheriff's Department - Inmate Welfare Fund Annual Report For Fiscal Year 2019-2020 (Copies To Each Board Member)
50. State Of California Board Of Forestry And Fire Protection - Resolution Temporarily Suspending The Board's Process For Certifying Local Ordinances As Equaling Or Exceeding The Board's Fire Safe Regulations That Apply In The State Responsibility Area (SRA) (Copies To County Executive, Office Of The Emergency Services, County Counsel And Each Board Member)
51. State Of California Department Of California Highway Patrol - Notice Of A Hazardous Materials Incident That Occurred On November 13, 2020, On The Corner Of Main Avenue And Greenback Lane, Sacramento (Copies To Each Board Member)

52. State Of California Department Of Parks And Recreation Office Of Historic Preservation - National Register Of Historic Places Nomination For North Sacramento School
(Copies To Each Board Member)

53. State Of California Department Of Parks And Recreation Office Of Historic Preservation - National Register Of Historic Places Nomination For Thomas Jefferson School
(Copies To Each Board Member)

54. State Of California Fish And Game Commission - 15 Day Notice To All Interested And Affected Parties Relating To Simplification Of Statewide Inland Sport Fishing Regulation Adopted On October 14, 2020
(Copies To Each Board Member)

WARN NOTICES/BUSINESS CLOSURES

55. TriWest Healthcare Alliance - Amendment To Worker Adjustment And Retraining Notification Act (WARN) Notice Of Furlough Dated April 20, 2020 That Additional 32 Staff Members Telecommuting From Rancho Cordova, CA, Will Be Permanently Laid Off As Of December 31, 2020
(Copies To Department Of Economic Development; Each Board Member)

APPLICATIONS FOR THE FOLLOWING VACANCIES MAY BE OBTAINED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, SUITE 2450, COUNTY ADMINISTRATION BUILDING, 700 H STREET, SACRAMENTO; IN THE CENTRAL LIBRARY, 828 I STREET; ANY BRANCH OF THE CITY/COUNTY LIBRARY OR MAY BE ACCESSED THROUGH THE CLERK OF THE BOARD'S WEBSITE AT <http://www.sccob.saccounty.net/pages/boards.html>

EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE

This committee advises the Civil Service commission, Board of Supervisors, Personnel Management, and the County Executive on ways to improve the County program of affirmative action for employment of minorities and women. There are THREE seats to be filled due to the expiring terms of citizen member representatives A. Shergil, K. Lac, and J. Yamashita both whom are eligible for reappointment upon receipt of a new application. Application filing period will be from 12/14/20 to 12/25/20 and will be considered by the Board of Supervisors on 1/12/21. For further information concerning the functions of this committee, please contact Cori Stillson at (916) 874-6494.

HUMAN SERVICES COORDINATING COUNCIL

The council serves as an advisory body to the Board of Supervisors on matters relating to human services planning and policy issues. There is ONE seat to be filled due to the expiring term of community member representative K. Koenig who is eligible for reappointment upon receipt of a new application.

Application filing period will be from 12/14/20 to 12/25/20 and will be considered by the Board of Supervisors on 1/12/21. For further information concerning the functions of this council, please contact
Cindy Marks at (916) 876-4247.

PERSONS APPOINTED BY THE BOARD OF SUPERVISORS SHALL BE REQUIRED TO FILE A FINANCIAL DISCLOSURE STATEMENT, CATEGORY B AND TAKE A TWO-HOUR ETHICS TRAINING COURSE FOR LOCAL OFFICIALS

LAW LIBRARY - BOARD OF TRUSTEES

The purpose of this board is to assure operation of the Sacramento County Public Law Library. The library operates two facilities. The library is open for legal research to all members of the community. The library is mandated by the County code and supported by income from a share of the civil filing fees and the County provides the library facilities. There is ONE member-of-the-bar seat to be filled due to the expiring term of lawyer representative J. Coleman, who is eligible for reappointment upon receipt of a new application. Application filing period will be from 12/14/20 to 12/25/20 and will be considered by the Board of Supervisors on 1/12/21. For further information concerning the functions of this board, please contact
Pete Rooney at (916) 874-6013.

MATERNAL, CHILD AND ADOLESCENT HEALTH ADVISORY BOARD

The purpose of this board is to improve coordination and to promote an integrated health system serving mothers and children and to advise the Board of Supervisors and the Health Department on local programs and services affecting the health of mothers, children and adolescents. There are TEN seats to be filled due to the expiring terms of ONE Pediatrician R. Khaira; ONE Family/General Practitioner R. Jacobs; ONE OB-GYN R. Spielvogel; ONE School Nurse C. Kagstrom; ONE Dentist K. Keating; ONE Non-Specified Member (pharmacist, hospital rep or dietician) R. Hickman; ONE Non-Specified Member (pharmacist, hospital rep or dietician) D. Jackson; ONE Adolescent member or Parent of an Adolescent R. Lewis; ONE Non-Specified Parent Member A. Hill; and ONE Child Advocacy Group K. Andrew, all whom are eligible for reappointment upon receipt of a new application. Application filing period will be from 12/14/20 to 12/25/20 and will be considered by the Board of Supervisors on 1/12/21. For further information concerning the functions of this board, please contact Stacey Kennedy at (916) 875-0671.

**NORTH HIGHLANDS/FOOTHILL FARMS
COMMUNITY PLANNING ADVISORY COUNCIL**

The purpose of this council is to participate in the planning process and to review and propose community goals and objectives. This council is located within the boundaries of the 1st, 3rd and 4th Supervisorial Districts. There are TWO seats to be filled by residents of the area due to the expiring terms of B.

Ewing (District 4 nomination) and L. Barker (District 3 nomination), both whom are eligible for reappointment upon receipt of a new application.

Application filing period will be from 12/14/20 to 12/25/20 and will be considered by the Board of Supervisors on 1/12/21. For further information concerning the functions of this council, please contact Stephanie Townsend at (916) 874-8022.

**PERSONS APPOINTED BY THE BOARD OF SUPERVISORS SHALL
BE REQUIRED TO FILE A FINANCIAL DISCLOSURE STATEMENT,
CATEGORIES A & B AND TAKE A TWO-HOUR ETHICS
TRAINING COURSE FOR LOCAL OFFICIALS**

SACRAMENTO COUNTY MENTAL HEALTH BOARD

The purpose of this board is to review and evaluate the community's mental health needs, services, facilities and special problems. There are FOUR seats to be filled due to the expiring terms of public interest representatives M. Nguy (District 2 nomination), D. Niccum (District 3 nomination), B. Lueth (District 4 nomination), and family member B. Richter (District 4 nomination) all whom are eligible for reappointment upon receipt of a new application. Application filing period will be from 12/14/20 to 12/25/20 and will be considered by the

Board of Supervisors on 1/12/21. For further information concerning the functions of this board, please contact Jason Richards at (916) 875-6482.

**PERSONS APPOINTED BY THE BOARD OF SUPERVISORS SHALL
BE REQUIRED TO FILE A FINANCIAL DISCLOSURE STATEMENT,
CATEGORY A, AND TAKE A TWO-HOUR ETHICS TRAINING
COURSE FOR LOCAL OFFICIALS**

SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION

The purpose of this commission is to advise the Board of Supervisors and the City Council on housing and redevelopment programs for the city and county. There is ONE seat to be filled due to the expiring term of M. Alcalay (District 3 nomination) who is eligible for reappointment upon receipt of a new application. Application filing period will be from 12/14/20 to 12/25/20 and will be considered by the Board of Supervisors on 1/12/21. For further information concerning the functions of this commission, please contact Vickie Smith at (916) 440-1363.

PERSONS APPOINTED TO THIS COMMISSION SHALL BE REQUIRED TO FILE A FINANCIAL DISCLOSURE STATEMENT WITH THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY AND TAKE A TWO-HOUR ETHICS TRAINING COURSE FOR LOCAL OFFICIALS

CLOSED SESSION

**CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))**

**Lorenzo Mays, et al. v. County of Sacramento
(United States District Court, Eastern District Case No. 2:18-at-01259)**

**Hardesty, Schneider, et al. v. County of Sacramento, et al.
(United States District Court, Eastern District
Case No. 2:10-CV-02414-KJM-KJN)**

**CONFERENCE WITH LEGAL COUNSEL-INITIATION OF LITIGATION
(Government Code Section 54956.9(d))**

One Potential Case

**COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
MEETING DATE:**

TUESDAY, DECEMBER 8, 2020

NO MATERIAL

- 1. Approval Of Outstanding Vendor Claims/Invoices Received
(Clerk of the Board)**

**COUNTY OF SACRAMENTO
CALIFORNIA**

2

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Cynthia A. Nichol, Director, Department of Airports

Subject: Retroactive Authorization To Implement Public Parking Rate Reductions And Restore Parking Rates At Sacramento International Airport In Response To Emergency Economic Conditions

District(s): Serna

RECOMMENDED ACTION

Adopt the attached Resolution to authorize, retroactively, the Director of Airports to implement public parking rate reductions and to restore parking rates at Sacramento International Airport in response to emergency economic conditions.

BACKGROUND

Following the outbreak of the COVID-19 pandemic, passenger traffic dropped precipitously at Sacramento International Airport (SMF), as April 2020 traffic declined 95% compared to April 2019. While passenger traffic has recovered slightly since April, it is still down more than 60% compared to the prior year. Public automobile parking revenues account for the single largest source of non-airline revenue for SMF, and correlate directly to passenger traffic levels. The COVID-19 pandemic dramatically reduced parking demand at SMF and, in response, the Sacramento County Department of Airports (Department) took the following immediate actions to help mitigate revenue loss:

- Closed the East and West Economy Lots, thereby reducing shuttle bus operating expenses by over \$9,000 per day
- Reduced the Daily Lot rate from \$12.00 per day to \$10.00 per day to match the Economy Lot rate
- Reduced the Parking Garage rate from \$18.00 to \$10.00 on the occasions that the Daily Lot reached max capacity

Currently, the Board of Supervisors (Board) approves any modification to public parking rates and this review and approval process requires a lead-

Retroactive Authorization To Implement Public Parking Rate Reductions And Restore Parking Rates At Sacramento International Airport In Response To Emergency Economic Conditions

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time that limits the ability of the Department to react quickly to changing economic conditions. During unprecedented times such as the COVID-19 pandemic, the Department's ability to adjust public parking rates, hours, and modes of operation in response to supply and demand changes is critical to providing cost-effective service to customers. For this reason, the Department was required to immediately respond by implementing the following adjustments to the public parking rates, in advance of Board approval, and is requesting that the Board approve the attached resolution to authorize, retroactively, the Director of Airports to implement the public parking rate reductions and restore parking rates at SMF.

The daily maximum public parking rates before COVID-19 and the current rates following the rate adjustments implemented by the Department are shown in the table below:

Parking Facility	Pre COVID-19 Max Daily Rate	Adjusted Max Daily Rate
Hourly Lot B	\$29.00	\$29.00
Parking Garage	\$18.00	\$10.00
Daily Lot	\$12.00	\$10.00
Economy Lot East	\$10.00	\$0 - Closed
Economy Lot West	\$10.00	\$0 - Closed

The Department reopened the Economy Lot in November 2020, at which point the Daily Lot and Parking Garage rates were restored to their prior rates as approved by the Board.

FINANCIAL ANALYSIS

As a result of COVID-19 and subsequent reduced passenger activity levels, SMF parking revenues through September 2020 declined by 57.6% from approximately \$50 million in 2019 to \$21.2 million in 2020. Parking revenues have reduced commensurate with the decline in passenger demand. Due to the low levels of passengers, it cost the Department less to close the Economy Lots and reduce rates at the Daily Lot and Parking Garage, than the cost of running shuttle busses. The parking rate adjustments implemented were necessary to provide the public with a low cost parking option and reduced shuttle bus operating expenses by approx. \$1.5 million.

Attachments:
RES - Resolution

RESOLUTION NO. 2020-

RETROACTIVE AUTHORIZATION FOR THE DIRECTOR OF AIRPORTS TO IMPLEMENT PUBLIC PARKING RATE REDUCTIONS AND RESTORE PARKING RATES AT SACRAMENTO INTERNATIONAL AIRPORT IN RESPONSE TO EMERGENCY ECONOMIC CONDITIONS

WHEREAS, the County of Sacramento is the owner of Sacramento International Airport hereinafter referred to as "SMF"; Mather Airport, hereinafter referred to as "MHR"; and Franklin Field hereinafter referred to as "F72", and the Sacramento County Department of Airports (Department) operates these airports as well as Sacramento Executive Airport, hereinafter referred to as "SAC", under a lease with the City of Sacramento; collectively the "County Airport System", all located in the County of Sacramento; and

WHEREAS, parking revenues at SMF account for a significant source of non- airline revenue for the Sacramento County Department of Airports (Department); and

WHEREAS, passenger traffic at SMF declined considerably as passengers responded to the Coronavirus (COVID-19) pandemic, dramatically reducing parking demand at SMF; and

WHEREAS, the Department made adjustments to the public parking rates to provide the public with a low cost parking option while reducing shuttle bus operating expenses at SMF; and

WHEREAS, the Department closed the East and West Economy Parking Lots reducing shuttle bus operating expenses by over \$9,000 per day; and

WHEREAS, the Department reduced the Daily Parking Lot rate from \$12.00 per day to \$10.00 per day to match the Economy Parking Lot rate; and

WHEREAS, the Department reduced the Parking Garage rate from \$18.00 to \$10.00 on the occasions that the Daily Parking Lot reached capacity; and

WHEREAS, the Department does not have the authority to make reductions to public parking rates without authorization from the Board of Supervisors; and

Retroactive Authorization For The Director Of Airports To Implement Public Parking Rate Reductions And Restore Parking Rates At Sacramento International Airport In Response To Emergency Economic Conditions
Page 2

WHEREAS, the Department reopened the Economy Lot in November 2020, at which point the Daily Parking Lot and Parking Garage rates were restored to their prior approved rates; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorize, retroactively, the Director of Airports to implement public parking rate reductions and to restore parking rates at Sacramento International Airport in response to emergency economic conditions.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**COUNTY OF SACRAMENTO
CALIFORNIA**

3

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Cynthia A. Nichol, Director, Department of Airports

Subject: Retroactive Authorization To Execute The First Amendment To The Agreement For Air Traffic Services With Serco, Inc. At Mather Airport For A Maximum Cost Of \$555,911

District(s): Nottoli

RECOMMENDED ACTION

Approve the attached Resolution retroactively authorizing the Director of Airports (Director) to execute the First Amendment to the Agreement for Air Traffic Services for Sacramento County Department of Airports (Agreement) between the County of Sacramento (County) and Serco, Inc. (Serco) at Mather Airport (Airport) for a maximum cost of \$555,911.

BACKGROUND

Since 2000, Serco has provided air traffic control services at Airport under the federal contract tower program. These services are funded by the Federal Aviation Administration (FAA) for sixteen (16) hours per day, seven (7) days per week. The Sacramento County Department of Airports (Department) has concurrently funded supplemental agreements with Serco to provide service hours beyond those funded by the FAA. This has allowed maximum scheduled flight coverage for flight operations.

The current Serco Agreement commenced October 1, 2018, pursuant to Board Resolution 2018-0869, with a scheduled end date of September 30, 2020. The term of the Agreement was designed to align with Serco's contract with the FAA, which is nearing the end of its term. Award of the new FAA contract has been delayed. It is now anticipated for 2021.

On September 29, 2020, the Director executed a First Amendment to extend the term of the Agreement to avoid interruption of control tower services pending award of the new FAA contract. The First Amendment initially extends the Agreement through June 30, 2021. The County has one option to further extend the term through December 31, 2021. Under the terms of existing Agreement, either party can terminate the Agreement without cause upon thirty (30) days written notice. Serco also has the right to immediately

Retroactive Authorization To Execute The First Amendment To The Agreement For Air Traffic Services With Serco, Inc. At Mather Airport For A Maximum Cost Of \$555,911

Page 2

terminate the Agreement upon written notice if the FAA awards the upcoming contract to another contractor.

The First Amendment continues the practice of minimal annual increases in the monthly charges each October 1. Effective October 1, 2020, the monthly charges will increase less than one and seven tenths percent (1.7%) to \$14,454.50. The rate will increase another approximate one percent (1%) to \$14,569.50 effective October 1, 2021.

The First Amendment extends the term for up to fifteen (15) additional months, increases the overall budget by \$217,163, and increases the Maximum Payment to Contractor under the Agreement to \$555,911.

Retroactive

The Director requests retroactive authorization for executing the First Amendment to the Agreement due to the timing of the award of the FAA contract, and to avoid interruption of control tower services at the Airport.

FINANCIAL ANALYSIS

Funding will be provided from the Airport Enterprise Fund and is included in the Fiscal Year 2020-21 Adopted Budget.

Attachment(s):

RES - Resolution

ATT 1 – First Amendment to the Agreement for Air Traffic Services for Sacramento County Department of Airports

RESOLUTION NO. 2020-_____

RETROACTIVE AUTHORIZATION FOR THE DIRECTOR OF AIRPORTS TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR AIR TRAFFIC SERVICES FOR SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS BETWEEN THE COUNTY OF SACRAMENTO AND SERCO, INC. AT MATHER AIRPORT FOR A MAXIMUM COST OF \$555,911

WHEREAS, the County of Sacramento is the owner of Sacramento International Airport hereinafter referred to as "SMF"; Mather Airport, hereinafter referred to as "MHR"; and Franklin Field hereinafter referred to as "F72", and the Sacramento County Department of Airports (Department) operates these airports as well as Sacramento Executive Airport, hereinafter referred to as "SAC", under a lease with the City of Sacramento; collectively the "County Airport System", all located in the County of Sacramento; and

WHEREAS, Serco, Inc. (Serco), currently provides air traffic services at MHR as a contractor for the Federal Aviation Administration (FAA) and on an extended schedule as a contractor for the County, through the "Agreement for Air Traffic Services for Sacramento County Department of Airports" (Agreement) executed pursuant to Resolution No. 2018-0869 dated December 11, 2018; and

WHEREAS, County and Serco have agreed to amend the Agreement to extend the term through June 30, 2021, pending award by the FAA of the follow-up contract for air traffic services.

BE IT RESOLVED that the Director of Airports be and is hereby retroactively authorized to execute the First Amendment on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with Serco, Inc., and to do and perform everything necessary to carry out the purpose of this Resolution; and

BE IT FURTHER RESOLVED that the Director of Airports is authorized to approve extension of the Agreement through December 31, 2021, as necessary.

Retroactive Authorization For The Director Of Airports To Execute The First Amendment To The Agreement For Air Traffic Services For Sacramento County Department Of Airports Between The County Of Sacramento And Serco, Inc. At Mather Airport For A Maximum Cost Of \$555,911
Page 2

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**FIRST AMENDMENT TO THE AGREEMENT FOR AIR TRAFFIC SERVICES
FOR SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS**

This First Amendment (Amendment) is made by and between the COUNTY OF SACRAMENTO (COUNTY), a political subdivision of the State of California, and SERCO, INC. (CONTRACTOR), a New Jersey corporation authorized to do business in the State of California.

W I T N E S S E T H

WHEREAS, COUNTY is owner of Mather Airport (Airport), located in the County of Sacramento, and said Airport is operated by the Sacramento County Department of Airports (Department); and

WHEREAS, pursuant to Government Code Section 31000, the COUNTY is authorized to contract for specific special services with persons specially trained, experienced, and competent to perform such services; and

WHEREAS, COUNTY has contracted with CONTRACTOR to provide air traffic services at Airport through the "Agreement for Air Traffic Services for Sacramento County Department of Airports" (Agreement) executed pursuant to Resolution No. 2018-0869, dated December 11, 2018; and

WHEREAS, CONTRACTOR currently provides such services at Airport as a contractor for the Federal Aviation Administration (FAA) and on an extended schedule as a contractor for the COUNTY pursuant to this Agreement; and

WHEREAS, the term of the Agreement terminates September 30, 2020; and

WHEREAS, COUNTY and CONTRACTOR have agreed to extend the term and increase the budget, pending award by the FAA of the follow-up contract for air traffic services; and

WHEREAS, by Resolution _ __ - __ __, the Sacramento County Board of Supervisors retroactively authorized the Director of Airports to execute this First Amendment.

NOW, THEREFORE, for and in consideration of the promises, conditions, and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

1. Section II. TERM is hereby superseded and replaced as follows:

II. TERM

This Agreement shall be effective and commence as of October 1, 2018, and shall end on June 30, 2021. COUNTY, by and through its Director of Airports, shall have the option to extend the Term through December 31, 2021, upon thirty (30) days' advance written notice to CONTRACTOR.

2. **EXHIBIT C, BUDGET REQUIREMENTS**, Section I. MAXIMUM PAYMENT TO CONTRACTOR is hereby superseded and replaced as follows:

I. MAXIMUM PAYMENT TO CONTRACTOR

The maximum Total Payment amount under this Agreement is \$555,911 during the Term of this Agreement, including the optional Term extension period.

3. **EXHIBIT C, BUDGET REQUIREMENTS**, Section II. BUDGET is hereby superseded and replaced as follows:

II. BUDGET

A. Year one operations maximum budget is \$168,180, which is comprised of monthly charges of \$14,015 for the period of October 1, 2018 through September 30, 2019.

B. Year two operations maximum budget is \$170,568, which is comprised of monthly charges of \$14,214 for the period of October 1, 2019 through September 30, 2020.

C. Partial year three operations maximum budget is \$130,091, which is comprised of monthly charges of \$14,454.50 per month for the period October 1, 2020, through June 30, 2021.

D. Optional Term extension period operations maximum budget is \$87,072, which is comprised of the following monthly charges:

- \$14,454.50 for the period July 1, 2021 through September 30, 2021; and
- \$14,569.50 for the period October 1, 2021 through December 31, 2021.

4. Except as otherwise expressly modified or amended herein, all of the terms, conditions, and covenants contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed as of the day and year written below.

COUNTY OF SACRAMENTO, a political
subdivision of the State of California

“COUNTY”

Date: 9/29/2020

By: 
CYNTHIA A. NICHOL, Director of Airports
on behalf of the Board of Supervisors
of the County of Sacramento, California

SERCO, INC.

“CONTRACTOR”

Date: 9/29/2020

By: 
David Gitlin
Senior Contracts Representative

REVIEWED AND APPROVED:


Deputy County Counsel

Date: 9/29/2020

**COUNTY OF SACRAMENTO
CALIFORNIA**

4

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Cindy Nichol, Interim Chief Fiscal Officer
Office of Budget and Debt Management

Subject: Certify Sixteen County Of Sacramento Mello-Roos
Community Facilities District Annual Reports For The Fiscal
Year Ending June 30, 2020

Districts: All

RECOMMENDED ACTION

Adopt the attached Resolution to certify sixteen County of Sacramento Mello-Roos Community Facilities District Annual Reports for the fiscal year ending June 30, 2020.

BACKGROUND

The bond Resolutions that authorized issuance of special tax bonds for the bonded districts contained covenants regarding annual reporting requirements. In addition, Section 53343.1 of the Mello-Roos Community Facilities District Act of 1982 (the Act) requires preparation of an annual report if requested by a person who resides in or owns property in a community facilities district (CFD). The 16 attached Annual Reports contain the reporting elements required by each bond Resolution and/or the Act.

The following summarizes the background for the 16 CFDs:

1. Laguna CFD - Bonded District

The Laguna CFD was established in 1986 to fund the acquisition and construction of major roadway, intersection, freeway interchange and fire protection facilities. On July 1, 1987, \$37.5 million in Laguna CFD Special Tax bonds were issued. The bonds were refunded with the issuance of refunding bonds in 1992, then again in 2002. The 2002 Refunding Bonds were retired with the final debt service payment on December 1, 2005. On June 20, 2006, the Board adopted a Resolution approving the cessation of the levy of the Special Tax. An Annual Report will continue to be prepared for this CFD until all funds have been expended and the CFD is dissolved.

2. Laguna Creek Ranch/Elliott Ranch CFD No. 1, Improvement Area No. 1 (LCR/ER CFD, Improvement Area No. 1) - Bonded District

The LCR/ER CFD, Improvement Area No. 1 was established in 1990 to fund the acquisition and construction of major roadway, intersection, freeway interchange, park, and fire protection facilities. On December 20, 1990, \$34.0 million in LCR/ER CFD, Improvement Area No. 1 special tax bonds were issued. The bonds were refunded with the issuance of refunding bonds in 1997, then again in 2011. In 1998, the Improvement Area No. 1 registered voters approved a change proceeding to revise the rate and method of apportionment for the CFD by reducing maximum tax rates and adding protection against tax base erosion due to changes in land use.

3. Laguna Creek Ranch/Elliott Ranch CFD No. 1, Improvement Area No. 2 (LCR/ER CFD, Improvement Area No. 2) - Bonded District

The LCR/ER CFD, Improvement Area No. 2 was established in 1990 to fund the acquisition and construction of major roadway, intersection, freeway interchange, park and fire protection facilities. On August 15, 1991, \$24.2 million in LCR/ER CFD, Improvement Area No. 2 special tax bonds were issued. The bonds were refunded with the issuance of refunding bonds in 1997, then again in 2011. In 1998, the Improvement Area No. 2 registered voters approved a change proceeding to revise the rate and method of apportionment for the CFD by reducing maximum tax rates and adding protection against tax base erosion due to changes in land use.

4. Laguna Stonelake CFD No. 1 (Stonelake CFD) - Bonded District

The Stonelake CFD was established in 1999 to fund the acquisition and construction of (or reimbursement for) roadway, sewer, water, drainage and fire protection facilities. On October 14, 1999, \$13.0 million in Stonelake CFD special tax bonds were issued. In 2005, the bonds were refunded with the issuance of refunding bonds.

5. Metro Air Park CFD No. 1998-1 (MAP Soft Cost CFD) - Bonded District

The MAP Soft Cost CFD was established in 1998 to provide for the levy of a special tax to finance the planning and design costs of certain public capital facilities required for the Metro Air Park Project. On December 15, 1998, \$5.3 million in MAP Soft Cost CFD special tax bonds were issued as a private placement.

6. Metro Air Park CFD No. 2000-1 (MAP Hard Cost CFD) - Bonded District

The MAP Hard Cost CFD was established in 2000 to provide for the levy of a facilities special tax to finance the acquisition and construction of (or reimbursement for) certain capital public facilities for the Metro Air Park Project and a services special tax to fund a variety of ongoing services and maintenance related to the facilities, including landscape maintenance, drainage basin groundwater pumping, water supply maintenance and traffic monitoring. On April 2, 2004, \$63.5 million in MAP Hard Cost CFD Series 2004A special tax bonds were issued, and on December 11, 2007, \$40.2 million in MAP Hard Cost CFD Series 2007B special tax bonds were issued, both as private placements, to fund capital public facilities.

7. Park Meadows CFD No. 1 (Park Meadows CFD) - Bonded District

The Park Meadows CFD was established in 2000 to provide for the levy of a special tax to finance the acquisition and construction of the roadway facility defined as West Stockton Boulevard between Lewis Stein Road and Dunisch Road. On June 6, 2000, \$1.1 million in Park Meadows CFD special tax bonds were issued as a private placement. Subsequent to the cessation of the underlying Laguna CFD special tax, the Park Meadows CFD special tax rates were increased commensurately as planned.

8. McClellan Park CFD No. 2004-1 (McClellan Park CFD) - Bonded District

The McClellan Park CFD was established in 2004 to provide for the levy of a special tax to finance the acquisition and construction of (or reimbursement for) sewer, roadway and storm drain facilities. On September 1, 2004, \$10.3 million in McClellan Park CFD special tax bonds were issued and on December 8, 2011, \$10.4 million in McClellan Park CFD special tax bonds were issued. On November 16, 2017, \$29.5 million in McClellan Park CFD (Series 2017) special tax bonds were issued that refunded Series 2004 and Series 2011 bonds and provided new funds for the acquisition and construction of facilities in the McClellan Park CFD.

9. CFD No. 2005-2 (North Vineyard Station No. 1) (NVS #1 CFD) - Bonded District

The NVS #1 CFD was established in 2005 to provide for the levy of a special tax to finance the acquisition and construction of (or reimbursement for) sewer, water, roadway and storm drain facilities. On September 6, 2007, \$14.4 million in NVS #1 CFD (Series 2007A) special tax bonds were issued, and on May 25, 2016, \$23.2 million in NVS #1 CFD

(Series 2016) special tax bonds were issued that refunded Series 2007A bonds and provided new funds for the acquisition and construction of facilities in NVS #1 CFD.

10. CFD No. 2014-2 (North Vineyard Station No. 2) (NVS #2 CFD) - Bonded District

The NVS #2 CFD was established in 2014 to provide for the levy of a special tax to finance the acquisition and construction of (or reimbursement for) sewer, water, roadway and storm drain facilities. On May 25, 2016, \$14.2 million in NVS #2 CFD (Series 2016) special tax bonds were issued.

11. Mather Landscape Maintenance CFD No. 1 (Mather LM CFD)

The Mather LM CFD was established in 2000 for the purpose of financing landscape maintenance services and facilities for public landscape corridors within the CFD and associated administrative expenses.

12. CFD No. 2006-1 (County Parks) (County Parks CFD)

The County Parks CFD was established in 2006 for the purpose of financing the costs of provision of certain park facilities and services within the CFD and associated administrative expenses.

13. CFD No. 2001-1 (Gold River Station No. 7) (Gold River Station LM CFD)

The Gold River Station LM CFD was established in 2001 for the purpose of financing landscape maintenance services for public landscape corridors within the CFD and associated administrative expenses.

14. CFD No. 2005-1 (Police Services) (Police Services CFD)

The Police Services CFD was established in 2005 for the purpose of providing law enforcement services and associated administrative expenses.

15. CFD No. 2004-2 (Landscape Maintenance) (Countywide LM CFD)

The Countywide LM CFD was established in 2004 for the purpose of financing landscape maintenance services for public landscape corridors within the CFD and associated administrative expenses.

16. CFD No. 2016-2 (Florin Vineyard No. 1) (FV #1 CFD) - Bonded District

The FV #1 CFD was established in 2016 to provide for the levy of a special tax to finance the acquisition and construction of (or reimbursement for) roadway and park facilities. On August 16, 2018, \$6.6 million in FV #1 CFD (Series 2018) special tax bonds were issued.

Pursuant to the Act and bond Resolutions for the bonded CFDs, the Board is requested to approve the attached Resolution to certify the 16 attached Annual Reports. The following summarizes the elements and key information included in each report:

CFD Maps

A map of each CFD is attached as Figure A to each report.

Potential Maximum Taxes

Each report includes a summary of the potential maximum taxes for each CFD.

Status of Facilities

Each report where applicable includes a list of completed and remaining projects. There are no remaining projects for Stonelake CFD, MAP Soft Cost CFD, and Park Meadows CFD.

Status of Services

Each report for CFDs where services are funded states the ongoing services.

CFD Revenues

The following table summarizes the amount of Fiscal Year 2019-20 CFD revenues detailed in each attached report.

District	Amount Levied	Amount Delinquent (as of 7/1/2020)	Amount Collected (as of 7/1/2020)	Interest/ Other Revenues	Total Revenues
Laguna CFD	\$0	\$0	\$0	\$7,318	\$7,318
LCR/ER CFD, Imp. Area 1	\$2,488,412	\$18,774	\$2,479,709 ⁽¹⁾	\$74,122	\$2,553,831
LCR/ER CFD, Imp. Area 2	\$1,764,234	\$14,894	\$1,755,277 ⁽¹⁾	\$44,682	\$1,799,959
Stonelake CFD	\$994,060	\$4,145	\$991,616 ⁽¹⁾	\$5,420	\$997,036
MAP Soft Cost CFD	\$693,867 ⁽²⁾	\$41,480	\$985,234 ⁽¹⁾	\$26,198	\$1,011,432
MAP Hard Cost CFD-Facilities	\$11,155,741 ⁽³⁾	\$1,081,793	\$15,068,906 ⁽¹⁾	\$255,780	\$15,324,686
MAP Hard Cost CFD-Services	\$77,700	\$3,931	\$75,323 ⁽¹⁾	\$48,299	\$123,622

Certify Sixteen County Of Sacramento Mello-Roos Community Facilities District
 Annual Reports For The Fiscal Year Ending June 30, 2020
 Page 6

District	Amount Levied	Amount Delinquent (as of 7/1/2020)	Amount Collected (as of 7/1/2020)	Interest/ Other Revenues	Total Revenues
Park Meadows CFD	\$204,061	\$1,871	\$202,649 ⁽¹⁾	\$4,894	\$207,543
McClellan Park CFD	\$2,100,449	\$0	\$2,100,449	\$12,287	\$2,112,736
NVS #1 CFD	\$1,945,964	\$11,314	\$1,935,458 ⁽¹⁾	\$80,044	\$2,015,502
NVS #2 CFD	\$924,906	\$1,847	\$925,775 ⁽¹⁾	\$98,965	\$1,024,740
Mather LM CFD	\$162,993	\$449	\$162,865 ⁽¹⁾	\$10,539	\$173,404
County Parks CFD	\$20,476	\$0	\$21,002 ⁽¹⁾	\$1,275	\$22,277
Gold River Station LM CFD	\$53,700	\$404	\$53,653 ⁽¹⁾	\$1,680	\$55,333
Police Services CFD	\$1,360,306	\$5,655	\$1,357,762 ⁽¹⁾	\$97,693	\$1,455,455
Countywide LM CFD	\$141,654	\$1,379	\$141,089 ⁽¹⁾	\$10,096	\$151,185
FV #1 CFD	\$372,359	\$2,341	\$370,783 ⁽¹⁾	\$78,978	\$449,761

- (1) The amount collected includes the collection for previous years of delinquent special taxes.
- (2) MAP Soft Cost CFD special taxes for FY 2019-20 were levied in an amount to include an additional \$103,917 to replenish FY 2018-19 delinquencies.
- (3) MAP Hard Cost CFD-Facilities special taxes for FY 2019-20 were levied in an amount to include an additional \$1,575,758 to replenish FY 2018-19 delinquencies.

CFD Expenditures

Fiscal Year 2019-20 expenditures for each CFD are outlined in the attached reports. Expenditures include bond debt service, administration, project costs, reimbursement agreement payments, services and other costs. The total expenditures for each CFD are summarized as follows:

Certify Sixteen County Of Sacramento Mello-Roos Community Facilities District
Annual Reports For The Fiscal Year Ending June 30, 2020

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District	Total Expenditures
Laguna CFD	\$16,791
LCR/ER CFD, Imp. Area 1	\$2,362,030
LCR/ER CFD, Imp. Area 2	\$1,695,854
Stonelake CFD	\$990,337
MAP Soft Cost CFD	\$914,242
MAP Hard Cost CFD - Facilities	\$16,161,061
MAP Hard Cost CFD - Services	\$98,424
Park Meadows CFD	\$204,502
McClellan Park CFD	\$2,043,389
NVS #1 CFD	\$8,691,577
NVS #2 CFD	\$9,491,508
Mather LM CFD	\$137,584
County Parks CFD	\$0
Gold River Station LM CFD	\$58,728
Police Services CFD	\$1,716,498
Countywide LM CFD	\$201,079
FV #1 CFD	\$2,185,709

Assessed Valuation

The following table is a summary of the Assessed Valuation of taxable parcels, which is included in the report for each CFD as of June 30, 2020.

District	Land	Improvements	Assessed Value
Laguna CFD	*n.a.	*n.a.	*n.a.
LCR/ER CFD, Imp. Area 1	\$301,674,867	\$916,539,455	\$1,218,214,322
LCR/ER CFD, Imp. Area 2	\$231,504,449	\$704,814,163	\$936,318,612
Stonelake CFD	\$193,543,520	\$572,630,211	\$766,173,731
MAP Soft Cost CFD	\$114,525,634	\$108,838,000	\$223,363,634
MAP Hard Cost CFD	\$112,709,841	\$108,838,000	\$221,547,841
Park Meadows CFD	\$40,108,262	\$119,193,399	\$159,301,661
McClellan Park CFD	\$119,771,267	\$281,543,922	\$401,315,189
NVS #1 CFD	\$96,210,019	\$278,683,365	\$374,893,384
NVS #2 CFD	\$42,789,062	\$110,579,256	\$153,368,318
Mather LM CFD	\$108,126,459	\$329,380,811	\$437,507,270
County Parks CFD	\$7,488,291	\$23,279,303	\$30,767,594
Gold River Station LM CFD	\$12,558,058	\$38,541,567	\$51,099,625
Police Services CFD	\$323,495,125	\$865,926,566	\$1,189,421,691
Countywide LM CFD	\$273,230,855	\$612,989,485	\$886,220,340
FV #1 CFD	\$30,946,817	\$83,523,581	\$114,470,398

*Assessed valuation data for Laguna CFD not compiled after cessation of special tax levy.

FINANCIAL ANALYSIS

Each report for the bonded CFDs with the exception of the Laguna CFD report includes a statement that the County's independent auditor will issue a debt covenant compliance report for the CFD after the issuance of the County's Fiscal Year 2019-20 Financial Statements.

Attachments:

RES – Certify Sixteen County of Sacramento Mello-Roos CFD Annual Reports for the Fiscal Year ending June 30, 2020

Annual Reports

- ATT 1 - Laguna CFD
- ATT 2 - LCR/ER CFD, Imp. Area 1
- ATT 3 - LCR/ER CFD, Imp. Area 2
- ATT 4 - Stonelake CFD
- ATT 5 - MAP Soft Cost CFD
- ATT 6 - MAP Hard Cost CFD
- ATT 7 - Park Meadows CFD
- ATT 8 - McClellan Park CFD
- ATT 9 - NVS #1 CFD
- ATT 10 - NVS #2 CFD
- ATT 11 - Mather LM CFD
- ATT 12 - County Parks CFD
- ATT 13 - Gold River Station LM CFD
- ATT 14 - Police Services CFD
- ATT 15 - Countywide LM CFD
- ATT 16 - FV #1 CFD

RESOLUTION NO.

RESOLUTION TO CERTIFY SIXTEEN COUNTY OF SACRAMENTO MELLO-ROOS COMMUNITY FACILITIES DISTRICT ANNUAL REPORTS FOR THE FISCAL YEAR ENDING JUNE 30, 2020

WHEREAS, the County of Sacramento (County) formed the Laguna Community Facilities District; the Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area No. 1; the Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area No. 2; the Laguna Stonelake Community Facilities District No. 1; the Metro Air Park Community Facilities District No. 1998-1; the Metro Air Park Community Facilities District No. 2000-1; the Park Meadows Community Facilities District No. 1; the McClellan Park Community Facilities District No. 2004-1; the Community Facilities District No. 2005-2 (North Vineyard Station No. 1); the Community Facilities District No. 2014-2 (North Vineyard Station No. 2); the Mather Landscape Maintenance Community Facilities District Area No. 1; the Community Facilities District No. 2006-1 (County Parks CFD); the Community Facilities District No. 2001-1 (Gold River Station No. 7); the Community Facilities District No. 2005-1 (Police Services); the Community Facilities District No. 2004-2 (Landscape Maintenance); and the Community Facilities District No. 2016-2 (Florin Vineyard No. 1); and

WHEREAS, the bond resolutions that authorized issuance of special tax bonds for the bonded community facilities districts contained covenants regarding annual reporting requirements and the Mello Roos Community Facilities Act of 1982 (Act) at Government Code Section 53343.1 requires preparation and certification of an annual report if requested by a person who resides in or owns property in the community facilities district.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Annual Reports for the Laguna Community Facilities District; the Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area No. 1; the Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area No. 2; the Laguna Stonelake Community Facilities

District No. 1; the Metro Air Park Community Facilities District No. 1998-1; the Metro Air Park Community Facilities District No. 2000-1; the Park Meadows Community Facilities District No. 1; the McClellan Park Community Facilities District No. 2004-1; the Community Facilities District No. 2005-2 (North Vineyard Station No. 1); the Community Facilities District No. 2014-2 (North Vineyard Station No. 2); the Mather Landscape Maintenance Community Facilities District Area No. 1; the Community Facilities District No. 2006-1 (County Parks CFD); the Community Facilities District No. 2001-1 (Gold River Station No. 7); the Community Facilities District No. 2005-1 (Police Services); the Community Facilities District No. 2004-2 (Landscape Maintenance) and the Community Facilities District No. 2016-2 (Florin Vineyard No. 1) are hereby certified and that the monies expended for facilities, including property, services, costs of bonded indebtedness, costs of collecting the special tax, and other administrative and overhead costs comply with the requirements of the Act.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**County of Sacramento
Laguna Community Facilities District**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section,
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 1986 and 1987, the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Laguna Community Facilities District (Laguna CFD) and to authorize the issuance of bonds to finance the acquisition and construction costs of certain capital public facilities:

- Adopted Resolution No. 86-772 establishing the Laguna CFD;
- Adopted Resolution Nos. 86-1518 and 87-794 authorizing the issuance of \$35,700,000 principal amount County of Sacramento, Laguna Community Facilities District Series 1987 special tax bonds (10/28/1986 and 6/9/1987).

The facilities that were authorized for funding from Laguna CFD bond proceeds are listed in Exhibit B to Resolution No. 86-722. In 1992 and again in 2002 the Board approved the issuance of refunding bonds for the purpose of obtaining interest cost savings on the outstanding Laguna CFD bonds:

- Adopted Resolution No. 92-1809 authorizing the issuance of \$35,620,000 principal amount County of Sacramento, Laguna Community Facilities District Refunding Series 1992 special tax bonds (12/8/1992);
- Adopted Resolution No. 2002-1284 authorizing the issuance of \$9,480,000 principal amount County of Sacramento, Laguna Community Facilities District Refunding Series 2002 special tax bonds (10/8/2002).

On December 1, 2005, the final debt service payment was made on the outstanding Laguna CFD bonds, fulfilling the obligations of the County to the Laguna CFD bond holders. Consistent with the recommendations of staff that further levying of the Laguna CFD special tax was not needed, the Board on June 20, 2006 adopted Resolution No. 2006-0834 approving the cessation of the levy of the Laguna Community Facilities District special taxes. It is appropriate to make this Annual Report for the district since there are funds remaining in the Laguna CFD construction account.

This report contains the reporting elements required by Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes are no longer levied in the Laguna CFD.

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$7,318.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$16,791.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the amounts expended in Fiscal Year 2019-20 by the Laguna CFD:

TABLE D		
Components	Expenditures	Funding Source
1. Facilities	\$0	Bond Proceeds, Prior Special Taxes, Interest
2. Services	\$0	
3. Bond Principal and Interest	\$0	
4 Administrative Costs	\$16,791	Prior Special Taxes, Interest
Totals	\$16,791	

E. EXPENDITURES FOR FACILITIES:

There were no expenditures for facilities in Fiscal Year 2019-20 for the Laguna CFD.

F. EXPENDITURES FOR SERVICES:

There are no authorized services for the Laguna CFD.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by Laguna CFD for administrative costs:

TABLE G	
Administrative Components	Expenditures
Administration	\$16,791
Accounting	\$0
Legal Services	\$0
Treasurer’s Fiscal Agent Charges	\$0
Totals	\$16,791

The administrative costs that are funded from the prior special tax and interest revenues include the costs treasurer’s fiscal agent charges, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the Laguna CFD.

a. Status of Facilities:

Project Remaining:

None

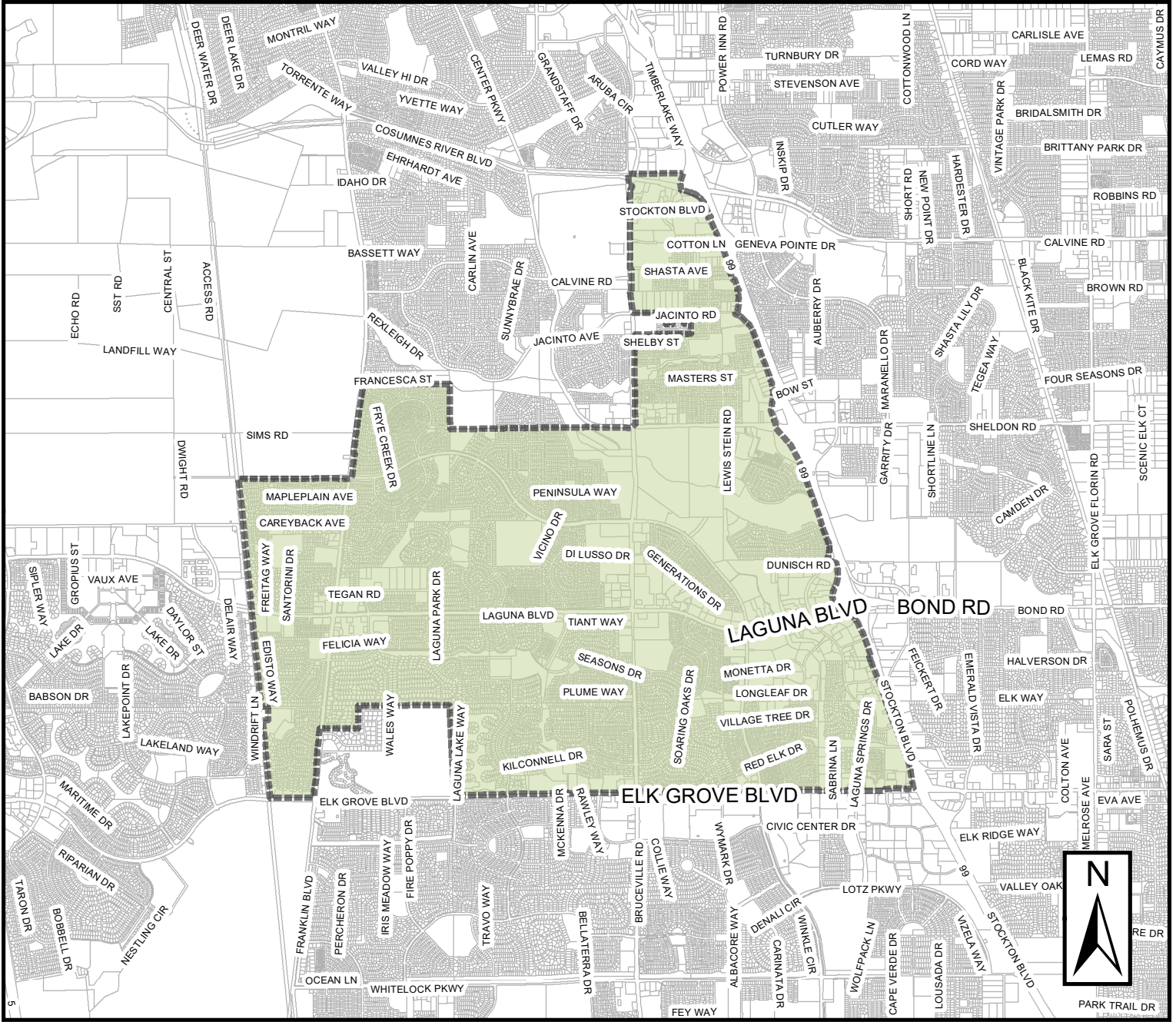
Projects Completed:

1. Project S-1: Bruceville Road (Laguna Blvd. to Elk Grove Blvd.)
2. Project S-2: Bruceville Road (Laguna Blvd. to Sheldon Road)
3. Project S-3: Elk Grove Blvd. frontage (adjacent to Sabrina AR-2 parcels)
4. Project S-4: Laguna Blvd. (Bruceville Road to State Route 99)
5. Project S-5: Laguna Blvd. (Franklin Blvd. to Bruceville Road)
6. Project S-7: Big Horn Blvd. (Franklin Blvd. to Bruceville Road)
7. Project S-9: Franklin Blvd. (Big Horn Blvd. to Elk Grove Blvd.)
8. Project S-10: Elk Grove Blvd. (Bruceville Road to State Route 99)
9. Project S-11: Elk Grove Blvd. (Laguna Lakes Way to Bruceville Road)
10. Project S-14: Big Horn Blvd. (Bruceville Road to Laguna Blvd.)
11. Project S-15: Bruceville Road (Jacinto Road to Strawberry Creek)
12. Project S-16: Big Horn Blvd. (Laguna Blvd. to Elk Grove Blvd.)
13. Project I-1: Signalized intersection of Bruceville Road and Laguna Blvd.
14. Project I-2: Signalized intersection of Big Horn Blvd. and Bruceville Road
15. Project I-4: Signalized intersection of Sheldon Road and Bruceville Road
16. Project I-6: Signalized intersection of Elk Grove Blvd. and Bruceville Road
17. Project I-7: Signalized intersection of Laguna Blvd. and Franklin Blvd.
18. Project I-8: Signalized intersection of Big Horn Blvd. and Franklin Blvd.
19. Project I-9: Signalized intersection of Elk Grove Blvd. and Franklin Blvd.
20. Project I-11: Signalized intersection of Big Horn Blvd. and Laguna Blvd.
21. Project I-12: Signalized intersection of Big Horn Blvd. and Elk Grove Blvd.
22. Fire Station No. 74 (6501 Laguna Park Drive)
23. Project F-1: Elk Grove Blvd./SR-99 Interchange (reconstruct southbound off-ramp)
24. Project F-2A: Laguna Blvd./SR-99 Interchange (construct new interchange)
25. Project F-2B: Laguna Creek Bridge at SR-99 (local match for State funding)
26. Project F-3: Sheldon Road/SR-99 Interchange on/off-ramp signals
27. Project C-1: Traffic Control Computer
28. Project C-2A
& C-2B: Fronting Access Signals at the following intersections
 - Bruceville @ Kilconnel/Soaring Oaks
 - Bruceville @ Seasons/Soaring Oaks
 - Laguna @ West Stockton/Laguna Springs
 - Laguna @ Laguna Park (West)
 - Laguna @ Laguna Park (East)/DiLusso
 - Franklin @ Laguna Woods/Millstone
 - Franklin @ St. Augustine/Castleview
 - Franklin @ Laguna Park
 - Elk Grove @ Laguna Springs
 - Elk Grove @ Foulks Ranch
 - Big Horn @ Amber Creek/Frye Creek

- Big Horn @ Brockenhurst/Meadowspring
- Big Horn @ Vicino/Arborview
- Laguna @ Trenholm
- Bruceville @ Di Lusso
- Laguna @ Old Creek
- Laguna @ Laguna Oaks
- Big Horn @ Monetta
- Big Horn @ Laguna Star/Meadowspring
- Elk Grove @ Wymark
- Elk Grove @ Laguna Promenade
- Big Horn @ New Country
- Big Horn @ Monterey Oaks

29. Fire Station No. 75 contribution (2300 Maritime Drive)
30. Laguna Boulevard pavement overlay (Big Horn to Franklin)
31. Elk Grove Blvd. frontage (adjacent to Valley Hi Country Club)
32. Bruceville Road widening from Jacinto Road to Cosumnes River Blvd.
(contribution to City of Sacramento)
33. Sheldon Road/SR-99 Interchange ROW (contribution to City of Elk Grove)
34. Sheldon Rd. Widening (Lewis Stein to SR-99) (contribution to City of Elk Grove)
35. Lewis Stein Road Construction (contribution to City of Elk Grove)
36. Big Horn & New Country Drive Signal (contribution to City of Elk Grove)
37. Big Horn & Monterey Oaks Signal (contribution to City of Elk Grove)
38. Sheldon Road Widening (Bruceville to Lewis Stein) (contribution to City of Elk Grove)
39. Cosumnes River Transit Station (contribution to Sacramento Regional Transit District)

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT (LAGUNA) BOUNDARY & VICINITY MAP



Legend

- LAGUNA CFD
- PARCELS

District: Laguna Community Facilities District

Supervisory District: 2 - Kennedy
5 - Nottoli



**County of Sacramento
Laguna Creek Ranch/Elliott Ranch
Community Facilities District No. 1
Improvement Area No. 1**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section,
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 1990, 1997 and 2011, the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area No. 1 (LCR/ER CFD, Imp. Area 1) and to authorize the issuance of bonds and refunding bonds to finance the acquisition and construction costs of certain capital public facilities:

- Adopted Resolution No. 90-1231 establishing the LCR/ER CFD, Imp. Area 1 (7/10/1990);
- Adopted Resolution Nos. 90-1497 and 90-2101 authorizing the issuance of \$34,000,000 principal amount County of Sacramento, Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area 1 Series 1990 special tax bonds (8/28/1990 and 12/5/1990);
- Adopted Resolution No. 97-1527 authorizing the issuance of \$31,980,000 principal amount of County of Sacramento LCR/ER CFD, Imp. Area 1 Series 1997 Special Tax Refunding Bond (12/17/1997);
- Adopted Resolution No. 2010-0994 authorizing the issuance of up to \$20,000,000 principal amount County of Sacramento, Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area 1 Series 2011 special tax refunding bonds (12/14/2010).

The facilities authorized for funding from the LCR/ER CFD, Imp. Area 1 bond debt and taxes are listed in Exhibit C to Resolution No. 90-1231. This report contains the reporting elements required by Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$2,488,412.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$18,774 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$2,469,638 (as of July 1, 2020).

Previous year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$10,071 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$74,122.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$2,362,030.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the LCR/ER CFD, Imp. Area 1:

TABLE D		
Components	Expenditures	Funding Source
1. Facilities	\$0	Bond Proceeds and Special Taxes
2. Services	\$0	
3. Bond Principal and Interest	\$2,187,438	Special Taxes
4. Administrative Costs	\$174,592	Special Taxes
Total	\$2,362,030	

E. EXPENDITURES FOR FACILITIES:

For Fiscal Year 2019-20, there were no expenditures for facilities for the LCR/ER CFD, Imp. Area 1.

F. EXPENDITURES FOR SERVICES:

There are no authorized services for the LCR/ER CFD, Imp. Area 1.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the LCR/ER CFD, Imp. Area 1 for administrative costs:

TABLE G	
Administrative Components	Expenditures
Administration	\$158,313
Accounting	\$2,011
Legal Services	\$0
Other Operating Expenses – Services*	\$400
Treasurer’s Fiscal Agent Charges	\$2,202
System Development Services	\$11,666
Total	\$174,592

*Overlapping Debt Report

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer’s fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the LCR/ER CFD, Imp. Area 1.

Summary of Potential Maximum Taxes:

A summary of the taxable land base in the LCR/ER CFD, Imp. Area 1 for Fiscal Year 2019-20 is shown on Table I below:

TABLE I		
Special Tax Area	Number of Parcels	Potential Maximum Annual Revenue
1	1,962	\$1,866,754.69
2	9	\$8,981.00
3	60	\$591,202.40
4	38	\$164,951.30
5	308	\$144,546.71
6	30	\$81,042.00
Total	2,407	\$2,857,478.10

a. Status of Facilities:

Projects Remaining:

1. Lambert Road Drainage/Flood Control Facility (share contribution)
2. Town Square Park Improvements

Projects Completed:

1. Bartholomew Park Shade Structure with ADA Access
2. Lawson Park Shade Canopy/Playground Equipment with ADA Access
3. King Park Improvements:
 - a. Shade Structure with Picnic Tables
 - b. Shade Canopy
 - c. Bucket swings
4. Bartholomew Park Drainage Improvements
5. Harbour Point Drive Landscape Median
6. Safety lighting at Caterino Park
7. I-5 Mainline Widening share contribution (Laguna Blvd. to Pocket Road)
8. Laguna Blvd. at UPRR Overcrossing
9. Signalized Intersection of Laguna Blvd. and Harbour Point Drive

10. Signalized Intersection of Laguna Blvd. and Laguna Main Street
11. Signalized Intersection of Laguna Blvd. and Dwight Road/Babson Drive
12. Laguna Blvd./I-5 Freeway Interchange
13. Signalized Intersection of Laguna Blvd. and Franklin Blvd.
14. Signalized Intersection of Laguna Blvd. and Santorini/Neosho Drives
15. Dwight Road (Laguna Blvd. to north boundary of Laguna Creek Ranch)
16. Laguna Boulevard (Franklin Blvd. to I-5)
17. Laguna Blvd. at High Tech Court traffic signal
18. Harbour Point Drive (Laguna Blvd. to south boundary of Laguna Creek Ranch)
19. Bus Turnout/Transit Layover Facility at Town Hall
20. Drainage Facilities: west and north levees, pump station
21. Park Facilities: Laguna West Town Hall and Park, Meadows Park, Lawson Park, Lawrence Park, Bartholomew Park, Renwick Square park, Unit No. 27 Park
22. Fire Station 75 at 2300 Maritime Drive (Laguna Creek Ranch share)
23. Laguna Boulevard Tree Removal and Replacement (Franklin Blvd. to I-5)
24. Laguna Boulevard/UPRR Overcrossing Sound Attenuation (Rubberized asphalt)
25. Maintenance Repair of Laguna Boulevard/I-5 Interchange Exit Ramp
26. Landscaping of the Laguna Boulevard/I-5 Interchange
27. Laguna Boulevard/UPRR Overcrossing Sidewalk Repair
28. Park and Ride (at Apple Computer)
29. Renwick Avenue/Harbour Point Drive Traffic Signal
30. Galen Drive/Harbour Point Drive Traffic Signal
31. Landscaping of the Laguna Boulevard/Union Pacific Railroad Overcrossing (south side only)
32. Harbour Point Drive Median and Rehabilitation

b. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. It is also information that is required as part of the separate annual report submission to the California Debt and Investment Advisory Commission (CDIAC). The table below shows the total assessed value of the land and improvements for the property within the LCR/ER CFD, Imp. Area 1:

County of Sacramento LCR/ER Community Facilities District No.1, Improvement Area No. 1
Government Code Section 53343.1 Annual Report Fiscal Year Ending June 30, 2020

Year	Land	Improvements	Total
2020*	\$301,674,867	\$916,539,455	\$1,218,214,322

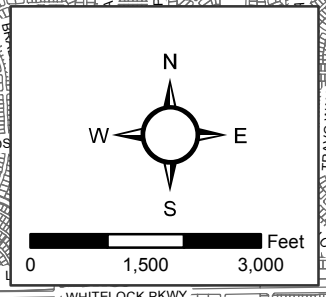
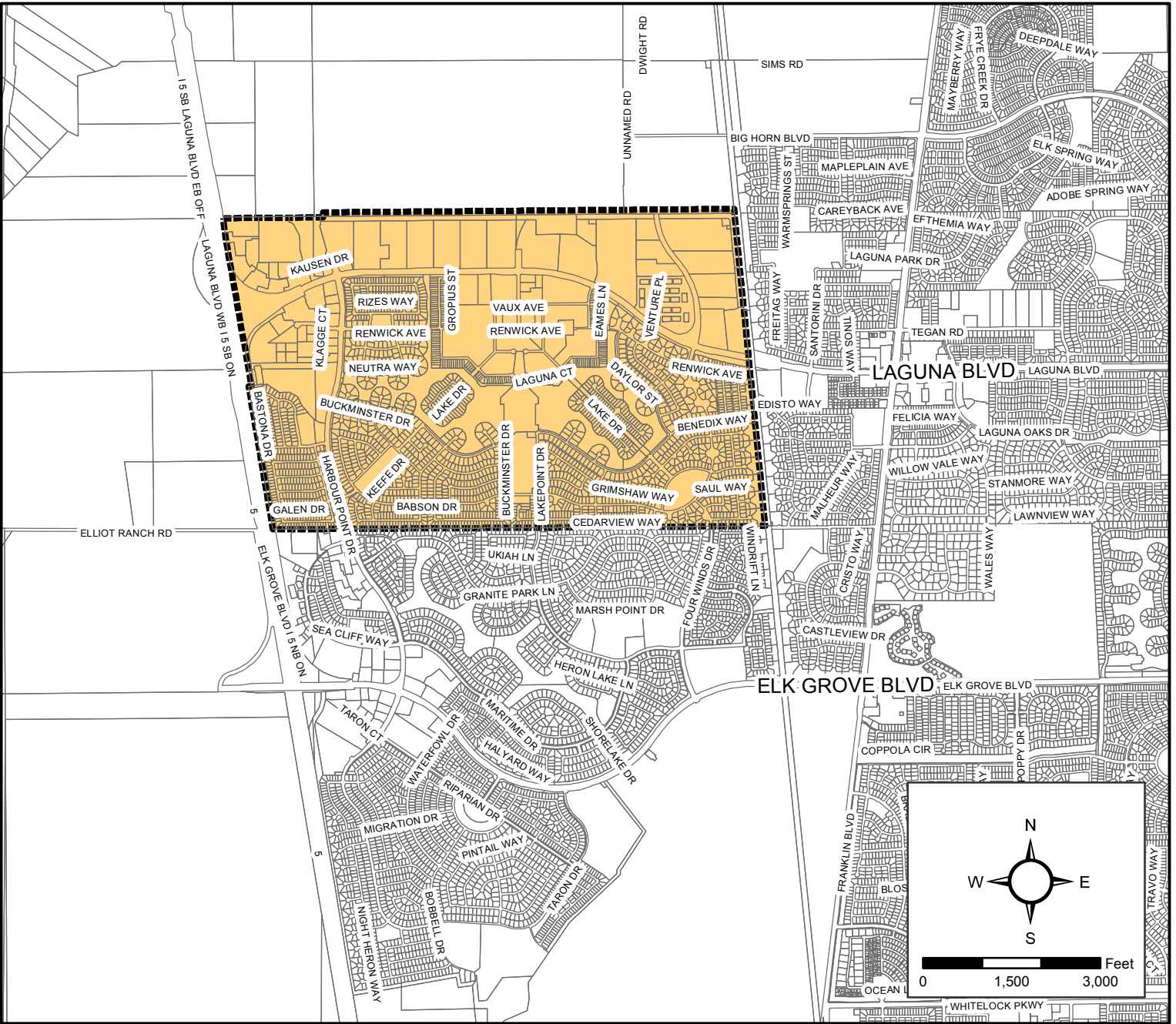
* Assessed Property Value as of June 30th of the indicated year; only taxable property within the District is included.

c. Financial Statement:



The County's independent auditor will issue a debt covenant compliance report for this district after the issuance of the County's financial statements for Fiscal Year 2019-20.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO. 1, IMPROVEMENT AREA NO. 1 (LAGUNA CREEK RANCH/ELLIOTT RANCH) BOUNDARY & VICINITY MAP

10/26/2017 1:Master_Data_Model\Community_Facility_Districts\Laguna Creek Ranch-CD No. 1 Improv Area No. 1 (LCR-ER) Annual Report 102017.mxd



Legend

-  PARCELS
-  LCR/ER CFD No1, Area 1

District: Laguna Creek Ranch / Elliott Ranch
Community Facilities District No. 1,
Improvement Area No. 1

Supervisory District: 5 - Nottoli



**County of Sacramento
Laguna Creek Ranch/Elliott Ranch
Community Facilities District No. 1
Improvement Area No. 2**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 1990, 1997, and 2011, the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area No. 2 (the "LCR/ER CFD, Imp. Area 2") and to authorize the issuance of bonds and refunding bonds to finance the acquisition and construction costs of certain capital public facilities:

- Adopted Resolution No. 90-1231 establishing LCR/ER CFD, Imp. Area 2 (7/10/1990);
- Adopted Resolution Nos. 90-1497 and 90-2101 authorizing the issuance of \$24,155,000 principal amount County of Sacramento, Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area 2 Series 1991 special tax bonds (8/28/1990 and 12/5/1990);
- Adopted Resolution Nos. 97-0858 and 97-0927 authorizing the issuance of \$21,415,000 principal amount County of Sacramento, Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area 2 Series 1997 special tax refunding bonds (7/15/1997 and 7/29/1997);
- Adopted Resolution No. 2010-0995 authorizing the issuance of up to \$15,000,000 principal amount County of Sacramento, Laguna Creek Ranch/Elliott Ranch Community Facilities District No. 1, Improvement Area 2 Series 2011 special tax refunding bonds (12/14/2010).

The facilities authorized for funding from the LCR/ER CFD, Imp. Area 2 bond debt and taxes are listed in Exhibit C to Resolution No. 90-1231. This report contains the reporting elements required by Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$1,764,234.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$14,894 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$1,749,340 (as of July 1, 2020).

Previous year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$5,937 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$44,682.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$1,695,854.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the LCR/ER CFD, Imp. Area 2:

TABLE D		
Components	Expenditures	Funding Source
1. Facilities	\$0	Bond Proceeds and Special Taxes
2. Services	\$0	
3. Bond Principal and Interest	\$1,528,850	Special Taxes
4. Administrative Costs	\$167,004	Special Taxes
Totals	\$1,695,854	

E. EXPENDITURES FOR FACILITIES:

There were no expenditures for facilities in 2019-20 by LCR/ER CFD, Imp. Area 2.

F. EXPENDITURES FOR SERVICES:

There are no authorized services for the LCR/ER CFD, Imp. Area 2.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the LCR/ER CFD, Imp. Area 2 for administrative costs:

TABLE G	
Administrative Components	Expenditures
Administration	\$151,576
Accounting	\$4,062
Legal Services	\$0
Other Operating Expenses- Services*	\$400
Treasurer's Fiscal Agent Charges	\$1,892
System Development Services	\$9,074
Totals	\$167,004

* Overlapping Debt Report

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer's fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the LCR/ER CFD, Imp. Area 2.

a. Summary of Potential Maximum Tax:

A summary of the taxable land base in the LCR/ER CFD, Imp. Area 2 for Fiscal Year 2019-20 is shown on Table 1 below:

TABLE I			
Special Tax Area	Number of Parcels	Total Acreage	Potential Maximum Annual Revenue
1	1,952	349.98	\$2,021,629.47
2	327	60.31	\$294,496.59
Total	2,279	410.29	\$2,316,126.06

b. Status of Facilities:

Projects Remaining:

1. Joint Use Park and Ride
2. Lambert Road Drainage/Flood Control Facility (share contribution)
3. Street Light on the Elk Grove/I-5 Interchange

Projects Completed:

1. Harbour Point Drive Landscaped Median
2. I-5 Mainline Widening share contribution (Laguna Blvd. to Pocket Road)
3. Elk Grove Blvd. at UPRR Overcrossing
4. Signalized Intersection of Elk Grove Blvd. and Harbour Point Drive
5. Signalized Intersection of Elk Grove Blvd. and Four Winds Drive
6. Elk Grove Blvd./I-5 Freeway Interchange
7. Signalized Intersection of Elk Grove Blvd. and Franklin Blvd.
8. Signalized Intersection of Elk Grove Blvd. and Shore Lakes Drive
9. Elk Grove Boulevard (Franklin Blvd. to I-5)
10. Harbour Point Drive (Elk Grove Blvd. to north boundary of Elliott Ranch)

11. Four Winds Drive (Elk Grove Blvd. to north boundary of Elliott Ranch)
12. Drainage Facilities: west and south levees, outfall channel, pump station
13. Park Facilities: Johnson Park Phases I and II, Caterino Park
14. Fire Station 75 at 2300 Maritime Drive (Elliott Ranch share)
15. Traffic Signal (Harbour Point Drive and Maritime Drive)
16. Street light on Elk Grove Blvd./I-5 interchange
17. Harbour Point Drive Median and Rehabilitation

c. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. It is also information that is required as part of the separate annual report submission to the California Debt and Investment Advisory Commission (CDIAC). The table below shows the total assessed value of the land and improvements for the property within the LCR/ER CFD, Imp. Area 2:

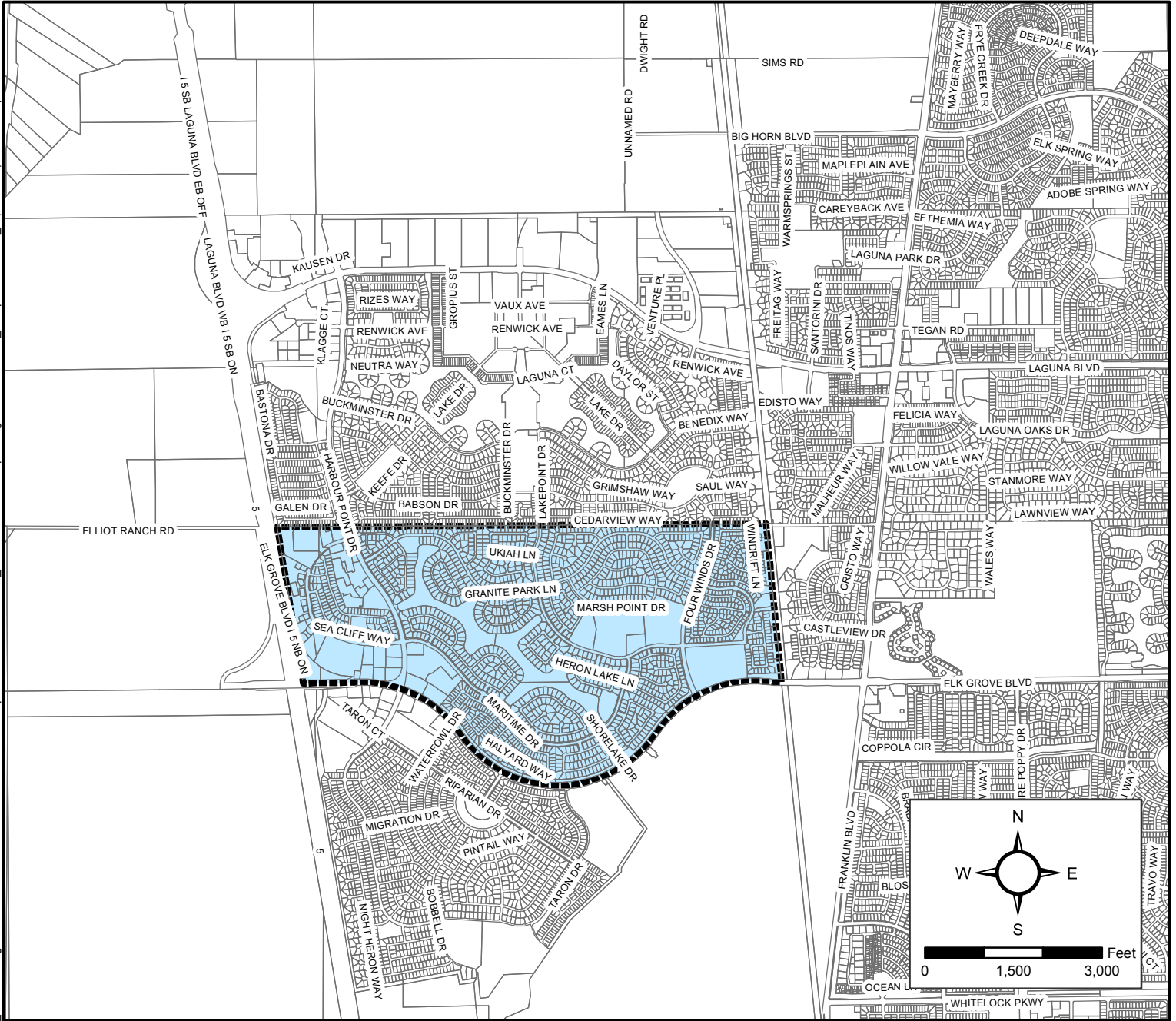
Year	Land	Improvements	Total
2020*	\$231,504,449	\$704,814,163	\$936,318,612

* Assessed value of property as of June 30th of the indicated year; only taxable property within the District is included.



d. Financial Statement:

The County's independent auditor will issue a debt covenant compliance report for this district after the issuance of the County's financial statements for Fiscal Year 2019-20.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO. 1, IMPROVEMENT AREA NO. 2 (LAGUNA CREEK RANCH/ELLIOTT RANCH) BOUNDARY & VICINITY MAP



Legend

-  PARCELS
-  LCR/ER CFD No. 1, Area 2

District: Laguna Creek Ranch / Elliott Ranch
Community Facilities District No. 1,
Improvement Area No. 2

Supervisory District: 5 - Nottoli



**County of Sacramento
Laguna Stonelake
Community Facilities District No. 1**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 1999 and 2005, the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Laguna Stonelake Community Facilities District No. 1 (the "Stonelake CFD") and authorize the issuance of bonds and refunding bonds to finance the acquisition and construction costs of certain capital public facilities:

- Adopted Resolution No. 99-0900 establishing the Stonelake CFD (June 29, 1999);
- Adopted Resolution No. 99-0901 declaring the necessity to incur a bonded indebtedness for up to \$20,000,000 in principal amount of Stonelake CFD special tax bonds (June 29, 1999);
- Adopted Resolution No. 99-1277 authorizing the issuance and providing for the sale of \$13,025,000 principal amount Stonelake CFD special tax bonds (October 6, 1999);
- Adopted Resolution No. 2005-0498 authorizing the issuance of Stonelake CFD 2005 Special Tax Refunding Bonds in a principal amount not to exceed \$15,000,000 (04/19/2005).

The facilities that are authorized for funding from the Stonelake CFD bond debt are listed in Exhibit A of Resolution No. 99-0901. This report contains the reporting elements required by Government Code Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$994,060.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$4,145 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$989,914 (as of July 1, 2020).

Previous years delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$1,702 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$5,420.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$990,337.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the Stonelake CFD:

TABLE D		
Components	Expenditures	Funding Source
1. Facilities	\$0	
2. Services	\$0	
3. Bond Principal and Interest	\$850,209	Special Taxes
4. Administrative Costs	\$140,128	Special Taxes
Total	\$990,337	

E. EXPENDITURES FOR FACILITIES:

All facilities to be funded by the Stonelake CFD bond proceeds are constructed and funded; therefore, there were no expenditures for the facilities for Fiscal Year 2019-20.

F. EXPENDITURES FOR SERVICES:

There are no authorized services for the Stonelake CFD.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the Stonelake CFD for administrative costs:

TABLE G	
Administrative Components	Expenditures
Administration	\$129,552
Accounting	\$1,983
Legal Services	\$0
Treasurer’s Fiscal Agent Charges	\$2,233
System Development Services	\$6,360
Total	\$140,128

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer’s fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the Stonelake CFD.

a. Summary of Potential Maximum Taxes:

A summary of the taxable land base in the Stonelake CFD for Fiscal Year 2019-20 is shown on Table I below:

TABLE I			
Property Type as per Development Status	Number of Parcels	Allocation (Taxable) Acres	Potential Maximum Annual Revenue
Developed Property, detached, residential	1,467	280.41	\$1,121,631.53
Developed Property, other	15	52.64	\$210,560.08
Undeveloped Property	6	14.97	\$59,880.00
Home Owners' Association Property	1	3.12	\$12,480.00
TOTAL	1,489	351.14	\$1,404,551.61

Developed Property – all Single Family Detached Residential Parcels for which a Final Map has been recorded and all other Parcels in the district for which Building Permits have been issued.

The Special Tax is levied up to 100 percent of the Maximum Special Tax of the types of property in the order as listed where the “Developed Property” including both “detached, residential” and “other” is the first category to be levied up to 100 percent.

b. Status of Facilities:

Projects Remaining:

None

Projects Completed:

1. Project F-1: Fire Station 75 (Laguna Stonelake share)
2. Project D-1: Interior Trunk Gravity Pipe System and Outfall Pipe and Channel Construction
3. Project D-2: Detention Basin
4. Project D-3: Drainage Pump Station
5. Project D-4: Levees

6. Project D-5: Wetland Mitigation
7. Project S-1: Sanitary Sewer Facilities Not Reimbursable By CSD-1
8. Project W-1: Water Facilities Not Reimbursable By Zone 40
9. Project R-1: Widen Elk Grove Boulevard from I-5 to Easterly Development Area "A" Boundary
10. Project R-5: Intersection Modification at Elk Grove Boulevard/Harbour Point Drive
11. Project R-6: Intersection Modifications at Elk Grove Boulevard/"B" Drive (west) (Unsignalized)
12. Project R-7: Intersection Modifications at Elk Grove Boulevard/"JJ" Drive
13. Project R-8: Intersection Modifications at Elk Grove Boulevard/"A" Drive (east)
14. Project R-9: Harbour Point Drive Extension ("A" Drive, west) from Elk Grove Boulevard to the First Interior

c. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. It is also information that is required as part of the separate annual report submission to the California Debt and Investment Advisory Commission (CDIAC). The table below shows the total assessed value of the land and improvements for the property within the Stonelake CFD:

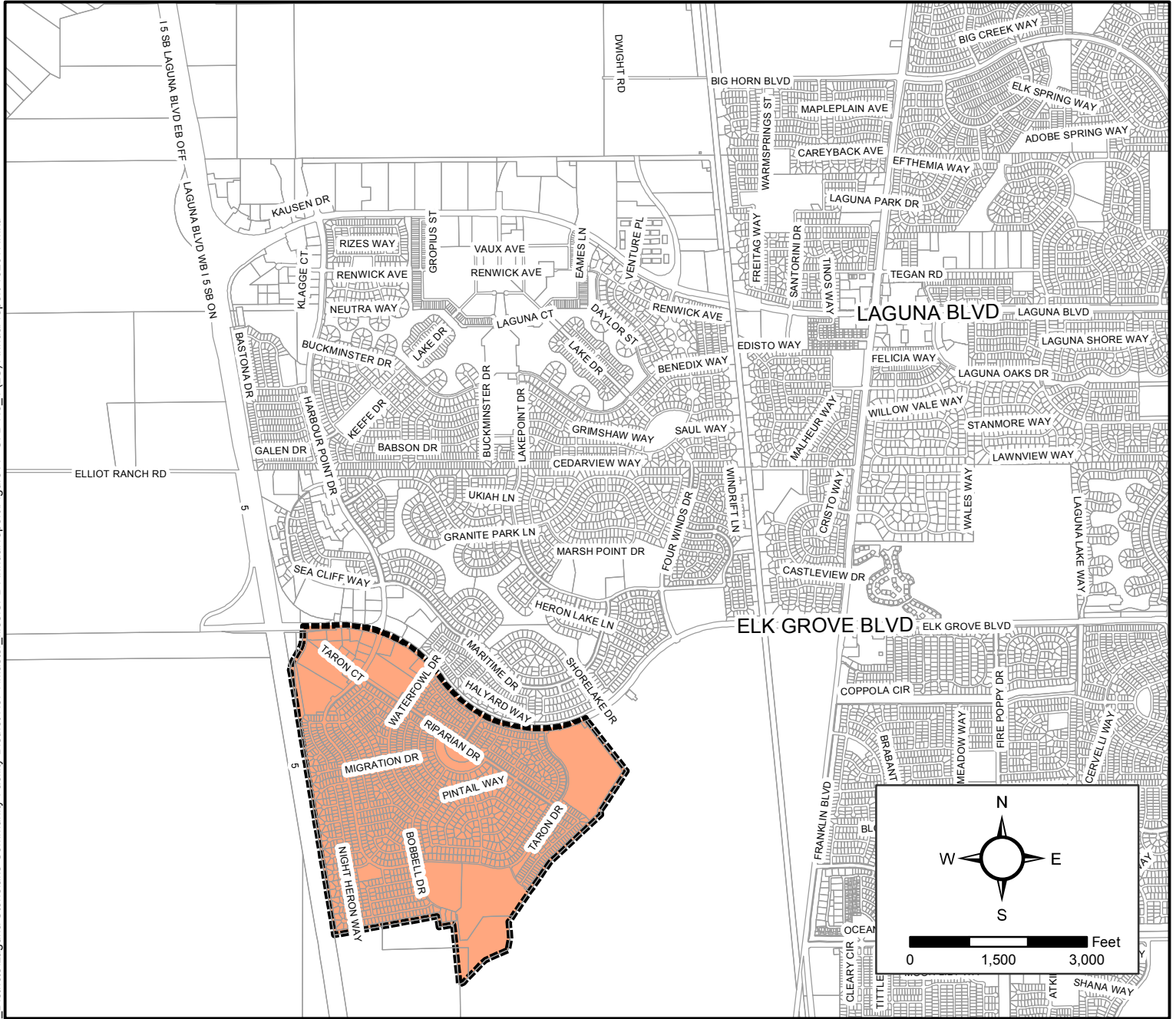
Year	Land	Improvements	Total
2020*	\$193,543,520	\$572,630,211	\$766,173,731

* Assessed property value as of June 30th of the indicated year; only taxable property within the District is included.



d. Financial Statement:

The County's independent auditor will issue a debt covenant compliance report for this district after the issuance of the County's financial statements for Fiscal Year 2019-20.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO. 1 (LAGUNA STONELAKE) BOUNDARY & VICINITY MAP



Legend

-  Parcels
-  Laguna Stonelake CFD No.1

District: Laguna Stonelake
Community Facilities District No.1

Supervisory District: 5 - Nottoli



**County of Sacramento
Metro Air Park
Community Facilities District No. 1998-1
(Planning and Design Costs)**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 1998, the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Metro Air Park Community Facilities District No. 1998-1 (Planning and Design Costs) (the "MAP Soft Cost CFD") and authorize the issuance of bonds to finance the planning and design costs of certain capital public facilities:

- Adopted Resolution No. 98-1276 establishing MAP Soft Cost CFD (10/20/1998);
- Adopted Resolution No. 98-1517 authorizing the issuance of up to \$5,310,000 principal amount MAP Soft Cost CFD special tax bonds (12/15/1998);
- Adopted Resolution No. 98-1518 authorizing the issuance and providing for the sale of \$5,310,000 principal amount MAP Soft Cost CFD special tax bonds (12/15/1998).

The facilities that are authorized for funding from the MAP Soft Cost CFD bond proceeds are listed in Exhibit A to Resolution No. 98-1276. This report contains the reporting elements required by Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$693,867.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$41,480 (as of July 1, 2020). To replenish the delinquent taxes, \$4,290 in additional special taxes were levied for Fiscal Year 2020-21.

Special taxes collected for Fiscal Year 2019-20 amounted to \$652,387 (as of July 1, 2020).

The previous years' delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$285,712 and \$47,135, the delinquent amount, penalties and interest, respectively.

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$26,198.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$914,242.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the MAP Soft Cost CFD:

TABLE D

Components	Expenditures	Funding Source
1. Planning and Design Costs	\$279,224	Special Taxes and Interest
2. Services	\$0	
3. Bond Principal and Interest	\$475,950	Special Taxes
4. Administrative Costs	\$159,068	Special Taxes
Total	\$914,242	

E. EXPENDITURES FOR FACILITIES:

Table E provides the details of the Fiscal Year 2019-20 expenditures for facility design.

TABLE E

PROJECT DESCRIPTION	FY 2019-20 DISTRICT EXPENDITURE
Power Line Road Design, surveys and materials testing	\$82,519
Interstate 5 Auxiliary Lane Design and surveys	\$196,705
Total FY 2019-20 County Expenditures	\$279,224

F. EXPENDITURES FOR SERVICES:

There are no authorized services for the MAP Soft Cost CFD.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the MAP Soft Cost CFD for administrative costs:

TABLE G

Administrative Components	Expenditures
Administration	\$144,712
Accounting	\$6,080
General Services - Printing Services*	\$60
Legal Services	\$0
Treasurer's Fiscal Agent Charges	\$2,383
System Development Services	\$5,833
Total	\$159,068

*Materials for Interstate 5/Metro Air Parkway groundbreaking ceremony. Costs will be transferred to CFD No. 2000-1 in Fiscal Year 2020-21.

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer's fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act but is general information pertinent to the MAP Soft Cost CFD.

a. Summary of Potential Maximum Tax:

A summary of the taxable land base in the MAP Soft Cost CFD for Fiscal Year 2019-20 is shown in Table I below:

TABLE I

TAXABLE PROPERTY (ACRES)	MAXIMUM TAX AVAILABLE
1,678.51	\$856,039.08

b. Status of Planning and Design Costs:

Projects Remaining:

1. Power Line Road design, surveys and materials testing
2. Interstate 5 Auxiliary Lane design and surveys

Projects Completed:

1. Prepaid Engineering
2. Reconstruct Pump Station #3 (Design Cost)
3. Metro Air Parkway / I-5 Interchange – Project Study Report
4. Metro Air Parkway (I-5 to Elverta) and Elkhorn Boulevard (Powerline Road to Lone Tree Road) (Design Cost)
5. Mass Grading (Design Cost)
6. Master Drainage Plan (Design Cost)
 - Detention/Water Quality Basin Within Open Space (Basin No. 1)
 - Detention/Water Quality Basin Within Open Space (Basin No.2)
 - Detention/Water Quality Basin Within Golf Course
 - Reimbursable Public Golf Course Drainage
 - Soils Engineering

c. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the district. It is also information that is required as part of the separate annual report submission to the California Debt and Investment Advisory Commission (CDIAC). The table below shows the total assessed value of the land and improvements for the property within the MAP Soft Cost CFD:

Year	Land	Improvements	Total
2020*	\$114,525,634	\$108,838,000	\$223,363,634

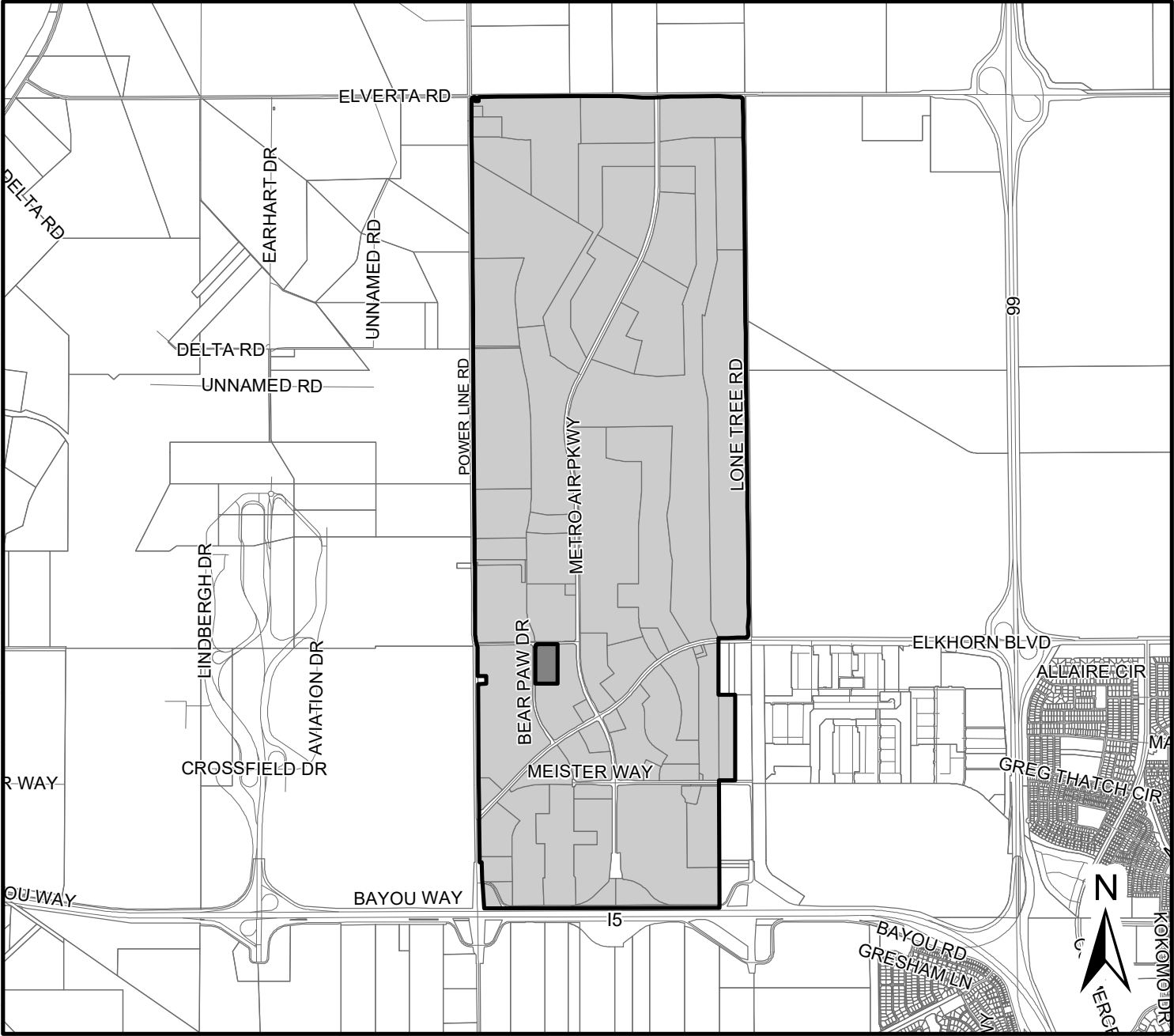
* Assessed Property Value as of June 30th of the indicated year; only taxable property within the District is included.

d. Financial Statement:

The County’s independent auditor will issue a debt covenant compliance report for this district after the issuance of the County’s financial statements for Fiscal Year 2019-20.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO. 1998-1 (METRO AIR PARK) BOUNDARY & VICINITY MAP

10/5/2020 1:\Master_Data_Model\Community_Facility_Districts\Metro Air Park CFD No. 1998-1 (Planning)\Master_Files\CFD Annual report\Figure A - CFD 1998-1 (MAP Plan) Annual_Dev_impct_Fee_Rpt_Oct2020.mxd

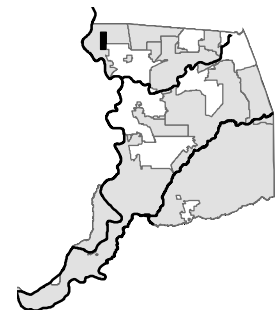


Legend

- Parcels within District
- Excluded Parcel
- MAP-Planning CFD 1998-1 Boundary

District: Metro Air Park Community
Facilities District No. 1998-1
(Planning and Design Costs)

Supervisory District: 1 - Serna



**County of Sacramento
Metro Air Park
Community Facilities District No. 2000-1**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2000, 2004 and 2007, the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Metro Air Park Community Facilities District No. 2000-1 (the "MAP Hard Cost CFD") to provide for the financing of certain public capital facilities and services related thereto and authorize the issuance of bonds to finance the acquisition and construction costs of capital public facilities:

- Adopted Resolution No. 2000-1144 establishing the MAP Hard Cost CFD (9/26/2000);
- Adopted Resolution No. 2000-1145 authorizing the issuance of up to \$200,000,000 principal amount MAP Hard Cost CFD special tax bonds (9/26/2000);
- Adopted Resolution No. 2004-0312 authorizing the issuance and providing for the sale of \$63,460,000 principal amount MAP Hard Cost CFD Series 2004A special tax bonds (3/30/2004);
- Adopted Resolution No. 2007-1490 authorizing the issuance and providing for the sale of \$40,200,000 principal amount MAP Hard Cost CFD Series 2007B special tax bonds (12/11/2007).

The facilities that are authorized for funding from the MAP Hard Cost CFD bond proceeds are listed in Exhibit C to Resolution No. 2000-1144. This report contains the reporting elements required by Section 53343.1 of the Act for the facilities component funded by the bonds, as well as activities related to the services component funded directly by special taxes. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Facilities

Facilities special taxes levied for Fiscal Year 2019-20 amounted to \$11,155,741.

Facilities special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$1,081,793 (as of July 1, 2020). To replenish the delinquent taxes and to augment the Acquisition and Construction Fund, \$2,421,556 in additional special taxes were levied for Fiscal Year 2020-21.

Facilities special taxes collected for Fiscal Year 2019-20 amounted to \$10,073,948 (as of July 1, 2020).

The previous years' delinquent Facilities special taxes collected in Fiscal Year 2019-20 amounted to \$4,363,727 and \$631,231 in the delinquent amount, interest and penalties, respectively.

Services

Services special taxes levied for Fiscal Year 2019-20 amounted to \$77,700.

- Administration amounted to \$30,000,
- Landscape Maintenance amounted to \$0,
- Water Supply Maintenance amounted to \$0,
- Drainage Basin Groundwater Pumping amounted to \$47,700, and
- Traffic Monitoring amounted to \$0.

Services special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$3,931 (as of July 1, 2020).

Services special taxes collected for Fiscal Year 2019-20 amounted to \$73,769 (as of July 1, 2020).

Previous year delinquent Services special taxes collected in Fiscal Year 2019-20 amounted to \$1,554 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 on Facilities special taxes amounted to \$225,780.

Interest revenue utilized for Fiscal Year 2019-20 on the Services special taxes amounted to \$48,299 for the following services:

- Administration = \$3,201
- Landscape Maintenance = \$8,117
- Water Supply Maintenance = \$905
- Drainage Basin Groundwater Pumping = \$35,015
- Traffic Monitoring = \$1,061.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$16,161,061 for Facilities and \$98,424 for Services.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the MAP Hard Cost CFD:

TABLE D

Components	Expenditures	Funding Source
1. Facilities	\$7,534,664	Bond Proceeds, Interest, and Pay-Go
3. Bond Principal and Interest	\$8,305,900	Special Taxes
4. Administrative Costs	\$320,497	Special Taxes
Total Facilities Expenditures	\$16,161,061	
1. Services	\$73,786	Special Taxes
2. Administrative Costs	\$24,638	Special Taxes
Total Services Expenditures	\$98,424	

E. EXPENDITURES FOR FACILITIES:

Table E-1 below provides the details of the expenditures for the acquisition of developer constructed facilities by the MAP Hard Cost CFD. This table shows the facilities completed in previous years. There are no MAP Hard Cost CFD facilities completed by developer in recent years including the fiscal year of this report. The MAP Hard Cost CFD also has no near term future developer-constructed projects.

TABLE E-1

PROJECT NO.	PROJECT DESCRIPTION	DISTRICT EXPENDITURE	FISCAL YEAR
	TOTAL FY 2019-20 EXPENDITURES	\$0	
	TOTAL FY 2018-19 EXPENDITURES	\$0	
	TOTAL FY 2017-18 EXPENDITURES	\$0	
	TOTAL FY 2016-17 EXPENDITURES	\$0	
	TOTAL FY 2015-16 EXPENDITURES	\$0	
	TOTAL FY 2014-15 EXPENDITURES	\$0	
HCP-1	HCP Fee Payment [remaining balance]	\$515,111	13-14
	TOTAL FY 2013-14 EXPENDITURES	\$515,111	
I5-6	I-5/Metro Parkway Interchange – North side right-of-way	\$573,375	12-13
	TOTAL FY 2012-13 EXPENDITURES	\$573,375	
SWR-2	Sewer Lift Station & Force Main	\$685,000	11-12
WTR-5.2-1	Water Tank and Booster Pump	\$179,730.71	11-12
	TOTAL FY 2011-12 EXPENDITURES	\$864,730.71	

County of Sacramento Metro Air Park Community Facilities District No. 2000-1
Government Code Section 53343.1 Annual Report Fiscal Year Ending June 30, 2020

PROJECT NO.	PROJECT DESCRIPTION	DISTRICT EXPENDITURE	FISCAL YEAR
RMB-2	Developer District Formation Reimbursement	\$235,000.00	10-11
WTR-5.2-2	Water Transmission Main - Payment for cost overrun per amended agreement	\$114,076.87	10-11
WTR-5.2-1	Water Tank and Booster Pump	\$11,385,098.26	10-11
	TOTAL FY 2010-11 EXPENDITURES	\$11,734,175.13	
MP-1.1	Metro Parkway - Payment for Environmental Mitigations per amended agreement	\$2,298,382.83	09-10
MP-1.1JT	Metro Parkway - I-5 to Elverta Road - Joint Trench	\$6,359,578.51	09-10
DRN-6.1-4	South Lake Pump Station	\$160,026.85	09-10
RD-1000-8	Airport/ Natomas Central Mutual Water Company Irrigation Pump	\$394,122.00	09-10
WTR-5.2-2	Water Transmission Main	\$2,340,000.00	09-10
SMUD-1-1	SMUD Payment	\$610,531.16	09-10
	TOTAL FY 2009-10 EXPENDITURES	\$12,162,641.35	
MP-1.1 ²	Metro Parkway - Payments for cost overrun per amended agreement	\$7,257,860.73	08-09
EB-1.1	Elkhorn Boulevard - Payment for cost overrun per amended agreement	\$735,555.00	08-09
MP-1.1S	Metro Parkway Sewer Pipeline	\$6,203,519.49	08-09
	TOTAL FY 2008-09 EXPENDITURES	\$14,196,935.22	
EB-1.5 JT	Elkhorn Boulevard - Joint Trench	\$1,907,951.57	07-08
DRN-6.1b	Offsite NCMWC Improvements	\$3,239,743.41	07-08
RD1000-1	Del Paso Road Culvert	\$958,573.00	07-08
DRN-9	Pump Station (South)	\$1,809,925.49	07-08
MP-1.1-6 ¹	Metro Parkway - Subgrade, Rock, Concrete, Paving	\$3,368,879.80	07-08
MP-1.1-7 ¹	Metro Parkway - Final Paving	\$538,224.25	07-08
MP-1.1 - Final ¹	Metro Parkway - Final Payment including 15% Retention	\$2,330,060.75	07-08
EB-1.1-6 ¹	Elkhorn Boulevard - Subgrade, Rock, Concrete, Paving	\$1,648,304.17	07-08
EB-1.1-7 ¹	Elkhorn Boulevard - Final Paving	\$218,443.20	07-08
EB-1.1- Final ¹	Elkhorn Boulevard - Final Payment including 15% Retention	\$1,132,083.00	07-08
	TOTAL FY 2007-08 EXPENDITURES	\$17,152,188.64	
MP-1.1-3 & -4 ¹	Metro Parkway - Storm Drainage & Water Supply	\$5,421,821.90	06-07
EB-1.1-3 & -4 ¹	Elkhorn Boulevard - Storm Drainage & Water Supply	\$1,542,439.75	06-07
DRN-6.1b	Offsite NCMWC Improvements	\$1,947,780.00	06-07
	TOTAL FY 2006-07 EXPENDITURES	\$8,912,041.65	
DRN-9	Pump Station (South)	\$7,770,259.00	05-06

County of Sacramento Metro Air Park Community Facilities District No. 2000-1
Government Code Section 53343.1 Annual Report Fiscal Year Ending June 30, 2020

PROJECT NO.	PROJECT DESCRIPTION	DISTRICT EXPENDITURE	FISCAL YEAR
EB-7	Airport Blvd./Crossfield Interchange Reimbursement	\$545,000.00	05-06
MP-1.1-1 ¹	Metro Parkway – Earthwork	\$224,245.30	05-06
EB-1.1-1 & -2 ¹	Elkhorn Boulevard – Earthwork & Sanitary Sewer	\$870,506.88	05-06
DRN-6.1c	Scheler and Guterrez Irrigation	\$195,757.00	05-06
DRN-3, 4, 5, & 6.1a	Detention Basin/Water Quality Facilities & Borrow for Fills	\$196,000.00	04-05
TOTAL FY 2005-06 EXPENDITURES		\$9,801,768.18	
DRN-3, 4, 5, & 6.1a	Detention Basin/Water Quality Facilities & Borrow for Fills	\$14,229,334.01	04-05
RD1000-5	Pump Station #3	\$1,061,749.00	04-05
HCP-1	HCP Fee Payment	\$2,387,121.00	04-05
HCP-2	Swainson Hawk Mitigation for Public Improvements	\$3,300,000.00	04-05
TOTAL FY 2004-05 EXPENDITURES		\$20,978,204.01	
FUTURE DEVELOPER PROJECTS:			
	None at this time		

1. MP-1.1 and EB-1.1 Improvements include the following eight elements: 1) Earthwork, 2) Sanitary Sewer, 3) Storm Drain, 4) Water Supply Pipe, 5) Joint Trench Conduit, 6) Subgrade, Rock, Conc. & Paving, 7) Complete Roadway Improvements, and 8) Fees & Easements. The number of the elements completed to date is shown in the Project Number. Per the Acquisition Agreement, the maximum eligible reimbursement is 85 percent of the actual project cost or 85 percent of the maximum reimbursement amount identified in the Agreement, whichever is less. The remaining 15 percent will be reimbursed to the Developer when the total facility is completed.
2. Payment for MP-1.1 includes payment for Drainage Projects DRN-1.1, DRN-2.1, and DRN-14.1, and Water Projects WTR-1, WTR-4, and WTR-5.2.-3, as defined in the Metro Air Park Public Facilities Master Plan, because all of the projects were constructed under the same contract at the same time.

Table E-2 below provides the details of the Fiscal Year 2019-20 expenditures by the MAP Hard Cost CFD for the County of Sacramento Department of Transportation to construct facilities. The remaining proceeds in this district will be used for continued construction of the Interstate 5/Metro Air Parkway interchange.

TABLE E-2

PROJECT NO.	PROJECT DESCRIPTION	CUMULATIVE PRIOR YEAR'S DISTRICT EXPENDITURE	FY 2019-20 DISTRICT EXPENDITURE
I-5-1	Interstate 5/Metro Air Parkway Interchange - Stage I	\$4,517,870	\$7,534,664
Total FY 2019-20 County Expenditures			\$7,534,664
FUTURE NON-DEVELOPER PROJECTS:			
None at this time			

F. EXPENDITURES FOR SERVICES:

The Services special taxes for the MAP Hard Cost CFD are levied to provide funding for Landscape Maintenance, Traffic Monitoring, Water Supply Maintenance, and Drainage Basin Ground Water Pumping. The revenue collected for these services are transferred to the operating departments and details of the expenditures for these Services special taxes are included in the budget documents prepared by the operating departments. Landscape Maintenance and Traffic Monitoring are services provided by the Department of Transportation. Water Supply Maintenance services are provided by the Water Agency. Drainage Basin Ground Water Pumping services are provided by the Department of Water Resources.

Table F below provides a summary of the Fiscal Year 2019-20 expenditures for services by the MAP Hard Cost CFD:

TABLE F

SERVICE	DISTRICT EXPENDITURE
Landscape Maintenance	\$0
Water Supply Maintenance	\$16,758
Drainage Basin Groundwater Pumping	\$57,028
Traffic Monitoring	\$0
Total FY 2019-20 County Services Expenditures	\$73,786

No services were funded for landscape maintenance and traffic monitoring in Fiscal Year 2019-20. The special taxes collected for these services are in a reserve fund.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the MAP Hard Cost CFD for administrative costs:

TABLE G

Administrative Components	Expenditures
Facilities	
Administration	\$192,775
Accounting	\$6,257
Legal Services	\$90,739
Other Professional Services*	\$3,743
Other Operating Expenses**	\$46
Treasurer’s Fiscal Agent Charges	\$2,466
System Development Services	\$23,657
General Services – Contract Services	\$814
Total Facilities	\$320,497
Services	
Administration	\$16,584
Accounting	\$74
Legal Services	\$0
System Development Services	\$7,980
Total Services	\$24,638

*Calculation of annexation catch-up tax for eight parcels by Special Tax Consultant.

**Notice of Intent - Recording Fee

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer’s fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act but is general information pertinent to the MAP Hard Cost CFD.

a. Summary of Potential Maximum Taxes:

A summary of the taxable land base in the MAP Hard Cost CFD for Fiscal Year 2019-20 is shown in Table I below:

TABLE I

Land Use Zone	Acres	Facilities Special Tax Potential Maximum Annual Revenue	Services Special Tax Potential Maximum Annual Revenue	Potential Maximum Annual Revenue
Light Manufacturing & Distribution	498.63	\$3,034,616.72	\$275,477.68	\$3,310,094.40
Airport Related	283.55	\$1,731,140.35	\$151,193.88	\$1,882,334.23
High-Tech/ Research and Development	168.13	\$1,588,117.87	\$109,810.43	\$1,697,928.30
Professional/ Corporate	112.35	\$1,183,428.93	\$93,317.12	\$1,276,746.05
Commercial	314.55	\$3,618,437.78	\$273,070.81	\$3,891,508.59
Golf Course/ Open Space	0	\$0	\$0	\$0
Total	1,377.21	\$11,155,741.65	\$902,869.92	\$12,058,611.57

b. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. It is also information that is required as part of the separate annual report submission to the California Debt and Investment Advisory Commission (CDIAC). The table below shows the total assessed value of the land and improvements for the property within the MAP Hard Cost CFD:

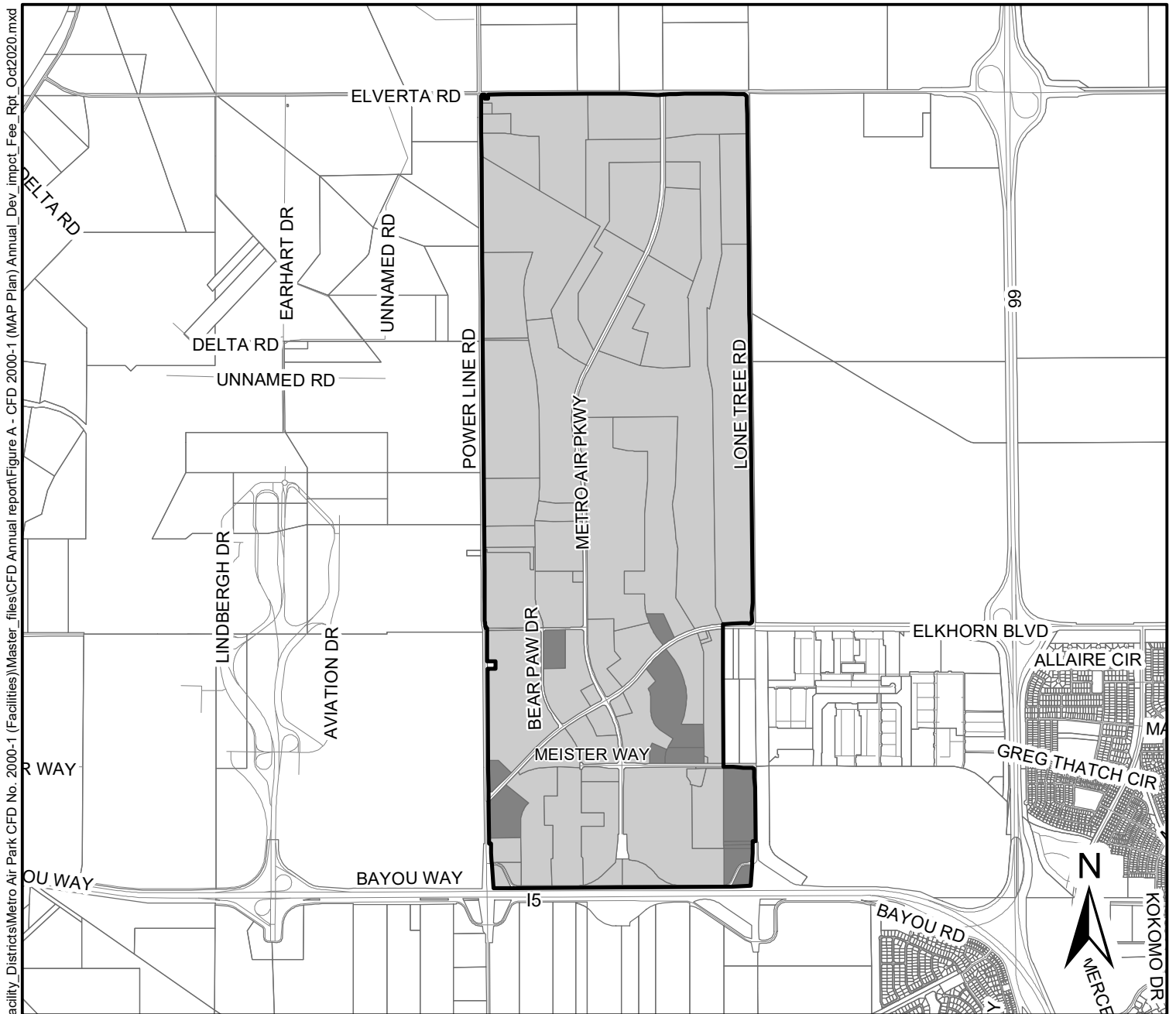
Year	Land	Improvements	Total
2020*	\$112,709,841	\$108,838,000	\$221,547,841

* Assessed Property value as of June 30th of the indicated year; only taxable property within the District is included.

c. Financial Statement:

The County's independent auditor will issue a debt covenant compliance report for this district after the issuance of the County's financial statements for Fiscal Year 2019-20.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO. 2000-1 (METRO AIR PARK) BOUNDARY & VICINITY MAP

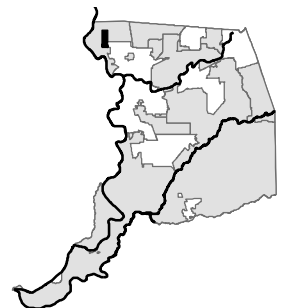


Legend

- Parcels within District
- Excluded Parcels
- MAP-Facilities CFD 2000-1 Boundary

District: Metro Air Park Community
Facilities District No. 2000-1

Supervisory District: 1 - Serna



10/5/2020 I:\Master_Data_Model\Community_Facility_Districts\Metro Air Park CFD No. 2000-1 (Facilities)\Master_files\CFD Annual report\Figure A - CFD 2000-1 (MAP Plan) Annual_Dev_impct_Fee_Rpt_Oct2020.mxd

**County of Sacramento
Park Meadows
Community Facilities District No. 1**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2000, the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Park Meadows Community Facilities District No. 2000-1 (the "Park Meadows CFD") and authorize the issuance of bonds to finance the acquisition and construction costs of certain capital public facilities:

- Adopted Resolution No. 2000-0168 establishing Park Meadows CFD (2/15/2000);
- Adopted Resolution No. 2000-0648 authorizing the issuance of up to \$1,122,336.40 principal amount Park Meadows CFD special tax bonds (6/6/2000);
- Adopted Resolution No. 2000-0649 providing for the sale of \$1,122,336.40 principal amount special tax bonds (6/6/2000).

This report contains the reporting elements required by section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$204,061.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$1,871 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$202,190 (as of July 1, 2020).

Previous year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$459 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$4,894.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$204,502.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the Park Meadows CFD:

TABLE D		
Components	Expenditures	Funding Source
1. Facilities	\$0	
2. Services	\$0	
3. Bond Principal and Interest	\$137,394	Special Taxes
4. Administrative Costs	\$67,108	Special Taxes
Total	\$204,502	

E. EXPENDITURES FOR FACILITIES:

The one and only authorized roadway facility defined as “West Stockton Boulevard between Lewis Stein Road and Dunisch Road” was completed and reimbursed on October 31, 2000. Since there are no remaining authorized facilities for the Park Meadows CFD, there were no expenditures for facilities in Fiscal Year 2019-20.

F. EXPENDITURES FOR SERVICES:

There are no authorized services for the Park Meadows CFD.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the Park Meadows CFD for administrative costs:

TABLE G	
Administrative Components	Expenditures
Administration	\$58,040
Accounting	\$1,972
Legal Services	\$0
Treasurer’s Fiscal Agent Charges	\$1,951
System Development Services	\$5,145
Total	\$67,108

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer’s fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the Park Meadows CFD.

a. Summary of Potential Maximum Tax:

A summary of the taxable land base in the Park Meadows CFD for Fiscal Year 2019-20 is shown on Table I below:

TABLE I		
Special Tax Area	No. of Parcels	Potential Maximum Annual Revenue
North	170	\$128,160.00
South	300	\$95,100.00
Total		\$223,260.00

b. Status of Facilities:

Projects Remaining:

None

Projects Completed:

West Stockton Boulevard between Lewis Stein Road and Dunisch Road

c. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. It is also information that is required as part of the separate annual report submission to the California Debt and Investment Advisory Commission (CDIAC). The table below shows the total assessed value of the land and improvements for the property within the Park Meadows CFD:

County of Sacramento Park Meadows Community Facilities District No. 1
Government Code Section 53343.1 Annual Report Fiscal Year Ending June 30, 2020

Year	Land	Improvements	Total
2020*	\$40,108,262	\$119,193,399	\$159,301,661

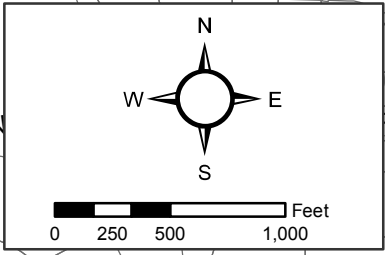
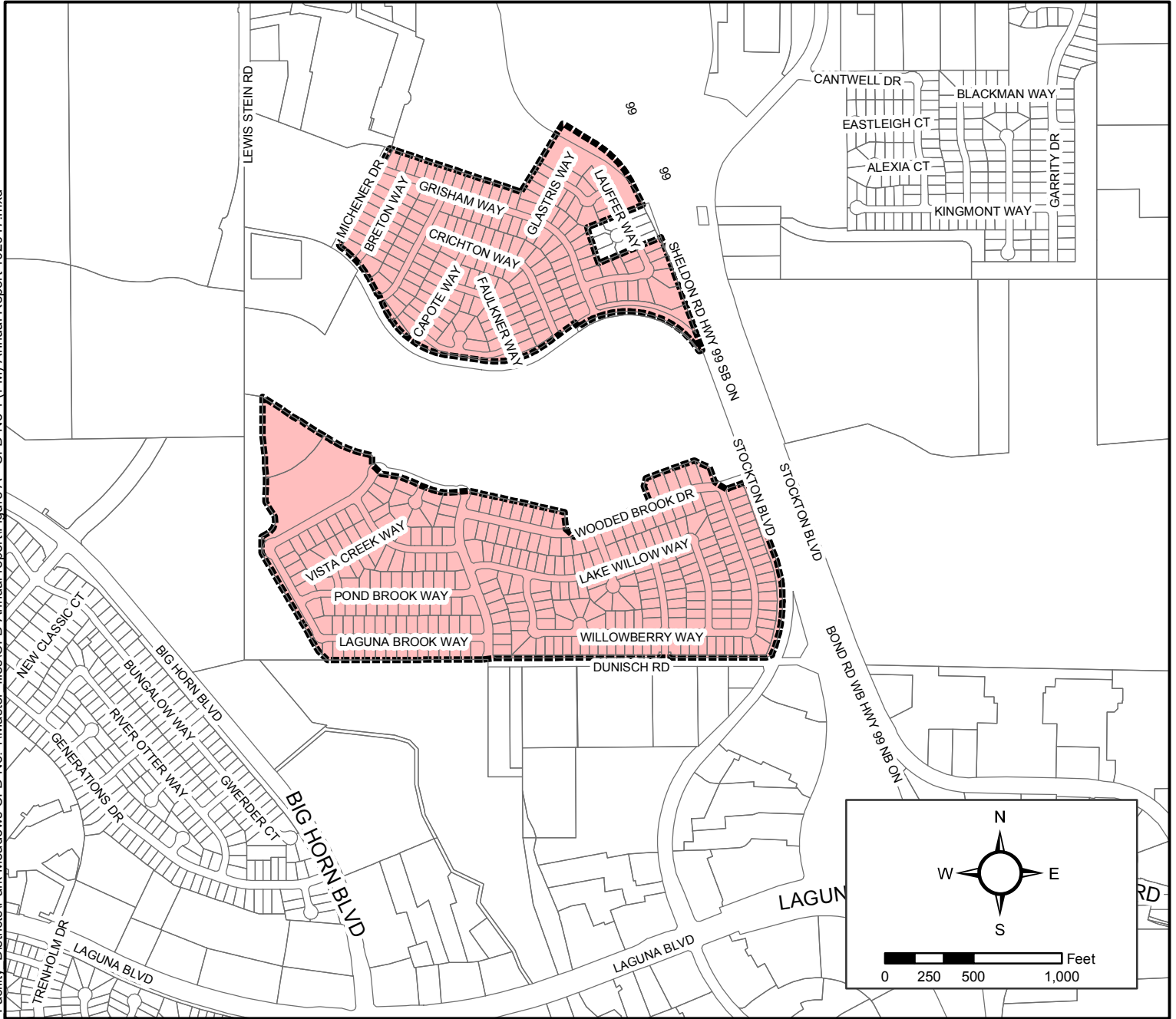
* Assessed property value as of June 30th of the indicated year; only taxable property within the District is included.

d. Financial Statement:

The County's independent auditor will issue a debt covenant compliance report for this district after the issuance of the County's financial statements for Fiscal Year 2019-20.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MEADOWS) BOUNDARY & VICINITY MAP

10/24/2017 I:\Master Data Model\Community Facility Districts\Park Meadows CFD No. 1\Master files\CFD Annual report\Figure A - CFD No 1 (PM) Annual Report 102017.mxd



Legend

- PARCELS
- Park Meadows CFD No.1

District: Park Meadows
Community Facilities District No.1

Supervisory District: 5 - Nottoli



**County of Sacramento
McClellan Park
Community Facilities District No. 2004-1**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2004, 2011 and 2017, the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento McClellan Park Community Facilities District No. 2004-1 (the "McClellan Park CFD") and authorize the issuance of bonds to finance the acquisition and construction costs of certain capital public facilities:

- Adopted Resolution No. 2004-0530 establishing the McClellan Park CFD (5/04/2004);
- Adopted Resolution No. 2004-0531 authorizing the issuance of up to \$90,000,000 principal amount McClellan Park CFD special tax bonds (5/04/2004);
- Adopted Resolution No. 2004-1053 authorizing the issuance and providing for the sale of \$10,500,000 principal amount McClellan Park CFD Series 2004A special tax bonds (8/24/2004);
- On September 1, 2004, \$10,250,000 in principal amount McClellan Park CFD Bonds were issued;
- Adopted Resolution No. 2011-0819 authorizing the issuance and providing for the sale of \$12,000,000 principal amount McClellan Park CFD Series 2011 special tax bonds (11/8/2011);
- On December 8, 2011, \$10,395,000 in principal amount McClellan Park CFD Bonds were issued.
- Adopted Resolution No. 2017-0740 authorizing the issuance and providing for the sale of \$35,000,000 principal amount McClellan Park CFD Series 2017 special tax bonds (10/31/2017);
- On November 16, 2017, \$29,470,000 in principal amount McClellan Park CFD Bonds were issued.

The facilities that are authorized for funding from the McClellan Park CFD bond proceeds are listed in Exhibit B to Resolution No. 2004-0530. This report contains the reporting elements required by Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$2,100,449.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$0 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$2,100,449 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$12,287.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$2,043,389.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the McClellan CFD:

TABLE D

Components	Expenditures	Funding Source
1. Facilities	\$0	Bond Proceeds
2. Services	\$0	
3. Bond Principal and Interest	\$1,879,275	Special Taxes
4. Administrative Costs	\$164,114	Special Taxes
Total	\$2,043,389	

E. EXPENDITURES FOR FACILITIES:

Table E identifies all project expenditures to date. There was \$0 in facility expenditures by the McClellan Park CFD for Fiscal Year 2019-20.

TABLE E

PROJECT	DISTRICT EXPENDITURE	TOTAL PROJECT COST	% OF PROJECT FUNDED BY DISTRICT	FISCAL YEAR FUNDED/ STATUS
Area F – Sewer Replacement Project ⁴	\$2,224,117	\$11,851,555	100%	17-18
Area A – Sewer Replacement Project	\$5,691,945	\$5,691,945	100%	17-18
Area B/C - Sewer Replacement Project ³	\$4,484,735	\$10,118,417	44.32%	17-18
TOTAL FY 17-18 EXPENDITURES	\$12,400,797			
Area F – Sewer Replacement Project ⁴	\$9,627,438	\$11,851,555	100%	11-12

County of Sacramento McClellan Park Community Facilities District No. 2004-1
 Government Code Section 53343.1 Annual Report Fiscal Year Ending June 30, 2020

PROJECT	DISTRICT EXPENDITURE	TOTAL PROJECT COST	% OF PROJECT FUNDED BY DISTRICT	FISCAL YEAR FUNDED/ STATUS
TOTAL FY 11-12 EXPENDITURES	\$9,627,438			
Roberts Ave./43 rd St & West Bailey Loop Drainage System	\$1,024,068	\$2,522,515	40.60%	08-09
TOTAL FY 08-09 EXPENDITURES	\$1,024,068			
Area K-Lift Station	\$1,276,649	\$1,713,075	74.52%	07-08
Area K Civil Engineering Plans and Permits	\$147,460	\$173,483	85.00%	07-08
Sewer System Soil Report	\$42,290	\$49,753	85.00%	07-08
Area K Inspection Fees	\$42,500	\$94,365	45.04%	07-08
Area K Construction Management	\$345,950	\$483,333	71.58%	07-08
Area K Field Engineering Civil Engineer	\$414,109	\$487,187	85.00%	07-08
Contingency	\$791,239	N/A		07-08
15% Retention from "Element Payments" ¹	\$1,103,844	N/A		07-08
TOTAL FY 07-08 EXPENDITURES	\$4,164,041			
Price Avenue Drainage System	\$240,000	\$387,710	61.90%	06-07
Price Street, James Way to E Street ²	\$645,000	\$750,349	85.96%	06-07
TOTAL FY 06-07 EXPENDITURES	\$885,000			
Sanitary Sewer Improvements – Area K ¹				

PROJECT	DISTRICT EXPENDITURE	TOTAL PROJECT COST	% OF PROJECT FUNDED BY DISTRICT	FISCAL YEAR FUNDED/ STATUS
Phase 1 (K-1-1 to K-1-3)	\$798,004	\$1,166,664	68.40%	05-06
Phase 2 (K-2-1 to K-2-2)	\$532,002	\$777,776	68.40%	05-06
Phase 3 (K-3-1 to K-3-3)	\$798,004	\$1,166,664	68.40%	05-06
Phase 4 (K-4-1 to K-4-2)	\$532,002	\$777,776	68.40%	05-06
TOTAL FY 05-06 EXPENDITURES	\$2,660,012			

1. Area K Sanitary Sewer Improvements are acquired as discrete elements, per the acquisition agreement, the maximum eligible reimbursement is 85 percent of the actual project cost or 85 percent of the maximum reimbursement amount identified in the agreement, whichever is less. The remaining 15 percent will be reimbursed to the Developer when the total facility is completed.
2. Roadway Improvements are roadway construction for Price Street between James Way to E Street.
3. McClellan Qualified Investment funds were utilized to fund the remaining \$5,633,682 in McClellan Area B/C Sewer Improvements.
4. In 2017, an additional \$966,159 in McClellan Area F Sewer construction costs was approved. This raised the total project cost for McClellan Area F Sewer construction costs to \$11,851,555, \$9,627,438 funded in Fiscal Year 2011-12 and the remaining \$2,224,117 funded in Fiscal Year 2017-18.

F. EXPENDITURES FOR SERVICES:

There are no authorized services for the McClellan Park CFD.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the McClellan Park CFD for administrative costs:

TABLE G

Administrative Components	Expenditures
Administration	\$143,334
Accounting	\$4,482
Legal Services	\$0
Costs of Issuance	\$0
Treasurer’s Fiscal Agent Charges	\$2,363
System Development Services	\$13,935
Total	\$164,114

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer’s fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district. Administrative expenditures for fiscal year 2019-20 reflect an increase from previous year due to costs of issuance.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the McClellan Park CFD.

a. Status of Development:

A summary of the taxable land base in the McClellan Park CFD for Fiscal Year 2019-20 is shown on Table I below:

TABLE I

TIER	TAXABLE AREA	MAXIMUM TAX AVAILABLE
TIER1	8,059,788 SF	\$2,030,973.82
TIER2	278,104 SF	\$105,133.08
TIER3	758,970 SF	\$102,149.80
TIER4	493 AC	\$1,028,275.68
TOTAL		\$3,266,532.38

Tier 1 property includes developed parcels with certified leased buildings and is taxed up to one hundred percent as needed to fund the district.

Tier 2 property includes developed parcels with certified un-leased buildings and is only taxed when one hundred percent of the special tax on Tier 1 is insufficient to meet the obligation of the district.

Tier 3 property includes developed parcels with lease space that is designated as "Transitional Use". "Transitional Use" means the use of a parcel that is not its "highest and best use" according to the land use authorized by the McClellan Final Reuse Plan. As an example, a transitional use parcel may be a parcel currently used for warehouse use that may, through underlying zoning designations, be re-used or redeveloped as office use at a future date. Tier 3 property is taxed when one hundred percent of the special taxes on Tier 1 and Tier 2 are insufficient to meet the obligations of the district.

Tier 4 property is undeveloped property and is only taxed when one hundred percent of the special taxes allowed on Tiers 1, 2, 3 properties are insufficient to meet the obligations of the district.

b. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. It is also information that is required as part of the separate annual report submission to the California Debt and Investment Advisory Commission (CDIAC). The table below shows the total assessed value of the land and improvements for the property within the McClellan Park CFD:

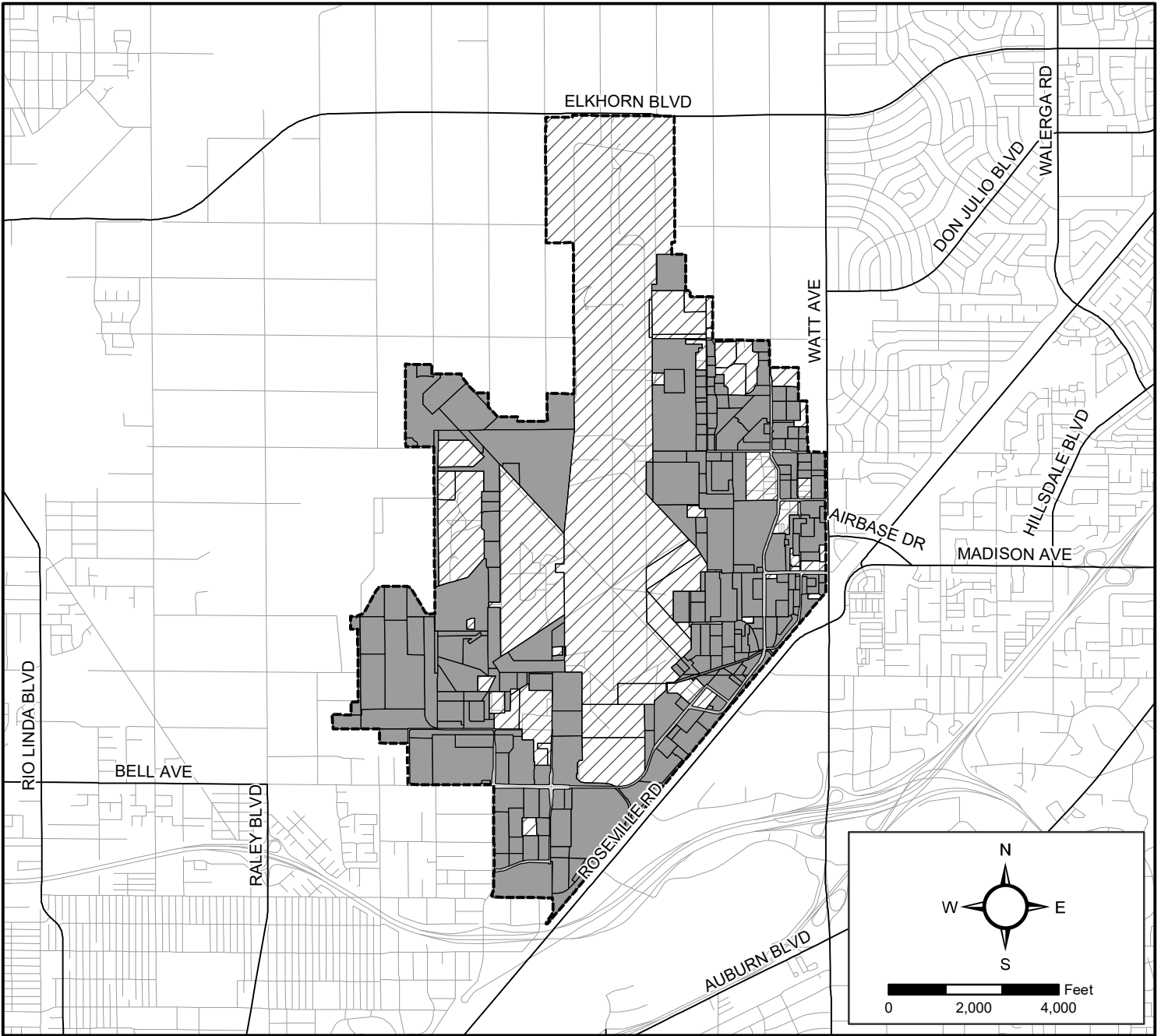
Year	Land	Improvements	Total
2020*	\$119,771,267	\$281,543,922	\$401,315,189

* Assessed property value as of June 30 of the indicated year; only taxable property within the District is included.




c. Financial Statement:

The County's independent auditor will issue a debt covenant compliance report for this district after the issuance of the County's financial statements for Fiscal Year 2019-20.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITY DISTRICT NO. 2004-1 (McCLELLAN PARK) BOUNDARY & VICINITY MAP

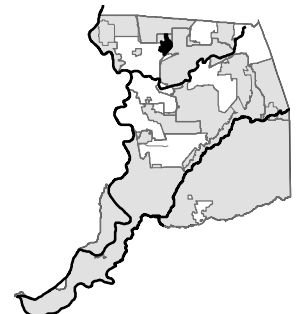


Legend

-  McClellan SPA Boundary
- McClellan CFD 2004-1 Parcels**
-  Parcels Included in CFD
-  Parcels Excluded from CFD

District: McClellan Park Community Facilities District 2004-1

Supervisory District: 1 - Serna



**County of Sacramento
Community Facilities District No. 2005-2
(North Vineyard Station No. 1)**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2005, 2007 and 2016, the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Community Facilities District No. 2005-2 (North Vineyard Station No. 1) (the "CFD 2005-2 NVS-1") and authorize the issuance of bonds to finance the acquisition and construction costs of certain capital public facilities:

- Adopted Resolution No. 2005-1517 establishing the CFD 2005-2 NVS-1 (December 13, 2005);
- Adopted Resolution No. 2005-1518 declaring the necessity to incur a bonded indebtedness for up to \$30,000,000 in principal amount of CFD 2005-2 NVS-1 special tax bonds (December 13, 2005);
- Adopted Resolution No. 2007-0997 authorizing the issuance and providing for the sale of CFD 2005-2 NVS-1 Series 2007A special tax bonds in a principal amount not to exceed \$16,500,000 (August 7, 2007);
- On September 6, 2007, \$14,415,000 in the principal amount of Series 2007A Bonds were issued;
- Adopted Resolution No. 2016-0285 authorizing the issuance and providing for the sale of CFD 2005-2 NVS-1 Series 2016 special tax bonds in a principal amount not to exceed \$30 million (4/26/2016);
- On May 25, 2016, Series 2016 Bonds were issued in the principal amount of \$23,155,000.

The facilities that are authorized for funding from the CFD 2005-2 NVS-1 bond debt are listed in Exhibit B of the acquisition agreement as amended per Resolution No. 2020-0216 adopted on April 7, 2020. This report contains the reporting elements required by Government Code Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$1,945,964.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$11,314 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$1,934,649 (as of July 1, 2019).

Previous year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$809 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$80,044.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$8,691,577.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the CFD 2005-2 NVS-1:

TABLE D

Components	Expenditures	Funding Source
1. Facilities	\$7,215,546	Bond Proceeds
2. Services	\$0	N/A
3. Bond Principal and Interest	\$1,288,303	Special Taxes
4. Administrative Costs	\$187,728	Special Taxes
Total	\$8,691,577	

E. EXPENDITURES FOR FACILITIES:

For Fiscal Year 2019-20, there was \$7,215,546 in expenditures by CFD 2005-2 NVS-1 for facilities.

TABLE E

Project Category	Project Name	Description	Expenditures
Roadway	Gerber Creek Phase 1	Waterman Road - Gerber Creek Crossing (R7.12) comprising (2) 8'x6' Box Culverts w/ Headwalls	\$713,816
Drainage Zone 11A	Gerber Creek Phase 1	CCTC to Grubb Creek Improvements	\$383,104
Parks	Vineyard Point Park	Park (14 +/- acre)	\$3,286,272

Project Category	Project Name	Description	Expenditures
Roadway	Florin Road Improvements	Shoulder widening from Elk-Grove Florin Road to CCTC (R.3.2)	\$2,832,354
		4 Lane 72' R/W center section with median from CCRC RR Crossing to Basin E26	
		Bridge crossing at Elder Creek	
Frontage		South side frontage lane improvements adjacent to Vineyard Creek Unit 1 and Basin E26	
Total			\$7,215,546

F. EXPENDITURES FOR SERVICES:

There are no authorized services for the CFD 2005-2 NVS-1.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the CFD 2005-2 NVS-1 for administrative costs:

TABLE G

Administrative Components	Expenditures
Administration	\$171,974
Accounting	\$4,078
Legal Services	\$0
Treasurer's Fiscal Agent Charges	\$2,585
System Development Services	\$9,033
General Services - Contract Services	\$58
Total	\$187,728

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer’s fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the CFD 2005-2 NVS-1.

a. Summary of Potential Maximum Taxes:

A summary of the taxable land base in the CFD 2005-2 NVS-1 for Fiscal Year 2019-20 is shown on Table I below:

TABLE I				
Plan Zoning Category	Number of Taxable Parcels	Number of Taxable Acres	Maximum Tax	
			Rate	Potential Revenue
A. Developed Properties within Vineyard Point				
MDR 7-12	177		\$1,253.50	\$221,869.50
OTHER	1	0.39	\$12,535.05	\$4,888.67
SFR 3-5	285		\$1,847.27	\$526,471.95
SFR 4-7	247		\$1,649.35	\$407,389.45
Total Taxable Parcels	710	0.39		\$1,160,619.57
B. Developed Properties within Vineyard Creek				
MDR 7-12	1		\$1,253.50	\$1,253.50
MFR 12-22	8		\$1,253.50	\$10,028.00
SF 3-5	173		\$1,847.27	\$319,577.71
SF 4-7	85		\$1,649.35	\$140,194.75
Total Taxable Parcels	267			\$471,053.96

TABLE I				
Plan Zoning Category	Number of Taxable Parcels	Number of Taxable Acres	Maximum Tax	
			Rate	Potential Revenue
C. Final Map Properties within Vineyard Creek				
SFR 12-22	71		\$1253.50	\$88,998.50
SFR 3-5	105		\$1,847.27	\$193,963.35
SFR 4-7	19		\$1,649.35	\$31,337.65
Total Taxable Parcels	195			\$314,299.50
D. Large Lot Map Properties within Vineyard Creek				
SFR 3-5	1	1.98	\$9,236.35	\$18,287.98
Total Taxable Parcels	1			\$18,287.98
District Total	1,173	1.98		\$1,964,261.01

b. Status of Facilities:

Projects Remaining:

Projects funded by Series 2007A Bonds

None

Projects funded by Series 2016 Bonds

None

Projects Completed:

Projects funded by Series 2007A Bonds

ROADWAY

(Gerber Road)

1. Elk Grove-Florin to Project Boundary (R 4.2) - 4 Lane 72' R/W Half-section (north side)
2. Project Boundary to Waterman (R 4.3) - 4 Lane 72' R/W Half-section (north side)
3. Waterman to Gerber Creek Crossing #3 (R 4.4) - 4 Lane 72' R/W Half-section (north side)

4. Gerber Creek Crossing #4 (R 4.12) - 2-8'x6' Box Culvert with Headwalls (84' R/W)
5. At Collector (5 Street) (R 62) - 4x2 intersection signalization, 3-way
(Right of Ways)
6. Gerber Road: EG-F to Gerber Creek Crossing #3 - 2.108 +/- acre ROW Dedication
7. Gerber Road: EG-F to Gerber Creek Crossing #3 - 4.1011 +/- acre ROW Acquisition
8. Bradshaw Road: Gerber to Florin - 2.227 +/- acre ROW Dedication
9. Bradshaw Road: Gerber to Florin - 1.694 +/- acre ROW Acquisition

WATER

10. Phase 1A - Water Facilities (24" T-Main and associated other facilities)
11. Off-site Water T-main Extension

SUPPLEMENTAL DRAINAGE

12. Gerber Creek Reach 2A (b) - Detention Pond G41 11.932 Acre

MISCELLANEOUS

13. Advanced funding for CFD Formation

Projects funded by Series 2016 Bonds

MISCELLANEOUS

1. Advanced funding for Bond Issuance

ROADWAY

(Florin Road)

2. 4 Lane 72' R/W center section with median from CCTC RR Crossing to Basin E26
3. Elk Grove-Florin to Project Boundary (Shoulder Widening) (R 3.2) - Widen shoulders to minimum pavement width
4. Bridge crossing at Elder Creek

(Waterman Road)

5. Gerber Creek Crossing (R7.12) - (2) 8'x6' Box Culvert with Headwalls

6. Waterman Road – 2,214 LF center section from Gerber Road (NVSSP Project Boundary) to ~465' south of CCTC tracks (R7.3.I) 4 Lane 72' R/W center section with median (excludes outside 11' pavement & frontage)
(Gerber Road)
7. Vineyard Point Phase A1 Infrastructure:
 - a. Gerber Road from Elk Grove-Florin Road to NVSSP Project Boundary (R 4.2) - 4 Lane 72' R/W Half-section (north side)
 - b. Gerber Road from NVSSP Project Boundary to Waterman Road (R 4.3) - 4 Lane 72' R/W Half-section (north side)
 - c. Gerber Road - Waterman Road to Gerber Creek Crossing #3 (R 4.4) - 4 Lane 72' R/W Half-section (north side)
 - d. Gerber Road - Gerber Creek Crossing #4 (R 4.12) - 2-8'x6' Box Culvert with Headwalls (84' R/W)
 - e. At Collector (5 Street) (R 62) - 4x2 intersection signalization, 3-way
8. Gerber at Waterman Rd (R34)-4x4 intersection signalization, 3-way

FRONTAGE

(Florin Road)

9. Florin Rd. (south side) - CCTC Crossing to 1350' east of Waterman - Thoroughfare Roadway Frontage 2 A-2.2.7.b

(Waterman Road)

10. Waterman Road - 2,245 LF frontage from Gerber Rd. to 465 LF south of CCTC tracks - Arterial Roadway Frontage 2 A-2.2.6.b

WATER SUPPLY

11. Waterman Road Transmission Mains - Vineyard Creek Unit 4

DRAINAGE ZONE 11 A

12. Gerber Creek - CCTC to Grubb Creek Improvements (partial funding, split with North Vineyard Station No. 2)

13. Basin G41-Basin G41 Land

SUPPLEMENTAL DRAINAGE

14. Gerber Creek Reach 2A (b) – Corridor Land CCTC to Gerber Road

PARKS

15. SRPD Park – Vineyard Point Park (Don & Brenda Nottoli) (14+/- acre) (partial funding, split with North Vineyard Station No. 2)

c. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. It is also information that is required as part of the separate annual report submission to the California Debt and Investment Advisory Commission (CDIAC). The table below shows the total assessed value of the land and improvements for the property within the CFD 2005-2 NVS-1:

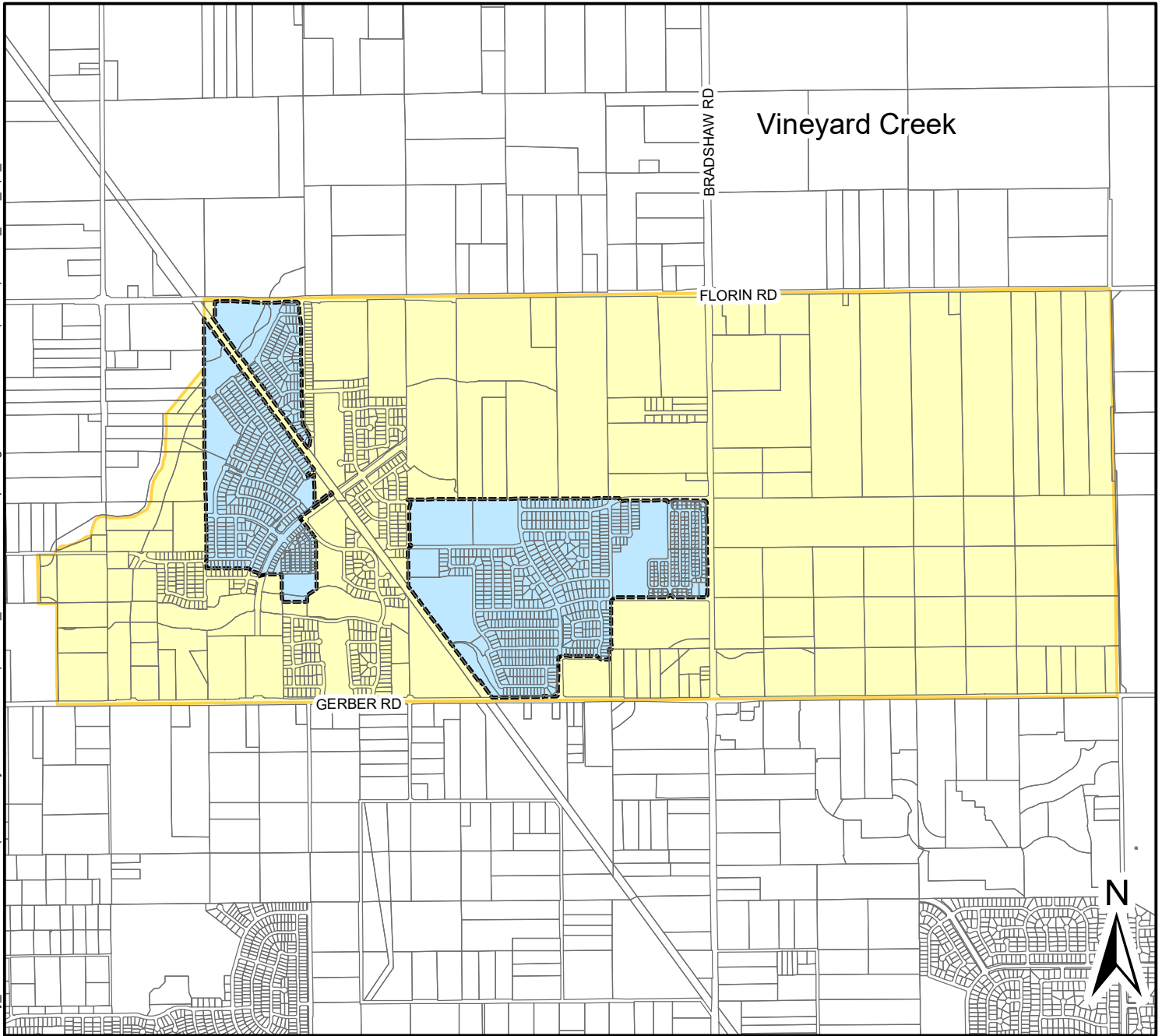
Year	Land	Improvements	Total
2020*	\$96,210,019	\$278,683,365	\$374,893,384

* Assessed property value as of June 30th of the indicated year; only taxable property within the District is included.

d. Financial Statement:

The County’s independent auditor will issue a debt covenant compliance report for this district after the issuance of the County's financial statements for Fiscal Year 2019-20.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT 2005-2 (NORTH VINEYARD STATION NO. 1) BOUNDARY & VICINITY MAP



Legend

- CFD 2005-2 (NVS No. 1) Boundary
- CFD 2005-2 (NVS No. 1)
- North Vineyard Station Specific Plan Area

District: County of Sacramento
Community Facilities District No. 2005-2
(North Vineyard Station No. 1)

Supervisory District: 5 - Nottoli



**County of Sacramento
Community Facilities District No. 2014-2
(North Vineyard Station No. 2)**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2014 and 2016, the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Community Facilities District No. 2014-2 (North Vineyard Station No. 2) (the "CFD 2014-2 NVS-2") and authorize the issuance of bonds to finance the acquisition and construction costs of certain capital public facilities:

- Adopted Resolution No. 2014-0937 establishing the CFD 2014-2 NVS-2 (December 2, 2014);
- Adopted Resolution No. 2014-0938 declaring the necessity to incur a bonded indebtedness for up to \$50 million in principal amount of CFD 2014-2 NVS-2 special tax bonds (December 2, 2014);
- Adopted Resolution No. 2016-0287 authorizing the issuance and providing for the sale of CFD 2014-2 NVS-2 Series 2016 special tax bonds in a principal amount not to exceed \$16 million (4/26/2016);
- On May 25, 2016, Series 2016 Bonds were issued in the principal amount of \$14,225,000.

The facilities that are authorized for funding from the CFD 2014-2 NVS-2 bond debt are listed in Exhibit B of the acquisition agreement as amended per Resolution No. 2020-0216 adopted on April 7, 2020. This report contains the reporting elements required by Government Code Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$924,906.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$1,847 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$923,059 (as of July 1, 2020).

Previous year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$2,716 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$98,965.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$9,491,508.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the CFD 2014-2 NVS-2:

TABLE D		
Components	Expenditures	Funding Source
1. Facilities	\$8,582,450	Bond Proceeds
2. Services	\$0	N/A
3. Bond Principal and Interest	\$727,406	Special Tax
4. Administrative Costs	\$181,652	Special Tax
Total	\$9,491,508	

E. EXPENDITURES FOR FACILITIES:

For Fiscal Year 2019-20, there were \$8,582,450 in expenditures by CFD 2014-2 NVS-2 for facilities.

TABLE E			
Project Category	Project Name	Description	Expenditures
Roadway	Bradshaw Road/Alder Creek Drive Signalization	Collector 11 (Alder Creek)(R 58) 6X4 Intersection & Signalization, 3-way	\$696,202
	Florin Road Improvements	Florin Road - Elk Grove Florin Road to CCTC RR Crossing Shoulder Widening (R 3.2)	\$2,482,593
		Florin Road CCTC RR Crossing to Basin E26 Shoulder Widening & Center Section	
		Florin Road Elder Creek Bridge	
		Florin Road Southside frontage lane improvements adjacent to Vineyard Creek Unit 1 and Basin E26	

TABLE E			
Project Category	Project Name	Description	Expenditures
	Florin Road/Hedge Avenue Signalization	6x4 Intersection & Signalization, 3-way	\$78,430
Parks	Vineyard Point Park	Park (14 +/- acre)	\$2,698,982
Supplemental Drainage Zone 11N	Gerber Creek Phase 1	Unit 4 & 5 Gerber Creek Channel and Buffer Land	\$1,000,554
		2' Street Culvert - Passilliss East Box Culvert	\$87,130
	Elder Creek Phase 1	Basin E24B Land	\$927,260
		Reach 1A Land - Elder Creek Phase 1 Land	\$588,562
Drainage Zone 11A	Basin G41	Basin G41 Land	\$22,737
Total			\$8,582,450

F. EXPENDITURES FOR SERVICES:

There are no authorized services for the CFD 2014-2 NVS-2.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the CFD 2014-2 NVS-2 for administrative costs:

TABLE G	
Administrative Components	Expenditures
Administration	\$175,156
Accounting	\$4,102
Legal Services	\$0
Treasurer's Fiscal Agent Charges	\$2,394
System Development Services	\$0
Total	\$181,652

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer's fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the CFD 2014-2 NVS-2.

a. Summary of Potential Maximum Taxes:

A summary of the taxable land base in the CFD 2014-2 NVS-2 for Fiscal Year 2019-20 is shown on Table I below:

TABLE I				
Plan Zoning Category	Number of Taxable Parcels	Number of Taxable Acres	Maximum Tax	
			Rate	Potential Revenue
A. Developed Properties				
SFR 3-5	241		\$1,847.12	\$445,155.92
SFR 4-7	32		\$1,649.50	\$52,784.00
Total Taxable Parcels	273			\$497,939.92
B. Final Map Properties				
SF 3-5	96		\$1,847.12	\$177,323.52
SF 4-7	3		\$1,649.50	\$4,948.50
Total Taxable Parcels	99			\$182,272.02
C. Undeveloped Properties				
SFR 3-5	3	26.41	\$13,304.18	\$351,363.39
SFR 4-7	1	17.36	\$13,304.18	\$230,960.56
Total Taxable Parcels	4	43.77		\$582,323.95
District Total	376	43.77		\$1,262,535.89

b. Status of Facilities:

Projects Remaining:

DRAINAGE ZONE 11A

1. Basin E26 Land

Projects Completed:

MISCELLANEOUS

1. Advanced funding for Bond Issuance

ROADWAY

(Florin Road)

2. Florin Road at Hedge Avenue (R4.4) - 6 X 4 Intersection & Signalization, 3-way
3. Elk Grove Florin Road to CCTC RR Crossing (Shoulder Widening (R 3.2))
4. CCTC RR Crossing to Basin E26 Shoulder Widening & Center Section
5. Elder Creek Crossing at Florin Road (Elder Creek Bridge)

(Gerber Road)

6. Gerber Road at Waterman Road. (R34) - 4 X 4 Intersection Signalization, 3-way

(Waterman Road)

7. 2,214 LF Center Section from Gerber Road (Project Boundary) to 465 LF south of CCTC tracks (R7.3.1) - 4 Lane 72' R/W center section with median (excludes outside 11' pavement & frontage)
8. Joint Trench at Waterman Road

(Bradshaw Road)

9. Bradshaw Road at Collector 11 (Alder Creek Drive) (R58) 6X4 Intersection Signalization, 3-way

FRONTAGE

(Waterman Road)

10. Waterman Road - 2,214 LF frontage from Gerber Road (Project Boundary) to 465 LF south of CCTC tracks - Arterial Roadway Frontage 1 A-2.2.6.a

(Florin Road)

11. South side frontage lane improvements adjacent to Vineyard Creek Unit 1 and Basin E26 – Thoroughfare Roadway Frontage 1&2

PARKS

12. SRPD Park – Vineyard Point (Don & Brenda Nottoli) Park (14+/- acre) (partial funding, split with North Vineyard Station No. 1)

SUPPLEMENTAL DRAINAGE ZONE 11N

13. Unit 4 & 5 - Gerber Creek Channel and Buffer Land
14. Basin E24B - Basin Land
15. Gerber Creek Phase 1 (2nd Street) – Passalis East Box Culvert
16. Elder Creek Phase 1 – Reach 1A Land

DRAINAGE ZONE 11A

17. Basin G41 Land

c. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. It is also information that is required as part of the separate annual report submission to the California Debt and Investment Advisory Commission (CDIAC). The table below shows the total assessed value of the land and improvements for the property within the CFD 2014-2 NVS-2:

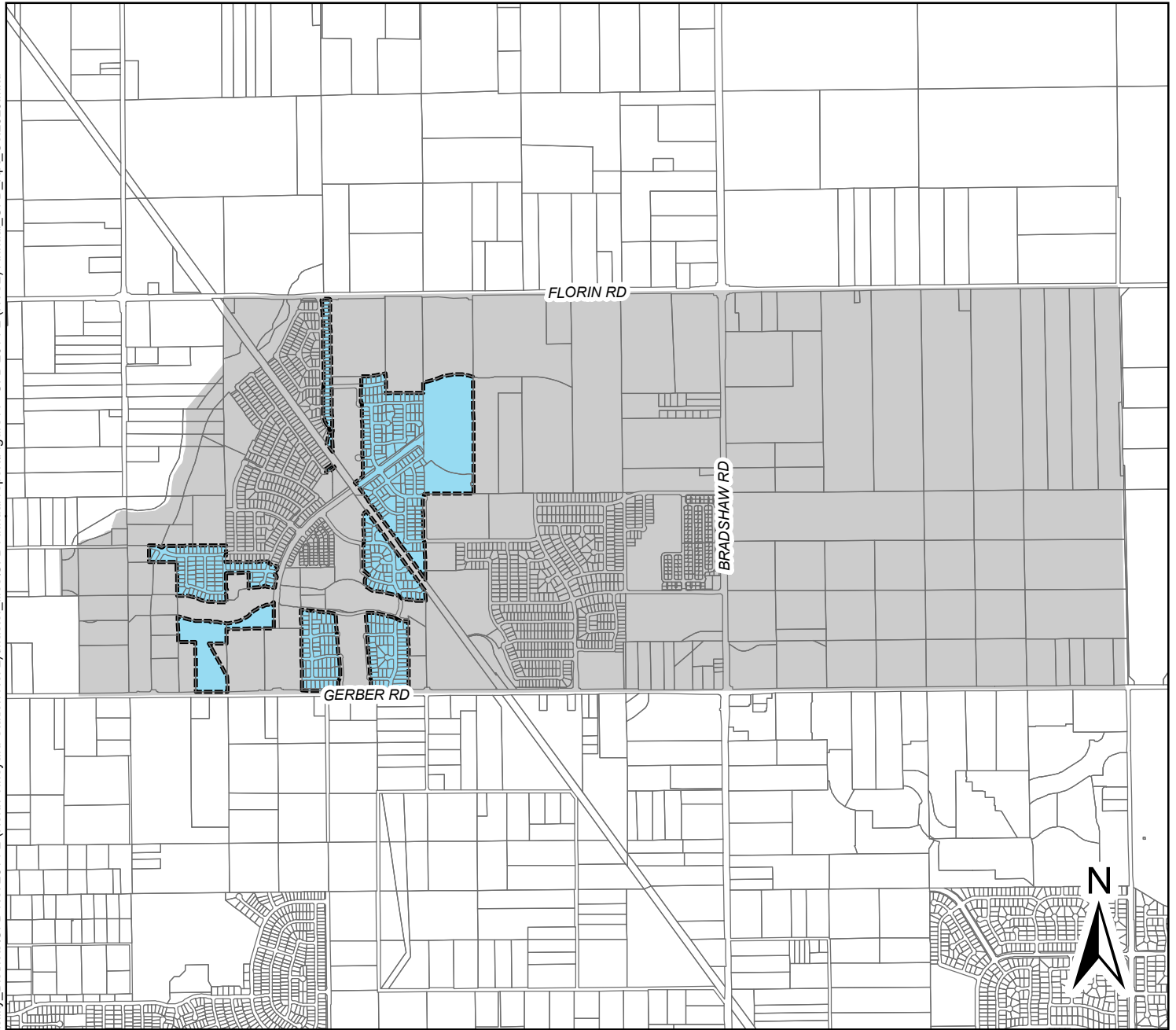
Year	Land	Improvements	Total
2020*	\$42,789,062	\$110,579,256	\$153,368,318

* Assessed property value as of June 30th of the indicated year; only taxable property within the District is included.

d. Financial Statement:

The County’s independent auditor will issue a debt covenant compliance report for this district after the issuance of the County's financial statements for Fiscal Year 2019-20.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT 2014-2 (NORTH VINEYARD STATION NO. 2) BOUNDARY & VICINITY MAP

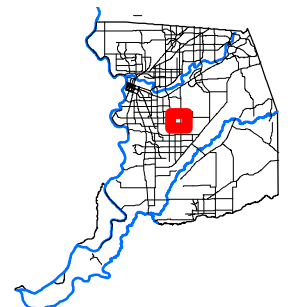


Legend

- CFD 2014-2 (NVS No. 2) Boundary
- CFD 2014-2 (NVS No. 2)
- North Vineyard Station Specific Plan Area

District: County of Sacramento
Community Facilities District No. 2014-2
(North Vineyard Station No. 2)

Supervisory District: 5 - Nottoli



**County of Sacramento
Mather Landscape Maintenance
Community Facilities District No. 1**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2000, the Sacramento County Board of Supervisors (the "Board") took the following action, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Mather Landscape Maintenance Community Facilities District No. 1 (the "Mather LM CFD") for the purpose of financing landscape maintenance services and facilities for public landscape corridors within the district, and associated administrative expenses:

- Adopted Resolution No. 2000-0069 establishing Mather LM CFD and providing for the levy of a Special Tax to finance the costs of certain services (1/18/2000).

The services and facilities authorized for funding from the Mather LM CFD special taxes are listed in Exhibit A to Resolution No. 2000-0069. This report contains the reporting elements required by Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$162,993.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$449 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$162,544 (as of July 1, 2020).

Previous year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$321 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$10,539.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$137,584

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the Mather LM CFD:

TABLE D		
Components	Expenditures	Funding Source
1. Facilities	\$0	N/A
2. Services	\$115,616	Special Taxes
3. Bond Principal and Interest	\$0	N/A
4. Administrative Costs	\$21,968	Special Taxes
Total	\$137,584	

E. EXPENDITURES FOR FACILITIES:

There were no expenditures for facilities in Fiscal Year 2019-20 by Mather LM CFD.

F. EXPENDITURES FOR SERVICES:

The authorized services for the Mather LM CFD for Fiscal Year 2019-20 amounted to: \$115.616.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the Mather LM CFD for administrative costs:

TABLE G	
Administrative Components	Expenditures
Administration	\$14,510
Accounting	\$0
Legal Services	\$0
Treasurer's Fiscal Agent Charges	\$0
System Development Services	\$6,684
Taxes, Licensing, and Collections	\$774
Total	\$21,968

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer's fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the Mather LM CFD.

a. Summary of Potential Maximum Tax:

A summary of the taxable land base in the Mather LM CFD for Fiscal Year 2019-20 is shown on Table I below:

TABLE I		
Special Tax Area	No. of Parcels	Potential Maximum Annual Revenue
Developed Residential Property	1,271	\$199,458.03
Undeveloped Property	1	\$2,139.47
Total	1,272	\$201,597.50

b. Status of Services and Facilities:

Services:

Services are ongoing for the Mather LM CFD.

Projects Remaining:

None

Projects Completed:

1. Mather Bike Trail

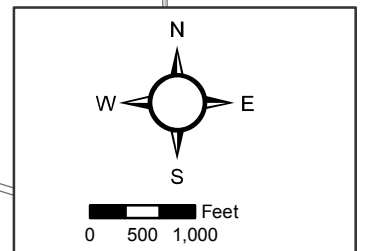
c. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. The table below shows the total assessed value of the land and improvements for the property within the Mather LM CFD:

Year	Land	Improvements	Total
2020*	\$108,126,459	\$329,380,811	\$437,507,270

* Assessed property value as of June 30th of the indicated year; only taxable property within the District is included.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO. 1 (MATHER LANDSCAPE MAINTENANCE) BOUNDARY & VICINITY MAP

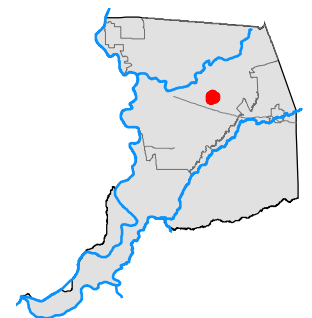


Legend

- Mather LMD CFD No. 1-Boundary
- District Parcels

District: Mather Landscape Maintenance
Community Facilities District No. 1

Supervisory District: 5 - Nottoli



**County of Sacramento
Community Facilities District No. 2006-1
(County Parks CFD)**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2006, the Sacramento County Board of Supervisors (the "Board") took the following action, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento County Parks Community Facilities District No. 2006-1 (the "County Parks CFD") for the purpose of financing the costs of the provision of certain park facilities and services within the district and associated administrative expenses:

- Adopted Resolution No. 2006-1132 establishing County Parks CFD and providing for the levy of a Special Tax to finance the cost of certain facilities and services for the County Parks CFD and calling a special mailed-ballot election to submit to the qualified electors the question of levying such a Special Tax for the County Parks CFD (9/26/2006).

The services and facilities authorized for funding from the County Parks CFD special taxes are listed in Exhibit A to Resolution No. 2006-1132. This report contains the reporting elements required by Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$20,496.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$0 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$20,496 (as of July 1, 2020).

Previous year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$526 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$1,275.

C. TOTAL EXPENDITURES:

There were no expenditures for Fiscal Year 2019-20.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the County Parks CFD:

TABLE D		
Components	Expenditures	Funding Source
1. Facilities	\$0	Special Taxes
2. Services	\$0	N/A
3. Bond Principal and Interest	\$0	N/A
4. Administrative Costs	\$0	Special Taxes
Total	\$0	

E. EXPENDITURES FOR FACILITIES:

There were no facilities expenditures for County Parks CFD in Fiscal Year 2019-20.

F. EXPENDITURES FOR SERVICES:

There were no services expenditures for County Parks CFD in Fiscal Year 2019-20.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the County Parks CFD for administrative costs:

TABLE G	
Administrative Components	Expenditures
Administration	\$0
Accounting	\$0
Legal Services	\$0
Treasurer’s Fiscal Agent Charges	\$0
System Development Services	\$0
Total	\$0

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer’s fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the County Parks CFD.

a. Summary of Potential Maximum Tax:

A summary of the taxable land base in the County Parks CFD for Fiscal Year 2019-20 is shown on Table I below:

TABLE I			
Special Tax Area	Maximum Special Tax Per Residential Unit	No. of Parcels	Potential Maximum Annual Revenue
Single-Family Detached Property	\$542.47	39	\$21,975.08
Accessory Residential Dwelling	\$393.29	0	\$0
Duplex/Halfplex Property	\$542.47	0	\$0
Multi-Family Property	\$393.29	0	\$0
TOTAL		39	\$21,975.08

b. Status of Services and Facilities:

Services:

Services are ongoing for the County Parks CFD.

Projects Remaining:

None planned for the near future.

Projects Completed:

Wilton Restroom

c. Total Assessed Value:

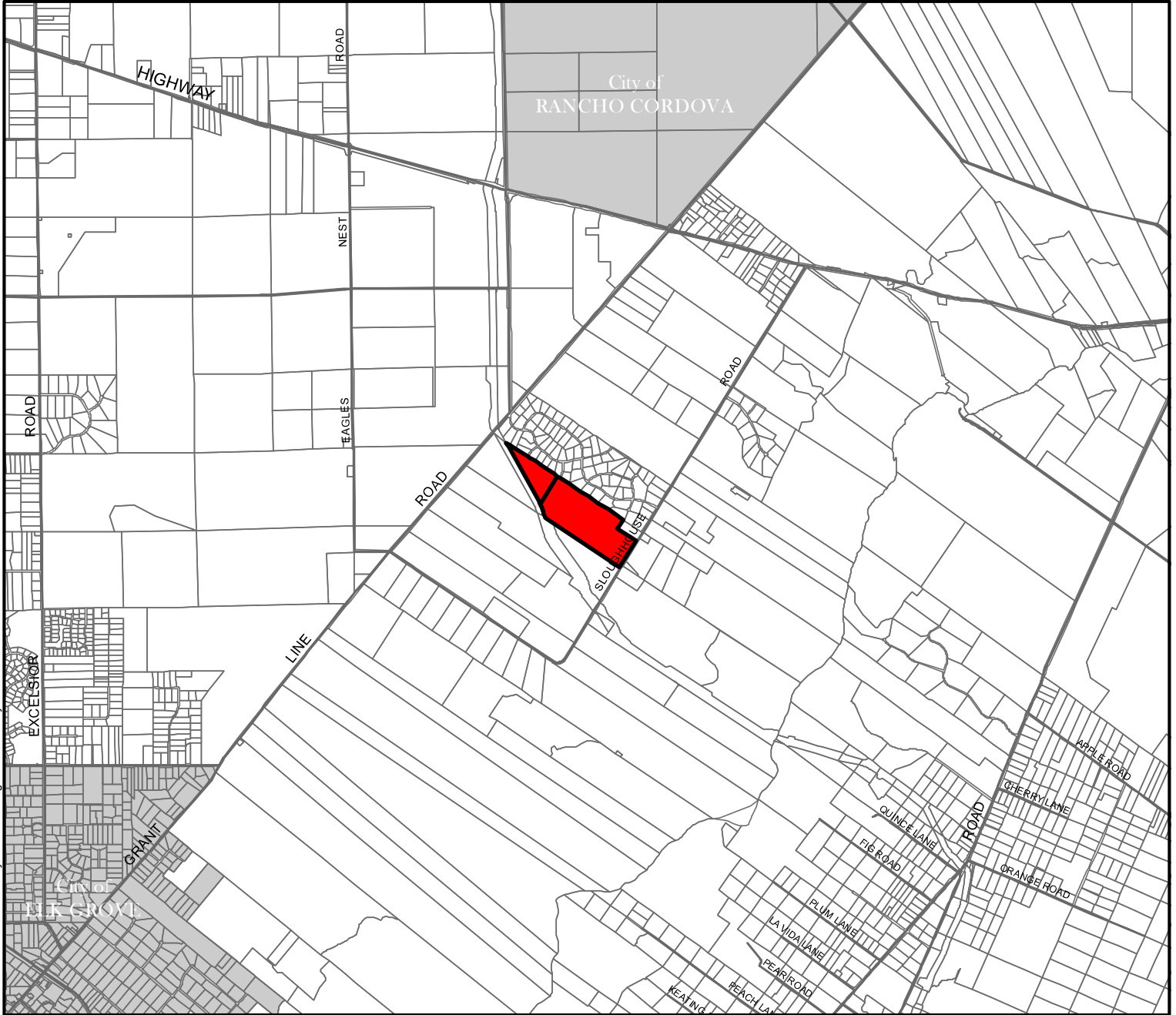
Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. The table below shows the total assessed value of the land and improvements for the property within the County Parks CFD:

County of Sacramento Community Facilities District No. 2006-1 (County Parks CFD)
Government Code Section 53343.1 Annual Report Fiscal Year Ending June 30, 2020



Year	Land	Improvements	Total
2020*	\$7,488,291	\$23,279,303	\$30,767,594

* Assessed property value as of June 30th of the indicated year; only taxable property within the District is included.

FIGURE A COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2006-1 (COUNTY PARKS CFD) BOUNDARY & VICINITY MAP



11/1/2016:\Districts\County Park CFD\Figure 1 - County Park CFD.mxd

Legend		District: County of Sacramento Community Facilities District No. 2006-1 (County Parks CFD) Supervisory District: 5 - Nottoli	
	Sheldon Hills Unit No. 1		
	CITIES		

**County of Sacramento
Community Facilities District No. 2001-1
(Gold River Station No. 7)**

**Government Code Section 53343.1 Annual Report
Fiscal Year Ending June 30, 2020**

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2001, the Sacramento County Board of Supervisors (the "Board") took the following action, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Gold River Station No. 7 Community Facilities District No. 2001-1 (the "Gold River Station LM CFD") for the purpose of financing landscape maintenance services for public landscape corridors within the district and associated administrative expenses:

- Adopted Resolution No. 2001-1387 establishing Gold River Station LM CFD and providing for the levy of a Special Tax to finance the costs of certain services (12/04/2001).

The services authorized for funding from the Gold River Station LM CFD special taxes are listed in Exhibit A to Resolution No. 2001-1387. This report contains the reporting elements required by section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$53,700.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$404 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$53,296 (as of July 1, 2020).

Previous year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$357 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$1,680.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$58,728.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the Gold River Station LM CFD:

TABLE D		
Components	Expenditures	Funding Source
1. Facilities	\$0	N/A
2. Services	\$46,858	Special Taxes
3. Bond Principal and Interest	\$0	N/A
4. Administrative Costs	\$11,870	Special Taxes
Total	\$58,728	

E. EXPENDITURES FOR FACILITIES:

There are no authorized facilities for the Gold River Station LM CFD.

F. EXPENDITURES FOR SERVICES:

The expenditures for authorized services for the Gold River Station LM CFD for Fiscal Year 2019-20 amounted to: \$46,858

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the Gold River Station LM CFD for administrative costs:

TABLE G	
Administrative Components	Expenditures
Administration	\$6,736
Accounting	\$0
Legal Services	\$0
Treasurer’s Fiscal Agent Charges	\$107
System Development Services	\$4,901
Taxes, Licensing, Assessments	\$126
Total	\$11,870

The administrative costs that are funded from the special tax and interest revenues include the costs of calculating and collecting special taxes, legal counsel services, treasurer’s fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the Gold River CFD.

a. Summary of Potential Maximum Tax:

A summary of the taxable land base in the Gold River Station LM CFD for Fiscal Year 2019-20 is shown on Table I below:

TABLE I		
Special Tax Area	No. of Parcels	Potential Maximum Annual Revenue
Developed	133	\$59,002.79
Total		\$59,002.79

b. Status of Services:

Services are ongoing for the Gold River Station LM CFD.

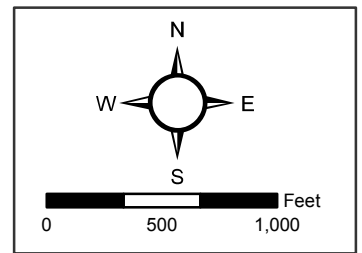
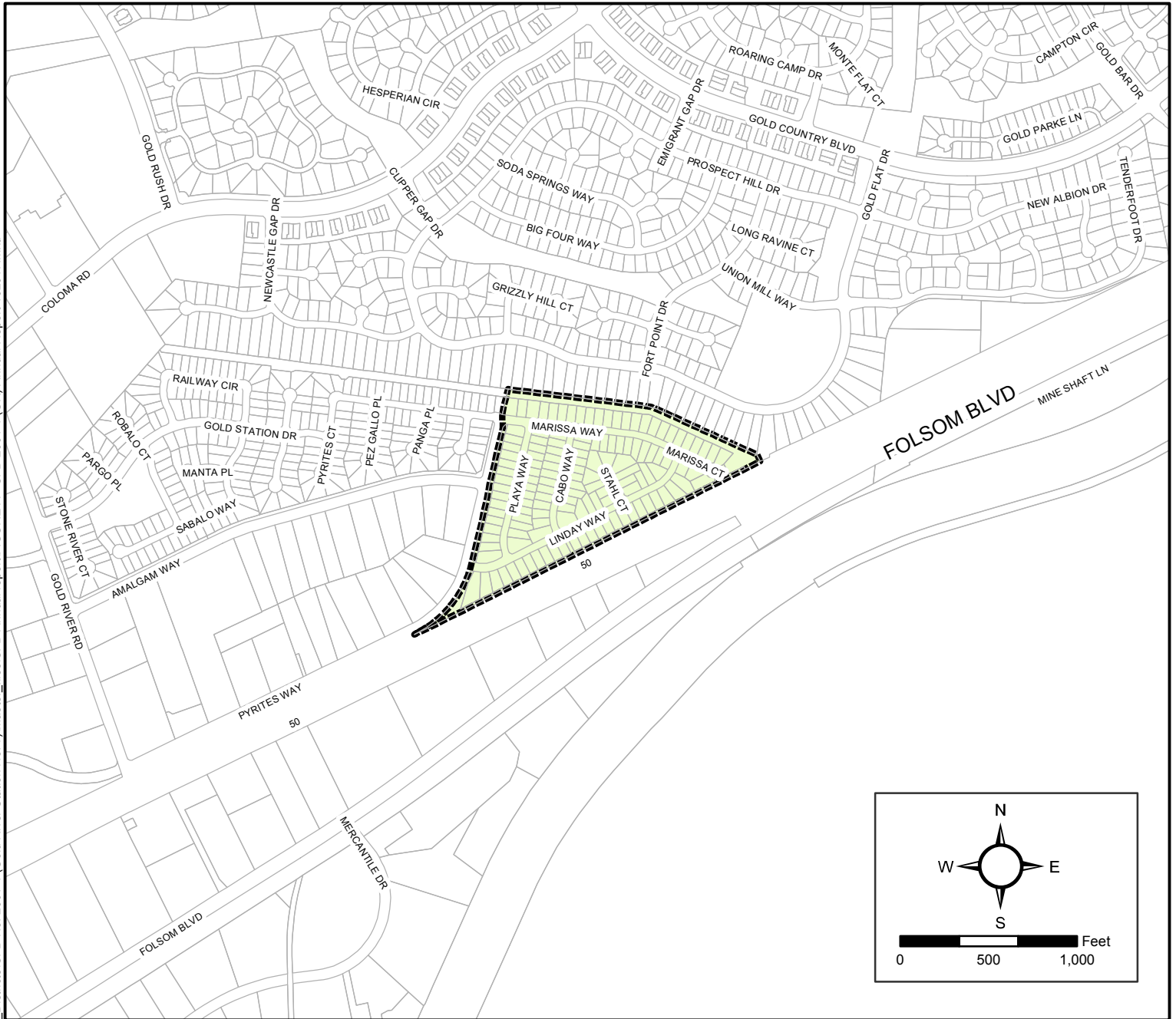
c. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. The table below shows the total assessed value of the land and improvements for the property within the Gold River Station LM CFD:



Year	Land	Improvements	Total
2020*	\$12,558,058	\$38,541,567	\$51,099,625

* Assessed property value as of June 30th of the indicated year; only taxable property within the District is included.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO. 2001-1 (GOLD RIVER STATION NO. 7 LANDSCAPE MAINTENANCE) BOUNDARY & VICINITY MAP

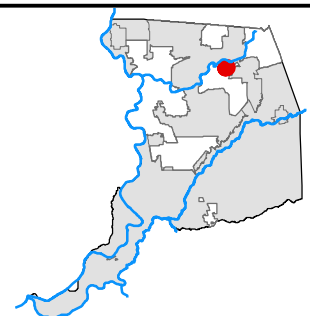


Legend

-  PARCELS
-  Gold River Station No.7

District: Community Facilities District No. 2001-1
(Gold River Station No. 7 Landscape Maintenance)

Supervisory District: 4 - Frost



**County of Sacramento
Community Facilities District No. 2005-1
(Police Services)**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2005, the Sacramento County Board of Supervisors (the "Board") took the following action, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Community Facilities District No. 2005-1 (Police Services) (the "Police Services CFD") for the purpose of providing law enforcement services and associated administrative expenses:

Adopted Resolution No. 2005-0560 establishing the Police Services CFD and providing for the levy of a special tax to finance the costs of certain law enforcement services for the Police Services CFD (5/3/2005).

The services authorized for funding from the Police Services CFD special taxes are listed in Exhibit A to Resolution No. 2005-0560. This report contains the reporting elements required by Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$1,360,306.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$5,655 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$1,354,651 (as of July 1, 2020).

Previous year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$3,111 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$97,693.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$1,716,498.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the Police Services CFD:

TABLE D

Components	Expenditures	Funding Source
1. Facilities	\$0	N/A
2. Services	\$1,650,000	Special Taxes
3. Bond Principal and Interest	\$0	N/A
4. Administrative Costs	\$66,498	Special Taxes
Total	\$1,716,498	

E. EXPENDITURES FOR FACILITIES:

There are no authorized facilities for the Police Services CFD.

F. EXPENDITURES FOR SERVICES:

The expenditures for authorized services for the Police Services CFD for Fiscal Year 2019-20 amounted to \$1,650,000.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the Police Services CFD for administrative costs:

TABLE G

Administrative Components	Expenditures
Administration	\$66,498
Accounting	\$0
Legal Services	\$0
Treasurer's Fiscal Agent Charges	\$0
System Development Services	\$0
Total	\$66,498

The administrative costs that are funded from the special tax and interest revenues include the costs of calculating and collecting special taxes, legal counsel services, treasurer's fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the Police Services CFD.

a. Summary of Potential Maximum Tax:

A summary of the taxable land base in the Police Services CFD for Fiscal Year 2019-20 is shown on Table I below:

TABLE I

Land Use Class	No. of Parcels	Special Tax per Unit	No. of Units	Potential Maximum Annual Revenue
Developed Single-Family Residential	1,983	\$430.86	1,983	\$854,395.38
Developed Multi-Family Residential	1	\$315.97	176	\$55,610.72
Developed Accessory Residential Dwelling	0	\$315.97	0	\$0
Developed Infill Single-Family Residential	1,043	\$323.12	1,043	\$337,014.16
Developed Infill Multi-Family Residential	4	\$237.00	478	\$113,286.00
Developed Infill Accessory Residential Dwelling	0	\$237.00	0	\$0
TOTAL	3,031			\$1,360,306.26

b. Status of Services:

Services are ongoing for the Police Services CFD.

c. Total Assessed Value:

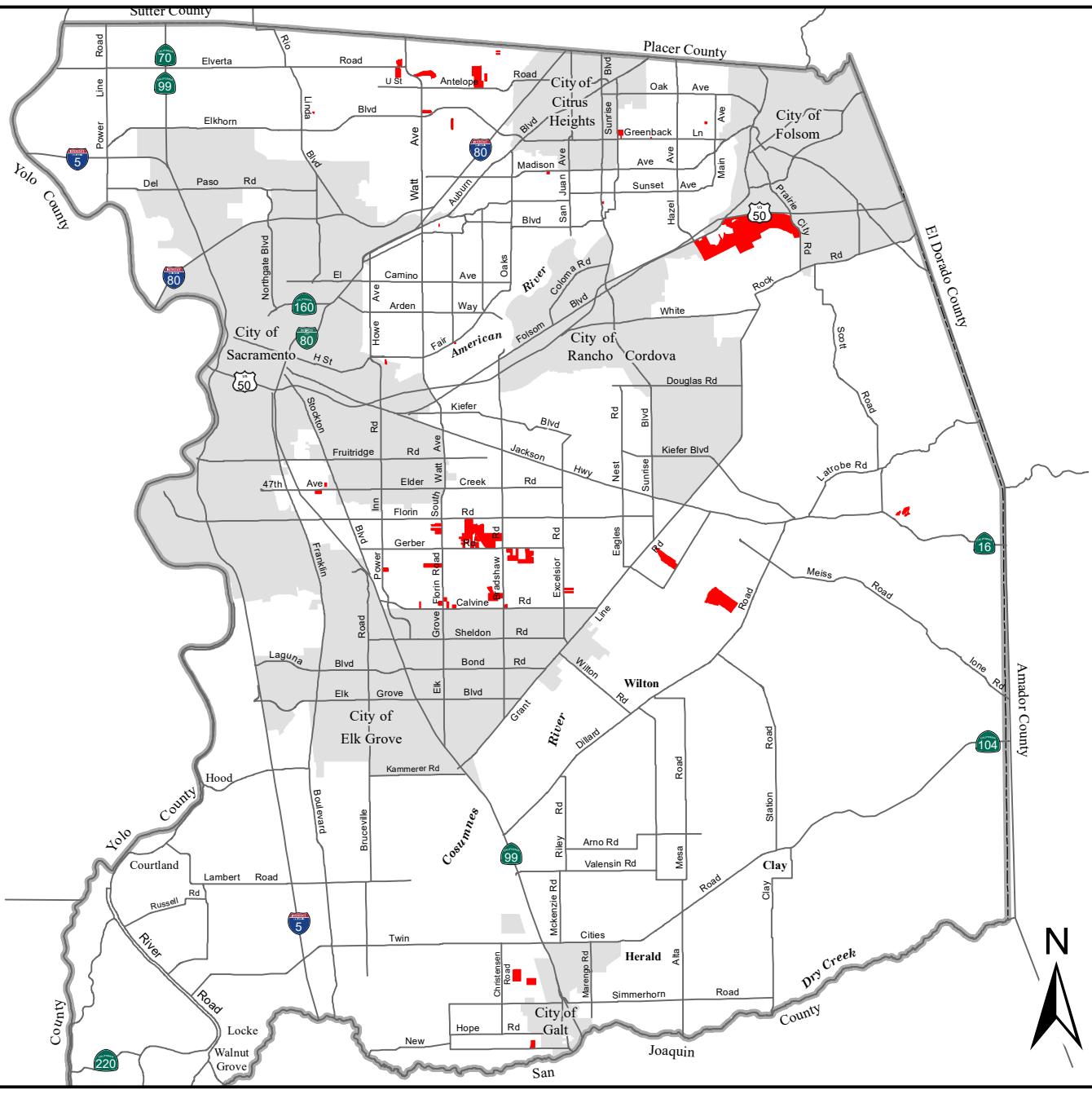
Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. The table below shows the total assessed value of the land and improvements for the property within the Police Services CFD:

County of Sacramento Community Facilities District No. 2005-1 (Police Services)
Government Code Section 53343.1 Annual Report Fiscal Year Ending June 30, 2020

Year	Land	Improvements	Total
2020*	\$323,495,125	\$865,926,566	\$1,189,421,691

* Assessed property value as of June 30th of the indicated year; only taxable property within the District is included.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (POLICE SERVICES) BOUNDARY & VICINITY MAP

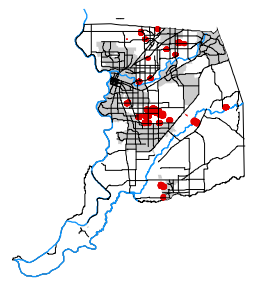


Legend

- CFD NO 2005-1 (Police Services)
- INCORPORATED CITIES

District: Sacramento County Community Facilities District 2005-1 (Police Services)

- Supervisory District: 2 - Kennedy
3 - Peters
4 - Frost
5 - Nottoli



**County of Sacramento
Community Facilities District No. 2004-2
(Landscape Maintenance)**

Government Code Section 53343.1 Annual Report

Fiscal Year Ending June 30, 2020

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2004, the Sacramento County Board of Supervisors (the "Board") took the following action, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Community Facilities District No. 2004-2 (Landscape Maintenance) (the "Countywide LM CFD") for the purpose of financing landscape maintenance services for public landscape corridors within the district and associated administrative expenses:

Adopted Resolution No. 2004-0271 establishing the Countywide LM CFD and providing for the levy of a special tax to finance landscaping maintenance services (3/16/2004).

The services authorized for funding from the Countywide LM CFD special taxes are listed in Exhibit A to Resolution No. 2001-0271. This report contains the reporting elements required by Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$141,654.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$1,379 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$140,276 (as of July 1, 2020).

Previous year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$813 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$10,096.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$201,079.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the Countywide LM CFD:

TABLE D

Components	Expenditures	Funding Source
1. Facilities	\$0	N/A
2. Services	\$179,922	Special Taxes
3. Bond Principal and Interest	\$0	N/A
4. Administrative Costs	\$21,157	Special Taxes
Total	\$201,079	

E. EXPENDITURES FOR FACILITIES:

There are no authorized facilities for the Countywide LM CFD.

F. EXPENDITURES FOR SERVICES:

The expenditures for authorized services for the Countywide LM CFD for Fiscal Year 2019-20 amounted to \$179,922.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the Countywide LM CFD for administrative costs:

TABLE G

Administrative Components	Expenditures
Administration	\$13,473
Accounting	\$0
Legal Services	\$0
Treasurer’s Fiscal Agent Charges	\$1,151
System Development Services	\$5,104
Taxes, Licensing, and Assessments	\$1,429
Total	\$21,157

The administrative costs that are funded from the special tax and interest revenues include the costs of calculating and collecting special taxes, legal counsel services, treasurer’s fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the Countywide LM CFD.

a. Summary of Potential Maximum Tax:

A summary of the taxable land base in the Countywide LM CFD for Fiscal Year 2019-20 is shown on Table I below:

TABLE I

Special Tax Area	Number of Parcels	Potential Maximum Annual Revenue
Zone 1		
Developed - NR	1	\$16,605.88
Developed - OT	2	\$2,391.66
Developed - SF	1,170	\$85,035.60
Undeveloped	10	\$44,926.14
Zone 2		
Developed - SF	619	\$134,979.14
Undeveloped	2	\$20,812.33
Zone 3		
Developed - SF	471	\$171,184.95
Zone 4		
Developed - SF	58	\$29,512.14
Undeveloped	1	\$38,426.42
Zone 5		
Developed - SF	65	\$47,248.50
Zone 6		
Developed - SF	34	\$32,128.30
Total	2,433	\$623,251.06

b. Status of Services:

Services are ongoing for the Countywide LM CFD.

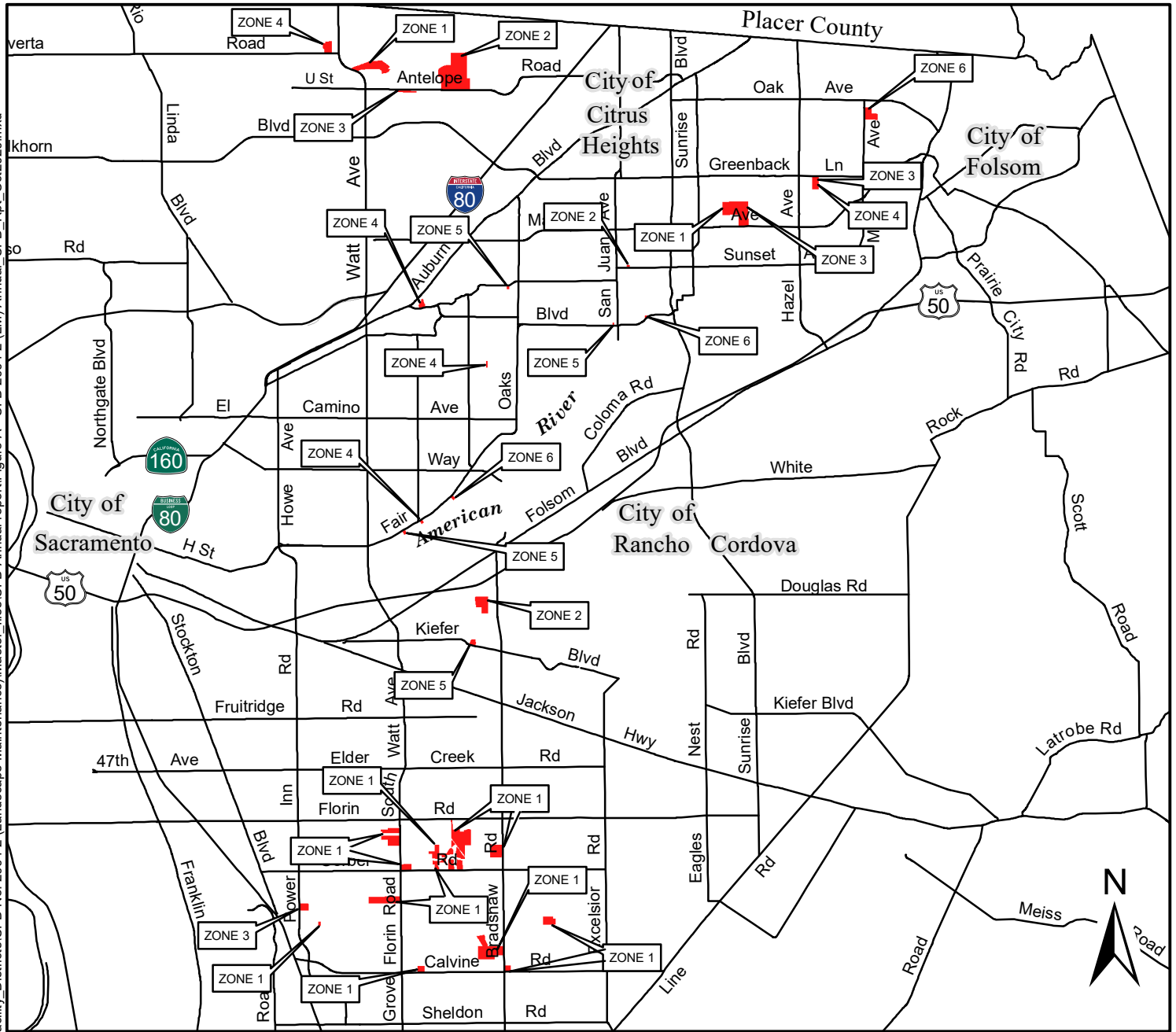
c. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. The table below shows the total assessed value of the land and improvements for the property within the Countywide LM CFD:

Year	Land	Improvements	Total
2020*	\$273,230,855	\$612,989,485	\$886,220,340

* Assessed property value as of June 30th of the indicated year; only taxable property within the District is included.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO. 2004-2 (LANDSCAPE MAINTENANCE) BOUNDARY & VICINITY MAP

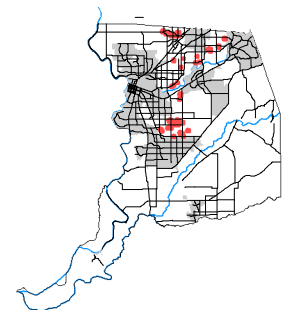


Legend

■ CFD NO 2004-2 (Landscape Maintenance)

District: Sacramento County Community
Facilities District 2004-2
(Landscape Maintenance)

Supervisory District: 2 - Kennedy
3 - Peters
4 - Frost
5 - Nottoli



**County of Sacramento
Community Facilities District No. 2016-2
(Florin Vineyard No. 1)**

**Government Code Section 53343.1 Annual Report
Fiscal Year Ending June 30, 2020**

PREPARED BY:

County of Sacramento
Office of Development and Code Services
Special Districts Section
827 7th Street, Room 304
Sacramento, CA 95814
(916) 874-6525
www.engineering.saccounty.net



BACKGROUND:

In 2016 and 2018 the Sacramento County Board of Supervisors (the "Board") took the following actions, under the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to establish the County of Sacramento Community Facilities District No. 2016-2 (Florin Vineyard No. 1) (the "CFD 2016-2 FV-1") and authorize the issuance of bonds to finance the acquisition and construction costs of certain capital public facilities:

- Adopted Resolution No. 2016-0953 establishing the CFD 2016-2 FV-1 and providing the levy for Special Taxes (December 6, 2016);
- Adopted Resolution No. 2016-0954 declaring the necessity to incur a bonded indebtedness for up to \$15 million in principal amount of CFD 2016-2 FV-1 special tax bonds (December 6, 2016);
- Adopted Resolution No. 2018-0491 authorizing the issuance and providing for the sale of CFD 2016-2 FV-1 Series 2018 special tax bonds in a principal amount not to exceed \$8 million (July 17, 2018);
- On August 16, 2018, Series 2018 Bonds were issued in the principal amount of \$6,610,000.

The facilities that are authorized for funding from the CFD 2016-2 FV-1 bond debt are listed in Exhibit B of Resolution No. 2016-0953. This report contains the reporting elements required by Government Code Section 53343.1 of the Act. A map of the district is shown on the attached Figure A.

A. SPECIAL TAXES COLLECTED:

Special taxes levied for Fiscal Year 2019-20 amounted to \$372,359.

Special taxes that were delinquent for Fiscal Year 2019-20 amounted to \$2,341 (as of July 1, 2020).

Special taxes collected for Fiscal Year 2019-20 amounted to \$370,018 (as of July 1, 2020).

Previous Year delinquent special taxes collected in Fiscal Year 2019-20 amounted to \$765 (as of July 1, 2020).

B. OTHER REVENUE RECEIVED:

Interest earned for Fiscal Year 2019-20 amounted to \$78,978.

C. TOTAL EXPENDITURES:

The total amount expended in Fiscal Year 2019-20 was \$2,185,709.

D. SUMMARY OF EXPENDITURES:

Table D below summarizes the Fiscal Year 2019-20 expenditures for the CFD 2016-2 FV-1:

TABLE D

Components	Expenditures	Funding Source
1. Facilities	\$1,759,540	Bond Proceeds
2. Services	\$0	N/A
3. Bond Principal and Interest	\$282,750	Special Tax
4. Administrative Costs	\$72,479	Special Tax
5. Reimbursement for Advanced Funding of Bond Issuance	\$70,940	Bond Proceeds
Total	\$2,185,709	

E. EXPENDITURES FOR FACILITIES:

For Fiscal Year 2019-20, there were \$1,759,540 in expenditures by CFD 2016-2 FV-1 for facilities.

Project Category	Project Name	Description	Expenditures
Park	Caselman Ranch Park	Park Improvements for Caselman Ranch Park	\$1,610,185
Roadway	South Watt Four Lane Widening From Jackson Road to Florin Road	Partially fund the construction of street improvements, landscaped medians, and modification of intersections and traffic signals as part of the the widening of South Watt Avenue from 2 to 4 lanes from Jackson Road to Florin Road	\$149,355
Total			\$1,759,540

F. EXPENDITURES FOR SERVICES:

There are no authorized services for the CFD 2016-2 FV-1.

G. EXPENDITURES FOR ADMINISTRATIVE COSTS:

Table G below provides the details of the Fiscal Year 2019-20 expenditures by the CFD 2016-2 FV-1 for administrative costs:

TABLE G

Administrative Components	Expenditures
Administration	\$65,167
Accounting	\$5,129
Legal Services	\$0
Treasurer's Fiscal Agent Charges	\$2,183
Other Professional Services	\$0
Total	\$72,479

The administrative costs that are funded from the special tax and interest revenues include the costs of project management of facilities funded by the district, calculating and collecting special taxes, legal counsel services, treasurer's fiscal agent charges, system development services, accounting support services, and reporting and budgeting of the district.

H. CERTIFICATION OF REPORT:

This report was certified by the Board on December 8, 2020.

I. ADDITIONAL INFORMATION:

The following information is not required by the Act, but is general information pertinent to the CFD 2016-2 FV-1.

a. Summary of Potential Maximum Taxes:

A summary of the taxable land base in the CFD 2016-2 FV-1 for Fiscal Year 2019-20 is shown on Table I below:

TABLE I

Rate Category	Number of Taxable Assessor Parcels	Authorized Maximum Special Tax Rate/Unit Fiscal Year 2019-20	Potential Maximum Tax Revenue
Rate 1	82	\$1,248.48	\$103,375.36
Rate 2	173	\$1,560.60	\$269,983.80
Total Taxable Parcels	255		\$372,359.16

b. Status of Facilities:

Projects Remaining:

ROADWAY

1. South Watt Avenue Improvements
2. Caselman Road and Elk Grove-Florin Road Intersection Improvements and Signal
3. Soundwall
4. Streetscape Improvements

Projects Completed:

MISCELLANEOUS

1. Advanced funding for Bond Issuance

c. Total Assessed Value:

Reporting of the Assessed Value is helpful because it gives an indication of the stability of the District. It is also information that is required as part of the separate annual report submission to the California Debt and Investment Advisory Commission (CDIAC). The table below shows the total assessed value of the land and improvements for the property within the CFD 2016-2 FV-1:

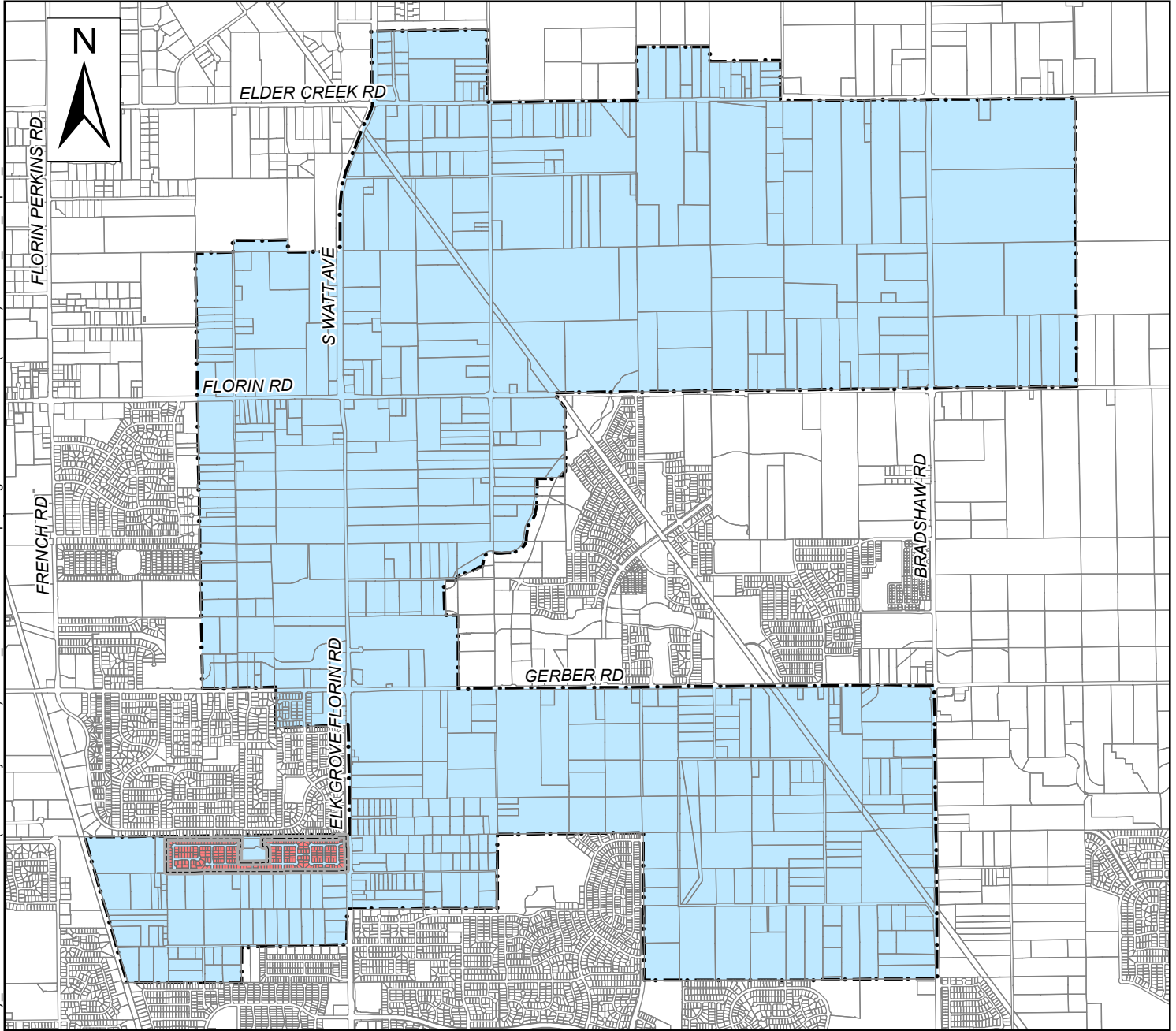
Year	Land	Improvements	Total
2020*	\$30,946,817	\$83,523,581	\$114,470,398

* Assessed property value as of June 30 of the indicated year; only taxable property within the District is included.

d. Financial Statement:

The County's independent auditor will issue a debt covenant compliance report for this district after the issuance of the County's financial statements for Fiscal Year 2019-20.

FIGURE A SACRAMENTO COUNTY COMMUNITY FACILITIES DISTRICT NO 2016-2 (FLORIN VINEYARD NO. 1) BOUNDARY AND VICINITY MAP

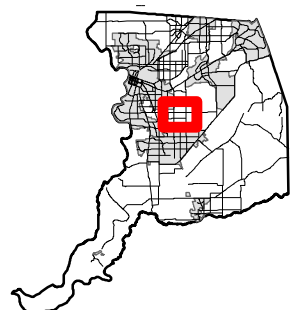


Legend

-  CFD NO. 2016-2 (FV NO. 1) Boundary
-  CFD NO. 2016-2 (FV NO. 1) Parcels
-  Florin Vineyard Community Plan Area

District: County of Sacramento
Community Facilities District 2016-2
(Florin Vineyard No. 1)

Supervisorial District: 1- Serna
2- Kennedy
5- Nottoli



**COUNTY OF SACRAMENTO
CALIFORNIA**

5

For the Agenda of:
December 8, 2020

To: Board of Supervisors
Through: Navdeep S. Gill, County Executive
From: Florence Evans, Clerk of the Board
Subject: Adoption Of The Proposed Conflict Of Interest Code Of The
Folsom Cordova Unified School District
District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution approving the proposed conflict of interest code of the Folsom Cordova Unified School District (FCUSD).

BACKGROUND

Pursuant to Government Code sections 82011 and 87303 the Board of Supervisors of the County of Sacramento is the code reviewing body for local agencies within the county. As the code reviewing body for the FCUSD, the Board of Supervisors shall approve the proposed code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the district for revision.

Pursuant to Government Code section 87306.5 (a) the Board of Supervisors as the code reviewing body shall also send a Biennial Notice on July 1 of each even-numbered year to local agencies. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

The Clerk of the Board (COB) received the proposed conflict of interest code from the FCUSD on October 1, 2020 to initiate the review process. The last approval by the Board was on April 21, 2020.

The COB has reviewed the proposed code to determine whether it complies with the requirements of Government Code section 87302 (a)(b)(c):

- The terms of the proposed code contain all required provisions, including the manner to report financial interests and the disqualification procedures;

Adoption Of The Proposed Conflict Of Interest Code Of The Folsom Cordova
Unified School District

Page 2

- The proposed code specifically lists positions that make or participate in making government decisions and the code designates these positions as required to file Statements of Economic Interests (Form 700);
- The proposed code assigns disclosure categories specifying the types of economic interests to be reported by those designated positions as required to file a Form 700; and
- The proposed code has been adopted by the FCUSD governing body.

The COB has determined that the proposed code complies with the requirements of the Government Code section 87302 (a)(b)(c) and recommends approval.

County Counsel concurs and recommends approval of the proposed code.

FINANCIAL ANALYSIS

There is no impact to the General Fund.

Attachments:

RES – Resolution to Approve the Proposed Conflict of Interest Code

ATT 1 – Proposed Conflict of Interest Code of FCUSD

RESOLUTION NO. _____

**RESOLUTION APPROVING THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
CONFLICT OF INTEREST CODE**

WHEREAS, a proposed Conflict of Interest Code from the Folsom Cordova Unified School District (hereinafter referred to as "District") has been submitted by said District; and

WHEREAS, pursuant to Government Code section 82011, the Board of Supervisors of the County of Sacramento is the code reviewing body for said District; and

WHEREAS, pursuant to Government Code section 87303, the Board of Supervisors shall approve the proposed code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the District for revision.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Sacramento, State of California, hereby approves the proposed Conflict of Interest Code of the Folsom Cordova Unified School District as adopted by said District and attached hereto. Said Conflict of Interest Code shall become effective upon the date of adoption of this Resolution.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

Resolution Approving The Folsom Cordova Unified School District Conflict Of
Interest Code

Page 2

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSAL:

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chairperson of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

FILED
BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

NOV 03 2020
Alorence Elan
BY _____
Clerk of the Board

Communication Referred to Department for Action
(Board Non-Action Item)

Agenda: November 3, 2020
From: Folsom Cordova Unified School District
Subject: Response To The 2020 Biennial Notice Conflict
Of Interest Code Update For The Folsom Cordova Unified
School District

Referred:

- County Executive
- County Counsel
- Municipal Services
- Social Services
- Assistant County Executive
- Administrative Services
- Public Works & Infrastructure
- Other:

Action Required:

- Reply with copy to the Board referencing agenda date
- Report back to the Board on _____
- Information and processing
- Review/give recommendation to the Board
- Other: _____

Copies Routed:

- Each Supervisor
- Assistant County Executive
- Administrative Services
- Social Services
- Other:
- County Executive
- County Counsel
- Municipal Services
- Public Works & Infrastructure

Copies/Referral sent on October 16, 2020 by Clarice Thomas

Kelly Goussmith, Filing Official
Folsom-Cordova Unified School District
1965 Brikmont Drive
Rancho Cordova, CA 95742

STATE OF CALIFORNIA
BOARD OF SUPERVISORS

2020 OCT -1 PM 3:02

Subject: 2020 Biennial Notice for Conflict of Interest Codes

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions. Please review your conflict of interest code and complete this form by checking the applicable boxes below.

If amendment is required check all that apply below:

An amendment is required. The following amendments are necessary and reflected on this form as indicated below **and** reflected in the attached approved proposed code and red-line copy of the amendments:

- Includes new positions
- Revised disclosure categories
- Revised the titles of existing positions
- Deleted titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (describe)
- Attached is the agency approved proposed Conflict of Interest Code
- Attached is the red-line copy of the amendments (required to attach)

If code is under review by the code reviewing body check box below:

The code is currently under review by the Sacramento County Board of Supervisors (code reviewing body). Date code was submitted for review

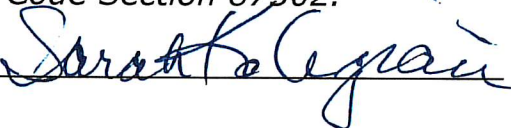
If no amendment is required check box below:

No amendments are necessary. Attach a copy of the code if five or more years old -

Verification (MUST BE COMPLETED WITH OR WITHOUT AN AMENDMENT)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer



Date Sept 28, 2020

All agencies must complete and return this notice regardless of how recent the code was approved or amended. **Please return this notice no later than October 1, 2020, attention Clarice Thomas, Clerk of the Board Department, 700 H Street, Suite 2450, Sacramento, California 95814.**

Folsom Cordova Unified School District Minutes

Regular Board of Education Meeting,
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.

September 10, 2020
Education Services Center Boardroom
1965 Birkmont Drive
Rancho Cordova, California 95742

Attendance Taken at 5:00 PM:

Present:

Chris Clark
Joshua Hoover
David Reid
JoAnne Reinking
Ed Short

Absent:

Ally Gallant, Advisory Vote

Updated Attendance:

Ally Gallant, Advisory Vote was updated to present at: 6:00 PM

I. 5:00 PM OPEN SESSION

(Held via Zoom video and/or telephonic conference)

Announcement of Items to be Discussed in Closed Session. Time will be given to speakers at the discretion of the Board Chairperson. The law allows the public to address the Board on any matter not on the agenda, but the law prohibits action by the Board on non-agenda items.

II. 5:05 PM CLOSED SESSION

Held via a separate Zoom meeting.

III. CLOSED SESSION AGENDA

III.a. Student Matters: With respect to every item of business to be discussed in closed session pursuant to Section 48912 of the Education Code

III.b. Employer Employee Relations: With respect to every item of business to be discussed in closed session pursuant to Section 54957.6 of the Government Code: Conference with Labor Negotiators

2020 OCT - 1 PM 3:03
COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

III.c. Conference with Legal Counsel - Litigation: With respect to every item of business to be discussed in closed session pursuant to Government Code 54956.9

III.d. Conference with Real Property Negotiator - With respect to every item of business to be discussed in closed session. Conference with Real Property Negotiator

III.e. Personnel Matters: With respect to every item of business to be discussed in closed session pursuant to Section 54957 of the Government Code: Public Employee Discipline/Dismissal/Release

IV. 6:00 PM OPEN SESSION

(Held via virtual Zoom video and/or telephonic conference)

Call to Order and Pledge of Allegiance

Minutes:

Meeting convened at 6:15 p.m. President Clark called the meeting to order. David Reid, Board Member, led the flag salute.

President Clark stated a broadcast and recording is being made at the direction of the Board and that the broadcast may capture images and sounds of those attending the meeting.

V. REPORTING OUT CLOSED SESSION

a. Reporting Out Closed Session Actions

b. Board President's Statement

Minutes:

Dr. Koligian reported no action was taken in closed session.

VI. ADOPTION OF AGENDA

Motion Passed: Approve agenda with changing the order of items XII.a., XII.b., XII.c., and X.a., and X.b., to after Agenda Consent. Passed with a motion by David Reid and a second by Ed Short.

Yes Chris Clark

Yes Ally Gallant, Advisory Vote

Yes Joshua Hoover

Yes David Reid

Yes JoAnne Reinking

Yes Ed Short

VII. PUBLIC PARTICIPATION

Time will be given to speakers at the discretion of the Board Chairperson. The law allows the public to address the Board on any matter not on the agenda, but the law prohibits action by the Board on non-agenda items.

Minutes:

The following community members and parents spoke about concerns they had regarding the

curriculum on slavery that was recently part of a history lesson taught at Mills Middle School:

- Lorreen Pryor
- Theresa Lopez Ortiz
- Yvonne Evans
- Lisa Stanley

The following staff spoke about the Combined Daily Participation and Weekly Engagement template:

- Jennifer Neuenfield
- Coryn Herring

Any comments submitted in writing using the Google form, are attached to the minutes.

VIII. REPORTS OF DISTRICT ORGANIZATIONS

- Student Advisory Board
- California School Employees Association
- Folsom Cordova Education Association
- Folsom Cordova Leadership Association
- District English Learner Advisory Committee

Minutes:

Student Advisory Board (SAB)- President, Ally Gallant
- Stated SAB will be meeting at the end of September.

California School Employees Association (CSEA)- President, Rob Thomas
- Classified staff has been assisting in Chromebook distribution and Chromebook repair.

Folsom Cordova Education Association (FCEA)- President, Angelica Miklos
- Thanked their members for voting on the tentative agreement and for their patience.

Folsom Cordova Leadership Association (FCLA)- President, Johnathan Johnson
- Highlighted Canen Peterson, Howard Cadenhead, and Amy Strawn for finding unique ways to reach out and connect to their students and parents.

District English Learner Advisory Committee (DELAC)- Director of Categorical Programs and Grants, Elena Cabrera
- DELAC met to review the Learning Continuity and Attendance Plan. They also discussed Title III and the LCAP Addendum.

IX. AGENDA CONSENT

All items listed on the consent agenda will be acted upon by one motion, without discussion. Should any Trustee or other person request that any item be considered separately that item will be pulled for discussion/action.

Motion Passed: Approve agenda consent items. Passed with a motion by David Reid and a second by Joshua Hoover.

- Yes Chris Clark
- Yes Ally Gallant, Advisory Vote
- Yes Joshua Hoover
- Yes David Reid
- Yes JoAnne Reinking
- Yes Ed Short

IX.a. Approve Regular Board Meeting Minutes: August 13, 2020 and August 27, 2020

IX.b. Accept Donations: to Acknowledge Receipt of Donations to the District

IX.c. Approve the Extension of the Piggyback Contract to Purchase Data Communications Products and Services through Utah NASPO ValuePoint, formerly WSCA-NASPO, with Cisco Systems, Inc

IX.d. Approve Change Order No. 4: Sutter Middle School, Phase 2

IX.e. Approve Notice of Completion: Sutter Middle School, Phase 2

IX.f. Approve Notice of Completion: Mitchell Middle School, Madsen Roofing and Waterproofing, Inc.

IX.g. Approve Memorandum of Understanding Between Folsom Cordova Unified School District and Cordova Girls Softball League

IX.h. Approve Routine Personnel Action Items

IX.i. Adopt Revision to Board Bylaw Exhibit 9270(c): Conflict of Interest

IX.j. Adopt Resolution No. 09-10-20-03 Committing to Meet Financial Obligations and Maintaining Fiscal Solvency

IX.k. Adopt Resolution No. 09-10-20-04 GANN Limit

X. PUBLIC HEARING

X.a. Public Hearing: Grant an Easement to Sacramento Municipal Utilities District at the Education Services Center

Minutes:

President Clark opened the public hearing at 9:45 p.m.

Public Comment:

- No public comments.

Public hearing closed at 9:46 p.m.

X.b. Public Hearing: Learning Continuity and Attendance Plan

Minutes:

President Clark opened the public hearing at 9:46 p.m.

Dr. Koligian shared stakeholder feedback that was received from various meetings. The plan has to be approved by September 30 in order to be a recipient of the CARES dollars, which we are eligible for \$11.8 million. The CARES dollars must be spent by December 30. The plan will be presented at the September 24 Board meeting. The purpose of the plan is to talk about the impacts since being in shelter in place and distance learning, the challenges students and families are facing without being in school, and how the District is supporting students with unique needs. The plan must address at-risk students and what is being done to mitigate learning loss and making sure students are in attendance and engaged through distance learning.

Public Comment

- No public comments.

Public hearing closed at 10:00 p.m.

XI. DISCUSSION/ACTION

XI.a. Adopt Resolution No. 09-10-20-05: Grant of Easement to Sacramento Municipal Utilities District at the Education Services Center

Motion Passed: Adopt Resolution No. 09-10-20-05, Grant of Easement to Sacramento Municipal Utilities District at the Education Services Center. Passed with a motion by JoAnne Reinking and a second by Ed Short.

Yes Chris Clark

Yes Ally Gallant, Advisory Vote

Yes Joshua Hoover

Yes David Reid

Yes JoAnne Reinking

Yes Ed Short

XI.b. Approve 2019-20 Unaudited Actuals Financial Report: Actual Revenues and Expenditures Reported on the Annual State Budget Forms, General Fund and Other Funds for the State of California

Minutes:

Dr. Koligian introduced Rhonda Crawford, Assistant Superintendent of Business Services, to present this item.

Ms. Crawford shared with Trustees the unaudited actuals for 2019-20 and the timeline and summary of the actual process. The biggest source of revenue is the Local Control Funding Formula (LCFF) funds, which is a combination of property taxes and state aid. The LCFF funds go together with the Education Protection Agency (EPA).

Those two pieces make up about 78.5% of all of revenue, the other 21.5% is made up of state, federal and other local.

She also reviewed the unrestricted and restricted expenditures by object code. The largest portion of expenditures is salaries and benefits, they are shy of 85%. That leaves 15% for books and supplies, services and other operating capital outlay and other outgo.

Ms. Crawford summarized the 2019-20 Unaudited Actuals Financial Report and explained the difference in the unaudited actuals amount and the projected actuals presented with the adopted budget. The changes in total revenues and expenditures is a decrease of (\$4,402,023) for revenues and (\$13,847,165) for expenditures. There was no change to the total unappropriated amount.

Ms. Crawford answered Trustee questions regarding funding for the CTE equipment at Folsom High School.

Motion Passed: Approve the 2019-20 Unaudited Actuals Financial Report as presented. Passed with a motion by Ed Short and a second by JoAnne Reinking.

- Yes Chris Clark
- Yes Ally Gallant, Advisory Vote
- Yes Joshua Hoover
- Yes David Reid
- Yes JoAnne Reinking
- Yes Ed Short

XI.c. Adopt Revisions to Board Policy Exhibit 6163.4: Student Technology Use Agreement

Minutes:

Dr. Koligian stated this exhibit is in response to best practices for distance learning. The revisions capture students using technology at home, and when they return to in-person instruction.

Don Ogden, Assistant Superintendent of Human Services, answered Trustee questions regarding the language on offensive materials.

Motion Passed: Adopt revisions to Board Policy Exhibit 6163.4: Student Technology Use Agreement. Passed with a motion by Ed Short and a second by JoAnne Reinking.

- Yes Chris Clark
- Yes Ally Gallant, Advisory Vote
- Yes Joshua Hoover
- Yes David Reid
- Yes JoAnne Reinking
- Yes Ed Short

XI.d. Approve Memorandum of Understanding with the Folsom Cordova Education Association (FCEA)

Minutes:

Dr. Koligian stated one Memorandum of Understanding (MOU) is for the distance learning agreement and the second MOU is for common planning time during distance learning, both for 2020-21.

Dr. Koligian answered Trustee questions regarding the membership voting ratio. Don Ogden, Assistant Superintendent of Human Services, and Deb Krikourian, FCEA Bargaining Chair, answered Trustee questions regarding language on the District's ability to commence the hybrid model at the beginning of each grading period and the length of time it would take to transition to a hybrid model. Mr. Ogden also answered questions regarding the common planning time agreement and air ventilation and filtration systems.

The following parents and staff shared their thoughts on the MOU:

Lisa

Ashley Eder

Erin Hakes

Coryn Herring

Deb Krikourian

Laurisa Stuart

Christina Cook

Ruth Farfan

Any comments submitted in writing using the Google form, are attached to the minutes.

Motion Passed: Approve the negotiated Memorandums of Understanding as presented. Passed with a motion by Ed Short and a second by JoAnne Reinking.

Yes Chris Clark

Yes Ally Gallant, Advisory Vote

No Joshua Hoover

Yes David Reid

Yes JoAnne Reinking

Yes Ed Short

XI.e. Approve the Certificated Assignment Under a Variable Term Waiver for the 2020/2021 School Year

Motion Passed: Approve the teaching assignment under a Variable Term Waiver as outlined. Passed with a motion by JoAnne Reinking and a second by Ed Short.

Yes Chris Clark

Yes Ally Gallant, Advisory Vote

Yes Joshua Hoover

Yes David Reid

Yes JoAnne Reinking

Yes Ed Short

XII. DISCUSSION

XII.a. FCUSD Return to In-Person Instruction Road Map

Minutes:

Dr. Koligian stated the top priority remains the health and safety of all students and staff. Other priorities include student learning and social-emotional well-being, providing supports for students, staff, and families and fiscal and operational viability.

Dr. Koligian then introduced Curtis Wilson, K-12 Assistant Superintendent of Curriculum and Instruction, to review the different stages of the plan.

Mr. Wilson reviewed the different stages which follow health and safety guidelines set forth by the California Department of Public Health and Sacramento County Health. Health precautions and protocols is a large piece of the reopening road map. He addressed physical distancing, face coverings and shields, hand washing, hand sanitizer, increased cleaning disinfection, air filtration systems, student cohorts, and health screenings, including contact tracing. He also discussed the learning management system, student feedback, attendance, grading, engagement, material supports, and neighborhood school distance learning versus traditional versus virtual academy.

Mr. Wilson answered Trustee questions regarding the transition to in-person learning from distance learning and the transition from the different stages.

The following students, parents, community members, and staff shared their thoughts on the In-Person Instruction Road Map:

Robert

Tabitha Wong

Tyler Johnstone

Rachael

Tracy

Susan Ortega

Any comments submitted in writing using the Google form, are attached to the minutes.

XII.b. Plan to Bring Back In-Person Cohorts of Special Education and English Learner Students

Minutes:

Dr. Koligian introduced Betty Jo Wessinger, Assistant Superintendent of Special Education and Director of SELPA, to present this item.

Ms. Wessinger reviewed Stage II that allows for small cohorts of 14 students with no more than two adults. If necessary, the number of adults can be adjusted by reducing the number of students, to increase that ratio of students to adults while maintaining

the maximum of 16 individuals in a classroom. Students and supervising adults in one cohort must not physically interact with students or supervising adults in another cohort. One to one specialized services can be provided to a student by a support service provider that is not part of the student's cohort.

Stage II addresses students with unique needs. Those student groups are special education students, English learners, homeless, foster youth, and at risk students. At risk students are defined in the guidance as students at higher risk of learning loss, students not participating in distance learning, or students at risk for abuse or neglect. Ms. Wessinger reviewed the sample of different schedules, according to the special education need of the student.

Ms. Wessinger answered Trustee questions and concerns regarding the timeline and how long it is going to take to implement in-person services for students and the survey to families and staff. She also answered questions regarding the different schedules and the hurdles to return students to the classroom.

The following parents and community members shared their thoughts on In-Person Cohorts of Special Education and English Learner Students:

Lucinda

Robert

Claudia

Tabitha Wong

Lisa Ropp

Robin Sears

Any comments submitted in writing using the Google form, are attached to the minutes.

XII.c. Elementary Waiver

Minutes:

Dr. Koligian introduced Curtis Wilson, K-12 Assistant Superintendent of Curriculum and Instruction, to present this item.

Mr. Wilson reviewed the process of applying for the waiver, the steps, the timelines, and the types of approvals. The three major components to apply are applicant information, consultation with various groups and having an approved reopening plan. The application must be filed at least 14 days prior to the date the District would like to open and the application will include all 20 schools.

Consultation with the various groups include both FCEA and CSEA, parent groups such as PTA/PTO, DELAC or ELAC, and School Site Councils and community organizations such as school-based non-profit organizations, after school programs, health services, and pre-schools. The reopening plan must include the six major topic areas: cleaning, health screenings, physical distancing, and everything needed to keep students and staff safe.

Mr. Wilson addressed Trustee questions regarding the timeline for the application and the format to consult with the various groups.

The following community members shared their thoughts on the elementary waiver:

Z.

Any comments submitted in writing using the Google form, are attached to the minutes.

XIII. REPORTS TO THE BOARD OF EDUCATION

- a. Superintendent's Report
- b. Correspondence to the Board

Minutes:

Dr. Koligian thanked staff and management for the work they do on a daily basis and going above and beyond.

XIV. BOARD OF EDUCATION BUSINESS

- a. Board Communication
- b. Pending Board Requests

Minutes:

Ms. Gallant

- Recognized her fellow students for working incredibly hard to continue learning. She also thanked staff, teachers, administration, parents, and students for all of their hard work this year.

Ms. Reinking

- Thanked Mr. Ogden, his negotiation team, and union members for their hard work.

Mr. Short

- Expressed how great staff is doing under the current circumstances, doing it all for the students. Recognized the lives lost on 9/11 and the current forest fires.

Mr. Hoover

- Thanked staff for their hard work on the three presentations presented during the meeting. Thanked all teachers for their hard work in distance learning.

Mr. Reid

- Reflected on the lives lost 19 years ago in New York.

Mr. Clark

- Thanked Mr. Ogden, his negotiation team and FCEA for their work on the MOU's. Also thanked teachers for their hard work. Dedicated this meeting to all the lives lost on September 11, 2001.

XV. FUTURE MEETINGS

The next Regular Board Meeting is scheduled for September 24, 2020 and will be held virtually via Zoom.

XV.a. 12-Month Board Calendar

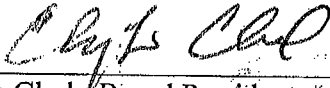
Quick Summary:

The 12-Month Board Calendar will be a regular item on the agenda. This document will assist with advance planning for staff, Trustees, and community members. This document will have ongoing updates throughout the year.

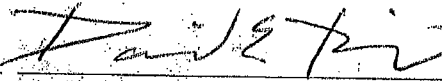
XVI. ADJOURNMENT

Minutes:

Meeting adjourned at 11:22 p.m.



Chris Clark, Board President



David Reid, Board Clerk

FINAL

09/10/2020 ROUTINE PERSONNEL ACTION ITEMS						
Type	Name	Status	Old Assignment/ Location	New Assignment	New Location	Effective date(s)
APPOINTMENTS						
MANAGEMENT						
Correction	Easton, Monica	Perm	100% Dept Chair			2020/2021
Replacement	Smith, Denise	Perm		50% Dept Chair	White Rock Elementary	2020/2021
CERTIFICATED						
CERTIFICATED WORKING PREP						
Type	Name	Status	Old Assignment/ Location	New Assignment	New Location	Effective date(s)
	Bernadett, Drew			Science	Cordova High	9/1/20-12/18/20
	Beznique, Jeremy			Social Science	Cordova High	9/11/20-12/18/20
	Bilbeck, Cameron			Social Science	Cordova High	9/10/20-12/18/20
	Cline, Carole			English	Cordova High	8/12/20-12/18/20
	Cooper, Cole			Social Science	Cordova High	9/11/20-12/18/20
	Dalcamo, Bridget			PE	Cordova High	9/11/20-12/18/20
	Dyer, Miranda			English	Cordova High	8/12/20-12/18/20
	Franceschini, Elizabeth			Science	Cordova High	9/11/20-12/18/20
	Gribstov, Mark			Social Science	Cordova High	9/10/20-12/18/20
	Holwey, Amanda			Health	Cordova High	9/10/20-12/18/20
	Lundstrom, Marizza			Math-LPSBG	Cordova High	8/12/20-12/18/20
	Mahaffey, Christopher			Science	Cordova High	8/12/20-12/18/20
	Martinez, Grace			English	Cordova High	9/10/20-12/18/20
	Morris, Katherine			Math-LPSBG	Cordova High	8/12/20-12/18/20
	Pratt, Wendy			Math-LPSBG	Cordova High	8/12/20-12/18/20
	Agnew, Aaron			PE	Cordova High	8/12/20-12/18/20
	Canty, Madeline			Science	Folsom High	8/12/20-12/18/20
	Carter, Jeffrey			Art	Folsom High	8/12/20-12/18/20
	Castro, Clifton			Social Science	Folsom High	8/12/20-12/18/20
	Cavanaugh, Jean			Computer	Folsom High	8/12/20-12/18/20
	Chalmers, Monica			Science	Folsom High	8/12/20-12/18/20
	DeVore, Julie			Health	Folsom High	8/12/20-12/18/20
	England, Elizabeth			PE	Folsom High	8/13/20-12/18/20
	Gaesser, Curtis			Jazz	Folsom High	8/12/20-12/18/20
	Guarienti, Kristy			Science	Folsom High	8/12/20-12/18/20
	Halverson, Summer			Dig Art	Folsom High	8/12/20-12/18/20
	Harris, Christopher			Spanish	Folsom High	8/12/20-12/18/20
	James, Sharon			Science	Folsom High	8/12/20-12/18/20
	Johnstone, Tyler			Social Science	Folsom High	8/31/20-12/18/20

CERTIFICATED WORKING PREP - Continued

Type	Name	Status	Old Assignment/ Location	New Assignment	New Location	Effective date(s)
	Martin, Suzan			Spanish	Folsom High	8/12/20-12/18/20
	McBride, Michael			Social Science	Folsom High	8/12/20-12/18/20
	Noble, James			PE	Folsom High	8/12/20-12/18/20
	Wilson, Melinda			German	Folsom High	8/12/20-12/18/20
	Mendoza Lopez, Zenaida			Spanish	Folsom Middle	8/12/20-12/18/20
	Zimmy, John			Music	Folsom Middle	8/12/20-12/18/20
	Peterson-Mue, Katy			Social Science	Willis Middle	8/12/20-12/18/20
	Atwood, Jessica			PE	Willis Middle	8/12/20-12/18/20
	Collins, Robert			PE	Mitchell Middle	8/12/20-12/18/20
	Geisler, Cynthia			Math	Mitchell Middle	8/12/20-12/18/20
	Sewell, David			Science	Mitchell Middle	8/12/20-12/18/20
	Smith, Brandon			PE	Mitchell Middle	8/12/20-12/18/20
	Gebhart, Douglas			PLTW	Mitchell Middle	8/12/20-12/18/20
	Lazar, Julie			APEX	Sutter Middle	8/12/20-12/18/20
	Moore, Lisa			Science	Vista del Lago	8/12/20-12/18/20
	Verspiere, Verma			French	Vista del Lago	8/12/20-12/18/20
	Willis, Brianna			English	Vista del Lago	8/12/20-12/18/20
				CLASSIFIED		
Replacement	Angelés, Arturo	Perm	Custodian, FHS	Building and Grounds Utility Worker	Folsom High	09/08/2020
Replacement	Esparza Medina, Eduardo	Prob	New	BJA Spanish	Mather Heights Elementary	09/08/2020
Replacement	Galvani, Jason	Prob	New	SPED JA	Sutter Middle	09/01/2020
Replacement	Garcia Villa, Evelia	Perm	Custodian, FHS	Lead Night Custodian	Vista del Lago High	09/09/2020
Replacement	Harder, Michelle	Perm	Parent Coordinator, NAV (adding on to this)	School Clerk	Navigator Elementary	09/04/2020
Replacement	Maimone, Robert	Prob	New	SPED JA	Empire Oaks Elementary	09/01/2020
Add On	McDonald, Theresa	Perm	School Clerk, Williamson	School Clerk	Williamson Elementary	09/01/2020
Replacement	Mishra, Naimrata	Perm	Parent Coord/School Clerk, FMS	School Clerk	Folsom Middle	09/08/2020
Replacement	Pimental, Eduardo	Prob	New	Custodian	Sutter Middle	09/08/2020
Replacement	Rodriguez, Rosa	Prob	Custodial Substitute	Night Custodian	Gold Ridge Elementary	09/09/2020
				SHORT TERM		
Type	Name	Status	Old Assignment/ Location	New Assignment	New Location	Effective date(s)
SEPARATIONS						
Type	Name	Status	Old Assignment/ Location	New Assignment	New Location	Effective date(s)
				MANAGEMENT Assignment		

Type	Name	Status	Location	Effective date(s)
CERTIFICATED Assignment				
Resignation	Cassells, Carmen	Perm	Cordova Lane Center	08/31/2020
Termination	Hull, Heather	Perm	Cordova Lane Center	08/28/2020
Resignation	King, Sydney	Prob	Visia del Lago High	09/11/2020
Resignation	Moghaddam, Shirin	Perm	Folsom Hills Elementary	08/10/2020
SHORT TERM Assignment				
Type	Name	Status	Location	Effective date(s)

Timestamp

9/9/2020 10:02:48

First Name

Last Name

You are speaking as:

Parent

Agenda item or topic you would like to address the Board regarding:

XII. DISCUSSION: XII.a. FCUSD Return to In-Person Instruction Road Map

Public Comments of Persons Desiring to Address the Board:

My son is a junior this year. He has always been an A student but is finding it extremely difficult to maintain his concentration and interest with virtual teaching and I am worried not only about his grades during this critical year but more importantly his mental health. Children should not be subject to sitting in front of a computer for five hours in an effort to simulate a normal school day when there is nothing normal about the past six months. These kids need to be around other kids even if it means wearing a mask and social distancing. The initial plan to adopt a hybrid version, thus reducing the time kids are in school as well as the number of kids attending at any given time, was a much better solution than this current model. Our kids deserve better than this. I propose a three day a week for three hours in person schedule. Half the students attending in the morning and the other half in the afternoon with a one hour break in between to avoid overlap. Additionally teachers can be online while teaching so any students/parents not comfortable with attending in person can still attend virtually. Thank you.

September 10, 2020 Board Meeting
Written Public Comments

Timestamp	First Name	Last Name	You are speaking as:	Agenda item or topic you would like to address the Board regarding:	Public Comments of Persons Desiring to Address the Board.
9/9/2020 11:30:59	Ms.	Thomas	Parent	<p>XI. DISCUSSION/ACTION: XI.b. Approve 2019-20 Unaudited Actuals Financial Report: Actual Revenues and Expenditures Reported on the Annual State Budget Forms, General Fund and Other Funds for the State of California</p>	<p>First and foremost. Our systems in which we inform, deliver and present decisions and actions performed within our school systems. Needs to change for easier access and lament terms. If was not in the social media groups and as active as I am. I would know nothing about any of these hearings. Then once I discover them it's like jumping through hoops just to have a voice. I do not know which Discussion topic above I am supposed to check off. But I do know I am a parent who is and has been frustrated with our school systems. The recent events bring a movement far overdue. Specifically addressing the presence of police and The SRO program. I feel it is time we reallocate those funds for resources that are better for our student body as a whole. Although there has been some positive media covered moments from this organization. The staggering statistics that prove BIPOC are being over policed and literally "referred" right into the prison system. It is sickening, doesn't it bother you? Just the fact that most BIPOC have experienced trauma throughout their lifetime from law enforcement and have triggers when dealing with them is a reason alone. With the reallocation of the same funds we use to fund the school police force and their affiliated programs. We can create new systems that give ALL students the equal opportunity to thrive. Although keeping these resources would keep the few comfortable, I think it is time we got uncomfortable. So we can start the healing process for our communities. It's times to listen to the voices crying out for change and stop letting the bubbles in which we reside blind us from the inequalities in all our systems. ESPECIALLY SCHOOLS SYSTEMS. This is the root of our problems.</p> <p>Secondly, although I'm not sure based on my lack of knowledge of the terminology. It seems one of the other topics is to approve the unaudited actuals of the financials to be made public. Approving this is a no brainer, transparency is needed right now to improve.</p>

Timestamp	First Name	Last Name	You are speaking as:	Agenda item or topic you would like to address the Board regarding:	Public Comments of Persons Desiring to Address the Board:
9/9/2020 12:46:39	Shannon	Alleva	Parent	XI. DISCUSSION/ACTION: XI.b. Approve 2019-20 Unaudited Actuals Financial Report: Actual Revenues and Expenditures Reported on the Annual State Budget Forms, General Fund and Other Funds for the State of California	I want to voice my strong support for keeping our SRO. This should not even be a question, since you've already voted on it... but I hear it is coming up again. Getting rid of these valuable officers would be a disservice to our students, staff and schools. They are more valuable than any budget amount could determine. Having them on campus gives many students a sense of security, safety and comfort. They are individuals that our kids can reach out to for help. They are an extra set of eyes that can make sure our students are making good choices and are not endangering themselves or others. Please fight for our SRO, they deserve your support!
9/9/2020 13:12:46	Shannon	Alleva	Parent	XII. DISCUSSION: XII.a. FCUSD Return to In-Person Instruction Road Map	Please do everything you can to get our children back in the classroom; they have suffered enough. It's time to step up and do whatever needs to be done. Don't cave to political or union pressure, keep our kids as your top priority. They need to get back before the negative effects are too great to bear any longer (depression, anxiety, suicide, academic losses, etc). Thank you.

September 10, 2020 Board Meeting
Written Public Comments

Timestamp	First Name	Last Name	You are speaking as:	Agenda item or topic you would like to address the Board regarding:	Public Comments of Persons Desiring to Address the Board.
9/9/2020 17:25:21	DJ	Zwicker-Sobrepene	Employee	<p>XI. DISCUSSION/ACTION: XI.d. Approve Memorandum of Understanding with the Folsom Cordova Education Association (FCEA)</p>	<p>Dear Board,</p> <p>I am completely opposed to the FCEA MOU (Common Planning Time During Distance Learning 2020-2021) about Mondays being "reserved for CPT. Staff will be provided CPT for the balance of the school day after providing a synchronous morning meeting with students up to 20 minutes as agreed to by site." We are already one month into distance learning and have established relationships with our students and learning expectations to be in class three times a week for live sessions. I have mapped out our reading schedules based on the existing schedule and cannot fathom how any good can come from reducing instructional minutes with students for more planning time. The day is already a minimum day schedule with time for a morning meeting and afternoon CPT. I teach five preps at Cordova High School and maximize the time with my students, even if it's twenty minutes, to keep each class on track with learning objectives. I don't understand the push to change the schedule, especially now that the school year is well underway. It's working as is. The students appreciate the live class sessions and need that personalized engagement to stay motivated to complete any asynchronous assignments. Posting more asynchronous assignments without any direct teaching is likely to backfire with students not managing all that asynchronous time and not completing the work. The English Language Learners that I teach will not understand a reduced teaching schedule that keeps them from receiving at least three days of instruction and practice reading and speaking English together. Seeing students two days a week is simply not enough. I urge the board to reject this MOU. It does not serve my interests as a teacher making the most of the existing distance learning schedule. It would undue hours upon hours of curriculum planning and reduce my capacity to provide the best online learning experience for my students.</p> <p>Thank you for your time and consideration.</p>

Timestamp

9/9/2020 19:39:00

First Name

Last Name

You are speaking as:

Employee

Agenda item or topic you would like to address the Board regarding:

XII. DISCUSSION: XII.a. FCUSD Return to In-Person Instruction Road Map

Public Comments of Persons Desiring to Address the Board.

I strongly urge the school board to commit to distance learning at least through December, but ultimately through rest of the school year. As we move into fall, medical experts are predicting a dramatic rise in COVID infection rates as a second wave hits and a particular danger when this is combined with the flu season. As a teacher in the district, I know that teachers are scared of being asked to return in person. We are terrified of bringing this virus home to our families, and terrified for our students and our students' families. We cannot push for normalcy during abnormal times. Even with a plan for return as is being presented today, there are far too many impossible variables that could put everyone at risk - the responsibility placed on teachers to properly clean, controlling student gatherings outside of the classroom, proper ventilation in each and every single classroom on every campus, the use of limited and shared restrooms on campuses, parents' and staff members' with limited medical knowledge being responsible for screening symptoms prior to coming on campus with the knowledge that they might even be asymptomatic and not know if they are exposing others. Rather, we should put our effort into making distance learning the best it can be, and provide students and families with the consistency they need right now. Teachers are doing this. We are working hard to reach and support our students and make distance learning effective. To force staff and students back to campus in the middle of a pandemic would be highly irresponsible. In many professions there isn't a choice, but we have a choice to be able to remain in distance learning - we can still teach this way. Please recognize that you are responsible for our lives, for the lives of our families, and our students and their families. Your decisions decide our health and well-being. Make the responsible choice to commit to distance learning.

September 10, 2020 Board Meeting
Written Public Comments

Timestamp	First Name	Last Name	You are speaking as:	Agenda item or topic you would like to address the Board regarding:	Public Comments of Persons Desiring to Address the Board.
9/9/2020 22:42:16	Kim		Parent	XII. DISCUSSION: XII.c. Elementary Waiver	Members of the Board, Please consider an Elementary Waiver for our students and families who are comfortable returning to school (teachers, too!) My kids are struggling and our family is struggling with the current set up. My kindergarten son is getting very little from his education - he gets about 45 minutes of beneficial instruction from his teacher (after the good mornings from the class and technical issues) and then about 10-15 minutes of additional learning after the synchronous learning. I am watching his excitement and love of learning disappear. This isn't working. I have heard our teachers could be looking to omit a live instruction one day a week (only have 4 days of required synchronous) and that would be another huge hit. This isn't enough for him. My 2nd grade daughter is also struggling big time. She has lost her joy of school and every day is a struggle in our home. Folsom and Rancho are lower than the threshold needed to go back... PLEASE fight for us!
9/10/2020 7:31:52			Parent	XII. DISCUSSION: XII.b. Plan to Bring Back In-Person Cohorts of Special Education and English Learner Students	I'm the parent of a special education student in a self-contained classroom. I think it would be unfair to bring my child and her classmates back to in-person school. Although I really hate distance learning, I do not think it's right to demand that teachers and staff who work with special education students put their health and lives at risk. They already give so much and do so much and now we're asking for more from them?. Their safety matters just as much as the safety of regular education teachers and staff. We are asking too much. Yes, it's really hard and awful to manage my child's education and services at home. It's affected the number of hours I can work at my job and I dread every day, even though our teacher and aides are amazing. But, let's not rush back into the school buildings. We are still in the middle of this COVID battle and not near the end.

Timestamp

9/10/2020 7:38:03

First Name

Debbie

Last Name

Schlegel

You are speaking as:

Parent

Agenda item or topic you would like to address the Board regarding:

XII. DISCUSSION: XII.a. FCUSD Return to In-Person Instruction Road Map

Public Comments of Persons Desiring to Address the Board.

I am requesting that the board share the detailed plan with the public on how/when students will return to school. Thus far we have only been told that there is a plan but have no visibility into what that plan is. In the meantime, while we are distance learning, I urge the board to rely on ETIS to determine the best web conferencing platform to use. There are many complex factors to consider which require IT expertise and (should require) a formal RFP to select the proper tool. I am disappointed that the board has allowed teachers to switch to Zoom without an actual assessment of the features needed/required by students/parents/teachers.

September 10, 2020 Board Meeting
Written Public Comments

Timestamp	First Name	Last Name	You are speaking as:	Agenda item or topic you would like to address the Board regarding:	Public Comments of Persons Desiring to Address the Board.
9/10/2020 9:46:28	Nicole	McCarthy	Parent	<p>XII. DISCUSSION: XII.b. Plan to Bring Back In-Person Cohorts of Special Education and English Learner Students</p>	<p>Dear Board Members, please expedite your review, approval, and implementation of a plan to bring special education students back to campus. My son is 6 and in 1st grade in a SDC at Empire Oaks. He has a rare genetic disorder that includes severe ADHD, intellectual disability, speech disorder, and impulsivity. He receive OT and speech services through the district. While on the computer for distance learning, he cannot sit still for more than 10 minutes at a time. He has no personal connection to the class (he was in general ed last year), and can't "bond" with the teacher online. He constantly runs out of his room to avoid online school lessons. Any 6 year old, let alone one with severe ADHD, can't be expected to sit in front of a computer for 3 hours a day and learn. He is regressing in his learning. He is learning to hate school. He fights with us, his parents, because we are forcing him to sit in front of the computer. As a family, we are miserable right now due to distance learning. I want everyone to be safe due to COVID, but we must recognize that special ed students cannot learn effectively online. Our family has hired an aid at significant cost to work with him, but I'm sure many families cannot afford to do that. I speak not only for my family but for all the special ed families in the district when I say, you need to do more to support us. Our children have very unique needs, and the district is not meeting the requirement to give them a Free Appropriate Public Education. I invite you to come to our house and witness our daily struggles as we attempt distance learning. Until you have lived the pain of forcing a 6 year old to sit at a computer while they are screaming and hitting you, I don't think you understand how much distance learning is destroying us. Please bring special ed students back to campus as soon as possible. Thank you.</p>

Timestamp

9/10/2020 10:32:07

First Name

Last Name

You are speaking as:

Agenda item or topic you would like to address the Board regarding:

Public Comments of Persons Desiring to Address the Board:

Parent

XII. DISCUSSION: XII.a. FCUSD Return to In-Person Instruction Road Map

I have a 6 year old son, a seven year old daughter, and 3 other children in our household. We have been doing our best with the zoom calls and the homework or asynchronous work is not so bad but the 2 hour zoom sessions for my son are extremely difficult. Half the time I feel like he is not even paying attention and I try my best to keep him focused but it is just too much to ask a first grader or any elementary student to be able to focus on a screen for that long. I am in a more fortunate situation at my home and still feel a lot of stress about the distance learning. I can only imagine how those parents in less than ideal situations are feeling. We need to get the kids back to school. Thank you guys for all you do. I will be watching the board meeting tonight.

9/10/2020 12:44:09

Elementary

Teacher

Employee

XI. DISCUSSION/ACTION: XI.d. Approve Memorandum of Understanding with the Folsom Cordova Education Association (FCEA)

Members of the Board, tonight you will be presented with an MOU from our union asking for Monday's to be a planning day. While this would have been a great idea 5 weeks ago, now it is too little too late. I teach 7 year olds and only get to see them for 2 to 3 hours each day. My students do not need me to assign them more independent work for Monday's they need me! I voted no on this and hope you will too. Typically, I am a huge advocate for planning time and have even asked our union for two years to work with the district to bank minutes 4 days a week to allow for an early release for planning time. Yes, we need planning time but not at the expense of our students learning. This might be a good idea for secondary but it is a terrible idea for elementary! When we move to hybrid we can bring this option back to the table and we should. I'm tired, I'm working harder than ever but this is not the answer. Please do not let the union take me away from my students on Monday's.

September 10, 2020 Board Meeting
Written Public Comments

Timestamp	First Name	Last Name	You are speaking as:	Agenda item or topic you would like to address the Board regarding:	Public Comments of Persons Desiring to Address the Board.
9/10/2020 14:09:50			Parent	XII. DISCUSSION: XII.a. FCUSD Return to In-Person Instruction Road Map	<p>It is premature at this time for FCUSD to consider In-Person with the latest news Covid-19 update, acknowledged by our U.S. president, "[Covid-19 is] more deadly than even your strenuous flu".</p> <p>The voted & approved 100% Virtual Academy MUST remain an active option for the entire 2020-2021 School Year for all students & teachers.</p> <p>Any In-Person Transitional Model from a semester-by-semester phase MUST have stringent safety rules including:</p> <ol style="list-style-type: none"> 1) Limit Student Population (Phase 1 - 10%, Phase 2 - 30%, Phase 3 - 50%) 2) Prioritized Special Education students first 3) Classrooms equipped with MERV13 air filtration and/or HEPA Air Purifier 4) Safety Rules must be followed at all times including fitted face masks covering nose & mouth (NO MASK NO SCHOOL), 6' Physical Distance at all times
9/10/2020 14:13:24			Parent	XII. DISCUSSION: XII.a. FCUSD Return to In-Person Instruction Road Map	<p>Please send out a survey to see what parameters parents and teachers would need to safely go to school including filtration systems, protocols for health checks, ppe and testing. Also, consider semester or trimester starts on a return to school. Those not able to return will lose their teachers, friends, and academic progress facing another transition to virtual academy. Also, we should do everything we can to find a way to allow some to go to school and others to stay home and work virtually and keep their teachers. This is the least disruptive and would work if corona virus cases pushed kids back to quarantine. The virtual academy will be disruptive, a rough transition and a lot of additional work for the district and parents.</p>

Written Pub. Comments

Timestamp	First Name	Last Name	You are speaking as:	Agenda item or topic you would like to address the Board regarding:	Public Comments of Persons Desiring to Address the Board.
9/10/2020 14:20:07	JENNIFER		Parent	XII. DISCUSSION: XII.a. FCUSD Return to In-Person Instruction Road Map	<p>There is so much we don't understand about this virus. With cold and flu season approaching, it seems prudent to stay the course with distance education until we know what we are dealing with. I want to see everyone back on campus but not at the expense of health and safety.</p> <p>I'd also like to address the design of the Virtual Academy. Now that teachers and students have begun class together, it seems like the original design of the VA would be highly ineffective and disruptive if implemented upon an eventual return to campus. I would suggest we find a way to keep students enrolled their current classes with their current teachers (& teachers with their current students/classes) and engaged from home. It's challenging but not as challenging as disrupting everyone. Thank you for your work.</p>
9/10/2020 14:30:21	JENNIFER		Parent	XII. DISCUSSION: XII.a. FCUSD Return to In-Person Instruction Road Map	<p>There is so much we don't understand about this virus. With cold and flu season approaching, it seems prudent to stay the course with distance education until we know what we are dealing with. I want to see everyone back on campus but not at the expense of health and safety.</p> <p>I'd also like to address the design of the Virtual Academy. Now that teachers and students have begun class together, it seems like the original design of the VA would be highly ineffective and disruptive if implemented upon an eventual return to campus. I would suggest we find a way to keep students enrolled their current classes with their current teachers (& teachers with their current students/classes) and engaged from home. It's challenging but not as challenging as disrupting everyone. Thank you for your work.</p>
9/10/2020 14:33:16			Parent	III. CLOSED SESSION AGENDA	<p>Glad to see that the DL option is more structured and going well with the students. Our humble request is to continue with the distance learning platform until the end of 2020 to ensure a very safe reopening of campuses for in-person education.</p>

September 10, 2020 Board Meeting
Written Public Comments

Timestamp	First Name	Last Name	You are speaking as:	Agenda item or topic you would like to address the Board regarding:	Public Comments of Persons Desiring to Address the Board.
9/10/2020 14:38:58			Parent	XII. DISCUSSION: XII.a. FCUSD Return to In-Person Instruction Road Map	Please make sure that: 1- 100% Virtual Academy option remains for 2020-2021 2- Hybrid Model In-Person Safety Protocols are in place including 6' physical distance, constant classroom airflow and classroom MERV-13 Filtration and/or HEPA Air Purifier 99.97% (NO Ozone). 3 - Hybrid Model In-Person Personal Protection Equipment (PPE) including masks is provided to teacher and staff please continue to provide a distance learning option through end of 2020 to 2021 school year. With no vaccines available, situation has not improved yet. So please help the kids to stay safe.
9/10/2020 14:42:45	Divya	Gopalan	Parent	VII. PUBLIC PARTICIPATION	

Regular Board of Education Meeting, Closed Session: 5:00 p.m., Open Session: 6:00 p.m.
Folsom-Cordova USD
September 24, 2020 6:00PM
Education Services Center Boardroom 1965 Birkmont Drive Rancho Cordova, California 95742

I. 5:00 PM OPEN SESSION

Quick Summary / Abstract:

(Held via Zoom video and/or telephonic conference) Announcement of Items to be Discussed in Closed Session. Time will be given to speakers at the discretion of the Board Chairperson. The law allows the public to address the Board on any matter not on the agenda, but the law prohibits action by the Board on non-agenda items.

II. 5:05 PM CLOSED SESSION

Quick Summary / Abstract:

Held via a separate Zoom meeting.

III. CLOSED SESSION AGENDA

III.a. Student Matters: With respect to every item of business to be discussed in closed session pursuant to Section 48912 of the Education Code

III.b. Employer Employee Relations: With respect to every item of business to be discussed in closed session pursuant to Section 54957.6 of the Government Code: Conference with Labor Negotiators

III.c. Conference with Legal Counsel - Litigation: With respect to every item of business to be discussed in closed session pursuant to Government Code 54956.9

III.d. Conference with Real Property Negotiator - With respect to every item of business to be discussed in closed session. Conference with Real Property Negotiator

III.e. Personnel Matters: With respect to every item of business to be discussed in closed session pursuant to Section 54957 of the Government Code: Public Employee Discipline/Dismissal/Release

IV. 6:00 PM OPEN SESSION

Quick Summary / Abstract:

(Held via virtual Zoom video and/or telephonic conference) Call to Order and Pledge of Allegiance

Minutes:

Meeting convened at 6:15 p.m. President Clark called the meeting to order. Elena Cabrera, Director of Categorical Programs and Grants, led the flag salute.

President Clark stated a broadcast and recording is being made at the direction of the Board and that the broadcast may capture images and sounds of those attending the meeting.

V. REPORTING OUT CLOSED SESSION

Quick Summary / Abstract:

a. Reporting Out Closed Session Actions b. Board President's Statement

Minutes:

Dr. Koligian reported no action was taken in closed session.

VI. ADOPTION OF AGENDA

Recommended Motion:

Approve agenda.

Actions:

Motion

Approve agenda with the exception of item IX.f. which was pulled by Mr. Hoover. Passed with a motion by Joshua Hoover and a second by JoAnne Reinking.

Vote:

Yes Chris Clark.
Yes Ally Gallant, Advisory Vote.
Yes Joshua Hoover.
Yes David Reid.
Yes JoAnne Reinking.
Yes Ed Short.

VII. PUBLIC PARTICIPATION

Quick Summary / Abstract:

Time will be given to speakers at the discretion of the Board Chairperson. The law allows the public to address the Board on any matter not on the agenda, but the law prohibits action by the Board on non-agenda items.

Minutes:

No public comments.

VIII. REPORTS OF DISTRICT ORGANIZATIONS

Quick Summary / Abstract:

- Student Advisory Board
- California School Employees Association
- Folsom Cordova Education Association
- Folsom Cordova Leadership Association
- District English Learner Advisory Committee

Minutes:

Student Advisory Board (SAB)- President, Ally Gallant
- No report.

California School Employees Association (CSEA)- President, Rob Thomas
- Stated CSEA will start Phase 2 negotiations tomorrow. In-person assessments will be at the forefront of the negotiations.

Folsom Cordova Education Association (FCEA)- President, Angelica Miklos
- Stated FCEA is supporting Special Education staff and is working with the district to ensure the health and safety of students and staff during assessments.

Folsom Cordova Leadership Association (FCLA)- President, Johnathan Johnson
- Recognized administrators for their efforts in continuing to reach out to their

students and families.

Congratulated Lori Miller Powell, Principal of Riverview STEM (Science, Technology, Engineering, and Math) Academy, for being recognized as an Exemplary Achievement Gap Closing School - National Blue Ribbon School for 2020. Highlighted the great work Principal Dana Carrigan and Principal Sara Parenzin are doing at their sites with connecting virtually to students and families.

District English Learner Advisory Committee (DELAC)- Director of Categorical Programs and Grants, Elena Cabrera
- No report.

IX. AGENDA CONSENT

Quick Summary / Abstract:

All items listed on the consent agenda will be acted upon by one motion, without discussion. Should any Trustee or other person request that any item be considered separately that item will be pulled for discussion/action.

Recommended Motion:

Approve agenda consent items.

Actions:

Motion

Approve agenda consent items. Passed with a motion by JoAnne Reinking and a second by Ed Short.

Vote:

Yes Chris Clark.
Yes Ally Gallant, Advisory Vote.
Yes Joshua Hoover.
Yes David Reid.
Yes JoAnne Reinking.
Yes Ed Short.

IX.a. Approve Regular Board Meeting Minutes: September 10, 2020

Speaker:

Sarah Koligian, Ed.D., Superintendent

Rationale:

The September 10, 2020 regular board meeting minutes, are submitted for approval.

Recommended Motion:

The Board of Education approve the September 10, 2020 board meeting minutes, as presented.

Attachments:

September 10, 2020 Board Meeting Minutes

IX.b. Accept Donations: to Acknowledge Receipt of Donations to the District

Speaker:

Rhonda Crawford, Assistant Superintendent, Business Services

Rationale:

The attached donations were received by the Folsom Cordova Unified School District and are presented for Board acceptance.


FCUSD

 COUNTY OF SACRAMENTO
 BOARD OF SUPERVISORS

2020 OCT -1 PM 3:02

September 28, 2020

Clarice Thomas
 Clerk of the Board Officer
 Form 700 Coordinator
 700 H Street, Suite 2450
 Sacramento, CA 95814

Dear Ms. Thomas:

Please find included BB 9270(c): Conflict of Interest. Revisions were approved by the Board at the September 10, 2020 Board of Education meeting. The only revisions made were to positions in the Designated Positions Disclosure Category 1 and Category 2. Chief Technology Officer has been changed to Education Tech Coordinator and the Senior Network Engineer has been changed to Network Information Tech Manager.

Please add the following positions to Form 700 as approved 09-10-20:

- Education Tech Coordinator
- Network Information Tech Manager

Please remove the following positions:

- Director of Curriculum and Instruction
- Director of Social Emotional Learning
- Chief Technology Officer
- Senior Network Engineer

Please let me know if you need any other information.

Sincerely,
 Kelly

Kelly Goldsmith
 FCUSD Filing Official

/enclosure

Folsom Cordova USD

Board Bylaw

Conflict Of Interest

BB 9270

Board Bylaws

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body, or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest codes, the Superintendent or designee shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 1870018709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if he/she has

only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: Government Code 89506.

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
89506 Ethics; travel
91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules,

2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

adopted: May 20, 2010 Folsom, California

revised: August 19, 2010

revised: May 5, 2016

revised: October 6, 2016

revised: June 21, 2018

**Folsom Cordova USD
Exhibit
Conflict Of Interest**

E 9270
Board Bylaws

**RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Folsom Cordova Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Folsom Cordova Unified School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Folsom Cordova Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED this 6 day of October 2016 at a meeting, by the following vote:

AYES:
NOES:
ABSENT:

Attest:

Secretary/President

Conflict of Interest Code of the
Folsom Cordova Unified School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district. Primary, personal residence occupied by an official is not reportable if used exclusively as a personal residence. However, a residence for which a business deduction is claimed is reportable if the portion claimed as a tax deduction is valued at \$2,000 or more. In addition, any residence for which an official receives rental income is reportable if it is located in the jurisdiction.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Designated Positions - Disclosure Category 1

Governing Board Members (5)
Superintendent
Assistant Superintendent (5)
Chief Operations Officer
Purchasing/Fiscal Support Manager
Director of Fiscal Services

Designated Positions - Disclosure Category 2

Director of Behavior, Intervention & Student Services
Director of Categorical Programs & Grants
Director of Communications & Community Engagement
~~Director of Curriculum and Instruction~~
Director of Food Services
Director of Human Resources
Director of Maintenance
~~Director of Social Emotional Learning~~
Director of Special Education
Director of Transportation
~~Chief Technology Officer~~
~~Senior Network Engineer~~
Project Manager, Facilities (3)
Education Tech Coordinator
Network Information Tech Manager

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval

5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Exhibit FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

version: October 6, 2016 Folsom, California

revised: June 21, 2018

revised: September 20, 2018

revised: November 21, 2019

revised: September 10, 2020

Folsom Cordova USD

Board Bylaw

Conflict Of Interest

BB 9270

Board Bylaws

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body, or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest codes, the Superintendent or designee shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 1870018709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if he/she has

only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: Government Code 89506.

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
89506 Ethics; travel
91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules,

2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

adopted: May 20, 2010 Folsom, California

revised: August 19, 2010

revised: May 5, 2016

revised: October 6, 2016

revised: June 21, 2018

**Folsom Cordova USD
Exhibit
Conflict Of Interest**

E 9270
Board Bylaws

RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Folsom Cordova Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Folsom Cordova Unified School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Folsom Cordova Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED this 6 day of October 2016 at a meeting, by the following vote:

AYES:
NOES:
ABSENT:

Attest:

Secretary/President

Conflict of Interest Code of the
Folsom Cordova Unified School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district. Primary, personal residence occupied by an official is not reportable if used exclusively as a personal residence. However, a residence for which a business deduction is claimed is reportable if the portion claimed as a tax deduction is valued at \$2,000 or more. In addition, any residence for which an official receives rental income is reportable if it is located in the jurisdiction.

b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

2. Category 2: A person designated Category 2 shall disclose:

a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.

b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Designated Positions - Disclosure Category 1

Governing Board Members (5)
Superintendent
Assistant Superintendent (5)
Chief Operations Officer
Purchasing/Fiscal Support Manager
Director of Fiscal Services

Designated Positions - Disclosure Category 2

Director of Behavior, Intervention & Student Services
Director of Categorical Programs & Grants
Director of Communications & Community Engagement

Director of Food Services
Director of Human Resources
Director of Maintenance

Director of Special Education
Director of Transportation

Project Manager, Facilities (3)
Education Tech Coordinator
Network Information Tech Manager

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

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5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
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7. Adopt or grant district approval of district policies, standards, or guidelines

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Exhibit FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

version: October 6, 2016 Folsom, California

revised: June 21, 2018

revised: September 20, 2018

revised: November 21, 2019

revised: September 10, 2020

NETWORK AND INFORMATION TECHNOLOGY MANAGER**DEFINITION**

Under supervision of the Chief Operations Officer, plans, designs, organizes, coordinates, and supervises the communication network and operational aspects of the information services of the district; is responsible for the technical repairs, maintenance and service of all network applications throughout the district; coordinates technical support for district computer and computer-related equipment; is involved in the planning, purchasing, installation and servicing of such equipment. The Network and Information Technology manager is responsible for the management and supervision of the ETIS computer technicians (Information systems support specialist I and IIs) and other assigned staff involved in providing technology support district-wide; is responsible for the development of network administration, maintenance and security policies, procedures and standards, in order to provide an efficient, stable, reliable infrastructure needed for effective operations and sharing of applications and information to a wide variety of customers and stakeholders; is responsible for researching technology alternatives and planning for expansion of network capacity to support changing district goals and operational requirements.

QUALIFICATIONS:**Knowledge of:**

- Network architectures and theory and principles of LAN, WAN, VoIP, and Cloud enterprise network design and integration, including topologies and protocols.
- Principles and practices of advanced network administration.
- Industry design and configuration standards for enterprise networks, including: hardware, network protocols and network operating systems.
- Network management systems, including principles and practices of security management and security design.
- Principles and practices of business and technical communications, including techniques in the development of system and user documentation.
- Operating principles, parameters, uses, capabilities, characteristics and limitations of servers, network operating systems, PCs.
- Principles, capabilities and operation of computer systems and related equipment; various hardware platforms; operating systems (minimum requirements: all current versions of Microsoft Windows), applications and application suites; local- and wide-area network technologies with clear understanding of all current versions of Windows server platforms.
- Standard principles, practices and methods of project management.

Ability to:

- Develop conceptual frameworks and apply state-of-the-art technology to the design and management of network infrastructures.
- Install, configure, maintain and manage the operations of complex network systems to achieve optimal technical performance and end user support.
- Lead large IT projects, including the design and deployment of new IT systems and services.
- Analyze and troubleshoot complex computer system and network issues, identify the reasons for network and network device problems, failures and malfunctions and develop optimal solutions.
- Monitor network trends and anomalies and make adjustments as required.
- Perform business and functional analyses and reach sound conclusions regarding customer requirements and efficient, cost-effective network systems and technology solutions.
- Responsible for administration and oversight of all the District and department technology-related budgets, including ensuring purchases comply with District's instructional and operational standards and requirements.
- Responsible for researching, making recommendations, and oversight of District's select technology-related grant programs to ensure success with stated goals and compliance with grant requirements, including the federal E-Rate program.
- Read, interpret and apply complex technical publications, manuals and other documentation.
- Identify data communication and information management issues and opportunities, analyze problems and alternatives and develop sound conclusions and recommendations.
- Prepare clear, concise and accurate program documentation, reports of work performed and other written materials.
- Conscientiously preserve the confidentiality of all proprietary and confidential data and information residing in the district, in accordance with departmental and district policy and state and federal law.
- Plan, organize and complete projects efficiently and in accordance with district quality standards, while troubleshooting unexpected system problems.
- Operate a computer and related equipment.
- Work cooperatively with customers in a responsive, helpful, courteous and tactful manner.
- Communicate clearly and concisely, both orally and in writing.
- Exercise sound independent judgment within general policy guidelines.
- Establish and maintain effective working relationships other ETIS team members, managers, administrators, end users and others contacted in the course of work.

Education and Experience:

- Completion of a Bachelor of Arts/Science degree in a computer related discipline or equivalent experience and training, AND/OR;
- Successful completion of a computer operations course in a private or technical school, which includes a combination of instruction and operation totaling 200 hours, with emphasis on the above qualifications.

Folsom Cordova Unified School

Position Classification: Classified Management Range 32

- Minimum three years' experience in the maintenance and installation of networked microcomputer systems in Microsoft Windows and environments with emphasis on PCs and all mobile devices.
- Highly desirable experience and skills: Advanced-level Cisco, Microsoft, certifications; management skills and experience; specialized training in team and project management.
- This experience must demonstrate both advanced computer skills and customer relations skills with the ability to provide user support and technical assistance.
- Possession of a valid California driver's license and insurance. This position requires the use of the employee's personal vehicle.

ESSENTIAL FUNCTIONS

- Leads, oversees and participates in the design, implementation, installation, upgrading, monitoring and troubleshooting of the district's physical network infrastructure, including servers, storage networks, routers, switches, other device hardware, computer equipment, related peripheral equipment and multi-platform network operating systems and applications.
- Oversees and participates in the design implementation, configuration, upgrading, testing, troubleshooting, tuning and maintenance of a variety of network services, including: mail services; web and proxy servers; print and file services and other network services.
- Designs, plans and develops the district's network hardware and operating systems, including planning network topology, installations and changes; configures network routing and switching software.
- Serves as network security administrator, including administering firewalls; monitoring network intrusions; developing, recommending and implementing and enforcing the district's network security policy and remote access standards and guidelines; maintains security on network and server equipment.
- Provides advanced technical support for the district's network operating systems and applications; troubleshoots and resolves network outages and bottlenecks; provides information, technical direction and training to staff on activities required to implement projects, system hardware and software installations and upgrades, new procedures and techniques.
- Coordinates review of the technical environment to evaluate and measure system performance and effectiveness; utilizes network management software and tools to monitor and analyze network traffic; analyzes network capacity and growth requirements and recommends network upgrades and enhancements to meet long-term district needs; develops and recommends specifications for network hardware, software and cabling upgrades and enhancements; develops and recommends cabling and connectivity standards, uses and levels. Assists with development of appropriate specifications and standards for in-house and outside vendor projects.
- Maintains and updates schematics and documentation of network structure and devices; develops and recommends network contingency and disaster recovery plans.
- Reviews new or revised projects for conformance to established technical, system and operational standards; performs network administration duties; designs and ensures the recoverability of lost data through proper and adequate backup and data recovery methods.
- Manages, evaluates, and supervises the ETIS Information Systems Support Technician I and IIs and other assigned support staff. Coordinates work with other ETIS staff to ensure appropriate network availability to meet end user and operational computing needs.
- Works with the district Chief Operations Officer and other administrators to determine future network growth, use and maintenance needs, and plan accordingly.
- Conducts formal training on diverse technological subjects for both IT personnel and other district users, including training for backup procedures and other network maintenance applications.
- Directs the planning, design and installation of new computer equipment and networks, working in concert with other departments and external entities to best utilize district resources and provide timely service to users.
- Works with school site instructional staff to support their network needs in the classroom and computer labs.

ABILITIES AND SKILLS:

- Verbal and written communication skills
- Operate a computer and assigned software
- Work independently with little direction; work well on a team

PHYSICAL REQUIREMENTS:

Physical abilities include the usual and customary methods of performing the job's functions and require the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing, some stooping, kneeling, crouching; reaching, handling, touching and/or feeling; manual dexterity to operate a telephone and enter data into a computer.

Significant physical abilities include ability to sit at a desk, conference table, or in meetings of various configurations for extended periods of time; see and read, with or without visual aids, laws and codes, rules, policies and other printed matter, computer screens and printouts; hear and understand speech at normal room levels and hear and understand speech on the telephone; speak in audible tones so that others may understand clearly in normal conversations.

WORK ENVIRONMENT:

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Folsom Cordova Unified School

Position Classification: Classified Management Range 32

- The noise level in the work environment is usually moderate.
- Employees in this position will be required to work indoors in a standard office environment and come in direct contact with district staff and the public.

EDUCATION TECHNOLOGY COORDINATOR**DEFINITION:**

Under the direction of the K-12 Assistant Superintendents of Curriculum and Instruction, the Educational Technology Coordinator is responsible for planning, coordinating, and directing activities and programs related to curriculum development, instruction, staff development, assessment, and instructional software that promotes the effective use of instructional technology.

QUALIFICATIONS:

Experience: Minimum of five (5) years of credentialed experience. Preference will be given to individuals with successful experience in leadership roles

Education: Master's Degree in Education Technology or Education Administration desired; Possession of a California Administrative Services Credential or Certificate of Eligibility for Administrative Services Credential

Other: California Driver License

DISTINGUISHING CHARACTERISTICS:

- Work with changing priorities, regulations, and deadlines
- Analyze situations accurately and recommend necessary action
- Organize information, materials, and time effectively
- Be an effective team member
- Demonstrate skills collaborating with teachers and administrators
- Perform essential job functions and job task requirements

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Build capacity of individual staff members to effectively use and integrate computer technology.
- Incorporate most recent instructional technology developments into district planning and implementation.
- Meet regularly with site technology coaches to facilitate communication, provide training, and increase articulation of programs and strategies.
- Organize and coordinate with principals, content specialists, and teacher communities, grade level and departmental meetings in order to affect horizontal and vertical continuity and articulation of instructional technology programs.
- Maintains the District's Master Course File, including the assignment and regular updates of state course codes and credits.
- Collaborates with the FCUSD Human Resources' department and the District's CalPads Coordinator to ensure accuracy for course and credential coding.
- Serves as the liaison between FCUSD and CDE to appropriately map CTE courses into compliant Industry Sectors and Pathways.
- Assists in the master schedule building process by ensuring the accuracy of course offerings and course codes.
- Facilitates the organization of the Secondary Curricular Advisory Committee.
- Reviews and formats proposed course outlines.
- Research and promote innovation of emerging technologies that support modern educational technology integrations.
- Develop, implement, evaluate, and provide staff development to build instructional capacity, professional growth, and administrative skills for certificated and classified staff.
- Review, recommend, and provide guidance in the selection and use of instructional materials as aligned with state and district standards.
- Assist in the identification and alignment of learning priorities with educational technology resources.
- Collaborate and advise on the implementation of district curriculum, instructional design, instructional delivery systems, and the strategies as it relates technology integration with teaching and learning.
- Provide assistance in interpreting data and application of instructional technology to the classroom to improve learning, climate, engagement, etc.
- Provide minor troubleshooting service for hardware and software related to instructional technology.
- Assist in the coordination of technological infrastructure needed to support digital curriculum and tools for modern technology integrations.
- Support the Coordinator of Assessment in the preparation for and support of departments and schools as it relates to state level assessments and pilots.

EDUCATION TECHNOLOGY COORDINATOR

- Facilitate the implementation of new software and services by creating a project plan, communicating software requirements, managing the database, and planning ongoing training.
- Assist in the preparation and administration of project budgets and monitor hardware and software expenditures.
- Visit school sites and classrooms on a regular basis.
- Perform other related duties as assigned.

KNOWLEDGE:

- Understanding of technology integration in support of the instructional program
- Ability to develop and maintain cooperative relationships with community members, certificated staff, and classified staff
- Knowledge of technology integration with curriculum and instructional pedagogy

ABILITIES AND SKILLS:

- Effective staff and public relations skills
- Verbal and written communication skills
- Planning and organizational techniques

PHYSICAL REQUIREMENTS:

Physical Abilities include the usual and customary methods of performing the job's functions and require the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing, some stooping, kneeling, crouching; reaching, handling, touching and/or feeling; manual dexterity to operate a telephone and enter data into a computer.

Significant physical abilities include ability to sit at a desk, conference table, or in meetings of various configurations for extended periods of time; see and read, with or without visual aids, laws and codes, rules, policies and other printed matter, computer screens and printouts; hear and understand speech at normal room levels and hear and understand speech on the telephone; speak in audible tones so that others may understand clearly in normal conversations.

WORK ENVIRONMENT:

- The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The noise level in the work environment is usually moderate.
- Employees in this position will be required to work indoors in a standard office environment and come in direct contact with district staff and the public.

Folsom Cordova Unified School District Minutes

Regular Board of Education Meeting,

Closed Session: 5:00 p.m.

Open Session: 6:00 p.m.

May 7, 2020

Education Services Center Boardroom

1965 Birkmont Drive

Rancho Cordova, California 95742

Attendance Taken at 5:00 PM:

Present:

Chris Clark

Joshua Hoover

David Reid

JoAnne Reinking

Ed Short

Absent:

Scarlett Kniznik, Advisory Vote

Updated Attendance:

Scarlett Kniznik, Advisory Vote was updated to present at: 6:00 PM

I. 5:00 PM OPEN SESSION

(Held via Zoom video and/or telephonic conference) Announcement of Items to be Discussed in Closed Session. Time will be given to speakers at the discretion of the Board Chairperson. The law allows the public to address the Board on any matter not on the agenda, but the law prohibits action by the Board on non-agenda items. The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The Public's health and well-being are the top priority for the Board of Trustees ("Board") of Folsom Cordova Unified School District ("District") and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board will be available by:

Zoom video conference. The public may participate in the meeting and provide public comment via Zoom video conference and/or telephonic conference.

- The link to the meeting will be provided approximately 15 minutes prior the start of the meeting on the District's website at: <https://www.fcusd.org/Page/39188>

To submit a written comment, please use the following link to access the Google public speaker card: the link will be posted the day before the meeting.

- All comments received by 4:00 p.m. on the day of the Board meeting will be sent to the Board for review prior to the meeting.
- If you would like to comment on more than one topic, please complete a separate form for each topic.

Comments received on an item after the Board has finished with public comment, will be shared with the Board after the meeting.

II. 5:05 PM CLOSED SESSION

Held via a separate Zoom video meeting.

III. CLOSED SESSION AGENDA

III.a. Student Matters: With respect to every item of business to be discussed in closed session pursuant to Section 48912 of the Education Code

III.b. Employer Employee Relations: With respect to every item of business to be discussed in closed session pursuant to Section 54957.6 of the Government Code: Conference with Labor Negotiators

III.c. Conference with Legal Counsel: With respect to every item of business to be discussed in closed session pursuant to Section 54956.9 of the Government Code

III.d. Conference with Real Property Negotiator: With respect to every item of business to be discussed in closed session pursuant to Section 54956.8 of the Government Code

III.e. Personnel Matters: With respect to every item of business to be discussed in closed session pursuant to Section 54957 of the Government Code: Public Employee Discipline/Dismissal/Release

IV. 6:00 PM OPEN SESSION

(Held via virtual Zoom video and/or telephonic conference)

Call to Order and Pledge of Allegiance

Minutes:

Meeting convened at 6:12 p.m. President Clark called the meeting to order. Dr. Koligian, Superintendent, led the flag salute.

President Clark stated a broadcast and recording is being made at the direction of the Board and that the broadcast may capture images and sounds of those attending the meeting.

V. REPORTING OUT CLOSED SESSION

a. Reporting Out Closed Session Actions

b. Board President's Statement

Minutes:

Dr. Koligian reported no action was taken in closed session.

VI. ADOPTION OF AGENDA

Motion Passed: Approve agenda. Passed with a motion by JoAnne Reinking and a second by Ed Short.

- Yes Chris Clark
- Yes Joshua Hoover
- Yes Scarlett Kniznik, Advisory Vote
- Yes David Reid
- Yes JoAnne Reinking
- Yes Ed Short

VII. PUBLIC PARTICIPATION

Time will be given to speakers at the discretion of the Board Chairperson. The law allows the public to address the Board on any matter not on the agenda, but the law prohibits action by the Board on non-agenda items.

Minutes:

Brandi Gunn, Parent

- Ask the Board to consider a distance learning plan and policy which includes a grade option for the Fall semester and beyond.

No Name Provided, Parent

- Parent has not heard from Folsom High regarding the process for requesting grades on a transcript and asked for someone to please let them know the process and due date for the grade request. Also requested grades be considered in the fall if we have to revert back to distance learning.

Dr. Koligian explained the information can be found on the District's website.

Bill Romanelli, Parent

- Stated the District needs to prepare now for next year with the possibility that distance learning will still be required. Requested the District have a plan in place before July so parents and students are not left in limbo over the summer.

VIII. REPORTS OF DISTRICT ORGANIZATIONS

- Student Advisory Board
- California School Employees Association
- Folsom Cordova Education Association
- Folsom Cordova Leadership Association
- District English Learner Advisory Committee

Minutes:

Student Advisory Board (SAB)- President, Scarlett Kniznik

- Currently working on their talent show and trying to contact all the contestants. Are hoping to have the talent show posted in mid to late May. Elections for the new SAB President/Student Board Member is scheduled in the next two weeks. Currently brainstorming on a way to gather student feedback on what they got from distance learning, how they felt everything went, and what can be improved if we had to revert back to distance learning again.

California School Employees Association (CSEA)- President, Rob Thomas
- No comment.

Folsom Cordova Education Association (FCEA)- President, Angelica Miklos
- She expressed how proud she is to be representing all of our educators as we celebrate Teacher Appreciation Week. She was disheartened by some of the public comments heard this past week. Teachers are putting in countless hours of work trying to meet the needs of both students and parents as they too are facing challenges working from home. Even with these challenges, teachers continue to put their students first. She thanked the Board and let them know that FCEA is grateful they approved the MOU and grading addendum. This decision supports the California Department of Education's directive to hold students harmless.

Folsom Cordova Leadership Association (FCLA)- President, Elena Cabrera
- She thanked the Leadership Team for their courageous leadership and continued commitment to our students, staff, and our communities during these challenging times. FCLA will be holding their Board elections on May 11.

District English Learner Advisory Committee (DELAC)- Director of Categorical Programs and Grants, Elena Cabrera
- Currently working on identifying a date to schedule a virtual DELAC meeting to gather stakeholder input for the latest release of the LCAP summary.

IX. AGENDA CONSENT

All items listed on the consent agenda will be acted upon by one motion, without discussion. Should any Trustee or other person request that any item be considered separately, that item will be pulled for discussion/action.

Minutes:

Dr. Koligian introduced and congratulated Amy Strawn, new Principal of Mitchell Middle School for the 2020-21 school year and Aaron Storey, new Director of Special Education.

Ms. Strawn is grateful for the opportunity, and is looking forward to leading Mitchell into its future to become an MYP destination.

Mr. Storey is very excited to join the Folsom Cordova team and is honored to serve as the Director of Special Education.

Motion Passed: Approve agenda consent items. Passed with a motion by JoAnne Reinking and a second by Ed Short.

Yes Chris Clark

Yes Joshua Hoover

Yes Scarlett Kniznik, Advisory Vote

Yes David Reid

Yes JoAnne Reinking

Yes Ed Short

IX.a. Approve Special Board Meeting Minutes: April 14, 2020

IX.b. Approve Regular Board Meeting Minutes: April 23, 2020

IX.c. Accept Donations: to Acknowledge Receipt of Donations to the District

IX.d. Approve Routine Personnel Action Items

IX.e. Approve Memorandums of Understanding with the Folsom Cordova Education Association (FCEA)

IX.f. Approve Memorandums of Understanding with California School Employees Association Chapter 528 (CSEA)

IX.g. Approve Updated Job Descriptions; Senior Network Engineer, Director of Athletics-Elementary Prep PE, and New Job Descriptions; Education Technology Coordinator to replace Chief Technology Officer, Administrative Assistant-Curriculum and Instruction to replace Administrative Secretary-Secundary Instruction and Administrative Secretary-Elementary Instruction and Salary Schedules

IX.h. Adopt Resolution No. 05-07-20-42: Cal OES Emergency Funding

X. PUBLIC HEARING

X.a. Public Hearing: Pursuant to Elections Code Section 10010, subd. (a)(2), the Public is Invited to Provide Input Regarding the Content of Draft Map(s) and the Proposed Sequence of Elections, if applicable, for By-District Elections

Minutes:

President Clark opened the public hearing at 6:31 p.m.

- Dr. Koligian explained this is the fifth of six public hearings and this is the hearing where we have the first look at draft maps that have been created by National Demographic Corporation. She also shared she received word from the State Board of Education that they approved the District's Waiver of Elections application that was submitted on March 12. Dr. Koligian introduced Mr. Doug Johnson with National Demographics, to present this item.

- Mr. Johnson introduced Dr. Justin Levitt with National Demographics, to give the presentation.

- Dr. Levitt discussed the process that will be used during tonight's public hearing and also for the upcoming hearings. He explained the focus of the discussions will be on the draft maps themselves and less about the districting process, or whether or not the Board should be transitioning.

When the maps were drawn, specific criteria was followed based on rules in place by the Federal Courts, in particular, the Supreme Court. For example, each of the trustee areas has to be equal in population, and this uses the most recent census. For our purposes, we are still using the 2010 census data. The numbers for the census being taken this year, will be available in 2021. When those numbers are available, we will need to review the plan at that point to see whether or not the trustee areas are within a balance. We also have to follow the Voting Rights Act. While race cannot be the only factor, or even the predominant factor, it may be one of many factors that is consider about the map, and it would be one of the points that we might discuss in terms of groups that have historically faced barriers to voting and registration, historically faced discrimination, or difficulty in obtaining ballot materials in languages other than English. It has to be balanced with the traditional redistricting principles. These principles begin with communities of interest, areas that have similar history, demographics, or shared problems, even shared impacts. For example, if you know our cities and communities present different challenges or similar challenges to things like crossing the street or where we can find good street lighting, and that has an impact on how children get to and from home. These are factors that we might consider under communities of interest.

Dr. Levitt addressed Trustees' questions which included the percentage of African American, Asian American, and Latino, on specific maps. He explained it was not the goal to simply put the most numbers of African Americans, Latinos, or Asian Americans in a particular area; that would not be acceptable under the Voting Rights Act. We wanted to create compact areas to the extent possible and map 1 ended up with a slightly higher percentage as a result of that. That was not the intent nor was it something that was deliberate. School sites were not directly considered when drawing the maps. School sites are often down to where the district has property available and that may not be in the most compact or contiguous places when drawing district boundaries, and using census blocks.

As per direction received at the last board meeting, maps were created that had multiple areas spanning Rancho Cordova into Folsom. Given that Folsom has about 55% of the district's population currently, and Rancho Cordova and Mather, together, have about 45%, it would have been difficult to create districts in such a way that didn't give Folsom more of an advantage over Rancho Cordova, at least in three out of the five areas.

Public Comment

Carolina Flores, Community Member

Districting should ensure that Rancho Cordova has two trustees that live in its neighborhoods. Drafts 1 and 2 seem to accomplish that. The groups she works with have not met recently to take a formal position, but she has discussed the District's progress with other Latino leaders and activists, and they appreciate what the District is doing.

Tom Nelson, Community Member

Thanked the Board for their decision to move forward with the implementation of by-trustee areas. It means a lot to the trust our community has in the governance of this school district and your stewardship of the well-being of our children.

Bill Romanelli, Parent

- His preference is for map 1. The area south of East Bidwell is a community of interest and he feels it should not be split when district lines are drawn.

Patricia Johnson, Community Member

- Thanked the Board for moving forward on by-district elections. It will be good for all the students.

Scott Rafferty, Community Member

- He spoke in support of maps 1 and 2 and that it is important to respect the integrity of the Asian community in Folsom. Although they're not a disadvantaged minority the same way, they have a low turnout; they need to be put in, ideally, in a district where they can have an influence. Expressed concerns about the areas that have no homes in 2021, but may have a lot of homes in 2030. This could cause both overpopulating an area and possibly destroying the community of interest. Mr. Rafferty expects the growth in Folsom in 2030, will be less than what the City estimated in 2010. Maps 1 and 2 are good choices now and will continue to be. He does not think the District will have to do too much adjustment in 2021. The biggest difference between maps 1 and 2, in his opinion, is which area will get the large area between Folsom and Rancho Cordova. It's a very different community of interest than Old Town Folsom, but right now and in 2021, it is not going to be its own trustee area, so it has to be attached someplace. Congratulate the Board on moving forward with the process, and feels it has been a successful process despite the obvious challenges.

Paul Gant, Attorney; Kingsley Bogard, explained the Board can direct the demographers to focus their efforts and presentation more specifically for the next meeting. The Board does not have to formally vote to eliminate the other two options; maps 3 and 4.

Trustees' discussed the advantages and disadvantages of each draft map and the possibility of creating a new map by combining some of the elements of maps 1 and 2 and also show more of the visible man-made boundaries of Sunrise Boulevard in Rancho Cordova.

Mr. Gant explained, based on the tentative administrative schedule, at the next board meeting there are two separate hearings scheduled; draft map consideration, and the possibility of a second hearing for the vote on the adoption of the map and the new system. This schedule is not ideal, and under most circumstances, it is desirable to have the last hearing at a separate meeting. The advantage to have the hearings at separate meetings is it simply gives the public, interested parties, and the Board, more time to consider the maps. The hearings were initially scheduled this way out of concern at the outset of the process that there could be an issue with time. Mr. Gant is less concerned about that now based on how the process is proceeding. He had informal contact with the County Office of Education, so he is aware that a schedule for the County Committee could be conducive to their hearing occurring as late as the

middle of June. This gives the District until the end of June to get the information necessary to the County Elections Office. He is satisfied now that the County will be prepared as long as we facilitate their process, provide them with all the data and necessary files, to implement for the election.

Trustees' requested the demographer move forward with focus maps of maps 1 and 2, and possibly create a new map that combines the elements the Board likes from both maps 1 and 2. The two public hearings tentatively scheduled for May 21 will be separated with the vote on the adoption of the map and the new system, moved to the June 4 board meeting.

Public hearing closed at 7:35 p.m.

XI. DISCUSSION/ACTION

XI.a. Approve 2020-2021 Budget Guidelines

Minutes:

Dr. Koligian explained this item comes to the Board at this time each year. It identifies our staffing formula and allocations by elementary, middle and high schools. Dr. Koligian introduced Rhonda Crawford, Assistant Superintendent, Business Services/CEO to provide more information on some of the changes.

Ms. Crawford explained these are the formula allocations that we used for 2019-2020 to 2020-2021. The majority of the changes were either because of current practice, some formulaic corrections, or indicating correct language that is in our contracts. Ms. Crawford also reviewed the changes to the Budget Guidelines document which were related to language or carryovers for our school sites and suspension for the contributions to the irrevocable trust which the Board previously approved.

Motion Passed: Approve the proposed 2020-2021 Budget Guidelines as submitted.

Passed with a motion by JoAnne Reinking and a second by Ed Short.

Yes Chris Clark

Yes Joshua Hoover

Yes Scarlett Kniznik, Advisory Vote

Yes David Reid

Yes JoAnne Reinking

Yes Ed Short

XII. DISCUSSION

XII.a. Budget Update for 2020/21

Minutes:

Dr. Koligian explained this is a presentation of anticipated budget assumptions for this next year. As we've been reading the Fiscal Crisis and Management Assistance Team (FCMAT) reports, and reports from the Department of Finance, it's not looking very optimistic. Dr. Koligian introduced Rhonda Crawford, Assistant Superintendent, Business Services, to present this item.

Ms. Crawford explained she received some updates today from the Department of Finance and some fiscal alerts from FCMAT last week. The Department of Finance had projected that the tax revenues were going to be much lower than what the Governor's budget assumes, and that the fiscal impacts of the recession were going to last more than one budget year. As we heard today, that was very much the case. She provided a fiscal update from the Department of Finance. The baseline estimates for three years, 2018-19 through 2020-21, are used for the Prop 98 calculation. Looking at these estimates, if you were to apply the current calculation, these revenue declines would result in about an \$18.3 billion reduced funding for K-12 which equates to a minus 22% COLA. This is not something that districts can sustain; it would probably decimate all of our budgets. We are hoping to hear more from the May Revise, but realistically it will probably be into the summer before we hear more.

The overall deficit in the state revenues was about \$54 billion. Before the COVID-19 pandemic started, the Governor's January budget had a \$5.6 billion surplus. In about three months, the state has gone from \$5.6 billion surplus to an estimated \$54 billion deficit. Most everyone agrees we are in a recession, and it will probably last for a while. The original state budget Governor Newsom proposed in January, was changed somewhat in terms of what the Department of Finance called a "workload budget"; a budget that can contain just COLA and growth. They also stated that agencies and departments should have no expectation of full funding for either new or existing proposals and adjustments. We all understand that the Prop 98 funding will be lower, and these economic impacts will be continuing, not just through this current year, but probably for the next two fiscal years. There's a very high likelihood that the May Revise will just be step one and probably another revise, August Revise, and a final 45-day type revise in September. The District started budget planning for the next year after the Governor's January budget proposal. We cannot use any of that data so that budget proposal is no longer relevant. COVID-19 has impacted both our revenue projections, our expenditure projections, and everything to do with school operations. We are going to start with a baseline budget and are considering multiple alternative scenarios, and doing multiple calculations with different COLAs. Our expenditure plans are going to need flexibility to incorporate any new or revised goals or actions. There is discussions at the state level about how District's will account for attendance next year; an ADA model or enrollment model.

School Services believes that a funded COLA is very unlikely, and they have cautioned districts from incorporating any COLA into their multi-year projections. FCMAT is strongly suggesting districts use a baseline budget without any COLA, without any special education funding revisions, and without any new one-time programs.

Looking at our revenues for current year and some probably coming in the beginning of next year, our federal revenues are the only positive revenue we have right now. The government is giving us some flexibility in terms of our carryover limitations. There will be some CARES Act funding from the Federal Government; the District will receive about \$2.2 million dollars. There is also some federal disaster relief funds that will be issued through FEMA, and SB117 COVID Response Funds from the state.

Ms. Crawford reviewed our other local revenues and discussed some of the savings we will be projecting from school closures. She presented preliminary calculations on what the impact could be for LCFF and supplemental revenues based on 0% COLA, in 2020-21 and 2021-22 (best-case scenario at this point) and minus 10% COLA in 2020-21, and 0% COLA in 2021-22 (worst-case scenario). Using 0% COLA, the District's reduction in revenue would be \$9.2 million and using minus 10% COLA, the District's reduction in revenue would be \$27.5 million.

Ms. Crawford answered Trustees' questions which included the hope that there will be some relief from the Federal Government but we're not sure what it will look like. Not sure if SB117 Relief Funds will come out of the state's rainy day fund or if it's going to be an allocation out of the regular state revenue. If the District stayed in a distance learning model, the only reduction is going to be in terms of operating type expenditures; utilities and substitutes, there would be a small reduction to our budget.

Ms. Harrison explained the District purchased 500 hot spots. ETIS staff will be working with site principals to determine how many are needed at their school sites. The CDE had free hot spots that were available, and essentially it was the same deal the District is getting through T-Mobile; the hot spot is free, but we pay for the service. She discussed the number of Chromebooks that would need to be replaced and that staff are having discussions regarding the use of Chromebooks in specific grade levels.

Public Comment

Jeannette, Teacher, Sandra J. Gallardo

- Expressed concerns about removing Chromebooks from the kindergarten classrooms and having students bring their own Chromebooks.

- If we go to a hybrid, or a distance learning model, it would be easier for teachers to troubleshoot if all the students had a Chromebook to use.

XII.b. First Read: Revisions to Board Policy (BP) 5131: Conduct; New Board Policy (BP) 5131.8: Mobile Communication Devices; Revisions to Board Policy (BP) 6146.1: High School Graduation Requirements; New Board Policy (BP) 6157: Distance Learning

Minutes:

Dr. Koligian introduced Kathryn Allaman, Assistant Principal, Secondary Instruction, to provide highlights of the changes to these policies.

Ms. Allaman reviewed the revisions to Board Policy (BP) 5131: Conduct and BP 5131.8 Mobile Communication Devices which were updated to include smart phones, smart devices, and smart watches. Updates to BP 6146.1: High School Graduation Requirements, were made to support students who attended Adult Education and Walnutwood High School, and did not have the opportunity to complete all the courses needed for graduation due to COVID-19. At the discretion of the Superintendent, and/or Superintendent's designee, by adopting the California State High School graduation requirements, which are significantly less than the district's graduation requirements, we would be able to assist these students.

Mr. Wilson, Assistant Superintendent, Elementary Instruction, reviewed new BP 6157: Distance Learning. He explained the BP addresses the provision of distance learning opportunities to students, whether to all students due to a school closure or to individual students or classes as an alternative instructional method for academic purposes. This allows the District to enact the types of learning we are currently doing at this time.

Trustees' questions were addressed which include clarification BP 5131.8 Mobile Communication Devices; is specifically for an on-campus type of situation. There are several different policies that would address the use of a cell phone, such as infringing on the rights of others by taking videos, or pictures, or posting them, is actually becoming a distraction, or disrupting the typical school day at which, in this case, is a distance learning day, that would fall under our other discipline policies in other board policies. There is Education Code that prohibits the unlawful videotaping of people without their knowledge.

Public Comment
Vijay Badri, Parent

- Requested the District regularize the schedules for distance learning to ensure the learning process is continued in a structural manner similar to when students were attending to school.

Trustees requested staff add sixth through eighth grade to BP 5131.8 Mobile Communication Devices; to have more restrictions in middle school.

XIII. INFORMATION

XIII.a. School Closure/Distance Learning Updates

Minutes:

Dr. Koligian explained as per the Board's request at the last meeting, staff put together updates on all the different aspects of school operations.

Staff addressed Trustees' questions including that it is challenging for teachers when it comes to the virtual instruction, videoconferencing, and trying to stagger schedules in the middle and high school environments. Our teachers are working very hard, and they're doing a phenomenal job. It's about connections with students and teachers are trying their best and are working very hard, sometimes pushing themselves almost too far to do more for the benefit of our students. At this point, we're doing formative assessments as opposed to summative assessments. The testing piece is something that will have to evolve.

Dr. Koligian explained the District has put together a task force to see what re-opening schools will look like in the fall. The Sacramento County Office of Education has also put together a task force with representatives from each of the districts in the county, to look at blueprints for reopening schools over the next three weeks. Staff are vetting different scenarios based on that framework and the County's blueprint. There are multiple facets to re-open our schools that we have to rethink and reimagine based

upon many of the health restrictions. Staff will bring back regular updates to the Board under information until staff are ready to formalize something more.

As staff discuss reopening of schools, grading and how we account for student achievements and accountability is part of the discussions. The Task Force is looking at some guidelines that were produced federally and some that were produced in Southern California. The County Task Force is creating their own guidelines for what re-opening schools could look like. Based on what the schools look like, we could then backwards map on what grading would look like to support the specific type of re-opening model. The Task Force is moving quickly and we're hoping to have guidelines ready within three weeks.

Trustees requested staff develop a grading system for the re-opening of schools that will serve all our students fairly.

XIV. REPORTS TO THE BOARD OF EDUCATION

- a. Superintendent's Report
- b. Correspondence to the Board

Minutes:

Dr. Koligian thanked all of our 2400 employees, classified, certificated, management, for doing an incredible job working in these unparalleled challenging times.

XV. BOARD OF EDUCATION BUSINESS

- a. Board Communication
- b. Pending Board Requests

Minutes:

Ms. Kriznik

- Acknowledged and appreciated the creativity of staff with how seniors will be celebrated and honored. Excited about the possibility of having a postponed graduation in spring of 2021. She thanked staff for their hard work. Being part of the Board provided her with an understanding of how things work and also get accomplished. She is a lot more appreciative and extremely grateful for all that work.

Ms. Reinking

- Thanked staff and also our parents and students who are thinking of creative ways to honor our staff during Staff Appreciation Week. She asked the Superintendent if staff could send letters to the UC Regents, the Board of Trustees for the CSUs, the WUE universities, and Western and Interstate Commission for Higher Education, describing our grading policy for the last semester of this school year, and advocate for universities and colleges not to accept spring grades.

Mr. Hoover

- No report.

Mr. Reid

- For planning purposes, he would like staff to look into the possibility of scheduling two board meetings in July in order to provide staff a timeline for their discussion on putting

together a plan for Board approval. He would also like to have an agenda item in the fall on the concept of equity.

Mr. Short

- Thanked staff for all their hard work. Asked if it would be possible to do some type of end of year staff recognition to thank staff for all they are doing during this unprecedented time. Spoke about concerns over the District's budget deficit and agreed with adding two meetings in July.

Mr. Clark

- Thanked the Board for a good meeting and good discussions. Agreed with Mr. Reid about adding two meetings in July.
- Thanked the Sacramento Telangana Association for their generous donation of \$1,000.

XVI. FUTURE MEETINGS

The next Regular Board Meeting is scheduled for May 21, 2020, at the Education Services Center, 1965 Birkmont Drive, Rancho Cordova, California, 95742.

XVI.a. 12-Month Board Calendar

The 12-Month Board Calendar will be a regular item on the agenda. This document will assist with advance planning for staff, Trustees, and community members. This document will have ongoing updates throughout the year.

XVII. ADJOURNMENT

Minutes:

Mr. Clark lost internet connection at the end of the meeting so Mr. Short adjourned the meeting at 9:04 p.m.


Chris Clark, Board President


David Reid, Board Clerk

FINAL

05/07/2020 ROUTINE PERSONNEL ACTION ITEMS

APPOINTMENTS

MANAGEMENT

Type	Name	Status	Old Assignment/ Location	New Assignment	New Location	Effective date(s)
Replacement	Storey, Aaron	Prob		Director of SPED	ESC	07/16/2020
Replacement	Strawn, Amy	Perm	IB Coordinator	Middle School Principal	Mitchell Middle	07/07/2020
Summer School	Simas, Shelley	Temp		Elementary ESY Principal	Natoma Station Elementary	Summer 2020
Summer School	Brown, Michele	Temp		Secondary ESY Principal	Cordova High	Summer 2020
Summer School	Leonhardt, Phillip	Temp		Credit Recovery Principal	Cordova High	Summer 2020
Summer School	Sisson, Elizabeth	Temp		Credit Recovery Principal	Folsom High	Summer 2020
CERTIFICATED						
Type	Name	Status	Old Assignment/ Location	New Assignment	New Location	Effective date(s)
New	Blake, Julie	Perm	Lead Teacher	K-12 Curriculum and Instruction Specialist	ESC	2020/2021
New	Hammer, Stephanie	Perm	5th Grade	K-12 Curriculum and Instruction Specialist	ESC	2020/2021
New	Kraft, Amy	Perm	Lead Teacher	K-12 Curriculum and Instruction Specialist	ESC	2020/2021
New	Luffhouses, Kara	Perm	Lead Teacher	K-12 Curriculum and Instruction Specialist	ESC	2020/2021
CLASSIFIED						
Type	Name	Status	Old Assignment/ Location	New Assignment	New Location	Effective date(s)
SHORT TERM						
Type	Name	Status	Old Assignment/ Location	New Assignment	New Location	Effective date(s)
Coach	Jones, Mike	Temp		Assistant Coach Track & Field	Sutter Middle	05/07/2020
Coach	McCargo, Dana	Temp		Assistant Coach Track & Field	Vista del Lago High	05/07/2020
Coach	Rood, Thor	Temp		Assistant Coach Track & Field	Vista del Lago High	05/07/2020

FINAL

SEPARATIONS						
Type	Name	Status	Assignment	Location	Effective date(s)	
MANAGEMENT						
			Assignment			
CERTIFIED						
Type	Name	Status	Assignment	Location	Effective date(s)	
Resignation	Bargaloro, Chaitra	Prob	Art	Mitchell Middle	05/29/2020	
Resignation	Jackson, Shane	Perm	Mid/Mod Nurse	Cordova High	05/29/2020	
Resignation	Lane, Melissa	Perm	Nurse	Health Services	06/05/2020	
Leave of Absence	McCarthy, Jolene	Perm	PE	Elementary Prep	2020/2021	
Voluntary Reduction	Murray, Patricia	Prob	Nurse	Health Services	2020/2021	
Resignation	Syarn, Dilya	Perm	Nurse	Health Services	05/04/2020	
Voluntary Reduction	Valentino, Devin	Prob	Nurse	Health Services	2020/2021	
UNCLASSIFIED						
Type	Name	Status	Assignment	Location	Effective date(s)	
SHORT TERM						
Type	Name	Status	Assignment	Location	Effective date(s)	

**COUNTY OF SACRAMENTO
CALIFORNIA**

6

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
David Villanueva, Deputy County Executive,
Administrative Services

From: Mary Jo Flynn-Nevins, Interim Chief,
Office of Emergency Services

Subject: Retroactive Authority To Apply For And Accept The Federal
Fiscal Year 2020 Emergency Management Performance
Grant In The Amount Of \$436,100 For The Period Of July 1,
2020 Through June 30, 2022

District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution that:

1. Retroactively authorizes Sacramento Office of Emergency Services (Sac OES) to apply for and accept the 2020 Emergency Management Performance Grant (EMPG) program in the amount of \$436,100 for the period of July 1, 2020 through June 30, 2022; and
2. Appoints the Interim Chief of Sac OES, or her designee, as the Authorized Agent to sign grant related documents for the 2020 EMPG program; and
3. Authorizes the Interim Chief of Sac OES, or her designee, to perform actions necessary to carry out the intent of the grant, including contracting with Sub-Recipients and vendors with the prior approval of County Counsel, to amend contracts for non-monetary changes, monetary decreases, to monetarily increase contracts by 10% or \$25,000, whichever is less, to extend the term of the contracts, and to take any other actions necessary to ensure full and timely expenditure of the grant.

BACKGROUND

The EMPG program dates back to the 1980's, and was specifically designed to increase emergency preparedness by providing funding to develop plans, training and equipment as well as funding to offset the cost of personnel dedicated to full-time emergency management activities. In Sacramento

Retroactive Authority To Apply For And Accept The Federal Fiscal Year 2020
Emergency Management Performance Grant In The Amount Of \$436,100 For
The Period Of July 1, 2020 Through June 30, 2022

Page 2

County, this offsets the staffing and services and supplies costs to Sac OES. It has always had a cost share, or dollar-for-dollar match requirement, ensuring the full investment of the local government entities. This program provides valuable resources to the Sacramento Operational Area and is used to plan for, respond to, and mitigate the effects of manmade and natural threats, emergencies, and disasters. This program is administered in California by the Governor's Office of Emergency Services (Cal OES).

The Sacramento Operational Area (County) is the only eligible applicant for the EMPG program. Sac OES, as the local emergency management agency, is responsible for the Operational Area and is the legal entity responsible for administering EMPG grant funding at the local government level. The allocation for Sac OES is \$436,100 for the term July 1, 2020 through June 30, 2022.

Cal OES requires an adopted Board Resolution specifying the Authorized Agent, either by individual name, by position, or both to sign documents related to the application and administration of the grant award. The Authorized Agent by position will be the Interim Chief of the Sacramento County Office of Emergency Services.

Retroactive Approval

Cal OES issued the Notification of Subrecipient Subaward Approval on October 19, 2020 for the period of July 1, 2020 through June 30, 2022. Therefore, the County is requesting retroactive authority to apply and accept the EMPG grant.

FINANCIAL ANALYSIS

The EMPG program is 100% federally funded and requires a dollar-for-dollar match meaning that for every dollar the County spends from non-federal sources towards eligible expenses, that dollar is matched up to the total grant allocation of \$436,100. Revenue and appropriations in the amount of \$433,646 have been included in the Sac OES Fiscal Year 2020-21 Adopted Budget. Sac OES has sufficient appropriations for the difference of \$2,454.

Attachment(s):
RES – Resolution

RESOLUTION NO. 2020-

RETROACTIVE AUTHORITY TO APPLY FOR AND ACCEPT THE FEDERAL FISCAL YEAR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT IN THE AMOUNT OF \$436,100 FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2022

WHEREAS, the Sacramento County Board of Supervisors is the legal entity responsible to apply for and administer Emergency Management Performance Grant (EMPG) Program funding as administered by the California Governor's Office of Emergency Services within the Sacramento Operational Area; and

WHEREAS, the Sacramento County Office of Emergency Services (Sac OES) is the local agency directed by the Board of Supervisors to be responsible for the day-to-day administration of EMPG funds; and

WHEREAS, receipt of this funding will enhance the ability of the Sacramento region to protect the lives and property of the citizens of the County of Sacramento; and

WHEREAS, grant program requirements specify that individuals or position titles be named as Authorized Agents to act on behalf of the governing body and the grant applicant with respect to actions necessary for the grant application and administration;

BE IT RESOLVED that the Interim Chief of Sac OES, or her designee, is hereby retroactively authorized to apply for and accept 2020 EMPG program funding in the amount of \$436,100 for the period of July 1, 2020 through June 30, 2022, and to apply for any additional funding for this program that may become available; and

BE IT FURTHER RESOLVED that the Board of Supervisors appoints the Interim Chief of Sac OES, or her designee, as the Authorized Agent for the 2020 EMPG Program and is hereby authorized to sign grant related documents; and

BE IT FURTHER RESOLVED that the Interim Chief of Sac OES, or her designee, is authorized to perform actions necessary to carry out the intent of the grant, including contracting with Sub-Recipients and vendors with the

Approval To Apply For The Federal Fiscal Year 2019 Emergency Management Performance Grant In The Amount Of \$436,100 For The Period Of July 1, 2020 Through June 30, 2022

Page 2

prior approval of County Counsel, to amend contracts for non-monetary changes, monetary decreases, to monetarily increase contracts by 10% or \$25,000, whichever is less, to extend the term of the contracts, and to take any other actions necessary to ensure full and timely expenditure of the grant.

On the motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of supervisors of the County of Sacramento, State of California, this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
Of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**COUNTY OF SACRAMENTO
CALIFORNIA**

7

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Christina Wynn, Assessor, Office of the Assessor

Subject: Increase The Low Value Exemption Limit For Possessory Interest Parcels To \$19,000

District(s): All

RECOMMENDED ACTION

Approve the attached proposed resolution increasing the low value property tax exemption limit for possessory interest assessments to \$19,000 or less of assessed value. The current low value exemption limits for all other types of property interests will remain at their existing levels.

BACKGROUND

Pursuant to California Revenue and Taxation Code Section 155.20, the Board of Supervisors, upon the recommendation of the Assessor, has the authority to exempt from taxation those properties whose assessed value is so low the revenue generated does not cover the cost of assessment and collection.

Sacramento County Board of Supervisors' Resolutions 2003-0897 and 2003-0898, respectively exempt from assessment and taxation general possessory interest assessments with assessed value of \$5,000 or less; and possessory interest assessments at fairgrounds and convention centers with assessed values of \$7,000 or less. For assessment purposes, a possessory interest is typically a private individual's interest in real property owned by a public agency that is independent, durable, and exclusive. Common examples include car rental counters and lots at public airports; vendor spaces at a farmer's market held on a public entity-owned property; and cable television right-of-way easements on public property.

Assembly Bill 608 enacted in 2019 revised Revenue and Taxation Code Section 155.20 to increase the authority for the Board of Supervisors to exempt from taxation all possessory interest assessments having a full value too low to justify the cost of assessment and collection, up to a maximum of \$50,000, effective January 1, 2020 thru January 1, 2025.

Increase The Low Value Exemption Limit For Possessory Interest Parcels To \$19,000

Page 2

This requested action recognizes that County Assessor administrative costs have increased since 2003, such that the break-even value for assessment and collection is now approximately \$19,000. The low value limit should therefore be increased from \$5,000 for general possessory interests and \$7,000 for possessory interests at fairgrounds and convention facilities to \$19,000 for all possessory interest assessments, effective January 1, 2021.

The purpose of the proposed resolution is to ensure the cost of County staff time spent identifying and creating possessory interest assessments, producing the corresponding tax bills and providing customer service support to the taxpayers that receive the bills does not exceed the amount collected. Many taxpayers do not even realize they will be subject to such a property tax. For instance, most vendors at farmer's markets held on government owned property are subject to a possessory interest assessment and tax. Roughly one-half of the recipients of these tax bills are short-term vendors at farmer's markets, the state fair, convention center, or are marina slips. Elimination of the tax for qualifying low value possessory interests supports small businesses that serve the communities in Sacramento County and recognizes the challenges faced by small businesses due to the pandemic and likely for the foreseeable future.

FINANCIAL ANALYSIS

The Assessor is seeking to efficiently allocate resources to produce a timely and accurate assessment roll. Productivity of resources is measured in two ways:

- The overall ratio of revenues generated to cost of production
- The completeness of the assessment roll when issued on July 1

Based on the current 2020-2021 property tax roll, approval of the increased low value exemption level will result in the loss of approximately \$85,320 in annual property tax revenue. The County's share of that revenue loss is \$13,650. The annual total assessment and tax collection administrative costs for these assessments is approximately \$164,800 (Fiscal Year 2020-2021 Adopted Budget).

Increase The Low Value Exemption Limit For Possessory Interest Parcels To \$19,000

Page 3

Cost Analysis

The total current cost of administering possessory interest assessments is \$420,124 (Fiscal Year 2020-21 Adopted Budget). There were 1,884 possessory interest tax bills issued in 2020-21, which equates to a program cost of \$223.00 per assessment.

Assessor Possessory Interest Program Costs	\$420,124
Assessor cost per tax bill (1,884 bills)	\$223.00

Revenue Analysis

The net revenue expected from a possessory interest assessment with an assessed value of \$19,000 is \$220.70. The calculation is based on a county wide average tax rate of 1.20% (.0120) and a tax roll collections factor of 96.8% (.968).

Assessed Value	\$19,000
Average County Tax Rate	<u>.0120</u>
Tax Bill Amount	\$228.00

Unsecured Roll Collections Factor	<u>.968</u>
Expected Revenue	\$220.70

Cost/Revenue Comparison

A comparison of the administrative cost per assessment of \$223.00 to the expected revenue of \$220.70 meets the requirements set forth in Revenue and Taxation Code Section 155.20, allowing exemption of possessory interests where the cost of assessing the property and collecting the taxes, assessments, and subventions of the property exceed the proceeds to be collected.

If this resolution is adopted, 739 possessory interest assessments and associated property tax bills will be eliminated resulting in a reduction of \$85,320 in total property tax revenue, which represents .004% of \$1,800,000,000 of the total property tax revenue for 2020-2021. The average amount of such bills is \$99.39. Program expenditures for these assessments are currently \$164,800 (\$223.00 X 739 assessments).

Resource Redeployment

Adopting this resolution will result in a 39.23% reduction in possessory interest assessments and associated tax bills. In order to continue to ensure a timely and accurate assessment roll, a portion of the resources currently dedicated to the administration of possessory interest assessments will be reallocated to revenue productive functions:

Increase The Low Value Exemption Limit For Possessory Interest Parcels To \$19,000

Page 4

- Increase commercial appraisal resources for commercial appraisal work
- Increase commercial appraisal resources for complex commercial appeals
- Increase commercial appraisal resources for potential split roll

The ratio of overall property tax revenues to Assessor's costs is approximately 78 to 1. For the Real Property Commercial program, the ratio is approximately 74 to 1. For the Possessory Interest Program, it is 17 to 1. As the ratio approaches 1 to 1, or less, the costs begin to equal and exceed the revenue, resulting in a less productive use of taxpayer resources. The availability of resources for commercial appraisal work is much more revenue efficient and could become critical as the need for commercial appraisal resources would dramatically increase with passage of the split property tax roll initiative.

CONCLUSION

The Board of Supervisors is vested with the authority to exempt from taxation those properties for which the cost to assess exceeds the resulting revenues. To reflect current collection costs for low-value possessory interests, we are recommending that the Board adopt the attached proposed resolution, thereby increasing the current low value exemption limit from \$5,000 for general possessory interests and \$7,000 for possessory interests at fairgrounds and convention centers to \$19,000 or less for all such interests. The low value exemption limit for all other types of property interests would remain at their current levels.

This proposal updates the existing low value possessory interest exemption resolution amounts by incorporating administrative cost increases since 2003 and adjusting the limits accordingly. We believe this resolution supports the idea of cost-effective use of the limited resources provided to local government while continuing to support the economic vitality of the small businesses that serve Sacramento's communities, particularly during the current challenging economic conditions for businesses.

Attachment(s):

RES – Resolution

ATT 1 – Low Value Exemption Fiscal Analysis

RESOLUTION NO.

INCREASE THE LOW VALUE EXEMPTION LIMIT FOR POSSESSORY INTEREST PARCELS TO \$19,000

WHEREAS, Revenue and Taxation Code Section 155.20 provides a county board of supervisors may exempt from property taxation parcels of property with a value so low that, if not exempt, the total taxes, special assessments and applicable subventions on the property would amount to less than the cost of assessing and collecting them; and

WHEREAS, Revenue and Taxation Code Section 155.20 contemplates that different classes of property may be exempted according to the foregoing formula; and

WHEREAS, the Assessor has advised, and this Board hereby determines, that the cost of assessing all possessory interests (transitory and non-transitory) with a full value of Nineteen Thousand Dollars (\$19,000) or less exceeds the taxes and assessments that would be collected if such property were not exempted from taxation; and

NOW, THEREFORE, BE IT RESOLVED, that all possessory interest parcels having an assessed value of \$19,000 or less are hereafter exempt from property taxation.

Resolution Of The Board Of Supervisors Of The County Of Sacramento
Exempting From Taxation All Possessory Interest Parcels with A Value Of
\$19,000 Or Less
Page 2

On a motion by Supervisor _____, seconded by Supervisor
_____, the foregoing Resolution was passed and adopted by the
Board of Supervisors of the County of Sacramento this 8th day of December,
2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

Attachment 1

Low Value Exemption Fiscal Analysis

Possessory Interest Program Costs (loaded labor rates)

Senior Real Property Appraiser	1616	100%	\$124.71	\$201,532
Associate Real Property Appraiser	1616	75%	\$128.50	\$155,742
Assessment Technician	1616	40%	\$97.23	<u>\$ 62,850</u>
Total PI Program Costs				\$420,124

Cost Per Bill

2020-21 Possessory Interest Bills	1,884
Cost Per bill	\$223.00

**COUNTY OF SACRAMENTO
CALIFORNIA**

8

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
David Villanueva, Deputy County Executive,
Administrative Services

From: Ben Lamera, Director, Department of Finance

Subject: Delegation Of Investment Authority To The Director Of
Finance And Approval Of The Annual Investment Policy Of
The Pooled Investment Fund For Calendar Year 2021

District(s): All

RECOMMENDED ACTION

Adopt the attached resolution:

1. Renewing the delegation of authority to the Director of Finance to invest funds in the County Treasury and to sell and exchange securities; and
2. Approving the Annual Investment Policy of the Pooled Investment Fund for Calendar Year 2021.

BACKGROUND

Government Code Section 53607 allows the Board to annually delegate to the Director of Finance the authority to invest funds in the County Treasury and to sell and exchange securities. The Board serves as a fiduciary unless this authority is delegated. Since 1996, the Board has annually delegated to the Director of Finance the authority to invest funds in the County Treasury and to sell and exchange securities. The Board has also approved the Annual Investment Policy of the Pooled Investment Fund (Investment Policy) every year since 1987.

The primary update to the Investment Policy was related to SB 998. On September 28, 2020, the governor signed SB 998 into law, allowing local agencies to purchase securities issued by, or backed by, the United States government that have the possibility of returning a zero or negative yield if held to maturity in the unlikely event of a prolonged period of negative market interest rates. Section IX. C – Prohibited Investments (Page 5) of the

Delegation Of Investment Authority To The Director Of Finance And Approval
Of The Annual Investment Policy Of The Pooled Investment Fund For
Calendar Year 2021
Page 2

Investment Policy was modified to include this new provision in the law, codified in Government Code Section 53601.6.

While the United States has not adopted negative interest rate policy, central banks in Europe and Japan have implemented this unconventional monetary policy tool to spur economic growth.

FINANCIAL ANALYSIS

Investment performance and compliance is evaluated quarterly by the Treasury Oversight Committee and annually by external auditors. Monthly and quarterly reports are also provided to the Board.

Attachment(s):

- RES – Delegation of Investment Authority and Approval of Investment Policy
- ATT 1 – 2021 Investment Policy
- ATT 2 – 2021 Investment Policy with Track Changes

RESOLUTION NO.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO RENEWING THE AUTHORITY OF THE DIRECTOR OF FINANCE TO INVEST FUNDS AND APPROVING THE ANNUAL INVESTMENT POLICY OF THE POOLED INVESTMENT FUND FOR CALENDAR YEAR 2021

WHEREAS, the Board of Supervisors delegated authority to invest funds in the County Treasury to the Director of Finance on December 17, 2019, in accordance with Government Code Sections 27000.1 and 53607; and

WHEREAS, the authority to invest funds in the County Treasury, delegated to the Director of Finance, expires after one year under Government Code Sections 27000.1 and 53607; and

WHEREAS, the Board of Supervisors has reviewed the delegation of authority to the Director of Finance to invest funds in the County Treasury and the Annual Investment Policy of the Pooled Investment Fund for Calendar Year 2021 and finds it to be reasonable and prudent;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby renews the delegation of authority to the Director of Finance to invest funds in the County Treasury and to sell and exchange securities in accordance with the California Government Code and approves the Annual Investment Policy of the Pooled Investment Fund for Calendar Year 2021.

Resolution Of The Board Of Supervisors Of The County Of Sacramento
Renewing The Authority Of The Director Of Finance To Invest Funds And
Approving The Annual Investment Policy Of The Pooled Investment Fund For
Calendar Year 2021
Page 2

On a motion by Supervisor _____, seconded by Supervisor
_____, the foregoing Resolution was passed and adopted by the
Board of Supervisors of the County of Sacramento this 8th day of December,
2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors



SACRAMENTO COUNTY

Annual Investment Policy of the Pooled Investment Fund

CALENDAR YEAR 2021

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I. Authority

Under the Sacramento County Charter, the Board of Supervisors established the position of Director of Finance and by ordinance will annually review and renew the Director of Finance's authority to invest and reinvest all the funds in the County Treasury.

II. Policy Statement

This Investment Policy (Policy) establishes cash management and investment guidelines for the Director of Finance, who is responsible for the stewardship of the Sacramento County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code and this Policy. All portfolio activities will be judged by the standards of the Policy and its investment objectives. Activities that violate its spirit and intent will be considered contrary to the Policy.

III. Standard of Care

The Director of Finance is the Trustee of the Pooled Investment Fund and therefore, a fiduciary subject to the prudent investor standard. The Director of Finance, employees involved in the investment process, and members of the Sacramento County Treasury Oversight Committee (Oversight Committee) shall refrain from all personal business activities that could conflict with the management of the investment program. All individuals involved will be required to report all gifts and income in accordance with California state law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the Director of Finance shall act with care, skill, prudence, and diligence to meet the aims of the investment objectives listed in Section IV, Investment Objectives.

IV. Investment Objectives

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. Safety of Principal

The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they be from securities default or erosion of market value.

B. Liquidity

As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the Director of Finance to meet all operating requirements that may be reasonably anticipated in any depositor's fund.

C. Public Trust

In managing the Pooled Investment Fund, the Director of Finance and the authorized investment traders should avoid any transactions that might impair public confidence in Sacramento County and the participating local agencies. Investments should be made with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. Maximum Rate of Return

As the fourth objective, the Pooled Investment Fund should be designed to attain a market average rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified herein. For comparative purposes, the State of California Local Agency Investment Fund (LAIF) will be used as a performance benchmark. The Pooled Investment Fund quarterly performance benchmark target has been set at or above LAIF's yield. This benchmark was chosen because LAIF's portfolio structure is similar to the Pooled Investment Fund.

V. Pooled Investment Fund Investors

The Pooled Investment Fund investors are comprised of Sacramento County, school and community college districts, districts directed by the Board of Supervisors, and independent special districts whose treasurer is the Director of Finance. Any local agencies not included in this category are subject to California Government Code section 53684 and are referred to as outside investors.

VI. Implementation

In order to provide direction to those responsible for management of the Pooled Investment Fund, the Director of Finance has established this Policy and will provide it to the Oversight Committee and render it to legislative bodies of local agencies that participate in the Pooled Investment Fund. In accordance with California Government Code section 53646, et seq., the Board of Supervisors shall review and approve this Policy annually.

This Policy provides a detailed description of investment parameters used to implement the investment process and includes the following: investable funds; authorized instruments; prohibited investments; credit requirements; maximum maturities and concentrations; repurchase agreements; Community Reinvestment Act Program; criteria

and qualifications of broker/dealers and direct issuers; investment guidelines, management style and strategy; Approved Lists; and calculation of yield and costs.

VII. Internal Controls

The Director of Finance shall establish internal controls to provide reasonable assurance that the investment objectives are met and to ensure that the assets are protected from loss, theft, or misuse. To assist in implementation and internal controls, the Director of Finance has established an Investment Group and a Review Group.

The Investment Group, which is comprised of the Director of Finance and his/her designees, is responsible for maintenance of the investment guidelines and Approved Lists. These guidelines and lists can be altered daily, if needed, to adjust to the ever-changing financial markets. The guidelines can be more conservative or match the policy language. In no case can the guidelines override the Policy.

The Review Group, which is comprised of the Director of Finance and his/her designees, is responsible for the monthly review and appraisal of all the investments purchased by the Director of Finance and staff. This review includes bond proceeds, which are invested separately from the Pooled Investment Fund and are not governed by this Policy.

The Director of Finance shall establish a process for daily, monthly, quarterly, and annual review and monitoring of the Pooled Investment Fund activity. The following articles, in order of supremacy, govern the Pooled Investment Fund:

1. California Government Code
2. Annual Investment Policy
3. Current Investment Guidelines
4. Approved Lists (see page 9, Section IX.K)

The Director of Finance shall review the daily investment activity and corresponding bank balances.

Monthly, the Review Group shall review all investment activity and its compliance to the corresponding governing articles and investment objectives.

Quarterly, the Director of Finance will provide the Oversight Committee with a copy of the Pooled Investment Fund activity and its compliance to the annual Policy and California Government Code.

Annually, the Oversight Committee shall cause an annual audit of the activities within the Pooled Investment Fund to be conducted to determine compliance to the Policy and California Government Code. This audit will include issues relating to the structure of the investment portfolio and risk.

All securities purchased, with the exception of bank deposits, money market mutual funds, and LAIF, shall be delivered to the independent third-party custodian selected by

the Director of Finance. This includes all collateral for repurchase agreements. All trades, where applicable, will be executed by delivery versus payment by the designated third-party custodian.

VIII. Sacramento County Treasury Oversight Committee

In accordance with California Government Code section 27130 et seq., the Board of Supervisors, in consultation with the Director of Finance, has created the Sacramento County Treasury Oversight Committee (Oversight Committee). Annually, the Director of Finance shall prepare an Investment Policy that will be forwarded to and monitored by the Oversight Committee and rendered to Boards of all local agency participants. The Board of Supervisors shall review and approve the Policy during public session. Quarterly, the Director of Finance shall provide the Oversight Committee a report of all investment activities of the Pooled Investment Fund to ensure compliance to the Policy. Annually, the Oversight Committee shall cause an audit to be conducted on the Pooled Investment Fund. The meetings of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign of a candidate for the office of local treasurer, or contributed to the campaign of a candidate to be a member of a legislative body of any local agency that has deposited funds in the county treasury, in the previous three years or during the period that the employee is a member of the Oversight Committee. A member may not directly or indirectly raise money for a candidate for local treasurer or a member of the Sacramento County Board of Supervisors or governing board of any local agency that has deposited funds in the county treasury while a member of the Oversight Committee. Finally, a member may not secure employment with, or be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the treasurer is doing business during the period that the person is a member of the Oversight Committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers or dealers, or impinge on the day-to-day operations of the Department of Finance treasury and investment operations.

IX. Investment Parameters

A. Investable Funds

Total Investable Funds (TIF) for purposes of this Policy are all Pooled Investment Fund moneys that are available for investment at any one time, including the estimated bank account float. Included in TIF are funds of outside investors, if applicable, for which the Director of Finance provides investment services. Excluded from TIF are all funds held in separate portfolios.

The Cash Flow Horizon is the period in which the Pooled Investment Fund cash flow can be reasonably forecasted. This Policy establishes the Cash Flow Horizon to be one (1) year.

Once the Director of Finance has deemed that the cash flow forecast can be met, the Director of Finance may invest funds with maturities beyond one year. These securities will be referred to as the Core Portfolio.

B. Authorized Investments

Authorized investments shall match the general categories established by the California Government Code sections 53601 et seq. and 53635 et seq. Authorized investments shall include, in accordance with California Government Code section 16429.1, investments into LAIF. Authorization for specific instruments within these general categories, as well as narrower portfolio concentration and maturity limits, will be established and maintained by the Investment Group as part of the Investment Guidelines. As the California Government Code is amended, this Policy shall likewise become amended.

C. Prohibited Investments

No investments shall be authorized that have the possibility of returning a zero or negative yield if held to maturity except for securities issued by, or backed by, the United States government during a period of negative market interest rates. Prohibited investments shall include inverse floaters, range notes, and interest only strips derived from a pool of mortgages.

All legal investments issued by a tobacco-related company are prohibited. A tobacco-related company is defined as an entity that makes smoking products from tobacco used in cigarettes, cigars, or snuff or for smoking in pipes. The tobacco-related issuers restricted from any investment are any component companies in the Dow Jones U.S. Tobacco Index or the NYSE Arca Tobacco Index. Annually the Director of Finance and/or his designee will update the list of tobacco-related companies.

D. Credit Requirements

Except for municipal obligations and Community Reinvestment Act (CRA) bank deposits and certificates of deposit, the issuer's short-term credit ratings shall be at or above A-1 by Standard & Poor's, P-1 by Moody's, and, if available, F1 by Fitch, and the issuer's long-term credit ratings shall be at or above A by Standard & Poor's, A2 by Moody's, and, if available, A by Fitch. There are no credit requirements for Registered State Warrants. All other municipal obligations shall be at or above a short-term rating of SP-1 by Standard & Poor's, MIG1 by Moody's, and, if available, F1 by Fitch. In addition, domestic banks are limited to those with a Fitch Viability rating of a or better, without regard to modifiers. The Investment Group is granted the authority to specify approved California banks with Fitch Viability ratings of bbb+ but they must have a Support rating of 1 where appropriate. Foreign banks with domestic licensed offices must have a Sovereign rating of AAA from Standard and Poor's,

Moody's, or Fitch and a Fitch Viability rating of a or better, without regard to modifiers; however, a foreign bank may have a rating of bbb+ but they must have a Support rating of 1. Domestic savings banks must be rated a or better, without regard to modifiers, or may have a rating of bbb+ but they must a Support rating of 1.

Community Reinvestment Act Program Credit Requirements

Maximum Amount	Minimum Requirements
Up to the FDIC- or NCUSIF-insured limit for the term of the deposit	<u>Banks</u> — FDIC Insurance Coverage
	<u>Credit Unions</u> — NCUSIF Insurance Coverage <i>Credit unions are limited to a maximum deposit of the NCUSIF-insured limit since they are not rated by nationally recognized rating agencies and are not required to provide collateral on public deposits.</i>
Over the FDIC- or NCUSIF-insured limit	<p>(Any 2 of 3 ratings)</p> <p>S&P: A-2</p> <p>Moody's: P-2</p> <p>Fitch: F-2</p> <p style="text-align: center;">OR</p> <p>Collateral is required</p> <p>Through a private sector entity that assists in the placement of deposits to achieve FDIC insurance coverage of the full deposit and accrued interest.</p>

Eligible banks must have Community Reinvestment Act performance ratings of “satisfactory” or “outstanding” from each financial institution’s regulatory authority. In addition, deposits greater than the federally-insured amount must be collateralized. Banks must place securities worth between 110% and 150% of the value of the deposit with the Federal Reserve Bank of San Francisco, the Home Loan Bank of San Francisco, or a trust bank.

Since credit unions do not have Community Reinvestment Act performance ratings, they must demonstrate their commitment to meeting the community reinvestment lending and charitable activities, which are also required of banks.

All commercial paper and medium-term note issues must be issued by corporations operating within the United States and having total assets in excess of one billion dollars (\$1,000,000,000).

The Investment Group may raise these credit standards as part of the Investment Guidelines and Approved Lists. Appendix A provides a Comparison and Interpretation of Credit Ratings by Standard & Poor’s, Moody’s, and Fitch.

E. Maximum Maturities

Due to the nature of the invested funds, no investment with limited market liquidity should be used. Appropriate amounts of highly-liquid investments, such as Treasury and Agency securities, should be maintained to accommodate unforeseen withdrawals.

The maximum maturity, determined as the term from the date of ownership to the date of maturity, for each investment shall be established as follows:

U.S. Treasury and Agency Obligations	5 years
Washington Supranational Obligations ¹	5 years
Municipal Notes.....	5 years
Registered State Warrants.....	5 years
Bankers Acceptances	180 days
Commercial Paper	270 days
Negotiable Certificates of Deposit.....	180 days
CRA Bank Deposit/Certificates of Deposit	1 year
Repurchase Agreements	1 year
Reverse Repurchase Agreements	92 days
Medium-Term Corporate Notes.....	180 days
Collateralized Mortgage Obligations	180 days

The Investment Group may reduce these maturity limits to a shorter term as part of the Investment Guidelines and the Approved Lists.

The ultimate maximum maturity of any investment shall be five (5) years. The dollar-weighted average maturity of all securities shall be equal to or less than three (3) years.

¹ The International Bank for Reconstruction and Development, International Finance Corporation, and Inter-American Development Bank.

F. Maximum Concentrations

No more than 80% of the portfolio may be invested in issues other than United States Treasuries and Government Agencies. The maximum allowable percentage for each type of security is set forth as follows:

U.S. Treasury and Agency Obligations	100%
Municipal Notes	80%
Registered State Warrants	80%
Bankers Acceptances	40%
Commercial Paper	40%
Washington Supranational Obligations	30%
Negotiable Certificates of Deposit and CRA Deposit/Certificates of Deposit	30%
Repurchase Agreements	30%
Reverse Repurchase Agreements	20%
Medium-Term Corporate Notes	30%
Money Market Mutual Funds	20%
Collateralized Mortgage Obligations	20%
Local Agency Investment Fund (LAIF)	(per State limit)

The Investment Group may reduce these concentrations as part of the Investment Guidelines and the Approved Lists.

No more than 10% of the portfolio, except Treasuries and Agencies, may be invested in securities of a single issuer including its related entities.

Where a percentage limitation is established above, for the purpose of determining investment compliance, that maximum percentage will be applied on the date of purchase.

G. Repurchase Agreements

Under California Government Code section 53601, paragraph (j) and section 53635, the Director of Finance may enter into Repurchase Agreements and Reverse Repurchase Agreements. The maximum maturity of a Repurchase Agreement shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days, and the proceeds of a reverse repurchase agreement may not be invested beyond the expiration of the agreement. The reverse repurchase agreement must be "matched to maturity" and meet all other requirements in the code.

All repurchase agreements must have an executed Sacramento County Master Repurchase Agreement on file with both the Director of Finance and the Broker/Dealer. Repurchase Agreements executed with approved broker-dealers must be collateralized with either: (1) U.S. Treasuries or Agencies with a market value of 102% for collateral marked to market daily; or (2) money market instruments on the

Approved Lists of the County that meet the qualifications of the Policy, with a market value of 102%. Since the market value of the underlying securities is subject to daily market fluctuations, investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. Use of mortgage-backed securities for collateral is not permitted. Strictly for purposes of investing the daily excess bank balance, the collateral provided by the Sacramento County's depository bank can be Treasuries or Agencies valued at 110%, or mortgage-backed securities valued at 150%.

H. Community Reinvestment Act Program

The Director of Finance has allocated within the Pooled Investment Fund, a maximum of \$90 million for the Community Reinvestment Act Program to encourage community investment by financial institutions, which includes community banks and credit unions, and to acknowledge and reward local financial institutions that support the community's financial needs. The Director of Finance may increase this amount, as appropriate, while staying within the investment policy objectives and maximum maturity and concentration limits. The eligible banks and savings banks must have Community Reinvestment Act performance ratings of "satisfactory" or "outstanding" from each financial institution's regulatory authority. The minimum credit requirements are located on page 5 of Section IX.D.

I. Criteria and Qualifications of Brokers/Dealers and Direct Issuers

All transactions initiated on behalf of the Pooled Investment Fund and Sacramento County shall be executed through either government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York or direct issuers that directly issue their own securities that have been placed on the Approved List of brokers/dealers and direct issuers. Further, these firms must have an investment grade rating from at least two national rating services, if available.

Brokers/Dealers and direct issuers that have exceeded the political contribution limits, as contained in Rule G-37 of the Municipal Securities Rulemaking Board, within the preceding four-year period to the Director of Finance, any member of the Board of Supervisors, or any candidate for the Board of Supervisors, are prohibited from the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions. Each firm must acknowledge receipt of such materials to qualify for the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer authorized to do business with Sacramento County shall, at least annually, supply the Director of Finance with audited financial statements.

J. Investment Guidelines, Management Style and Strategy

The Investment Group, named by the Director of Finance, shall issue and maintain Investment Guidelines specifying authorized investments, credit requirements, permitted transactions, and issue maturity and concentration limits consistent with this Policy.

The Investment Group shall also issue a statement describing the investment management style and current strategy for the entire investment program. The management style and strategy can be changed to accommodate shifts in the financial markets, but at all times they must be consistent with this Policy and its objectives.

K. Approved Lists

The Investment Group, named by the Director of Finance, shall issue and maintain various Approved Lists. These lists are:

1. Approved Domestic Banks for all legal investments.
2. Approved Foreign Banks for all legal investments.
3. Approved Commercial Paper and Medium Term Note Issuers.
4. Approved Money Market Mutual Funds.
5. Approved Firms for Purchase or Sale of Securities (Brokers/Dealers and Direct Issuers).
6. Approved Banks / Credit Unions for the Community Reinvestment Act Program.

L. Calculation of Yield and Costs

The costs of managing the investment portfolio, including but not limited to: investment management; accounting for the investment activity; custody of the assets; managing and accounting for the banking; receiving and remitting deposits; oversight controls; and indirect and overhead expenses are charged to the investment earnings based upon actual labor hours worked in respective areas. Costs of these respective areas are accumulated by specific cost accounting projects and charged to the Pooled Investment Fund on a quarterly basis throughout the fiscal year.

The Department of Finance will allocate the net interest earnings of the Pooled Investment Fund quarterly. The net interest earnings are allocated based upon the average daily cash balance of each Pooled Investment Fund participant.

X. Reviewing, Monitoring and Reporting of the Portfolio

The Review Group will prepare and present to the Director of Finance at least monthly a comprehensive review and evaluation of the transactions, positions, performance of the

Pooled Investment Fund and compliance to the California Government Code, Policy, and Investment Guidelines.

Quarterly, the Director of Finance will provide to the Oversight Committee and to any local agency participant that requests a copy, a detailed report on the Pooled Investment Fund. Pursuant to California Government Code section 53646, the report will list the type of investments, name of issuer, maturity date, par and dollar amount of the investment. For the total Pooled Investment Fund, the report will list average maturity, the market value, and the pricing source. Additionally, the report will show any funds under the management of contracting parties, a statement of compliance to the Policy and a statement of the Pooled Investment Fund's ability to meet the expected expenditure requirements for the next six months.

Each quarter, the Director of Finance shall provide to the Board of Supervisors and interested parties a comprehensive report on the Pooled Investment Fund.

Annually, the Director of Finance shall provide to the Oversight Committee the Investment Policy. Additionally, the Director of Finance will render a copy of the Investment Policy to the legislative body of the local agencies that participate in the Pooled Investment Fund.

XI. Withdrawal Requests for Pooled Fund Investors

The Director of Finance will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Director of Finance at a one dollar net asset value. Any requests to withdraw funds for purposes other than immediate cash flow needs, such as for external investing, are subject to the consent of the Director of Finance. In accordance with California Government Code Sections 27133(h) and 27136, such requests for withdrawals must first be made in writing to the Director of Finance. When evaluating a request to withdraw funds, the Director of Finance will take into account the effect of a withdrawal on the stability and predictability of the Pooled Investment Fund and the interests of other depositors. Any withdrawal for such purposes will be at the market value of the Pooled Investment Fund on the date of the withdrawal.

XII. Limits on Honoraria, Gifts, and Gratuities

In accordance with California Government Code Section 27133(d), this Policy establishes limits for the Director of Finance; individuals responsible for management of the portfolios; and members of the Investment Group and Review Group who direct individual investment decisions, select individual investment advisors and broker/dealers, and conduct day-to-day investment trading activity. The limits also apply to members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of \$50 in a calendar year from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the designated filing official and complete the appropriate State forms.

No individual may receive aggregate gifts, honoraria, and gratuities from any single source in a calendar year in excess of the amount specified in Section 18940.2(a) of Title 2, Division 6 of the California Code of Regulations. This limitation was \$500 for the period January 1, 2019, to December 31, 2020, and the State Fair Political Practices Commission will update this limit for inflation by January 2021. Any violation must be reported to the State Fair Political Practices Commission.

XIII. Terms and Conditions for Outside Investors

Outside investors may invest in the Pooled Investment Fund through California Government Code Section 53684. Their deposits are subject to the consent of the Director of Finance. The legislative body of the local agency must approve the Sacramento County Pooled Investment Fund as an authorized investment and execute a Memorandum of Understanding. Any withdrawal of these deposits must be made in writing 30 days in advance and will be paid based upon the market value of the Pooled Investment Fund. If the Director of Finance considers it appropriate, the deposits may be returned at any time to the local agency.

Comparison and Interpretation of Credit Ratings

Long Term Debt & Individual Bank Ratings				
Rating Interpretation	Moody's	S&P	Fitch	Fitch Viability Rating
<i>Best-quality grade</i>	Aaa	AAA	AAA	aaa
<i>High-quality grade</i>	Aa1	AA+	AA+	aa+
	Aa2	AA	AA	aa
	Aa3	AA-	AA-	aa-
<i>Upper Medium Grade</i>	A1	A+	A+	a+
	A2	A	A	a
	A3	A-	A-	a-
<i>Medium Grade</i>	Baa1	BBB+	BBB+	bbb+
	Baa2	BBB	BBB	bbb
	Baa3	BBB-	BBB-	bbb-
<i>Speculative Grade</i>	Ba1	BB+	BB+	bb+
	Ba2	BB	BB	bb
	Ba3	BB-	BB-	bb-
<i>Low Grade</i>	B1	B+	B+	b+
	B2	B	B	b
	B3	B-	B-	b-
<i>Poor Grade to Default</i>	Caa	CCC+	CCC	ccc
<i>In Poor Standing</i>	-	CCC	-	
	-	CCC-	-	
<i>Highly Speculative Default</i>	Ca	CC	CC	cc
	C	-	-	c
<i>Default</i>	-	-	DDD	f
	-	-	DD	f
	-	D	D	f

Short Term / Municipal Note Investment Grade Ratings			
Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	MIG-1	SP-1+/SP-1	F1+/F1
<i>Strong Capacity</i>	MIG-2	SP-2	F2
<i>Acceptable Capacity</i>	MIG-3	SP-3	F3

Short Term / Commercial Paper Investment Grade Ratings

Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	P-1	A-1+/A-1	F1+/F1
<i>Strong Capacity</i>	P-2	A-2	F2
<i>Acceptable Capacity</i>	P-3	A-3	F3

Fitch Support Ratings

<i>Rating</i>	<i>Interpretation</i>
1	A bank for which there is an extremely high probability of external support. The potential provider of support is very highly rated in its own right and has a very high propensity to support the bank in question. This probability of support indicates a minimum Long-Term Rating floor of 'A-'.
2	A bank for which there is a high probability of external support. The potential provider of support is highly rated in its own right and has a high propensity to provide support to the bank in question. This probability of support indicates a minimum Long-Term Rating floor of 'BBB-'.
3	A bank for which there is a moderate probability of support because of uncertainties about the ability or propensity of the potential provider of support to do so. This probability of support indicates a minimum Long-Term Rating floor of 'BB-'.
4	A bank for which there is a limited probability of support because of significant uncertainties about the ability or propensity of any possible provider of support to do so. This probability of support indicates a minimum Long-Term Rating floor of 'B'.
5	A bank for which external support, although possible, cannot be relied upon. This may be due to a lack of propensity to provide support or to very weak financial ability to do so. This probability of support indicates a Long-Term Rating floor no higher than 'B-' and in many cases no floor at all.

Fitch Sovereign Risk Ratings

<i>Rating</i>	<i>Interpretation</i>
AAA	Highest credit quality. 'AAA' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.
AA	Very high credit quality. 'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.
A	High credit quality. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.
BBB	Good credit quality. 'BBB' ratings indicate that expectations of default risk are currently low. The capacity for timely payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity.
BB	Speculative. 'BB' ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time.
B	Highly speculative. 'B' ratings indicate that material default risk is present, but a limited margin of safety remains. Financial commitments are currently being met; however, capacity for continued payment is vulnerable to deterioration in the business and economic environment.
CCC	High default risk. Default is a real possibility.
CC	Very high levels of credit risk. Default of some kind appears probable.
C	Exceptionally high levels of credit risk. Default appears imminent or inevitable.
D	<p>Default. Indicates a default. Default generally is defined as one of the following:</p> <ul style="list-style-type: none"> • Failure to make payment of principal and/or interest under the contractual terms of the rated obligation; • The bankruptcy filings, administration, receivership, liquidation or other winding-up or cessation of the business of an issuer/obligor; or • The coercive exchange of an obligation, where creditors were offered securities with diminished structural or economic terms compared with the existing obligation.



SACRAMENTO COUNTY

Annual Investment Policy of the Pooled Investment Fund

CALENDAR YEAR ~~2020~~2021

*Approved by the
Sacramento County Board of Supervisors*

~~December 17, 2019
Resolution No. 2019-0856~~

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I. Authority

Under the Sacramento County Charter, the Board of Supervisors established the position of Director of Finance and by ordinance will annually review and renew the Director of Finance's authority to invest and reinvest all the funds in the County Treasury.

II. Policy Statement

This Investment Policy (Policy) establishes cash management and investment guidelines for the Director of Finance, who is responsible for the stewardship of the Sacramento County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code and this Policy. All portfolio activities will be judged by the standards of the Policy and its investment objectives. Activities that violate its spirit and intent will be considered contrary to the Policy.

III. Standard of Care

The Director of Finance is the Trustee of the Pooled Investment Fund and therefore, a fiduciary subject to the prudent investor standard. The Director of Finance, employees involved in the investment process, and members of the Sacramento County Treasury Oversight Committee (Oversight Committee) shall refrain from all personal business activities that could conflict with the management of the investment program. All individuals involved will be required to report all gifts and income in accordance with California state law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the Director of Finance shall act with care, skill, prudence, and diligence to meet the aims of the investment objectives listed in Section IV, Investment Objectives.

IV. Investment Objectives

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. Safety of Principal

The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they be from securities default or erosion of market value.

B. Liquidity

As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the Director of Finance to meet all operating requirements that may be reasonably anticipated in any depositor's fund.

C. Public Trust

In managing the Pooled Investment Fund, the Director of Finance and the authorized investment traders should avoid any transactions that might impair public confidence in Sacramento County and the participating local agencies. Investments should be made with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. Maximum Rate of Return

As the fourth objective, the Pooled Investment Fund should be designed to attain a market average rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified herein. For comparative purposes, the State of California Local Agency Investment Fund (LAIF) will be used as a performance benchmark. The Pooled Investment Fund quarterly performance benchmark target has been set at or above LAIF's yield. This benchmark was chosen because LAIF's portfolio structure is similar to the Pooled Investment Fund.

V. Pooled Investment Fund Investors

The Pooled Investment Fund investors are comprised of Sacramento County, school and community college districts, districts directed by the Board of Supervisors, and independent special districts whose treasurer is the Director of Finance. Any local agencies not included in this category are subject to California Government Code section 53684 and are referred to as outside investors.

VI. Implementation

In order to provide direction to those responsible for management of the Pooled Investment Fund, the Director of Finance has established this Policy and will provide it to the Oversight Committee and render it to legislative bodies of local agencies that participate in the Pooled Investment Fund. In accordance with California Government Code section 53646, et seq., the Board of Supervisors shall review and approve this Policy annually.

This Policy provides a detailed description of investment parameters used to implement the investment process and includes the following: investable funds; authorized instruments; prohibited investments; credit requirements; maximum maturities and concentrations; repurchase agreements; Community Reinvestment Act Program; criteria

and qualifications of broker/dealers and direct issuers; investment guidelines, management style and strategy; Approved Lists; and calculation of yield and costs.

VII. Internal Controls

The Director of Finance shall establish internal controls to provide reasonable assurance that the investment objectives are met and to ensure that the assets are protected from loss, theft, or misuse. To assist in implementation and internal controls, the Director of Finance has established an Investment Group and a Review Group.

The Investment Group, which is comprised of the Director of Finance and his/her designees, is responsible for maintenance of the investment guidelines and Approved Lists. These guidelines and lists can be altered daily, if needed, to adjust to the ever-changing financial markets. The guidelines can be more conservative or match the policy language. In no case can the guidelines override the Policy.

The Review Group, which is comprised of the Director of Finance and his/her designees, is responsible for the monthly review and appraisal of all the investments purchased by the Director of Finance and staff. This review includes bond proceeds, which are invested separately from the Pooled Investment Fund and are not governed by this Policy.

The Director of Finance shall establish a process for daily, monthly, quarterly, and annual review and monitoring of the Pooled Investment Fund activity. The following articles, in order of supremacy, govern the Pooled Investment Fund:

1. California Government Code
2. Annual Investment Policy
3. Current Investment Guidelines
4. Approved Lists (see page 9, Section IX.K)

The Director of Finance shall review the daily investment activity and corresponding bank balances.

Monthly, the Review Group shall review all investment activity and its compliance to the corresponding governing articles and investment objectives.

Quarterly, the Director of Finance will provide the Oversight Committee with a copy of the Pooled Investment Fund activity and its compliance to the annual Policy and California Government Code.

Annually, the Oversight Committee shall cause an annual audit of the activities within the Pooled Investment Fund to be conducted to determine compliance to the Policy and California Government Code. This audit will include issues relating to the structure of the investment portfolio and risk.

All securities purchased, with the exception of bank deposits, money market mutual funds, and LAIF, shall be delivered to the independent third-party custodian selected by

the Director of Finance. This includes all collateral for repurchase agreements. All trades, where applicable, will be executed by delivery versus payment by the designated third-party custodian.

VIII. Sacramento County Treasury Oversight Committee

In accordance with California Government Code section 27130 et seq., the Board of Supervisors, in consultation with the Director of Finance, has created the Sacramento County Treasury Oversight Committee (Oversight Committee). Annually, the Director of Finance shall prepare an Investment Policy that will be forwarded to and monitored by the Oversight Committee and rendered to Boards of all local agency participants. The Board of Supervisors shall review and approve the Policy during public session. Quarterly, the Director of Finance shall provide the Oversight Committee a report of all investment activities of the Pooled Investment Fund to ensure compliance to the Policy. Annually, the Oversight Committee shall cause an audit to be conducted on the Pooled Investment Fund. The meetings of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign of a candidate for the office of local treasurer, or contributed to the campaign of a candidate to be a member of a legislative body of any local agency that has deposited funds in the county treasury, in the previous three years or during the period that the employee is a member of the Oversight Committee. A member may not directly or indirectly raise money for a candidate for local treasurer or a member of the Sacramento County Board of Supervisors or governing board of any local agency that has deposited funds in the county treasury while a member of the Oversight Committee. Finally, a member may not secure employment with, or be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the treasurer is doing business during the period that the person is a member of the Oversight Committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers or dealers, or impinge on the day-to-day operations of the Department of Finance treasury and investment operations.

IX. Investment Parameters

A. Investable Funds

Total Investable Funds (TIF) for purposes of this Policy are all Pooled Investment Fund moneys that are available for investment at any one time, including the estimated bank account float. Included in TIF are funds of outside investors, if applicable, for which the Director of Finance provides investment services. Excluded from TIF are all funds held in separate portfolios.

The Cash Flow Horizon is the period in which the Pooled Investment Fund cash flow can be reasonably forecasted. This Policy establishes the Cash Flow Horizon to be one (1) year.

Once the Director of Finance has deemed that the cash flow forecast can be met, the Director of Finance may invest funds with maturities beyond one year. These securities will be referred to as the Core Portfolio.

B. Authorized Investments

Authorized investments shall match the general categories established by the California Government Code sections 53601 et seq. and 53635 et seq. Authorized investments shall include, in accordance with California Government Code section 16429.1, investments into LAIF. Authorization for specific instruments within these general categories, as well as narrower portfolio concentration and maturity limits, will be established and maintained by the Investment Group as part of the Investment Guidelines. As the California Government Code is amended, this Policy shall likewise become amended.

C. Prohibited Investments

No investments shall be authorized that have the possibility of returning a zero or negative yield if held to maturity except for securities issued by, or backed by, the United States government during a period of negative market interest rates. ~~These Prohibited investments~~ shall include inverse floaters, range notes, and interest only strips derived from a pool of mortgages.

All legal investments issued by a tobacco-related company are prohibited. A tobacco-related company is defined as an entity that makes smoking products from tobacco used in cigarettes, cigars, or snuff or for smoking in pipes. The tobacco-related issuers restricted from any investment are any component companies in the Dow Jones U.S. Tobacco Index or the NYSE Arca Tobacco Index. Annually the Director of Finance and/or his designee will update the list of tobacco-related companies.

D. Credit Requirements

Except for municipal obligations and Community Reinvestment Act (CRA) bank deposits and certificates of deposit, the issuer's short-term credit ratings shall be at or above A-1 by Standard & Poor's, P-1 by Moody's, and, if available, F1 by Fitch, and the issuer's long-term credit ratings shall be at or above A by Standard & Poor's, A2 by Moody's, and, if available, A by Fitch. There are no credit requirements for Registered State Warrants. All other municipal obligations shall be at or above a short-term rating of SP-1 by Standard & Poor's, MIG1 by Moody's, and, if available, F1 by Fitch. In addition, domestic banks are limited to those with a Fitch Viability rating of a or better, without regard to modifiers. The Investment Group is granted the authority to specify approved California banks with Fitch Viability ratings of bbb+ but they must have a Support rating of 1 where appropriate. Foreign banks with domestic licensed offices must have a Sovereign rating of AAA from Standard and Poor's,

Moody's, or Fitch and a Fitch Viability rating of a or better, without regard to modifiers; however, a foreign bank may have a rating of bbb+ but they must have a Support rating of 1. Domestic savings banks must be rated a or better, without regard to modifiers, or may have a rating of bbb+ but they must a Support rating of 1.

Community Reinvestment Act Program Credit Requirements

Maximum Amount	Minimum Requirements								
Up to the FDIC- or NCUSIF-insured limit for the term of the deposit	Banks — FDIC Insurance Coverage								
	Credit Unions — NCUSIF Insurance Coverage <i>Credit unions are limited to a maximum deposit of the NCUSIF-insured limit since they are not rated by nationally recognized rating agencies and are not required to provide collateral on public deposits.</i>								
Over the FDIC- or NCUSIF-insured limit	<p>(Any 2 of 3 ratings)</p> <table border="0"> <tr> <td>S&P: A-2</td> <td></td> <td rowspan="3" style="vertical-align: middle;">OR</td> <td rowspan="3">Through a private sector entity that assists in the placement of deposits to achieve FDIC insurance coverage of the full deposit and accrued interest.</td> </tr> <tr> <td>Moody's: P-2</td> <td></td> </tr> <tr> <td>Fitch: F-2</td> <td></td> </tr> </table> <p>Collateral is required</p>	S&P: A-2		OR	Through a private sector entity that assists in the placement of deposits to achieve FDIC insurance coverage of the full deposit and accrued interest.	Moody's: P-2		Fitch: F-2	
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Since credit unions do not have Community Reinvestment Act performance ratings, they must demonstrate their commitment to meeting the community reinvestment lending and charitable activities, which are also required of banks.

All commercial paper and medium-term note issues must be issued by corporations operating within the United States and having total assets in excess of one billion dollars (\$1,000,000,000).

The Investment Group may raise these credit standards as part of the Investment Guidelines and Approved Lists. Appendix A provides a Comparison and Interpretation of Credit Ratings by Standard & Poor’s, Moody’s, and Fitch.

E. Maximum Maturities

Due to the nature of the invested funds, no investment with limited market liquidity should be used. Appropriate amounts of highly-liquid investments, such as Treasury and Agency securities, should be maintained to accommodate unforeseen withdrawals.

The maximum maturity, determined as the term from the date of ownership to the date of maturity, for each investment shall be established as follows:

U.S. Treasury and Agency Obligations	5 years
Washington Supranational Obligations ¹	5 years
Municipal Notes.....	5 years
Registered State Warrants.....	5 years
Bankers Acceptances	180 days
Commercial Paper	270 days
Negotiable Certificates of Deposit.....	180 days
CRA Bank Deposit/Certificates of Deposit	1 year
Repurchase Agreements	1 year
Reverse Repurchase Agreements	92 days
Medium-Term Corporate Notes.....	180 days
Collateralized Mortgage Obligations	180 days

The Investment Group may reduce these maturity limits to a shorter term as part of the Investment Guidelines and the Approved Lists.

The ultimate maximum maturity of any investment shall be five (5) years. The dollar-weighted average maturity of all securities shall be equal to or less than three (3) years.

¹ The International Bank for Reconstruction and Development, International Finance Corporation, and Inter-American Development Bank.

F. Maximum Concentrations

No more than 80% of the portfolio may be invested in issues other than United States Treasuries and Government Agencies. The maximum allowable percentage for each type of security is set forth as follows:

U.S. Treasury and Agency Obligations	100%
Municipal Notes	80%
Registered State Warrants	80%
Bankers Acceptances	40%
Commercial Paper	40%
Washington Supranational Obligations	30%
Negotiable Certificates of Deposit and CRA Deposit/Certificates of Deposit	30%
Repurchase Agreements	30%
Reverse Repurchase Agreements	20%
Medium-Term Corporate Notes	30%
Money Market Mutual Funds	20%
Collateralized Mortgage Obligations	20%
Local Agency Investment Fund (LAIF)	(per State limit)

The Investment Group may reduce these concentrations as part of the Investment Guidelines and the Approved Lists.

No more than 10% of the portfolio, except Treasuries and Agencies, may be invested in securities of a single issuer including its related entities.

Where a percentage limitation is established above, for the purpose of determining investment compliance, that maximum percentage will be applied on the date of purchase.

G. Repurchase Agreements

Under California Government Code section 53601, paragraph (j) and section 53635, the Director of Finance may enter into Repurchase Agreements and Reverse Repurchase Agreements. The maximum maturity of a Repurchase Agreement shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days, and the proceeds of a reverse repurchase agreement may not be invested beyond the expiration of the agreement. The reverse repurchase agreement must be "matched to maturity" and meet all other requirements in the code.

All repurchase agreements must have an executed Sacramento County Master Repurchase Agreement on file with both the Director of Finance and the Broker/Dealer. Repurchase Agreements executed with approved broker-dealers must be collateralized with either: (1) U.S. Treasuries or Agencies with a market value of 102% for collateral marked to market daily; or (2) money market instruments [which](#)

~~are~~ on the Approved Lists of the County ~~and which that~~ meet the qualifications of the Policy, with a market value of 102%. Since the market value of the underlying securities is subject to daily market fluctuations, investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. Use of mortgage-backed securities for collateral is not permitted. Strictly for purposes of investing the daily excess bank balance, the collateral provided by the Sacramento County's depository bank can be Treasuries or Agencies valued at 110%, or mortgage-backed securities valued at 150%.

H. Community Reinvestment Act Program

The Director of Finance has allocated within the Pooled Investment Fund, a maximum of \$90 million for the Community Reinvestment Act Program to encourage community investment by financial institutions, which includes community banks and credit unions, and to acknowledge and reward local financial institutions ~~which that~~ support the community's financial needs. The Director of Finance may increase this amount, as appropriate, while staying within the investment policy objectives and maximum maturity and concentration limits. The eligible banks and savings banks must have Community Reinvestment Act performance ratings of "satisfactory" or "outstanding" from each financial institution's regulatory authority. The minimum credit requirements are located on page 5 of Section IX.D.

I. Criteria and Qualifications of Brokers/Dealers and Direct Issuers

All transactions initiated on behalf of the Pooled Investment Fund and Sacramento County shall be executed through either government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York or direct issuers that directly issue their own securities ~~which that~~ have been placed on the Approved List of brokers/dealers and direct issuers. Further, these firms must have an investment grade rating from at least two national rating services, if available.

Brokers/Dealers and direct issuers ~~which that~~ have exceeded the political contribution limits, as contained in Rule G-37 of the Municipal Securities Rulemaking Board, within the preceding four-year period to the Director of Finance, any member of the Board of Supervisors, or any candidate for the Board of Supervisors, are prohibited from the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions. Each firm must acknowledge receipt of such materials to qualify for the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer authorized to do business with Sacramento County shall, at least annually, supply the Director of Finance with audited financial statements.

J. Investment Guidelines, Management Style and Strategy

The Investment Group, named by the Director of Finance, shall issue and maintain Investment Guidelines specifying authorized investments, credit requirements, permitted transactions, and issue maturity and concentration limits ~~which are~~ consistent with this Policy.

The Investment Group shall also issue a statement describing the investment management style and current strategy for the entire investment program. The management style and strategy can be changed to accommodate shifts in the financial markets, but at all times they must be consistent with this Policy and its objectives.

K. Approved Lists

The Investment Group, named by the Director of Finance, shall issue and maintain various Approved Lists. These lists are:

1. Approved Domestic Banks for all legal investments.
2. Approved Foreign Banks for all legal investments.
3. Approved Commercial Paper and Medium Term Note Issuers.
4. Approved Money Market Mutual Funds.
5. Approved Firms for Purchase or Sale of Securities (Brokers/Dealers and Direct Issuers).
6. Approved Banks / Credit Unions for the Community Reinvestment Act Program.

L. Calculation of Yield and Costs

The costs of managing the investment portfolio, including but not limited to: investment management; accounting for the investment activity; custody of the assets; managing and accounting for the banking; receiving and remitting deposits; oversight controls; and indirect and overhead expenses are charged to the investment earnings based upon actual labor hours worked in respective areas. Costs of these respective areas are accumulated by specific cost accounting projects and charged to the Pooled Investment Fund on a quarterly basis throughout the fiscal year.

The Department of Finance will allocate the net interest earnings of the Pooled Investment Fund quarterly. The net interest earnings are allocated based upon the average daily cash balance of each Pooled Investment Fund participant.

X. Reviewing, Monitoring and Reporting of the Portfolio

The Review Group will prepare and present to the Director of Finance at least monthly a comprehensive review and evaluation of the transactions, positions, performance of the

Pooled Investment Fund and compliance to the California Government Code, Policy, and Investment Guidelines.

Quarterly, the Director of Finance will provide to the Oversight Committee and to any local agency participant that requests a copy, a detailed report on the Pooled Investment Fund. Pursuant to California Government Code section 53646, the report will list the type of investments, name of issuer, maturity date, par and dollar amount of the investment. For the total Pooled Investment Fund, the report will list average maturity, the market value, and the pricing source. Additionally, the report will show any funds under the management of contracting parties, a statement of compliance to the Policy and a statement of the Pooled Investment Fund's ability to meet the expected expenditure requirements for the next six months.

Each quarter, the Director of Finance shall provide to the Board of Supervisors and interested parties a comprehensive report on the Pooled Investment Fund.

Annually, the Director of Finance shall provide to the Oversight Committee the Investment Policy. Additionally, the Director of Finance will render a copy of the Investment Policy to the legislative body of the local agencies that participate in the Pooled Investment Fund.

XI. Withdrawal Requests for Pooled Fund Investors

The Director of Finance will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Director of Finance at a one dollar net asset value. Any requests to withdraw funds for purposes other than immediate cash flow needs, such as for external investing, are subject to the consent of the Director of Finance. In accordance with California Government Code Sections 27133(h) and 27136, such requests for withdrawals must first be made in writing to the Director of Finance. When evaluating a request to withdraw funds, the Director of Finance will take into account the effect of a withdrawal on the stability and predictability of the Pooled Investment Fund and the interests of other depositors. Any withdrawal for such purposes will be at the market value of the Pooled Investment Fund on the date of the withdrawal.

XII. Limits on Honoraria, Gifts, and Gratuities

In accordance with California Government Code Section 27133(d), this Policy establishes limits for the Director of Finance; individuals responsible for management of the portfolios; and members of the Investment Group and Review Group who direct individual investment decisions, select individual investment advisors and broker/dealers, and conduct day-to-day investment trading activity. The limits also apply to members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of \$50 in a calendar year from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the designated filing official and complete the appropriate State forms.

No individual may receive aggregate gifts, honoraria, and gratuities from any single source in a calendar year in excess of the amount specified in Section 18940.2(a) of Title 2, Division 6 of the California Code of Regulations. This limitation ~~is~~ was \$500 for the period January 1, 2019, to December 31, 2020, and ~~is adjusted for the State Fair Political Practices Commission will update this limit for~~ inflation by January 2021 ~~every odd-numbered year~~. Any violation must be reported to the State Fair Political Practices Commission.

XIII. Terms and Conditions for Outside Investors

Outside investors may invest in the Pooled Investment Fund through California Government Code Section 53684. Their deposits are subject to the consent of the Director of Finance. The legislative body of the local agency must approve the Sacramento County Pooled Investment Fund as an authorized investment and execute a Memorandum of Understanding. Any withdrawal of these deposits must be made in writing 30 days in advance and will be paid based upon the market value of the Pooled Investment Fund. If the Director of Finance considers it appropriate, the deposits may be returned at any time to the local agency.

Comparison and Interpretation of Credit Ratings

Long Term Debt & Individual Bank Ratings				
Rating Interpretation	Moody's	S&P	Fitch	Fitch Viability Rating
<i>Best-quality grade</i>	Aaa	AAA	AAA	aaa
<i>High-quality grade</i>	Aa1	AA+	AA+	aa+
	Aa2	AA	AA	aa
	Aa3	AA-	AA-	aa-
<i>Upper Medium Grade</i>	A1	A+	A+	a+
	A2	A	A	a
	A3	A-	A-	a-
<i>Medium Grade</i>	Baa1	BBB+	BBB+	bbb+
	Baa2	BBB	BBB	bbb
	Baa3	BBB-	BBB-	bbb-
<i>Speculative Grade</i>	Ba1	BB+	BB+	bb+
	Ba2	BB	BB	bb
	Ba3	BB-	BB-	bb-
<i>Low Grade</i>	B1	B+	B+	b+
	B2	B	B	b
	B3	B-	B-	b-
<i>Poor Grade to Default</i>	Caa	CCC+	CCC	ccc
<i>In Poor Standing</i>	-	CCC	-	
	-	CCC-	-	
<i>Highly Speculative Default</i>	Ca	CC	CC	cc
	C	-	-	c
<i>Default</i>	-	-	DDD	f
	-	-	DD	f
	-	D	D	f

Short Term / Municipal Note Investment Grade Ratings			
Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	MIG-1	SP-1+/SP-1	F1+/F1
<i>Strong Capacity</i>	MIG-2	SP-2	F2
<i>Acceptable Capacity</i>	MIG-3	SP-3	F3

Short Term / Commercial Paper Investment Grade Ratings

Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	P-1	A-1+/A-1	F1+/F1
<i>Strong Capacity</i>	P-2	A-2	F2
<i>Acceptable Capacity</i>	P-3	A-3	F3

Fitch Support Ratings

<i>Rating</i>	<i>Interpretation</i>
1	A bank for which there is an extremely high probability of external support. The potential provider of support is very highly rated in its own right and has a very high propensity to support the bank in question. This probability of support indicates a minimum Long-Term Rating floor of 'A-'.
2	A bank for which there is a high probability of external support. The potential provider of support is highly rated in its own right and has a high propensity to provide support to the bank in question. This probability of support indicates a minimum Long-Term Rating floor of 'BBB-'.
3	A bank for which there is a moderate probability of support because of uncertainties about the ability or propensity of the potential provider of support to do so. This probability of support indicates a minimum Long-Term Rating floor of 'BB-'.
4	A bank for which there is a limited probability of support because of significant uncertainties about the ability or propensity of any possible provider of support to do so. This probability of support indicates a minimum Long-Term Rating floor of 'B'.
5	A bank for which external support, although possible, cannot be relied upon. This may be due to a lack of propensity to provide support or to very weak financial ability to do so. This probability of support indicates a Long-Term Rating floor no higher than 'B-' and in many cases no floor at all.

Fitch Sovereign Risk Ratings	
<i>Rating</i>	<i>Interpretation</i>
AAA	Highest credit quality. 'AAA' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.
AA	Very high credit quality. 'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.
A	High credit quality. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.
BBB	Good credit quality. 'BBB' ratings indicate that expectations of default risk are currently low. The capacity for timely payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity.
BB	Speculative. 'BB' ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time.
B	Highly speculative. 'B' ratings indicate that material default risk is present, but a limited margin of safety remains. Financial commitments are currently being met; however, capacity for continued payment is vulnerable to deterioration in the business and economic environment.
CCC	High default risk. Default is a real possibility.
CC	Very high levels of credit risk. Default of some kind appears probable.
C	Exceptionally high levels of credit risk. Default appears imminent or inevitable.
D	<p>Default. Indicates a default. Default generally is defined as one of the following:</p> <ul style="list-style-type: none"> • Failure to make payment of principal and/or interest under the contractual terms of the rated obligation; • The bankruptcy filings, administration, receivership, liquidation or other winding-up or cessation of the business of an issuer/obligor; or • The coercive exchange of an obligation, where creditors were offered securities with diminished structural or economic terms compared with the existing obligation.

**COUNTY OF SACRAMENTO
CALIFORNIA**

9

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
David Villanueva, Deputy County Executive
Administrative Services

From: Jeffrey A. Gasaway, Director
Department of General Services

Subject: Retroactive Authorization To Extend The Contracts With Western States Fire Protection, Tri Signal Integration, Inc., Cosco Fire Protection, And Johnson Controls Fire Protection For Fire Prevention Services In The Amount Of \$75,500 For The Period Of November 1, 2020 Through February 28, 2021

District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution:

1. Approve the retroactive extensions of contracts with Western States Fire Protection (WA00033432), Tri Signal Integration, Inc. (WA00033434), Cosco Fire Protection (WA00033435), and Johnson Controls Fire Protection (WA00038448) for fire prevention services for the period of November 1, 2020 through February 28, 2021, for a cumulative increase of \$75,500, with the same terms and conditions.
2. Direct the purchasing agent or designee to execute the retroactive contract extension.

BACKGROUND

On October 27, 2015, the County of Sacramento (County) Board of Supervisors (Board) approved Resolution No. 2015-0819 to approve the contracts with Western States Fire Protection, Tri-Signal Integration, Inc., Cosco Fire Protection, and SimplexGrinnell (presently Johnson Controls Fire Protection) for an initial one-year term with four additional one-year term renewals. These contracts expired on October 31, 2020 and there are no additional extensions.

Retroactive Authorization To Extend The Contracts With Western States Fire Protection, Tri Signal Integration, Inc., Cosco Fire Protection, And Johnson Controls Fire Protection For Fire Prevention Services In The Amount Of \$75,500 For The Period Of November 1, 2020 Through February 28, 2021
Page 2

The Department of General Services (DGS) requests Board approval to retroactively extend the contracts for fire prevention services with Western States Fire Protection, Tri Signal Integration, Inc., Cosco Fire Protection, and Johnson Controls Fire Protection through February 28, 2021. This extension will ensure the County has uninterrupted fire alarm and sprinkler system maintenance services while DGS conducts the bidding process for a new contract, as well as time to seek Board approval for a new contract.

This request is retroactive due to DGS's subject matter experts in the Facilities Maintenance and Operations divisions requesting extensive alterations to the formal solicitation. These edits were unanticipated and have caused the purchasing process to take longer than expected. DGS is requesting a short term extension to the existing contracts in order to complete the purchasing process. DGS anticipates returning to the Board for the new contract awards in February 2021.

Western States Fire Protection, Tri Signal Integration, Inc., Cosco Fire Protection, and Johnson Controls Fire Protection have all agreed to hold the pricing of the previous term, November 1, 2019 to October 31, 2020, for the additional four month extension through February 28, 2021. The proposed contracts for each vendor are attached (Attachments 1 through 4).

Section 71-J

Section 71-J of the Sacramento County Charter is applicable because fire alarm and sprinkler system maintenance services can be performed by County employees. However, these employees do not have the necessary expertise, training, or equipment to perform these maintenance tasks. These employees are represented by Local 39. This extension neither displaces staff, nor does it alter the economy and efficiency justification for the contract. Labor Relations contacted Local 39 on September 28, 2020 to notify them of the contract extension request. Local 39 did not request to meet and confer.

FINANCIAL ANALYSIS

The expected expenditure of this extension period, based on County departments' historical usage, is \$75,500. Appropriations for the contracts are included in the departments' Fiscal Year 2020-21 Adopted Budget.

Retroactive Authorization To Extend The Contracts With Western States Fire Protection, Tri Signal Integration, Inc., Cosco Fire Protection, And Johnson Controls Fire Protection For Fire Prevention Services In The Amount Of \$75,500 For The Period Of November 1, 2020 Through February 28, 2021
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Attachments:

- RES – Resolution
- ATT 1 – Western States Fire Protection
- ATT 2 – Tri Signal Integration, Inc.
- ATT 3 – Cosco Fire Protection
- ATT 4 – Johnson Controls Fire Protection

RESOLUTION NO. _____

RETROACTIVE AUTHORIZATION TO EXTEND THE CONTRACTS WITH WESTERN STATES FIRE PROTECTION, TRI SIGNAL INTEGRATION, INC., COSCO FIRE PROTECTION, AND JOHNSON CONTROLS FIRE PROTECTION FOR FIRE PREVENTION SERVICES IN THE AMOUNT OF \$75,500 FOR THE PERIOD OF NOVEMBER 1, 2020 THROUGH FEBRUARY 28, 2021

WHEREAS, On October 27, 2015 the Board of Supervisors (Board) approved the contracts with Western States Fire Protection, Tri-Signal Integration, Inc., Cosco Fire Protection, and SimplexGrinnell (presently Johnson Controls Fire Protection) for an initial one-year term with the option of four additional one-year term renewals; and

WHEREAS, the contracts with Western States Fire Protection (WA00033432), Tri Signal Integration, Inc. (WA00033434), Cosco Fire Protection (WA00033435), and Johnson Controls Fire Protection (WA00038448) expired on October 31, 2020, before new contracts were awarded; and

WHEREAS, the County of Sacramento (County) requires uninterrupted fire prevention services; and

WHEREAS, the provisions of Section 71-J of the County Charter (Section 71-J) are applicable to contracts for fire prevention services because County of Sacramento (County) civil service employees represented by Local 39 can provide these types of services; and

WHEREAS, current County employees lack the expertise, training, and equipment to perform these tasks; and

WHEREAS, the extension neither displaces staff, nor does it alter the economy and efficiency justification for the contract; and

WHEREAS, on September 28, 2020, Labor Relations notified Local 39 of the contract extension, and Local 39 did not request to meet and confer.

NOW, THEREFORE, BE IT RESOLVED that the County Purchasing Agent or designee be and is hereby authorized to retroactively extend Contract Nos. WA00033432, WA00033434, WA00033435, and WA00038448 for the period of November 1, 2020 through February 28, 2021 in the

Retroactive Authorization To Extend The Contracts With Western States Fire Protection, Tri Signal Integration, Inc., Cosco Fire Protection, And Johnson Controls Fire Protection For Fire Prevention Services In The Amount Of \$75,500 For The Period Of November 1, 2020 Through February 28, 2021
Page 2

cumulative amount of \$75,500 with the same terms and conditions for fire prevention services, in a form substantially similar to the contracts hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with Western States Fire Protection, Tri Signal Integration, Inc., Cosco Fire Protection, and Johnson Controls Fire Protection, and to do and perform everything necessary to carry out the purpose of this Resolution.

Retroactive Authorization To Extend The Contracts With Western States Fire Protection, Tri Signal Integration, Inc., Cosco Fire Protection, And Johnson Controls Fire Protection For Fire Prevention Services In The Amount Of \$75,500 For The Period Of November 1, 2020 Through February 28, 2021
Page 3

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors



**County of Sacramento
Open Item Contract**

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

Your Vendor number with us
634716

WESTERN STATES FIRE PROTECTION
4740 NORTHGATE BLVD STE 150
SACRAMENTO CA 95834

Vendors Contact Person: COURTNEY BROGARD
Vendors Phone Number: 916-426-4135

Vendor Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

**Reprint of
Open Item Contract WA00033432 /
08/25/2015**

This number must appear on all correspondence to the
Purchasing Division.

Contract number/date
WA00033432 / 08/25/2015

Issuing Officer/Telephone
Mello, Zac/916-875-6104

Signature: _____

Contract Period
Valid from: 11/01/2015
Valid to: 02/28/2021

F.O.B. Dest., Freight Prepaid
Payment Terms: Due in 30 Days
Contractual maximum value: 1,331,500.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

Contractor Contact:
Name: Courtney Brogard
Mobile: 916-878-0110
Office: 916-426-4135
Email: Courtney.Brogard@wsfp.us

Addendum No. 2: Issued by Zachary Mello
Temporarily extends the contract period through 2/28/2021 to allow ample time for the County to perform all aspects of a formal solicitation.

Addendum No. 1: Issued by Zachary Mello

Extends the contract period from 11/1/2019 through 10/31/2020; fifth term. Pricing shall remain the same as the previous term per Courtney Brogard.

IMPORTANT:

1. Price as per PRICING SCHEDULES for Dry-Side & Wet-Side detailed on the contract.
2. General Instructions and Requirements enclosed to the contract.
3. Scope of Work / Specifications enclosed to the contract.
4. Appendix G - Insurance Requirement for Contractors enclosed to the contract.
5. PWC100 Project ID 137497 update enclosed to the contract.

PRICING SCHEDULE

Dry-Side - Fire Alarms Systems

Fire System Panel Testing:

Schedule Work Hours M-F 7:00am-4:00pm \$105.00

Required Average Time Depends On device count per bldg.

Fire System Panel Maintenance:

Schedule Work Hours M-F 7:00am-4:00pm \$105.00

Emergency Hours Outside Schedule Work Hours \$150.00

Holidays Hours \$210.00

Materials/Parts:

Discount Percentage Off List Price 20%

Mark-Up Percentage On The Discounted Price Above 0%

Software Upgrade:

Discount Percentage Off List Price 20%

Mark-Up Percentage On The Discounted Price Above 0%

Pricing must be FOB destination including inside delivery and all freight charges.

PRICING SCHEDULE

Wet-Side - Fire Sprinklers Systems

Schedule Work Hours M-F 7:00am-4:00pm \$105.00

Emergency Hours Outside Schedule Work Hours \$150.00

Holidays Hours \$210.00

Materials/Parts:

Discount Percentage Off List Price 20%

Mark-Up Percentage On The Discounted Price Above 0%

Pricing must be FOB destination including inside delivery and all freight charges.

This contract is established as an agreement between Western States Fire Protection (the Contractor) and County of Sacramento (the County) for the provision of Fire Prevention Systems Testing and Maintenance Services for the facilities of the County as per the terms and conditions under RFB8252 (RFB) which is hereby incorporated by reference and made a part of this contract.

This contract references Board Resolution Number 2015-0819.

Contract Term: In order to promote efficiency and economy, the County reserves the right to extend this contract for four additional twelve-month periods. Such extensions will be at the County's option, under the same terms and conditions, and will be subject to agreement between the Contractor and the County.

Continuance of contract: Continuance of the contract for the full period specified shall be contingent upon satisfactory performance of the products, services, and Contractor. Unsatisfactory performance, as determined by the County, may be cause for termination of any balance of the contract without

penalty to the County.

General Instructions and Requirements: The General Instructions and Requirements (ENCLOSED) included under the RFB shall remain unchanged unless the Contractor receives written approval from Contract and Purchasing Services Division of the County.

Scope of Work / Specifications: The Scope of Work / Specifications (ENCLOSED) for the Dry-Side - Fire Alarms Systems and Wet-Side - Fire Sprinkler Systems included under the RFB shall remain unchanged unless the Contractor receives written approval from Contract and Purchasing Services Division of the County.

Licenses and Permits: Contractor shall obtain and keep in effect at all times throughout the duration of this contract, all licenses and permits necessary for the Contractor's operation.

Prevailing Wage: In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

This contract includes repair services project in accordance with Section 1771.5 of the California Labor Code.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file in the office of the Clerk of the Board of Directors, Suite 2450, 700 H Street, Sacramento, CA 95814, and are also available from the California Department of Industrial Relation's internet website at <http://www.dir.ca.gov/DLSR/PWD>.

Public Works Contractor Registration: In accordance with Senate Bill 854, all contractors and subcontractors who work on a public works project must register and pay an annual fee to State of California, Department of Industrial Relations.

Prices: Contractor has agreed through its response to the RFB that the prices quoted are firm for the period of this contract. All discounts shall be applied to all County's CSO.

FOB Point: Pricing must be FOB destination including inside delivery and all freight charges.

No fuel or surcharges are accepted.

Invoices: Prepare invoices in duplicate. The County requires an original and a copy for each separate invoicing. Send invoices to the ordering departments' "bill to" addresses. If an ordering department has not provided its "bill to" address, then forward the invoice to its "ship to" address.

Each invoice shall contain, at a minimum, the following information: invoice number and date; vendor remittance address; "bill-to" and "ship-to" addresses; contract number; CSO number ; item description; unit prices and extensions; applicable sales tax; and, an invoice total.

Interest and Late Charges: In the State of California, government agencies are not allowed to pay excess interest and late charges. Pursuant to Government Code Section 926.10, interest or late charges shall not exceed six percent per annum. Such charges commence the 61st day from the receipt date of the original undisputed invoice.

Unrestricted quantities: The County is not limited to purchase all of its requirements from this contract.

Changes: The County reserves the right to add, delete or change services needs under this contract and may do so upon giving written notification to the Contractor. If these changes cause an increase or a reduction in the cost of this contract, the said cost shall be adjusted and, when agreed upon, incorporated into the contract.

Product Warranty: All products supplied shall be warranted against defects in material and workmanship for period of not less than a year or the industry standard. The cost of replacing any defective product shall be at the Contractor's expense.

Quality of Work: All materials and workmanship must be subject to inspection, examination and testing by the County staff at any time. The County reserves the right to reject defective material and workmanship and require its correction at no additional cost to the County.

Non-assignment: Contractor shall neither assign nor subcontract any of the services required under this contract without prior written consent of the County.

Independent Contractor: It is understood and agreed that contractor (including contractor's employees) is an independent contractor and that no relationship of employee-employer exist between the parties hereto.

Indemnification: Contractor shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

Safety Requirements: All materials and services must comply with current California State Division of Industrial Safety orders and O.S.H.A.

Hazardous Materials: All materials subjected to the requirements of the State of California Code of Regulations, Title 8, Article 110, Section 5194, must be identified.

Safety Data Sheet (SDS): All hazardous materials must be accompanied by a SDS at the time of delivery. County of Sacramento will not accept hazardous materials without the required SDSs.

Insurance Requirement for Contractors: As per enclosed Appendix G.

Compliance with All Laws, Licenses and Permits: In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by the County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

Termination:

A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. County may terminate any resulting agreement for cause immediately upon giving written notice

to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by the County as a result of mid-year budget reductions.

D. If any resulting agreement is terminated under paragraph (A) or (C) above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph (A) or (C) above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

IMPORTANT:

1. Price as per PRICING SCHEDULES for Dry-Side & Wet-Side detailed on the contract.
2. General Instructions and Requirements enclosed to the contract.
3. Scope of Work / Specifications enclosed to the contract.
4. Appendix G - Insurance Requirement for Contractors enclosed to the contract.
5. PWC100 Project ID 137497 update enclosed to the contract.

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00010	1,000	Each Use 50 Labor - Dry	1.00	1 EA	1,000.00

We require an order acknowledgment for this item

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00030	10,000	Each Use 70 Labor - Wet			
			1.00	/ 1 EA	10,000.00
We require an order acknowledgment for this item					
00040	1,000	Each Use 80 Materials / Parts - Wet			
			1.00	/ 1 EA	1,000.00
We require an order acknowledgment for this item					
00050	561,000	Each Labor-FireDrySideTest&Mtce			
			1.00	/ 1 EA	561,000.00
Terms of delivery FOB					
00060	44,500	Each Materials/Parts-FireDrySideTest&Mtce			
			1.00	/ 1 EA	44,500.00
Terms of delivery FOB					
00070	685,000	Each Labor-FireWetSideTest&Mtce			
			1.00	/ 1 EA	685,000.00
Terms of delivery FOB					
00080	29,000	Each Materials/Parts-FireWetSideTest&Mtce			
			1.00	/ 1 EA	29,000.00
Terms of delivery FOB					

**PURCHASE ORDER/CONTRACT
GENERAL CONDITIONS**

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the contractor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the contractor.
5. **HOLD HARMLESS:** The contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY CONTRACTOR:** In case of default by contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, contractor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. New Contractor shall certify that each of the following statements is true:
(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.
20. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.



**County of Sacramento
Open Item Contract**

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

Your Vendor number with us
636424

TRI SIGNAL INTEGRATION INC
5007 WINDPLAY DR STE 1
EL DORADO HILLS CA 95762

Vendors Contact Person: Riley Gish
Vendors Phone Number: 916.933.3155

Vendor Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

**Reprint of
Open Item Contract WA00033434 /
08/25/2015**

This number must appear on all correspondence to the
Purchasing Division.

Contract number/date
WA00033434 / 08/25/2015

Issuing Officer/Telephone
Mello, Zac/916-875-6104

Signature: _____

Contract Period
Valid from: 11/01/2015
Valid to: 02/28/2021

F.O.B. Dest., Freight Prepaid
Payment Terms: Due in 30 Days
Contractual maximum value: 101,500.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

Contractor Contact:
Rebekah Riepe
Customer Care Representative
(916) 933-3155 ext. 3006
rriepe@tri-signal.com

Addendum No. 1: Issued by Zachary Mello
Temporarily extends the contract period through 2/28/2021 to allow ample time for the County to perform all aspects of a formal solicitation.

IMPORTANT:

1. Price as per PRICING SCHEDULES for Dry-Side & Wet-Side detailed on the contract.
2. General Instructions and Requirements enclosed to the contract.
3. Scope of Work / Specifications enclosed to the contract.
4. Appendix G - Insurance Requirement for Contractors enclosed to the contract.
5. PWC100 Project ID 217529 update enclosed to the contract.

PRICING SCHEDULE

All service calls are to be charged at a rate of \$175.00 per hour, per technician. Pricing for inspections are charged at the listed rate per technician.

Dry-Side - Fire Alarms Systems

Fire System Panel Testing:

Schedule Work Hours M-F 7:00am-4:00pm

Required Average Time 8Hr/Panel

Fire System Panel Maintenance:

Schedule Work Hours M-F 7:00am-4:00pm

Emergency Hours Outside Schedule Work Hours

Holidays Hours

Materials/Parts:

Discount Percentage Off List Price 10%

Mark-Up Percentage On The Discounted Price Above 0%

Software Upgrade:

Discount Percentage Off List Price 10%

Mark-Up Percentage On The Discounted Price Above 0%

Pricing must be FOB destination including inside delivery and all freight charges.

PRICING SCHEDULE

All service calls are to be charged at a rate of \$175.00 per hour, per technician. Pricing for inspections charged at the listed rate per technician.

Wet-Side - Fire Sprinklers Systems

Schedule Work Hours M-F 7:00am-4:00pm

Emergency Hours Outside Schedule Work Hours

Holidays Hours

Materials/Parts:

Discount Percentage Off List Price 10%

Mark-Up Percentage On The Discounted Price Above 0%

Pricing must be FOB destination including inside delivery and all freight charges.

This contract is established as an agreement between Tri-Signal Integration Inc. (the Contractor) and County of Sacramento (the County) for the provision of Fire Prevention Systems Testing and Maintenance Services for the facilities of the County as per the terms and conditions under RFB8252 (RFB) which is hereby incorporated by reference and made a part of this contract.

This contract references Board Resolution Number 2015-0819.

Contract Term: In order to promote efficiency and economy, the County reserves the right to extend this contract for four additional twelve-month periods. Such extensions will be at the County's option, under the same terms and conditions, and will be subject to agreement between the Contractor and the County.

Continuance of contract: Continuance of the contract for the full period specified shall be contingent

upon satisfactory performance of the products, services, and Contractor. Unsatisfactory performance, as determined by the County, may be cause for termination of any balance of the contract without penalty to the County.

General Instructions and Requirements: The General Instructions and Requirements (ENCLOSED) included under the RFB shall remain unchanged unless the Contractor receives written approval from Contract and Purchasing Services Division of the County.

Scope of Work / Specifications: The Scope of Work / Specifications (ENCLOSED) for the Dry-Side - Fire Alarms Systems and Wet-Side - Fire Sprinkler Systems included under the RFB shall remain unchanged unless the Contractor receives written approval from Contract and Purchasing Services Division of the County.

Licenses and Permits: Contractor shall obtain and keep in effect at all times throughout the duration of this contract, all licenses and permits necessary for the Contractor's operation.

Prevailing Wage: In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

This contract includes repair services project in accordance with Section 1771.5 of the California Labor Code.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file in the office of the Clerk of the Board of Directors, Suite 2450, 700 H Street, Sacramento, CA 95814, and are also available from the California Department of Industrial Relation's internet website at <http://www.dir.ca.gov/DLSR/PWD>.

Public Works Contractor Registration: In accordance with Senate Bill 854, all contractors and subcontractors who work on a public works project must register and pay an annual fee to State of California, Department of Industrial Relations.

Prices: Contractor has agreed through its response to the RFB that the prices quoted are firm for the period of this contract. All discounts shall be applied to all County's CSO.

FOB Point: Pricing must be FOB destination including inside delivery and all freight charges.

No fuel or surcharges are accepted.

Invoices: Prepare invoices in duplicate. The County requires an original and a copy for each separate invoicing. Send invoices to the ordering departments' "bill to" addresses. If an ordering department has not provided its "bill to" address, then forward the invoice to its "ship to" address.

Each invoice shall contain, at a minimum, the following information: invoice number and date; vendor remittance address; "bill-to" and "ship-to" addresses; contract number; CSO number ; item description; unit prices and extensions; applicable sales tax; and, an invoice total.

Interest and Late Charges: In the State of California, government agencies are not allowed to pay excess interest and late charges. Pursuant to Government Code Section 926.10, interest or late charges shall not exceed six percent per annum. Such charges commence the 61st day from the receipt date of the original undisputed invoice.

Unrestricted quantities: The County is not limited to purchase all of its requirements from this contract.

Changes: The County reserves the right to add, delete or change services needs under this contract and may do so upon giving written notification to the Contractor. If these changes cause an increase or a reduction in the cost of this contract, the said cost shall be adjusted and, when agreed upon, incorporated into the contract.

Product Warranty: All products supplied shall be warranted against defects in material and workmanship for period of not less than a year or the industry standard. The cost of replacing any defective product shall be at the Contractor's expense.

Quality of Work: All materials and workmanship must be subject to inspection, examination and testing by the County staff at any time. The County reserves the right to reject defective material and workmanship and require its correction at no additional cost to the County.

Non-assignment: Contractor shall neither assign nor subcontract any of the services required under this contract without prior written consent of the County.

Independent Contractor: It is understood and agreed that contractor (including contractor's employees) is an independent contractor and that no relationship of employee-employer exist between the parties hereto.

Indemnification: Contractor shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

Safety Requirements: All materials and services must comply with current California State Division of Industrial Safety orders and O.S.H.A.

Hazardous Materials: All materials subjected to the requirements of the State of California Code of Regulations, Title 8, Article 110, Section 5194, must be identified.

Safety Data Sheet (SDS): All hazardous materials must be accompanied by a SDS at the time of delivery. County of Sacramento will not accept hazardous materials without the required SDSs.

Insurance Requirement for Contractors: As per enclosed Appendix G.

Compliance with All Laws, Licenses and Permits: In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by the County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

Termination:

A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without

cause pursuant to this paragraph (A).

B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by the County as a result of mid-year budget reductions.

D. If any resulting agreement is terminated under paragraph (A) or (C) above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph (A) or (C) above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

IMPORTANT:

1. Price as per PRICING SCHEDULES for Dry-Side & Wet-Side detailed on the contract. -For inspections only per technician.
2. General Instructions and Requirements enclosed to the contract.
3. Scope of Work / Specifications enclosed to the contract.
4. Appendix G - Insurance Requirement for Contractors enclosed to the contract.
5. PWC100 Project ID 217529 update enclosed to the contract.

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00050	60,000	Each Labor-FireDrySideTest&Mtce	1.00	1 EA	60,000.00
00060	19,500	Each Materials/Parts-FireDrySideTest&Mtce	1.00	1 EA	19,500.00

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00070	17,000	Each Labor-FireWetSideTest&Mtce			
			1.00	1 EA	17,000.00
00080	5,000	Each Materials/Parts-FireWetSideTest&Mtce			
			1.00	1 EA	5,000.00

PURCHASE ORDER/CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the contractor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the contractor.
5. **HOLD HARMLESS:** The contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY CONTRACTOR:** In case of default by contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, contractor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. New Contractor shall certify that each of the following statements is true:
(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.
20. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.



**County of Sacramento
Open Item Contract**

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

**Reprint of
Open Item Contract WA00033435 /
08/25/2015**

This number must appear on all correspondence to the
Purchasing Division.

Contract number/date
WA00033435 / 08/25/2015

Issuing Officer/Telephone
Mello, Zac/916-875-6104

Signature: _____

Your Vendor number with us
634715

COSCO FIRE PROTECTION
4320 ANTHONY CT STE 8
ROCKLIN CA 95677

Vendors Contact Person: ANNA LOW
Vendors Phone Number: 916-651-1306

Vendor Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Contract Period
Valid from: 11/01/2015
Valid to: 02/28/2021

F.O.B. Dest., Freight Prepaid
Payment Terms: Due in 30 Days
Contractual maximum value: 762,500.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

Contractor Contact:
Name: Anna Low
Mobile: 916-871-0589
Office: 916-652-1306
Email: aalow@coscofire.com

IMPORTANT:

1. Price as per PRICING SCHEDULES for Dry-Side & Wet-Side detailed on the contract.
2. General Instructions and Requirements enclosed to the contract.
3. Scope of Work / Specifications enclosed to the contract.

- 4. Appendix G - Insurance Requirement for Contractors enclosed to the contract.
- 5. PWC100 Project ID 137645 update enclosed to the contract.

Revision No. 2: Issued by Zachary Mello

Temporarily extends the contract period through 2/28/2021 to allow ample time for the County to perform all aspects of a formal solicitation.

Revision No. 1: Issued by Zachary Mello

Extends the contract from 11/01/2019 through 10/31/2020; second term. Regular Time, Overtime, and Double time pricing is amended by Anna Low.

PRICING SCHEDULE

Dry-Side - Fire Alarms Systems

Fire System Panel Testing:

Schedule Work Hours M-F 7:00am-4:00pm \$120.00

Required Average Time 4 Hr

Fire System Panel Maintenance:

Schedule Work Hours M-F 7:00am-4:00pm \$106.00

Emergency Hours Outside Schedule Work Hours \$165.00

Holidays Hours \$200.00

Materials/Parts:

Discount Percentage Off List Price 10%

Mark-Up Percentage On The Discounted Price Above 15%

Software Upgrade:

Discount Percentage Off List Price 10%

Mark-Up Percentage On The Discounted Price Above 15%

Pricing must be FOB destination including inside delivery and all freight charges.

PRICING SCHEDULE

Wet-Side - Fire Sprinklers Systems

Schedule Work Hours M-F 7:00am-4:00pm \$120.00

Emergency Hours Outside Schedule Work Hours \$165.00

Holidays Hours \$200.00

Materials/Parts:

Discount Percentage Off List Price 10%

Mark-Up Percentage On The Discounted Price Above 15%

Pricing must be FOB destination including inside delivery and all freight charges.

APPENDIX E - SOLICITATION EXCEPTIONS APPLIES

This contract is established as an agreement between Cosco Fire Protection, Inc. (the Contractor) and County of Sacramento (the County) for the provision of Fire Prevention Systems Testing and Maintenance Services for the facilities of the County as per the terms and conditions under RFB8252 (RFB) which is hereby incorporated by reference and made a part of this contract.

This contract references Board Resolution Number 2015-0819.

Contract Term: In order to promote efficiency and economy, the County reserves the right to extend this contract for four additional twelve-month periods. Such extensions will be at the County's option, under the same terms and conditions, and will be subject to agreement between the Contractor and the County.

Continuance of contract: Continuance of the contract for the full period specified shall be contingent upon satisfactory performance of the products, services, and Contractor. Unsatisfactory performance, as determined by the County, may be cause for termination of any balance of the contract without

penalty to the County.

General Instructions and Requirements: The General Instructions and Requirements (ENCLOSED) included under the RFB shall remain unchanged unless the Contractor receives written approval from Contract and Purchasing Services Division of the County.

Scope of Work / Specifications: The Scope of Work / Specifications (ENCLOSED) for the Dry-Side - Fire Alarms Systems and Wet-Side - Fire Sprinkler Systems included under the RFB shall remain unchanged unless the Contractor receives written approval from Contract and Purchasing Services Division of the County.

Licenses and Permits: Contractor shall obtain and keep in effect at all times throughout the duration of this contract, all licenses and permits necessary for the Contractor's operation.

Prevailing Wage: In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

This contract includes repair services project in accordance with Section 1771.5 of the California Labor Code.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file in the office of the Clerk of the Board of Directors, Suite 2450, 700 H Street, Sacramento, CA 95814, and are also available from the California Department of Industrial Relation's internet website at <http://www.dir.ca.gov/DLSR/PWD>.

Public Works Contractor Registration: In accordance with Senate Bill 854, all contractors and subcontractors who work on a public works project must register and pay an annual fee to State of California, Department of Industrial Relations.

Prices: Contractor has agreed through its response to the RFB that the prices quoted are firm for the period of this contract. All discounts shall be applied to all County's CSO.

FOB Point: Pricing must be FOB destination including inside delivery and all freight charges.

No fuel or surcharges are accepted.

Invoices: Prepare invoices in duplicate. The County requires an original and a copy for each separate invoicing. Send invoices to the ordering departments' "bill to" addresses. If an ordering department has not provided its "bill to" address, then forward the invoice to its "ship to" address.

Each invoice shall contain, at a minimum, the following information: invoice number and date; vendor remittance address; "bill-to" and "ship-to" addresses; contract number; CSO number ; item description; unit prices and extensions; applicable sales tax; and, an invoice total.

Interest and Late Charges: In the State of California, government agencies are not allowed to pay excess interest and late charges. Pursuant to Government Code Section 926.10, interest or late charges shall not exceed six percent per annum. Such charges commence the 61st day from the receipt date of the original undisputed invoice.

Unrestricted quantities: The County is not limited to purchase all of its requirements from this contract.

Changes: The County reserves the right to add, delete or change services needs under this contract and may do so upon giving written notification to the Contractor. If these changes cause an increase or a reduction in the cost of this contract, the said cost shall be adjusted and, when agreed upon, incorporated into the contract.

Product Warranty: All products supplied shall be warranted against defects in material and workmanship for period of not less than a year or the industry standard. The cost of replacing any defective product shall be at the Contractor's expense.

Quality of Work: All materials and workmanship must be subject to inspection, examination and testing by the County staff at any time. The County reserves the right to reject defective material and workmanship and require its correction at no additional cost to the County.

Non-assignment: Contractor shall neither assign nor subcontract any of the services required under this contract without prior written consent of the County.

Independent Contractor: It is understood and agreed that contractor (including contractor's employees) is an independent contractor and that no relationship of employee-employer exist between the parties hereto.

Indemnification: Contractor shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

Safety Requirements: All materials and services must comply with current California State Division of Industrial Safety orders and O.S.H.A.

Hazardous Materials: All materials subjected to the requirements of the State of California Code of Regulations, Title 8, Article 110, Section 5194, must be identified.

Safety Data Sheet (SDS): All hazardous materials must be accompanied by a SDS at the time of delivery. County of Sacramento will not accept hazardous materials without the required SDSs.

Insurance Requirement for Contractors: As per enclosed Appendix G.

Compliance with All Laws, Licenses and Permits: In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by the County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

Termination:

A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. County may terminate any resulting agreement for cause immediately upon giving written notice

to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by the County as a result of mid-year budget reductions.

D. If any resulting agreement is terminated under paragraph (A) or (C) above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph (A) or (C) above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

IMPORTANT:

1. Price as per PRICING SCHEDULES for Dry-Side & Wet-Side detailed on the contract.
2. General Instructions and Requirements enclosed to the contract.
3. Scope of Work / Specifications enclosed to the contract.
4. Appendix G - Insurance Requirement for Contractors enclosed to the contract.
5. PWC100 Project ID 137645 update enclosed to the contract.

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00050	485,000	Each Labor-FireDrySideTest&Mtce	1.00	1 EA	485,000.00
00060	50,000	Each Materials/Parts-FireDrySideTest&Mtce	1.00	1 EA	50,000.00
00070	210,000	Each Labor-FireWetSideTest&Mtce	1.00	1 EA	210,000.00
00080	17,500	Each Materials/Parts-FireWetSideTest&Mtce	1.00	1 EA	17,500.00

PURCHASE ORDER/CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the contractor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the contractor.
5. **HOLD HARMLESS:** The contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY CONTRACTOR:** In case of default by contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, contractor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. New Contractor shall certify that each of the following statements is true:
(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.
20. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.



**County of Sacramento
Open Item Contract**

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

Your Vendor number with us
622676

JOHNSON CONTROLS FIRE PROTECTION LP
4650 BELOIT DR
SACRAMENTO CA 95838-2426

Vendors Contact Person: Shawn Dorrrough
Vendors Phone Number: 206-669-7182

Vendor Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

**Reprint of
Open Item Contract WA00038448 /
06/07/2019**

This number must appear on all correspondence to the
Purchasing Division.

Contract number/date
WA00038448 / 06/07/2019

Issuing Officer/Telephone
Mello, Zac/916-875-6104

Signature: _____

Contract Period
Valid from: 06/07/2019
Valid to: 02/28/2021

F.O.B. Dest., Freight Prepaid
Payment Terms: Due in 30 Days
Contractual maximum value: 82,000.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

CONTRACT AMENDMENTS:

- iii. Revision Issued on 04/15/2020 by Zachary Mello
Extends the contract period through October 31, 2020. Pricing shall remain the same per Michelle Zeno.
- ii. 6/7/2019 Contract Amendment:
WA00033433 with SIMPLEXGRINNELL VALIDITY START 11/1/2015 and END 6/6/2019
- i. WA00038448 with JOHNSON CONTROLS FIRE PROTECTION LP START 6/7/2019 and END 10/31/2019
Due to the change of Contractor Name ONLY

ALL THE CONTRACT DETAILS REMAIN THE SAME

Contractor Contact:

Name: Shawn Dorrrough
Mobile: 206-669-7182
Office: 916-283-0312 X2312
Email: sdorrrough@simplexgrinnell.com

Michelle Zeno
Customer Care Representative - Fire Domain Sacramento
Mobile: 279-200-2086
Office: 916-283-2984
Email: Michelle.zeno@jci.com

IMPORTANT:

1. Price as per PRICING SCHEDULES for Dry-Side & Wet-Side detailed on the contract.
2. General Instructions and Requirements enclosed to the contract.
3. Scope of Work / Specifications enclosed to the contract.
4. Appendix G - Insurance Requirement for Contractors enclosed to the contract.
5. PWC100 Project ID 137644 update enclosed to the contract.

Revision No. 2: Issued by Zachary Mello

Temporarily extends the contract period through 2/28/2021 to allow ample time for the County to perform all aspects of a formal solcitation.

PRICING SCHEDULE

Dry-Side - Fire Alarms Systems
 Fire System Panel Testing:
 Schedule Work Hours M-F 7:00am-4:00pm \$112.50
 Required Average Time Approx.12 Device/Hr
 Fire System Panel Maintenance:
 Schedule Work Hours M-F 7:00am-4:00pm \$150.00
 Emergency Hours Outside Schedule Work Hours \$225.00
 Holidays Hours \$300.00
 Materials/Parts:
 Discount Percentage Off List Price 20%
 Mark-Up Percentage On The Discounted Price Above 15%
 Software Upgrade:
 Discount Percentage Off List Price 20%
 Mark-Up Percentage On The Discounted Price Above 15%
 Pricing must be FOB destination including inside delivery and all freight charges.

PRICING SCHEDULE

Wet-Side - Fire Sprinklers Systems
 Schedule Work Hours M-F 7:00am-4:00pm \$115.00
 Emergency Hours Outside Schedule Work Hours \$172.50
 Holidays Hours \$230.00
 Materials/Parts:
 Discount Percentage Off List Price 20%
 Mark-Up Percentage On The Discounted Price Above 15%

Pricing must be FOB destination including inside delivery and all freight charges.

This contract is established as an agreement between SimplexGrinnell (the Contractor) and County of Sacramento (the County) for the provision of Fire Prevention Systems Testing and Maintenance Services for the facilities of the County as per the terms and conditions under RFB8252 (RFB) which is hereby incorporated by reference and made a part of this contract.

This contract references Board Resolution Number 2015-0819.

Contract Term: In order to promote efficiency and economy, the County reserves the right to extend this contract for four additional twelve-month periods. Such extensions will be at the County's option, under the same terms and conditions, and will be subject to agreement between the Contractor and the County.

Continuance of contract: Continuance of the contract for the full period specified shall be contingent upon satisfactory performance of the products, services, and Contractor. Unsatisfactory performance, as determined by the County, may be cause for termination of any balance of the contract without penalty to the County.

General Instructions and Requirements: The General Instructions and Requirements (ENCLOSED) included under the RFB shall remain unchanged unless the Contractor receives written approval from Contract and Purchasing Services Division of the County.

Scope of Work / Specifications: The Scope of Work / Specifications (ENCLOSED) for the Dry-Side - Fire Alarms Systems and Wet-Side - Fire Sprinkler Systems included under the RFB shall remain unchanged unless the Contractor receives written approval from Contract and Purchasing Services Division of the County.

Licenses and Permits: Contractor shall obtain and keep in effect at all times throughout the duration of this contract, all licenses and permits necessary for the Contractor's operation.

Prevailing Wage: In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

This contract includes repair services project in accordance with Section 1771.5 of the California Labor Code.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file in the office of the Clerk of the Board of Directors, Suite 2450, 700 H Street, Sacramento, CA 95814, and are also available from the California Department of Industrial Relation's internet website at <http://www.dir.ca.gov/DLSR/PWD>.

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Invoices: Prepare invoices in duplicate. The County requires an original and a copy for each separate invoicing. Send invoices to the ordering departments' "bill to" addresses. If an ordering department has not provided its "bill to" address, then forward the invoice to its "ship to" address.

Each invoice shall contain, at a minimum, the following information: invoice number and date; vendor remittance address; "bill-to" and "ship-to" addresses; contract number; CSO number ; item description; unit prices and extensions; applicable sales tax; and, an invoice total.

Interest and Late Charges: In the State of California, government agencies are not allowed to pay excess interest and late charges. Pursuant to Government Code Section 926.10, interest or late charges shall not exceed six percent per annum. Such charges commence the 61st day from the receipt date of the original undisputed invoice.

Unrestricted quantities: The County is not limited to purchase all of its requirements from this contract.

Changes: The County reserves the right to add, delete or change services needs under this contract and may do so upon giving written notification to the Contractor. If these changes cause an increase or a reduction in the cost of this contract, the said cost shall be adjusted and, when agreed upon, incorporated into the contract.

Product Warranty: All products supplied shall be warranted against defects in material and workmanship for period of not less than a year or the industry standard. The cost of replacing any defective product shall be at the Contractor's expense.

Quality of Work: All materials and workmanship must be subject to inspection, examination and testing by the County staff at any time. The County reserves the right to reject defective material and workmanship and require its correction at no additional cost to the County.

Non-assignment: Contractor shall neither assign nor subcontract any of the services required under this contract without prior written consent of the County.

Independent Contractor: It is understood and agreed that contractor (including contractor's employees) is an independent contractor and that no relationship of employee-employer exist between the parties hereto.

Indemnification: Contractor shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

Safety Requirements: All materials and services must comply with current California State Division of Industrial Safety orders and O.S.H.A.

Hazardous Materials: All materials subjected to the requirements of the State of California Code of Regulations, Title 8, Article 110, Section 5194, must be identified.

Safety Data Sheet (SDS): All hazardous materials must be accompanied by a SDS at the time of delivery. County of Sacramento will not accept hazardous materials without the required SDSs.

Insurance Requirement for Contractors: As per enclosed Appendix G.

Compliance with All Laws, Licenses and Permits: In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by the County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

Termination:

A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by the County as a result of mid-year budget reductions.

D. If any resulting agreement is terminated under paragraph (A) or (C) above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph (A) or (C) above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

IMPORTANT:

1. Price as per PRICING SCHEDULES for Dry-Side & Wet-Side detailed on the contract.
2. General Instructions and Requirements enclosed to the contract.
3. Scope of Work / Specifications enclosed to the contract.
4. Appendix G - Insurance Requirement for Contractors enclosed to the contract.
5. PWC100 Project ID 137644 update enclosed to the contract.

6/7/2019 Contract Amendment:

WA00033433 with SIMPLEXGRINNELL VALIDITY START 11/1/2015 and END 6/6/2019

WA00038448 with JOHNSON CONTROLS FIRE PROTECTION LP START 6/7/2019 and END 10/31/2019

Due to the change of Contractor Name ONLY
ALL THE CONTRACT DETAILS REMAIN THE SAME

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00010	40,000	Each Labor-FireDrySideTest&Mtce	1.00	1 EA	40,000.00
Fire Prevention Systems Testing and Maintenance Services					
00020	1,000	Each Materials/Parts-FireDrySideTest&Mtce	1.00	1 EA	1,000.00
00030	40,000	Each Labor-FireWetSideTest&Mtce	1.00	1 EA	40,000.00
00040	1,000	Each Materials/Parts-FireWetSideTest&Mtce	1.00	1 EA	1,000.00

PURCHASE ORDER/CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the contractor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the contractor.
5. **HOLD HARMLESS:** The contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY CONTRACTOR:** In case of default by contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, contractor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. New Contractor shall certify that each of the following statements is true:
(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.
20. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
David Villanueva, Deputy County Executive
Administrative Services

From: Jeffrey A. Gasaway, Director
Department of General Services

Subject: Approve A Five-Year Extension To Parking Access Revenue Control System Network Hosting Services Agreement With The City Of Sacramento And Authorize The Director Of General Services To Execute Supplemental Agreement For The Period Of July 1, 2021 Through June 30, 2026

District(s): All

RECOMMENDED ACTION

Approve the attached Resolution:

1. Approving a five-year term extension for County of Sacramento's (County) Parking Access Revenue Control System (PARCS) Network Hosting Services Agreement with the City of Sacramento (City) for County's public parking garage at 725 7th Street (Downtown Garage).
2. Authorizing the Director of the Department of General Services (DGS) or designee to execute the five-year Network Hosting Services Agreement Supplemental (Attachment 1) through June 30, 2026 with an effective date of July 1, 2021.

BACKGROUND

On July 26, 2016, the Board of Supervisors (Board) approved Resolution 2016-0569, which authorized the Director of DGS to finalize and execute two agreements with the City: a network hosting services agreement and a PARCS agreement. On August 9, 2016, the Network Hosting Services Agreement (Agreement) with the City was fully executed with a five-year term. However, the Board letter and the Board Resolution did not specify the five-year agreement term. On August 8, 2017, the Board approved Resolution No. 2017-0559, with retroactive approval of the five-year term of the Agreement with the City and authorized the Director of DGS to

Approve A Five-Year Extension To Parking Access Revenue Control System Network Hosting Services Agreement With The City Of Sacramento And Authorize The Director Of General Services To Execute Supplemental Agreement For The Period Of July 1, 2021 Through June 30, 2026
Page 2

retroactively execute the Agreement (Attachment 2). The term of the Agreement will end on June 30, 2021.

The Director of DGS is seeking Board approval to extend the Agreement with the City by an additional five-year term, per Section 2 of the Agreement. The County does not have an immediate plan to develop and implement its own network hosting services for County's public parking lot that operates using PARCS. The extension of the Agreement with the City will allow County to continue to obtain ongoing network and technical support needed for daily parking lot operations using PARCS. Approval and execution of the Network Hosting Services Agreement Supplemental (Supplemental) is required to extend the term of the Agreement. The Supplemental extends the Agreement by an additional five-year term but does not change any other terms or conditions of the Agreement.

CHARTER SECTION 71-J

71-J analysis is done when contract authority is requested. County Counsel reviews 71-J analysis of all contracts.

FINANCIAL ANALYSIS

The monthly network hosting service fee for Fiscal Year 2020-21 is \$5,190.91. Pursuant to Section 4 of the Agreement, the fee is subject to increase at a rate equal to the most recent Consumer Price Index prior to the annual renewal date. DGS has included \$62,300 in its Fiscal Year 2020-21 Adopted Budget.

Attachments:

RES – Resolution

ATT 1 – Network Hosting Services Agreement Supplemental

ATT 2 – Network Hosting Services Agreement

RESOLUTION NO. _____

APPROVE A FIVE-YEAR EXTENSION TO PARKING ACCESS REVENUE CONTROL SYSTEM NETWORK HOSTING SERVICES AGREEMENT WITH THE CITY OF SACRAMENTO AND AUTHORIZE THE DIRECTOR OF GENERAL SERVICES TO EXECUTE SUPPLEMENTAL AGREEMENT FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2026

WHEREAS, on July 26, 2016, the Board of Supervisors (Board) approved Resolution No. 2016-0569, which authorized the Director of the Department of General Services (DGS) to finalize and execute two agreements with the City of Sacramento (City); a network hosting services agreement and the Parking Access Revenue Control System (PARCS) procurement and installation for the public garage at 725 7th Street (Downtown Garage); and

WHEREAS, the Network Hosting Services Agreement (Agreement) with the City was finalized and executed on August 9, 2016 and the executed Agreement included a five-year term that ends on June 30, 2021; and

WHEREAS, upon further research, it was determined that the Board-approved Resolution No. 2016-0569 did not specify or approve the five-year agreement term; and

WHEREAS, on August 8, 2017, Board approved Resolution No. 2017-0559, for retroactive approval of five-year term of the Network Hosting Services Agreement with the City and authorized the Director of DGS to retroactively execute the Agreement; and

WHEREAS, the County of Sacramento (County) would like to extend the Network Hosting Services Agreement with the City by an additional five-year term through execution of the Network Hosting Services Agreement Supplemental (Supplemental) developed by the City and the County; and

WHEREAS, the provisions of Section 71-J of the Sacramento County Charter (Section 71-J) are not applicable to the Network Hosting Services Agreement and the Supplemental.

BE IT RESOLVED AND ORDERED that the Board approves the Network Hosting Services Agreement Supplemental that extends the

Approve A Five-Year Extension To Parking Access Revenue Control System Network Hosting Services Agreement With The City Of Sacramento And Authorize The Director Of General Services To Execute Supplemental Agreement For The Period Of July 1, 2021 Through June 30, 2026
Page 2

Agreement with the City of Sacramento by an additional five-year term that ends on June 30, 2026.

BE IT FURTHER RESOLVED AND ORDERED, that the Director of DGS or designee be and is hereby authorized to execute the Network Hosting Services Agreement Supplemental on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with the City of Sacramento, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

Network Hosting Services Agreement Supplemental

SUPPLEMENTAL CONTRACT

**Project Title and Job Number: County PARCS Network Hosting Agreement
Agreement #: 2016-0945**

**Date: December 8, 2020
Contract Supplement No.: 1**

The City of Sacramento ("City") and County of Sacramento ("County"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2016-0945, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. Section 2. Term of the Agreement is supplemented as follows:

The initial term of this Agreement is set to expire June 30, 2021. The parties hereby extend the Agreement from July 1, 2021 through June 30, 2026. Upon expiration of this extension to June 30, 2026, the Agreement will expire.

2. The monthly fee amount that County pays to City, as specified in Section 4 of the Agreement, is not changed.

3. County warrants and represents that the person or persons executing this contract supplement on behalf of County has or have been duly authorized by County to sign this contract supplement and bind County to the terms hereof.

4. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and City shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contractsupplement.

COUNTY OF SACRAMENTO

CITY OF SACRAMENTO

By:

Jeff Gasaway, Director of General Services

By:

Ryan Moore, Director of Public Works

Approved as to Form:

Approved as to Form:

Deputy County Counsel

Deputy City Attorney

ATTEST:

Board Resolution 2016-0569

ATTEST:

By:

Clerk of the Board of Supervisors

By:

City Clerk

**PARKING SERVICES AGREEMENT
FOR COUNTY PARCS NETWORK HOSTING SERVICES**

THIS AGREEMENT is made as of 8-9, 2016 ("**Effective Date**") by and between the **CITY OF SACRAMENTO**, a municipal corporation ("**City**") and **COUNTY OF SACRAMENTO**, a political subdivision of the State of California ("**County**")

BACKGROUND

- A. In 2015 City entered into contract with Amano McGann, Inc. ("Vendor") for the purchase and installation of a Parking Access and Revenue Control System ("**PARCS**"). The new PARCS network links the City's five parking facilities and is expandable to accommodate over 50 additional parking facilities and integrate other PARCS.
- B. County owns and operates several parking structures in Downtown Sacramento and has reached a separate agreement with City to purchase install, and deploy a PARCS through City's contract with Amano McGann.
- C. County desires to integrate with the City's PARCS and hire City to provide ongoing network and technical support, project management, and PARCS oversight for the County lot.

NOW THEREFORE, City and County hereby agree as follows:

- 1. **Parking Lot**—The terms of this Agreement apply to the County-owned parking lot described below:
 - a. The County of Sacramento Public Parking Garage ("Public Lot") is located at 725 7th Street in downtown Sacramento. It occupies the whole block and is surrounded by 7th and 8th Streets on the west and east sides and G and H Streets on the north and south sides (Assessor's Parcel Number 002-0143-017-0000).
- 2. **Term**—The term of this Agreement commences on the Effective Date and will terminate June 30, 2021. Upon mutual written consent by both parties, Agreement may be extended to June 30, 2026. Such written consent shall be completed no later than 180 days prior to the expiration of the first term.
- 3. **Network Integration Services**—County's PARCS that will be installed in the Public Lot will operate through the City's network datacenter. City shall start providing these services to County upon installation of County's PARCS.
 - a. **Network Infrastructure Requirements**—Vendor shall procure and install all networking hardware and software used to connect County's Public Lot to the City's network datacenter. City shall secure all networking hardware and software used to connect the County's PARCS to the City's network datacenter. County shall meet the minimum information technology infrastructure requirements to ensure proper integration and operation with the City's PARCS network:

2016-0945

With: County of Sacramento

Title: County PARCS Network Housing Agreement

- i. **Communications Bandwidth**—A telecommunications fiber circuit with a minimum committed information rate of 100 Mbps.
- ii. **Network Connections**— City will be responsible for all connectivity from the point of County’s network edge outward to City’s endpoint. Sufficient internal conduit and fiber in the Public Lot to connect to the City’s fiber ring.

Network Support—County network support is “best efforts” after hours and on weekends. City to provide event calendar to County 60 days in advance, identifying each event for which PARCS system will require access to PARCS remote endpoint via County network. County agrees to have network staff on standby during event to guarantee City has access to County network support if connectivity issues arise. City, at County’s expense, is responsible for the connection to and the extension of the County network edge, including fiber splicing, termination and conduit placement for any necessary physical cable plant extension.

- b. **Server Requirements**—City shall provide back office services in a secure data center, to include hardware and software, to meet specifications as documented by PARCS vendor.
 - i. City shall provide network and technical support, project management and PARCs oversight.
4. **Fee**—On or before the first day of each month County will pay City, in advance, four thousand seven hundred (\$4,700) dollars (“Fee”). Fee is for connecting the Public Lot within the scope of services as of the service commencement date described in Section 3. The Fee includes all costs to support PARCs network enterprise including afterhours emergency response of City resulting from any network failure or outage, and County shall not be responsible for any additional costs to City or any other party or vendor above the Fee. Payment will be made at 300 Richards Blvd., 2nd Floor, Sacramento, CA 95811 or at such other location as City may designate to County in writing. Each year, on the anniversary of the Effective Date, the Fee will increase at a rate equal to the most recent Consumer Price Index published prior to the anniversary date. City shall provide County with an invoice at least three weeks in advance of the date that each monthly payment is due.
5. **Limitation of Liability**—In no event shall either party be liable to the other for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of City’s services or integration with City’s PARCS network.
6. **Insurance**—Each Party, at its sole cost and expense, must carry insurance or self-insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or equivalent programs of self-insurance, for general liability, workers’ compensation, property and professional liability to

cover its potential liabilities hereunder. Each Party agrees to provide 30 days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage. If either Party fails to maintain insurance as required in this Agreement.

7. **Indemnity**—Each party hereto (hereafter “Indemnifying Party”) must indemnify, defend and hold harmless the other party, and their respective officers, elected officials, agents and employees, from and against any and all loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from or relating to any negligent or intentional act or omission of the Indemnifying Party, its officers, agents or employees which occurs in the performance of or otherwise in connection with this Agreement, but only in proportion to and to the extent caused by the negligent or intentional acts or omissions of Indemnifying Party, its officers, agents or employees.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

8. **Notices**—All notices and other communications under this Agreement must be in writing and are deemed to have been given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage paid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Section.

To County: Sacramento County
Attn: Director of General Services
9660 Ecology Lane
Sacramento, CA 95827

To City: Parking Services Division
Attn: Parking Services Manager
300 Richards Blvd
2nd Floor
Sacramento, CA 95811

9. **Integration**—This Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.
10. **Governing Law**—The interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the state the Agreement is signed. The parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Sacramento, California.
11. **Severability**—If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement will remain in effect.
12. **Waiver**—Waiver by any party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
13. **Modification**—No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing signed by the authorized representatives of the parties hereto.
14. **Captions**—The headings or captions to the Articles of this Agreement are not a part of the Agreement and will have no effect upon the construction or interpretation of any part thereof.
15. **Counterparts**—This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same.
16. **Assignment**—No party may assign its interest in the Agreement without the prior written consent of the other Party.
17. **Construction**—City and County have had the opportunity to participate in the drafting of, and have legal review of, this document. No portion of the document shall be construed against any party to this Agreement.
18. **Interpretation**—Unless otherwise explicitly stated, a standard of reasonableness shall be applied to all terms of this Agreement, including but not limited to obligations and actions by any party.


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

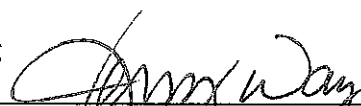
COUNTY OF SACRAMENTO, a
political subdivision of the State of
California

CITY OF SACRAMENTO, a charter
municipal corporation

COUNTY OF SACRAMENTO

CITY OF SACRAMENTO

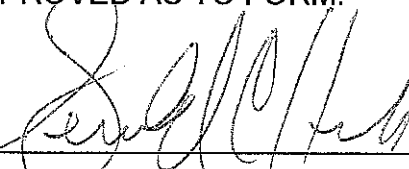
By: 
Michael Morse, Director of General Services

By: 
Jerry Way, Director of Public Works


APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
County Counsel

By: 
Deputy City Attorney

ATTN: Board Resolution 2016-0569
July 26, 2016
By: _____
Clerk of the Board of Supervisors

ATTEST:
By: 
City Clerk 8-9-16

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
David Villanueva, Deputy County Executive
Administrative Services

From: Jeffrey A. Gasaway, Director
Department of General Services

Subject: Authorize The Execution Of Lease Agreement No. 1873 For
The Sacramento Sheriff's Office At 3750 Bradview Drive
Environmental Document: Categorical Exemption (Control
No. PLER2020-00082)

District(s): Nottoli

RECOMMENDED ACTION

1. Adopt the Resolution authorizing the Director of the Department of General Services (DGS) or designee to:
 - a. Execute Lease Agreement No. 1873 (Lease) on behalf of the County of Sacramento (County), for a five-year term with an option for early termination after year three; and
 - b. To sign other ancillary documents as required, and to do and perform everything necessary to carry out the purpose of the Resolution.
2. Direct the Clerk of the Board of Supervisors to provide DGS with four executed copies of the original certified Resolution.

BACKGROUND

The Sacramento Sheriff's Office (SSO) has occupied 25,880 square feet of office and storage space at 3750 Bradview Drive, in the unincorporated area of the County, since March 1992. There have been no Board of Supervisors' (Board) actions for this location since 2012, when the Board approved Resolution No. 2012-0299 authorizing execution of the current eight-year lease agreement. The current lease, Lease Agreement No. 1791, expired on May 31, 2020, and is in holdover status.

SSO continues to require space at this location as its Property Warehouse and Identification Lab. The Vicinity Map is attached (Attachment 1). The new five-year Lease (Attachment 2) will commence on January 1, 2021, and is cancellable after year three by giving written notice to the lessor.

The Lease has been reviewed and approved by County Counsel, approved as to terms and conditions by the SSO, and executed by the lessor.

The Office of Planning and Environmental Review completed an environmental review of this location and issued a Notice of Exemption, Control No. PLER2020-00082 (Attachment 3).

FINANCIAL ANALYSIS

The monthly rent under the current lease is \$18,371.89, or approximately \$0.71 per square foot (psf). If the lease were to remain in holdover status the rent would increase by 3 percent annually on June 1st of each year. The proposed rental rate for the Lease is \$0.71 psf or \$18,374.80 per month, and escalates thereafter by \$0.02 annually, approximately 2.8 percent, throughout the remainder of the Lease's term length. In addition to the proposed rental rate, SSO will continue to pay for electrical, gas, janitorial, refuse, and limited landscape service. The lessor will be responsible for water, sewer, heating, ventilating, and cooling services, and maintenance of the site.

Although the rent increases slightly under the proposed Lease, savings will be realized due to the lower annual escalations in rent under the proposed Lease compared to the holdover escalations of the current lease. Under the proposed Lease, SSO will realize a net savings of \$533.70 in Fiscal Year 2020-21 and \$4,041.05 in Fiscal Year 2021-22, with total savings in excess of \$25,500.00 over the five-year proposed Lease term, when compared to remaining in holdover status under the current lease.

Appropriations for the lease costs are included in SSO's Fiscal Year 2020-21 Adopted Budget.

The rent schedule is as follows:

Term In Months	Base Rental Rate*	Total Monthly Rent
01-12	\$0.71	\$18,374.80
13-24	\$0.73	\$18,892.40
25-36	\$0.75	\$19,410.00
37-48	\$0.77	\$19,927.60
49-60	\$0.79	\$20,445.20

* The Base Rental Rate reflects an annual escalation rate of \$0.02.

Authorize The Execution Of Lease Agreement No. 1873 For The Sacramento Sheriff's Office At 3750 Bradview Drive
Environmental Document: Categorical Exemption (Control No. PLER2020-00082)
Page 3

Attachments:

- RES – Resolution
- ATT 1 – Vicinity Map
- ATT 2 – Lease Agreement No. 1873
- ATT 3 – Notice of Exemption

RESOLUTION NO. _____

**AUTHORIZE THE EXECUTION OF LEASE AGREEMENT NO. 1873 FOR
THE SACRAMENTO SHERIFF'S OFFICE AT 3750 BRADVIEW DRIVE
ENVIRONMENTAL DOCUMENT: CATEGORICAL EXEMPTION
(CONTROL NO. PLER2020-00082)**

BE IT RESOLVED AND ORDERED that the Director of the Department of General Services or designee be and is hereby authorized to execute Lease Agreement No. 1873 on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with WEBER HOMES, INC, a California corporation, to sign other ancillary documents as required, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

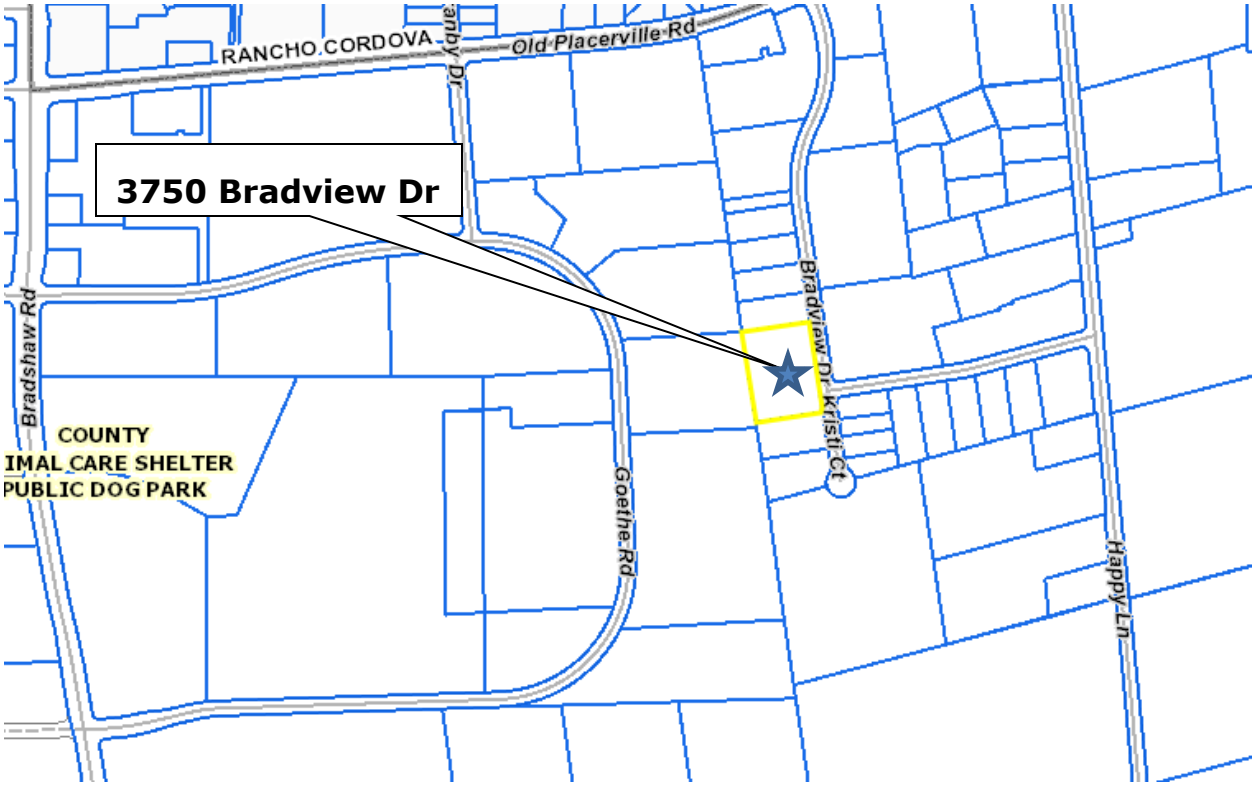
(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

ATTACHMENT 1
Vicinity Map

For the Agenda of:
December 8, 2020

3750 Bradview Drive, Sacramento, CA 95827



LEASE 1873

COUNTY OF SACRAMENTO

**3750 BRADVIEW DRIVE
SACRAMENTO, CALIFORNIA 95827**

On Behalf Of:

SACRAMENTO SHERIFF'S OFFICE

Prepared By:

Todd Wixom, Real Estate Officer II

**Nick Lavoie, Program Manager
Real Estate Division**

LEASE 1873

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- EXHIBIT "A" – PROPOSED SPACE PLAN**
- EXHIBIT "B" – CONSTRUCTION SPECIFICATIONS**
- EXHIBIT "C" – JANITORIAL SPECIFICATIONS – Not Used**
- EXHIBIT "D" – LEGAL DESCRIPTION**
- EXHIBIT "E" – MAINTENANCE TIMELINES**

**LEASE AGREEMENT
3750 BRADVIEW DRIVE, SACRAMENTO, CALIFORNIA 95827
LEASE 1873**

THIS LEASE AGREEMENT (the "Lease") is made between WEBER HOMES INC, a California corporation (LESSOR) and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (LESSEE), and shall be effective upon the date it is approved by the County of Sacramento Board of Supervisors as set forth on the signature page hereof (the "Effective Date").

ARTICLE 1 – LEASED PREMISES

1.1 LEASED PREMISES. In consideration of the Rent hereinafter reserved and the covenants hereinafter contained, LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the following described property, collectively referred to hereinafter as the "Leased Premises": a mutually agreed area of approximately 25,880 square feet in the building located at 3750 Bradview Drive, Sacramento, California 95827 as more particularly shown on Exhibit "A", attached hereto and made a part hereof by reference, and as described in the attached Exhibit "D", together with the exclusive right to use that portion of the parking area designated "Exclusive Parking" on Exhibit "A", and the access drives and other parking rights as are contained in this Lease.

The Leased Premises consists of public lobby areas and non-public secured areas controlled by an electronic access controls system. Access to the public lobby areas of the Leased Premises after hours, or to the secured areas of the Leased Premises at any time, shall be restricted by LESSEE. These areas of restricted access shall hereinafter collectively be referred to as the "Restricted Area".

ARTICLE 2 – TERM

2.1 TERM COMMENCEMENT. The term of this Lease (the "Term") shall commence and LESSEE's obligation to pay Rent shall accrue on January 1, 2021 (the "Commencement Date").

2.2 EXPIRATION. Unless sooner terminated as herein provided, the Term shall expire and end at 12:00 o'clock midnight, local time, on the last day of the calendar month which completes five (5) full years from the Commencement Date (the "Expiration Date").

2.3 OPTIONAL TERM. *Intentionally omitted.*

- 2.4 EARLY TERMINATION.** LESSEE shall have the option to terminate this Lease, which termination shall not be effective until after the third (3rd) year of the Term, by giving written notice of that intention and identifying the early termination date to LESSOR at least sixty (60) days prior thereto. The County of Sacramento's Director of the Department of General Services, or designee (the "Director") is authorized, on behalf of LESSEE, to execute and deliver the written notice provided for herein.
- 2.5 HOLDOVER.** LESSEE shall have the option to hold possession of the Leased Premises after the Expiration Date upon the same terms and conditions, except for the monthly rental rate, which shall continue to escalate annually at \$0.02, consistent with the escalation provision specified in Article 4 of this Lease. In the event LESSEE remains in possession of the Leased Premises after the Expiration Date, either party may terminate the tenancy by giving a sixty (60) day written notice to the other. The Director is authorized, on behalf of LESSEE, to execute and deliver the written notice provided for herein.
- 2.6 SURRENDER OF LEASED PREMISES.** With specific regard to surrendering the Leased Premises:
- A.** LESSEE shall return the Leased Premises to LESSOR in "broom clean" condition, free of all personal property, debris and garbage, with no additional liability or cost therefore to LESSEE.
 - B.** All improvements, fixtures, partitions, or other alterations made or installed within the Leased Premises by either LESSEE or LESSOR, and paid for by LESSEE, are and shall remain the property of LESSEE. LESSEE shall have the right to remove the improvements, fixtures, partitions, and other alterations at LESSEE's sole cost and expense. LESSEE shall repair any damage to the Leased Premises resulting from the removal of any improvements, fixtures, partitions, or other alterations.
 - C.** LESSEE shall, at its election, have the right to abandon its improvements, fixtures, partitions, and other alterations, in place without further liability therefore to LESSOR.

ARTICLE 3 – IMPROVEMENTS

- 3.1 IMPROVEMENTS IN GENERAL.** *Intentionally Omitted*
- 3.2 COST AND PAYMENT OF IMPROVEMENTS.** *Intentionally Omitted*

3.3 DESIGN DEVELOPMENT. *Intentionally Omitted*

3.4 CONSTRUCTION STANDARDS. LESSOR shall, at its sole cost and expense, comply with the following:

- A.** Compliance. In addition to those specifications set forth in Exhibits "A" and "B", any improvements shall comply in all respects with all laws, regulations, rules, and ordinances, whether city, county, state, or federal, as are, from time to time, applicable to the construction of the Leased Premises. This shall include compliance with the current requirements of the appropriate governmental building inspection department concerning the improvements.
- B.** Codes and Standards. Ensure, throughout the Term and any extensions thereof, that all areas of the Leased Premises requiring accessibility for use by disabled persons, as required by the California Building Code (CBC) and the Americans with Disabilities Act (ADA), remain in full compliance of the CBC and ADA, to include but not limited to: building access and entrances, door pressure, exterior and interior signage, restrooms, fixtures, drinking fountains, elevators, and handrails.

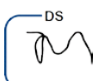
3.5 STATEMENT REGARDING A CERTIFIED ACCESS SPECIALIST. Pursuant to California Civil Code §1938, LESSOR states that the Leased Premises:

 X Have not undergone an inspection by a Certified Access Specialist (CASp).

 Have undergone an inspection by a CASp and it was determined that the Leased Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.

 Have undergone an inspection by a CASp and it was determined that the Leased Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject



premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

- 3.6 ASBESTOS.** The remediation of asbestos containing materials will be performed in accordance with Paragraph 7.12 below.
- 3.7 PREVAILING WAGES.** If any work to be performed by LESSOR hereunder is a public work as defined in California Labor Code Section 1720.2, then LESSOR must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code.
- 3.8 TIME OF COMPLETION.** *Intentionally Omitted*
- 3.9 OCCUPANCY.** *Intentionally Omitted*
- 3.10 LIQUIDATED DAMAGES.** *Intentionally Omitted*

ARTICLE 4 – RENT

- 4.1 MONTHLY RENT.** The monthly rental rate (the "Rent") during the Term of this Lease shall be as shown below. The Rent shall be payable in arrears.

Term In Months	Base Rental Rate*	Total Monthly Rent***
01-12	\$0.71	\$18,374.80
13-24	\$0.73	\$18,892.40
25-36	\$0.75	\$19,410.00
37-48	\$0.77	\$19,927.60
49-60	\$0.79	\$20,445.20

* The Base Rental Rate reflects an annual escalation rate of \$0.02

- 4.2 OPTIONAL TERM RENT.** *Intentionally omitted.*

ARTICLE 5 – TAXES AND ASSESSMENTS

- 5.1 TAXES AND ASSESSMENTS.** LESSOR shall pay all Real Estate Taxes assessed against the Leased Premises, and any other assessments of whatever character which may become a lien against said Leased Premises.
- 5.2 REAL ESTATE TAXES DEFINED.** The term "Real Estate Taxes" means all taxes, rates, and assessments, general or special, levied or imposed with respect to the land, the Leased Premises, or the improvements constructed thereon (including all taxes, rates and assessments, general or special, levied or imposed for school, public betterment and/or general or local improvements). If the system of real estate taxation is altered or varied, and any new tax or levy is levied or imposed on said Leased Premises, or LESSOR, in substitution for or modification of Real Estate Taxes presently levied or imposed in the jurisdiction where the Leased Premises is located, then such new tax or levy shall be included within the term "Real Estate Taxes".

ARTICLE 6 – UTILITY AND SERVICE PAYMENTS

- 6.1 GAS AND ELECTRICITY.** LESSEE shall pay all gas and electricity utility charges for heating, cooling, and lighting purposes and operation of all LESSEE office equipment, inclusive of LESSEE's computers and computer-related equipment, used on the Leased Premises.
- 6.2 REMOVAL OF GARBAGE, WASTE AND RECYCLABLE MATERIALS.** LESSEE shall, furnish regular and adequate garbage, waste and recyclable material removal services to the Leased Premises.
- 6.3 SEWER AND WATER.** LESSOR shall furnish, without additional charge, sewer and water service to the Leased Premises.
- 6.4 JANITORIAL SERVICE.** LESSEE shall furnish all necessary janitorial service to the Leased Premises
- 6.5 FAILURE TO MAKE PAYMENT.** In the event LESSOR fails to pay any of the charges, rates, or payments for the aforementioned utilities and services when due, LESSEE may, at LESSEE's option, pay the outstanding charge, rate, fee, or payment, including LESSEE stafftime, and deduct said amount from the Rent to accrue.

ARTICLE 7 – MAINTENANCE AND REPAIR

- 7.1 LESSOR'S MAINTENANCE AND REPAIR OBLIGATIONS.** LESSOR shall, at LESSOR's sole cost and expense, and in accordance with the

terms of this Lease, keep the Leased Premises in good order, repair and tenantable condition at all times during the Term; including, but not limited to: the roof, ceiling, interior and exterior walls and doors, glazing, flooring, plumbing, water pipes, hot water heater, kitchen appliances, fire alarm systems, fire extinguishers, lighting (including, but not limited to, interior and exterior fixtures, lens covers: exterior lights, bulbs, tubes, ballasts, security lights, emergency lights) heating, ventilating and air conditioning units, and toiletry dispensers.

7.2 TIMING OF MAINTENANCE WORK. All maintenance and repair work requested by LESSEE, shall be performed by LESSOR (or LESSOR's agent) in a timely fashion and in accordance with the terms herein. LESSEE, in its reasonable discretion, shall determine if the requested maintenance or repair requires an Emergency, Urgent or Routine response by LESSOR.

A. Emergency. Maintenance, repair and/or replacement work determined to be an Emergency by LESSEE and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR in accordance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE's knowledge and consent.

If LESSEE is unable to reach LESSOR (or LESSOR's agent), after LESSEE makes reasonable active efforts to notice LESSOR, and LESSOR is unreachable or non-responsive, then within one (1) hour of commencement of notification efforts, LESSEE may arrange for said emergency maintenance, repair, and/or replacement work and deduct the cost, pay the outstanding charge, rate, fee, or payment, including LESSEE staff time, and deduct said amount from the Rent to accrue.

B. Urgent. Maintenance, repair, and/or replacement work determined to be Urgent by LESSEE and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR in compliance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE's knowledge and consent.

C. Routine. Maintenance, repair, and/or replacement work determined to be Routine by LESSEE and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR in compliance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE's knowledge and consent. Maintenance, repair, and/or

replacement work determined to be Routine by LESSEE which would disrupt LESSEE's operation and use of the Leased Premises or any portion thereof shall not be performed during LESSEE's business hours.

- D. Planned preventative maintenance initiated by LESSOR.** Preventative maintenance, repair, and/or replacement work initiated by LESSOR and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR with LESSEE's knowledge and consent a minimum of five (5) business days in advance of any planned preventative maintenance, repair, replacement, or improvement. Preventative maintenance, repair, replacement work or improvement which would disrupt LESSEE's operation and use of the Leased Premises or any portion thereof shall not be performed during LESSEE's business hours.

7.3 MAINTENANCE, MONITORING, AND TESTING OF LIFE/HEALTH/SAFETY SYSTEMS. LESSEE shall perform annual maintenance, monitoring, and testing of all Life/Health/Safety Systems; including but not limited to: emergency lighting, fire alarm systems, fire extinguishers, smoke detectors, and all mechanical systems. LESSOR shall provide to LESSEE a written report of said maintenance and testing within thirty (30) days of LESSEE's written request.

7.4 LIGHTING.

- A. Interior.** LESSEE shall be responsible for replacement of all interior extinguished ballasts, light bulbs and/or tubes at all times during the Term. In LESSEE's discretion, LESSEE may request that LESSOR replace extinguished bulbs, tubes, or ballasts on LESSEE's behalf. LESSEE shall reimburse LESSOR, LESSOR's agent (property manager), or LESSOR's vendor for the actual amount within thirty (30) days of LESSEE's receipt of a proper invoice. Upon satisfactory completion thereof, the Director shall have the authority to approve and pay said reimbursement (including applicable overhead and profit as identified in Subparagraph 11.5.C).
- B. Exterior.** LESSOR shall furnish, maintain, and repair all light fixtures; including the prompt replacement of all exterior extinguished ballasts, light bulbs and/or tubes at all times during the Term. LESSOR shall also dispose of all extinguished light bulbs and/or tubes in accordance with the standards set forth by the California Code of Regulations (CCR) Title 22, Chapter 23.

7.5 EXTERIOR. LESSOR shall with specific regard to exterior maintenance and repair of the Leased Premises:

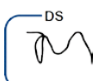
- A. Landscaping.** LESSEE shall furnish basic landscape maintenance to the Leased Premises. Landscape maintenance shall be limited to mowing of lawns, blowing of leaves and debris, pruning of small shrubs, and repair and replacement of sprinkler heads.
- B. Parking Lot.** As to all parking areas shown on Exhibit "A", LESSEE shall furnish parking lot sweeping. LESSOR shall furnish parking lot maintenance and repair, cleaning, re-striping, and re-surfacing. With specific regard to the re-striping and re-surfacing, LESSOR shall, at its sole cost and expense, re-stripe and re-surface the parking lot once after the fifth year and, thereafter, every successive five (5) year period of the Term.
- C. Graffiti Removal.** LESSOR shall promptly remove all graffiti from the exterior walls of the Leased Premises and from all of the exterior of the Leased Premises. If LESSOR fails to remove any such graffiti from the exterior of the Leased Premises within forty eight (48) hours of LESSOR's receipt of written notice by LESSEE, LESSEE may perform, or cause to be performed, removal of said graffiti and deduct the actual costs thereof from the Rent. For purposes of the self-help remedy herein granted, LESSOR hereby grants to LESSEE all rights necessary to exercise such remedy.
- D. Security Patrol.** *Intentionally Omitted*

7.6 WALL AND FLOOR FINISH. With specific regard to wall and floor finishing:

- A. Walls.** *Intentionally Omitted*
- B. Floors.** *Intentionally Omitted*

7.7 PEST CONTROL. LESSOR shall provide, at its sole cost and expense, all structural pest control service for the Leased Premises. Said pest control service shall be provided on a scheduled basis, at a minimum quarterly, and address the following: structural pests, landscaping pests and organisms, termites, dry rot, and powder post beetles. LESSEE shall be responsible for non-structural, interior, pest control services for the Leased Premises.

7.8 MECHANICAL SYSTEM SERVICE. LESSOR shall, at its sole cost and expense, provide the following:



- A.** Employ a licensed heating and air conditioning contractor to inspect, service, maintain, repair and replace, as necessary all mechanical systems of the Leased Premises on a regular and consistent basis to maintain the original performance and operation of the systems.
- B.** Perform annual inspections of all mechanical systems of the Leased Premises; including, but not limited to, the heating, ventilating, and air-conditioning system. Annual inspections shall occur during the months of February or March, in anticipation of the air-conditioning season.
- C. Heating, Ventilating, And Air Conditioning (HVAC).** Use air filters manufactured in accordance with industry standards and for use in the specific model of the mechanical system of the Leased Premises and shall replace said air filters upon occupancy and on a quarterly basis (i.e. every 90 days) starting ninety (90) days from the Commencement Date and continuing until the Termination of this Lease. The HVAC system shall be capable of maintaining comfort conditions between 68 and 78 degrees throughout all conditioned areas at all times of the year. The cooling system shall be designed to maintain 76°F inside when the outside temperature is 100°F. The heating system shall be designed to maintain 70°F inside when the outside temperature is 30°F.
- D.** Provide a copy of the mechanical system service record to LESSEE prior to the Commencement Date and upon LESSEE's request during the Term.
- E.** Ensure that all inspections, maintenance and repair of the mechanical system be documented in writing and available for review within forty eight (48) hours of request as stated in Title 8, California Code of Regulations, Section 5142(b). Records must be kept for a minimum of five (5) years.

7.9 ALARM SERVICES. The parties acknowledge and agree:

- A. Intrusion Alarm System.** LESSEE shall provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Intrusion Alarm System located at the Leased Premises, which was installed on or before the Commencement Date.

- B. C-Cure Access Control System.** LESSEE shall, at LESSEE's discretion, provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Access Control System installed on the Leased Premises. LESSOR shall maintain new and existing doors and door hardware including but not limited to: doors, door frames, electric strikes, lever sets or mag-locks, and panic bars.
- C. Fire Alarm.** LESSOR shall provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Fire Alarm System installed or existing on the Leased Premises.

7.10 REPAIR CONTACT. For those maintenance and repair duties undertaken by LESSOR under the provisions of this Lease, LESSEE may notify (i) LESSOR or (ii) in the sole event of LESSOR's failure to respond in accordance with Exhibit "E", LESSOR's designated maintenance or repair vendor as hereinafter provided.

- A. Repair Contacts.** On or before the Lease Commencement Date, LESSOR shall designate in writing sources to be called when repairs to the Leased Premises are required. Information regarding these sources shall include names, addresses, telephone numbers, fax numbers, and email addresses (to the extent such vendor uses all of the aforementioned modes of communication).
- B. Emergency/After Hours Repair Contacts.** On or before the Lease Commencement Date, LESSOR shall designate in writing a list of additional sources to be called when emergency or after hours repair to the Leased Premises is required. Said sources shall be called in the event LESSEE is unable to contact LESSOR or LESSOR's agent within the later of (i) a reasonable time under the circumstances or (ii) the relevant timelines described in Exhibit "E". This list shall include, as to each source, name, address, telephone number, fax number, and email address (to the extent such vendor uses all of the aforementioned modes of communication).
- C. Self-Help.** In the event LESSOR fails, refuses or neglects to make those repairs or replacements for which LESSOR is obligated, within the timelines specified in Exhibit "E", then LESSEE may, in addition to any other remedy LESSEE may have, make, or cause to be made, such repairs and may thereafter deduct the actual cost so incurred from the next monthly installment of Rent due

plus an administrative fee. Said administrative fee shall not be less than \$500.00 USD or greater than a maximum of eighteen percent (18%) of the actual cost incurred whichever sum is greater.

- 7.11 LESSEE-CAUSED MAINTENANCE AND REPAIR OBLIGATIONS.** In the event LESSEE requests maintenance and repair work from LESSOR pursuant to Paragraph 7.1 above, and said maintenance and repair work is later determined to be caused by the unreasonable acts of LESSEE, its officers, employees, agents, volunteers, or invitees (based on proper documentation submitted to, and approved by, LESSEE), then LESSEE shall reimburse LESSOR, LESSOR's agent (property manager), or LESSOR's vendor for the actual amount of said maintenance and repair work within thirty (30) days of LESSEE's receipt of a proper invoice. Upon satisfactory completion thereof, the Director shall have the authority to approve and pay said reimbursement (including applicable overhead and profit as identified in Subparagraph 11.5.C).
- 7.12 ASBESTOS.** If, in the performance of the construction of the improvements, or of any maintenance or Alterations by LESSOR or LESSEE, it is determined that asbestos-containing materials will have to be removed from the Leased Premises, then LESSOR shall engage the services of a licensed asbestos contractor for the removal of such materials. All asbestos-containing materials removed from the Leased Premises shall be promptly replaced with materials in accordance with those specifications set forth in Exhibits "A" and "B". Any cost and expense which may be caused by the need to hire such asbestos contractor, either for the removal of asbestos-containing materials, or the replacement of such materials (in accordance with those specifications set forth in Exhibits "A" and "B"), shall be borne solely by LESSOR.

ARTICLE 8 – INDEMNITY

8.1 INDEMNIFICATION.

- A.** To the fullest extent permitted by law, each of the parties shall indemnify, defend and hold harmless each of the other parties, their respective officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any property in, on, or about the Leased Premises resulting in injuries to or death of

persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective officers, directors, officials, employees, volunteers, agents, contractors, invitees, or guests.

- B.** It is the intention of the parties that the provisions of this indemnity be interpreted to impose on each party responsibility to the other for the acts and omissions of their officers, directors, officials, employees, volunteers, agents, contractors, invitees, or guests. It is also the intention of the parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any Claims attributable to the fault of that party, its officers, directors, officials, employees, volunteers, agents, contractors, invitees, or guests.
- C.** This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.
- D.** Nothing in this indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E.** The provisions of this indemnity shall survive the expiration or termination of the Lease.

ARTICLE 9 – INSURANCE

9.1 INSURANCE.

- A.** LESSOR agrees that it shall, during the Term of this Lease, or any extensions thereof, and at its own expense, keep the Leased Premises and any structural improvements on the Leased Premises insured in sufficient amounts against loss or damage by fire and other casualty commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. LESSOR does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against LESSEE on account of any fire or other casualty insured against whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of LESSEE.

- B.** LESSEE agrees that it shall, during the Term of this Lease, or any extensions thereof, and at its own expense, keep its contents, non-structural improvements and personal property located on the Leased Premises fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. LESSEE does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against LESSOR on account of any fire or other casualty insured against whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of LESSOR.
- C.** LESSOR shall maintain property damage and public liability insurance covering the Leased Premises. Liability insurance coverage shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for injury or property damage.
- D.** LESSOR shall furnish a certificate substantiating the fact that LESSOR has taken out the insurance herein set forth for the period covered by the Lease with an insurance carrier(s) with an A.M. Best financial rating of not less than A-:VII and authorized to do business in the State of California. LESSOR's insurance policy required by this Lease shall maintain all insurance coverages and limits in place at all times and provide LESSEE with evidence of each policy's renewal ten (10) days in advance of its anniversary date.
- E.** LESSOR is required by this Lease to immediately notify LESSEE if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. LESSOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Lease.
- F.** The certificate of insurance shall be filed with the County of Sacramento, not less than ten (10) days prior to the Commencement Date.

- G.** LESSEE is self-insured for liability and shall furnish LESSOR a letter confirming this upon request.
- H.** LESSEE and LESSOR shall be solely responsible for payment of any deductible in their respective insurance or self-insurance programs, in the event of a claim.
- I.** The insurance and self-insurance coverage limits to be maintained by LESSEE and LESSOR hereunder shall not limit LESSEE's or LESSOR's liability under this Lease.
- J.** Notification of Claim. If any claim for damages is filed with LESSOR or if any lawsuit is instituted against LESSOR, that arise out of or are in any way connected with LESSOR's performance under this Lease and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect LESSEE, LESSOR shall give prompt and timely notice thereof to LESSEE. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

ARTICLE 10 – USE OF LEASED PREMISES

10.1 USE OF LEASED PREMISES.

- A.** LESSEE may use and occupy the Leased Premises during the Term by the County of Sacramento's Sheriff's Office as an Evidence Storage and Processing Center and for any other lawful uses. LESSEE shall not use the Leased Premises or permit the Leased Premises to be used in whole or in part for any purpose or use that is in violation of any of the laws, ordinances, regulations, or rules of any public authority at any time.
- B.** LESSOR consents that LESSEE, throughout the Term of this Lease, may post and maintain, in locations proximate to all exterior entrances to the Leased Premises and the building in which the Leased Premises is situated, signs prohibiting smoking on the Leased Premises within twenty (20) feet of all entrances, exits, open windows, ventilation intake systems, and covered walkways.

ARTICLE 11 – GENERAL

111 TIME IS OF THE ESSENCE. LESSOR and LESSEE acknowledge and affirm that time is of the essence in the performance of the terms of this Lease.

112 DAMAGE TO LEASED PREMISES. In the event of the following:

- A.** Minor Damage. If ten percent (10%) or less of the floor space of the Leased Premises is rendered unusable for the purposes intended, because of fire or other casualty, LESSOR shall restore the Leased Premises as quickly as reasonably possible.
- B.** Moderate Damage. In the event that destruction of the Leased Premises renders between eleven percent (11%) and thirty percent (30%) of the floor space unusable, LESSOR shall give notice to LESSEE as to the time required to make the repairs. If LESSOR has not given such notice within fifteen (15) days after the destruction, or if the time for repair is considered unreasonable by LESSEE, or if LESSOR does not diligently pursue the repairs, LESSEE may make the repairs itself, deducting the costs from the Rent.
- C.** Extensive/Total Damage. If more than thirty percent (30%) of the floor space of the Leased Premises is destroyed by fire or other casualty, or if the Leased Premises is totally destroyed, then LESSEE, at its discretion, may terminate this Lease.
- D.** Compensation. In the event of any destruction described above where LESSEE remains in possession of the Leased Premises, the Rent shall be reduced by the percentage of unusable space. If the reduction in space, or the need to remediate the damage to the Leased Premises, causes LESSEE to incur costs, such as relocation of furniture or personal property, then LESSOR shall be responsible for all LESSEE costs associated with the damage to the Leased Premises.

113 RISK OF HAZARDS. LESSEE shall not do anything on the Leased Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

114 ACCESS AND USE RIGHTS.

- A.** LESSEE shall have the exclusive right to use all interior and exterior areas of the Leased Premises as same are identified as shown on Exhibit "A", and legally described on Exhibit "D", which exhibits are attached hereto and made a part hereof.
- B.** In the event of a reduction in LESSEE's rights under Subparagraph 11.4.A above, and the reduction, in LESSEE's opinion, renders the Leased Premises unsuitable for LESSEE's operations, and LESSOR does not furnish equivalent access and rights within thirty (30) days of said reduction, LESSEE may terminate this Lease by giving ninety (90) days written notice to LESSOR.

115 ALTERATIONS BY LESSEE. "Alterations" shall mean any improvement made or installed during LESSEE's possession of the Leased Premises (the "Alterations").

- A.** Permission. LESSEE may make Alterations to the Leased Premises necessary for the accommodation of LESSEE's uses. Prior to the commencement of any Alteration to the Leased Premises, LESSEE shall notify LESSOR of the desired Alteration, to include a written description of the Alteration deemed necessary.
- B.** Performance by LESSEE. LESSEE shall have the option to undertake and perform the Alteration on its own behalf using LESSEE's choice of agent, vendor and/or contractor or, at LESSEE's option, request that LESSOR perform the Alteration through LESSOR's agent, vendor, and/or contractor. Permission to use an agent, vendor, and/or contractor of LESSEE's choice in making an Alteration of the Leased Premises shall not be unreasonably withheld by LESSOR. In the event that LESSEE uses LESSEE's own agent, vendor, and/or contractor, LESSEE shall be responsible for making certain that LESSEE's agent, vendor, and/or contractor has adequate workers compensation and liability insurance as would be required by LESSOR for the level of Alteration required.
- C.** Performance by LESSOR. In the event LESSOR performs the Alteration through LESSOR's agent, vendor, and/or contractor, then LESSOR shall provide written cost estimates (quantity of written cost estimates to be determined by LESSEE based on size and scope of Alteration) to LESSEE for the cost of the desired Alteration. LESSOR's overhead and profit on Alteration projects shall be limited to five percent (5%) of the total hard costs of the Alteration project (hard costs exclude building permit fees, school impact fees, sewer/water connection fees, electrical grid

connection fees, and furniture/workstation moving costs involved in the Alteration project). Upon approval of the cost estimate and completion of the Alteration, LESSEE shall pay the full cost of the Alteration project to LESSOR in a lump sum payment (based on proper documentation of the costs submitted to, and approved by, LESSEE upon completion of the work). The Director shall have the authority to approve and pay the full cost of the Alteration at the completion of the desired Alteration. The total price payable by LESSEE to LESSOR for the Alterations shall be less than \$15,000 and paid within thirty (30) days of LESSEE's receipt of a proper invoice issued upon satisfactory completion thereof. LESSOR shall maintain any Alteration after the Alteration is performed over the remaining terms of the Lease or renewal thereof regardless of whether LESSOR performs the Alteration or if LESSEE performs the Alteration.

D. Asbestos. The remediation of asbestos containing materials will be performed in accordance with Paragraph 7.12 above.

116 LESSEE'S RIGHT TO OFFSET AND SELF-HELP. LESSEE shall have the right (but not the obligation) to fulfill LESSOR's obligations with respect to any duties or obligations further described in Article 5, Article 6, Article 7, or Article 8 (LESSEE shall have access to utility systems and elements outside the Leased Premises which service the Leased Premises in order to do so) in the event LESSOR defaults in its obligations to do the same, after the expiration of appropriate notice from LESSEE in the manner prescribed herein, and LESSOR's failure to cure. In such event, LESSEE shall deduct its actual cost so incurred from the next monthly installment of Rent due plus an administrative fee. Said administrative fee shall not be less than \$500.00 USD or greater than a maximum of eighteen percent (18%) of the actual cost incurred whichever sum is greater.

117 LESSOR'S RIGHT TO LEASE. LESSOR warrants LESSOR is well seized of and has good title and right to lease the Leased Premises, will defend the title thereto, and will indemnify LESSEE against any damage and expense which LESSEE may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the Leased Premises. LESSOR shall immediately provide to LESSEE sufficient documentation, at the sole discretion of LESSEE, (e.g.: partnership agreement, grant deed, trust deed, trust, corporate resolution, or articles of incorporation) to support this warranty within ten (10) days of LESSEE's request. If at any time LESSOR's title or right to receive Rent hereunder is disputed, LESSEE may withhold Rent thereafter until

LESSEE is furnished with proof satisfactory to LESSEE as to the proper person entitled to receive the Rent.

118 LESSOR'S SUCCESSORS IN INTEREST/ASSIGNS. If LESSOR conveys its leasehold interest in the Leased Premises to another party prior to the time LESSEE shall be required to pay Rent to the new owner, LESSEE shall be furnished with a fully executed assignment of LESSOR's interest, together with a notification of the transfer executed by both LESSOR and the successor LESSOR, and the address for payment of Rent.

- A.** This Lease shall be binding upon and inure to the successors-in-interest and assigns of LESSOR.
- B.** LESSEE shall have the right and option to assign this Lease or any part hereof, or underlet the whole, or any part of said Leased Premises, without the consent of LESSOR. Assignment or subleasing by LESSEE will not release LESSEE from the obligations contained herein.

119 WRITTEN COMMUNICATIONS AND NOTICE. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally, sent by fax, as evidenced by a fax transmittal, or sent by prepaid, first class, certified mail, or nationally recognized over-night delivery company. Such matters shall be addressed to the other party at the following addresses:

To LESSOR at:

Weber Homes Inc.
c/o Buzz Oates Group of Companies
555 Capitol Mall, Suite 900
Sacramento, CA 95814

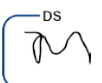
Phone No. (916)379-3847
FAX No. (916)379-8847
Email Address. stacyladd@buzzoates.com
Tax ID. 94-1383566

To LESSEE at:

County of Sacramento
Real Estate Division
3711 Branch Center Rd
Sacramento, CA 95827

Phone No. (916) 876-6200
FAX No. (916) 876-6391

Or such other address as a party may designate to the other by notice. Such notice shall be deemed effective five (5) days after transmittal, as herein provided.



11.10 AMENDMENT AND WAIVERS. This Lease constitutes the entire understanding of the parties hereto and shall not be altered or amended except by a supplementary agreement in writing and executed under proper authority by both parties. The failure of either LESSOR or LESSEE to exercise the rights granted hereunder shall not constitute a waiver of the same either at the time or upon a later recurrence.

11.11 RIGHT AND REMEDY. No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

11.12 AGREEMENT CONSTRUCTION AND INTERPRETATION. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Lease. Whenever required by the context of this Lease, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Lease have been arrived at through negotiations, and that each of the parties has had a full and fair opportunity to consult with counsel and to revise the provisions of this Lease. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construction or interpreting this Lease. All exhibits referred to in this Lease are attached and incorporated by this reference.

11.13 RECORDATION OF LEASE. This Lease shall not be recorded, but, at the request of either party, the parties agree to execute a Memorandum of Lease in recordable form which may be recorded by either party.

11.14 SUBORDINATION. This Lease is and shall be prior to any encumbrance recorded after the date of this Lease or Memorandum of Lease affecting the building, other improvements, and land of which the Leased Premises are a part.

If, however, a lender requires that this Lease be subordinate to any such encumbrance, this Lease shall be subordinate to that encumbrance, only if LESSOR first obtains from the lender a written agreement that provides the following (or language substantially similar):

"As long as LESSEE performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect LESSEE's rights under this Lease. LESSEE's

rights under this Lease shall not be disturbed and shall remain in full force and effect for the Term, and LESSEE shall not be joined by the holder of any mortgage or deed of trust in any action or proceeding to foreclosure thereunder."

LESSEE shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure.

LESSEE shall execute the subordination and non-disturbance agreement, in a form acceptable to LESSEE, and any other documents reasonably required by the lender to accomplish the purpose of this Paragraph 11.14.

LESSOR shall endeavor in good faith to provide LESSEE, within forty-five (45) days after the date of full execution of this Lease, a commercially reasonable non-disturbance, subordination and attornment agreement in favor of LESSEE from any ground lessors, mortgage holders or lien holders (each, a "Superior Mortgage") then in existence. Such non-disturbance agreement shall be in recordable form and may be recorded at LESSEE's election and expense.

11.15 ESTOPPEL. Upon LESSOR's written request, LESSEE shall deliver to LESSOR a written statement containing the following information, current as of the date of the statement: (A) the status of the Lease. (B) An explanation of any default claims LESSEE may have against LESSOR. (C) The term of the Lease. (D) The monthly rental payable. LESSEE shall deliver such statement to LESSOR or to any prospective purchaser upon LESSOR's request. Any such statement by LESSEE may be given to any prospective purchaser or encumbrancer of the property.

11.16 CONDEMNATION. In the event of a condemnation of the Leased Premises or of any other rights of LESSEE hereunder, each of the parties hereto shall have and retain their separate and independent rights for loss, costs, and damages against the condemning authority. Should more than ten percent (10%) of the building on the Leased Premises, or of any other rights be taken so as to render the remaining Leased Premises or rights impractical for use of LESSEE, and LESSOR does not, within a reasonable time, reconfigure the remaining property so that the usability of the Leased Premises and other rights shall be substantially the same, LESSEE may terminate the Lease by giving LESSOR thirty (30) days' notice. In the event less than all of the Leased Premises or other rights are condemned, and the balance remaining after any reconfiguration, may reasonably be devoted to the use of LESSEE, and LESSEE does not elect to terminate, then the rental rate shall thereafter

be reduced to the extent that the market rental value of the facilities is reduced by such taking and any reconfiguration.

11.17 FORCE MAJEURE. Neither LESSOR nor LESSEE shall be deemed to be in breach of this Lease if either is prevented from performing any of its obligations herein by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, pandemic, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, delays in obtaining building permits or other governmental approvals or any other circumstance for which it is not responsible, or which is not within its reasonable control (collectively, "Force Majeure Delay").

11.18 APPROPRIATION OF COUNTY FUNDS; CONSTITUTIONAL DEBT LIMITATION; VACATION OF LEASED PREMISES; TERMINATION OF LEASE. LESSOR and LESSEE acknowledge and agree that the obligation of LESSEE to pay Rent under this Lease is contingent upon the availability of County funds which are appropriated and allocated by County of Sacramento's governing body for the payment of Rent. In this regard, should LESSEE vacate the Leased Premises due to the unavailability of County funds, the parties agree that this Lease shall terminate. Said termination date shall be the last day of the month from date LESSEE vacates and surrenders possession. For any resulting uncured default by LESSEE hereunder, LESSOR may declare all Rent payments to the end of the County's current fiscal year to be due, including any delinquent Rent from prior budget years. However, in no event shall LESSOR be entitled to a remedy of acceleration of the total Rent payments due over the Term of this Lease.

The parties acknowledge and agree that the limitations set forth above are required by Article 16, Section 18 of the California Constitution. Further, LESSOR and LESSEE acknowledge and agree that Article 16, Section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this Paragraph 11.18.

Notwithstanding the foregoing, LESSOR may have other rights or civil remedies to seek relief due to LESSEE's continuing possession of the Leased Premises and sue for the Rent as it becomes due.

LESSEE shall notify LESSOR of LESSEE's intent to seek the approval of the County of Sacramento Board of Supervisors to vacate the Leased Premises and terminate the Lease under this provision.

- 11.19 FEDERAL OR STATE FUNDING; REDUCTION IN LEASED PREMISES; TERMINATION OF LEASE.** LESSOR and LESSEE acknowledge and agree that LESSEE is dependent upon the availability of certain Federal, State and/or other public agency funds to pay the Rent provided for this Lease. If such Rent funds become unavailable, discontinued and/or reduced, LESSOR and LESSEE acknowledge and agree that LESSEE shall have the right to terminate the Lease upon ninety (90) days written notice and without further liability to LESSOR. Notwithstanding the foregoing, LESSOR and LESSEE may agree to amend the Lease to allow LESSEE to retain possession of a portion of the original Leased Premises with a commensurate reduction of rent for the remaining Term.
- 11.20 UNPAID AMORTIZED IMPROVEMENT COSTS.** *Intentionally Omitted*
- 11.21 TERMINATION OF HOLDOVER TENANCY.** Upon commencement of this Lease, the holdover tenancy resulting from Lease 1791, approved by the County of Sacramento Board of Supervisors on May 8, 2012, by Resolution 2012-0299 shall terminate.
- 11.22 DUPLICATE COUNTERPARTS.** This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.
- 11.23 SECURITY CLEARANCES FOR ACCESS TO RESTRICTED AREA.** All LESSOR'S representatives requiring access to the Restricted Area, whether personnel, contactors, vendors, etc., will be required to adhere to building security requirements prescribed by LESSEE. LESSEE shall exercise full and complete control over granting, denying, withholding or terminating clearances for LESSOR's representatives.
- A. Requirement for background check for access to Restricted Area.** It is incumbent upon LESSOR that each of its representatives has completed a background check and received clearance by LESSEE prior to requiring access to the Restricted Area. Upon successful completion of the clearance process, each representative will be issued a temporary visitor's identification card/badge allowing the individual unescorted access through the Leased Premises' common areas, and escorted access everywhere else. Such badge shall be worn at all times in the Restricted Area.

Sharing or loaning of badges is not permitted. Badges remain the property of LESSEE and must be surrendered whenever LESSOR'S badged representative exits the Leased Premises. All background checks required by LESSEE hereunder, determined by LESSEE in its sole discretion, shall be at LESSEE'S sole cost and expense.

B. Background check process for access to Restricted Area.

Prior to the Commencement Date of this Lease, and as and when necessary during the Term thereof, LESSOR shall provide a list of names of all persons who will require recurring and/or periodic access to the Restricted Area. In addition to each representative's full name, the list shall include, at a minimum, each person's date of birth, social security number, California driver's license number or ID number, and current address. Fingerprints of said individuals may also be required, at the sole discretion of LESSEE. The aforementioned data and information shall be used by LESSEE to complete a thorough background check and processing of site access clearance. The standard processing time is ten (10) days; however, if fingerprints are required, the processing time is outside the control of LESSEE and can take longer. If processing times delay LESSOR'S response time in accordance with Paragraph 7.2 and Exhibit "E", LESSEE may escort LESSOR'S representatives as described in Paragraph 11.23.C below. No unescorted access for these individuals will be permitted until the background check and clearance processes are complete.

C. Escort within Restricted Area. LESSOR'S representatives requiring infrequent access will be permitted access to the Restricted Area only when arranged for in advance, and when escorted by LESSEE'S representative. No unescorted access into the Restricted Area will be permitted until clearance has been granted.

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Lease Effective Date: _____

Lease 1873

Lease Commencement Date: January 1, 2021

**3750 Bradview Drive
Sacramento, CA 95827**

LESSOR:

WEBER HOMES, INC., a California corporation

DocuSigned by:
Marilyn Weber
By: _____
**Marilyn Weber
Vice President**

LESSEE:

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: _____
**Jeffrey A. Gasaway, Director
Department of General Services**

By Resolution _____
Dated _____

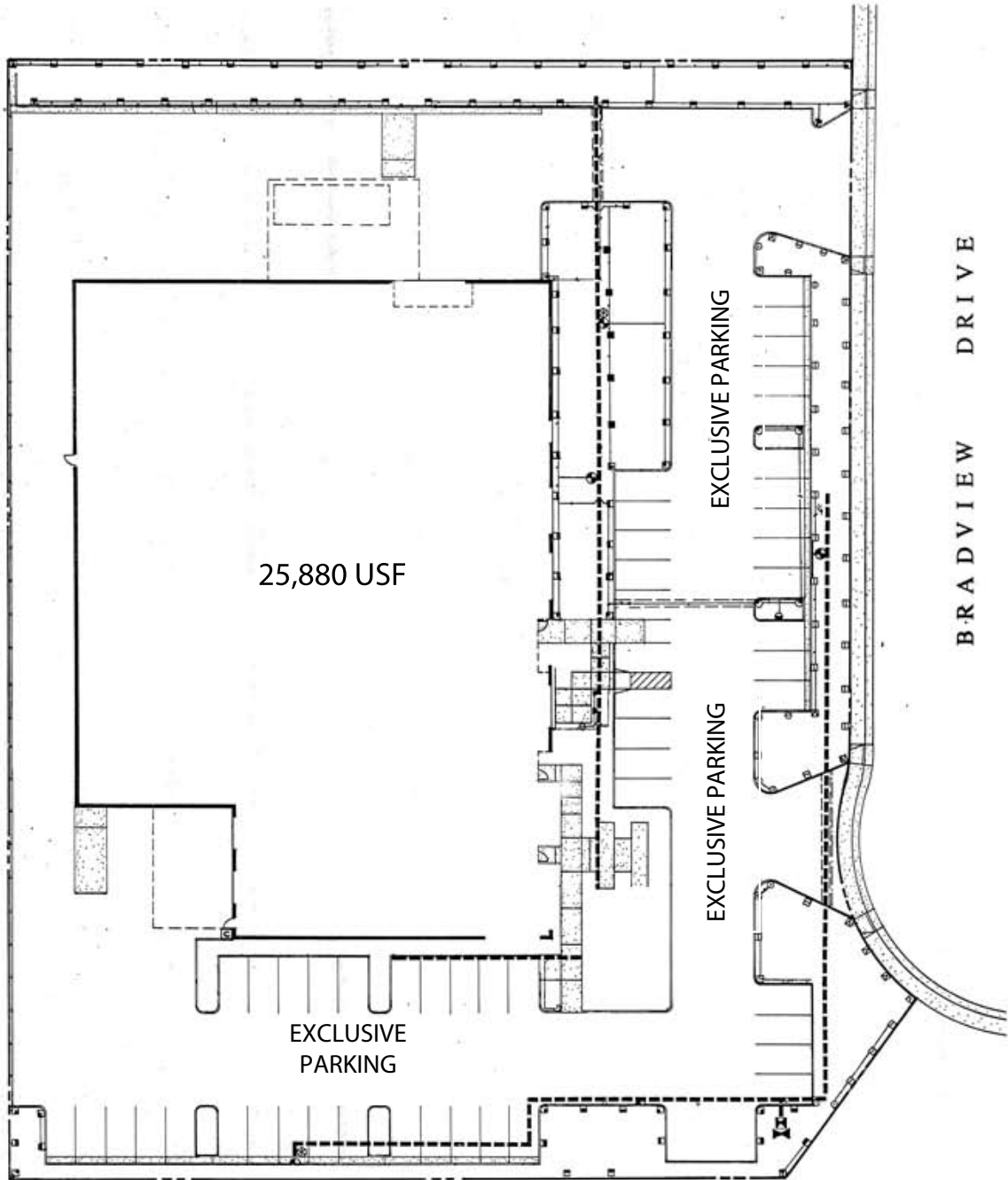
REVIEWED AND APPROVED BY COUNTY COUNSEL:

DocuSigned by:
Deon Merene
By: _____
**Deon Merene,
Deputy County Counsel**

APPROVED AS TO TERMS AND CONDITIONS: _____

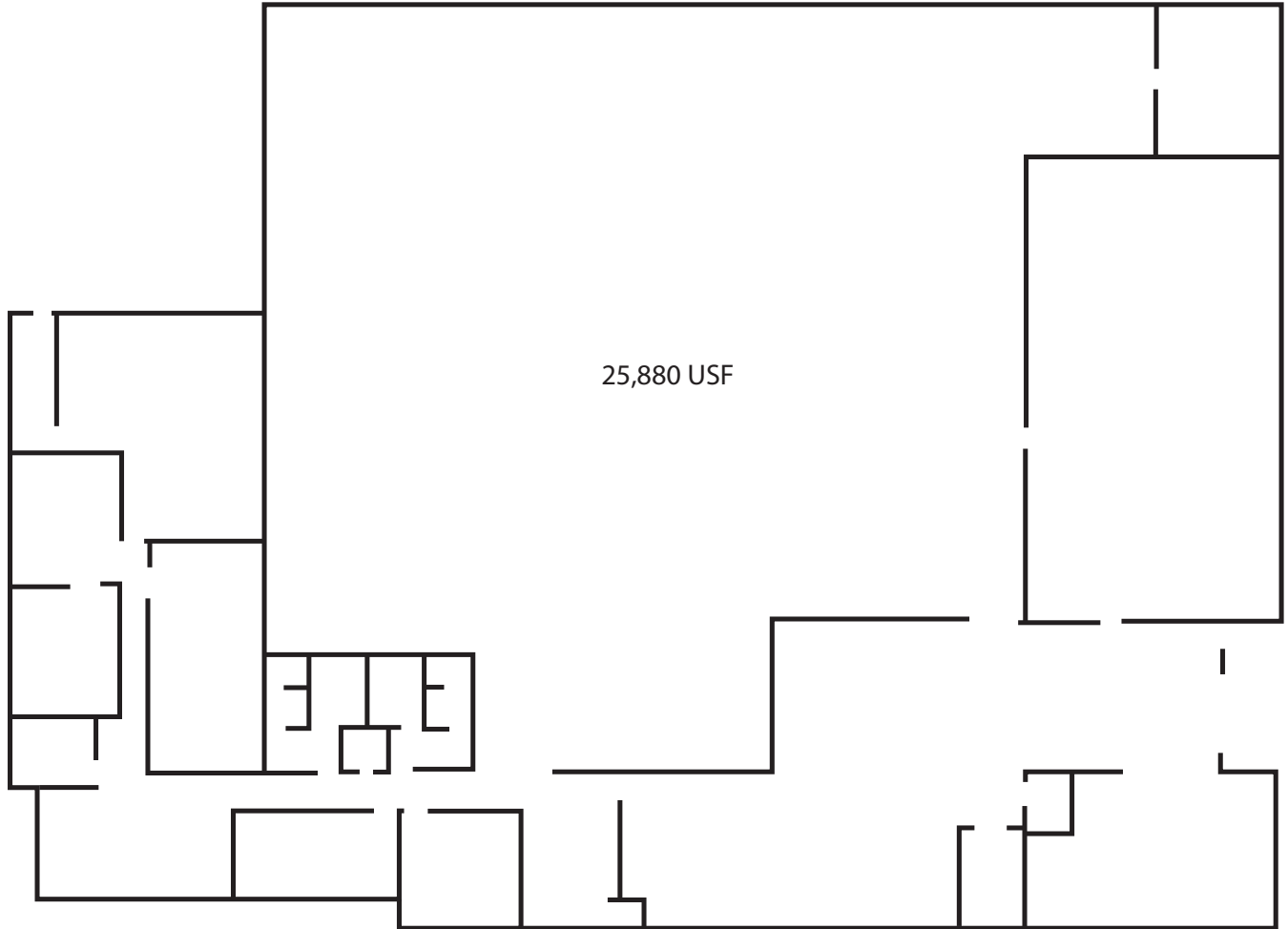
**Sheriff, Sacramento
Sheriff's Office**

EXHIBIT A
Page 1 of 2
Site plan



Lease 1873
3750 Bradview Drive

EXHIBIT A
Page 2 of 2
Floorplan



Department of General Services
Jeffrey A. Gasaway, Director



Divisions
Administrative and Business Services
Contract and Purchasing Services
Facility and Property Services
Fleet Services

County of Sacramento

EXHIBIT “B” – OUTLINE SPECIFICATIONS

PROJECT: SSO PROPERTY WAREHOUSE PROJECT NO.: 3982
 AGENCY: SACRAMENTO SHERIFF’S OFFICE LEASE NO.: #1873
 LOCATION: 3750 BRADVIEW DR. SACRAMENTO, CA DATE: 07.31.2020

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**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 1**

DIVISION 1 – GENERAL REQUIREMENTS

1.1 SUMMARY

- A. The Outline Specifications describe minimum standards of quality and performance for premises occupied by the County. Construction methods or materials other than those stated herein may be acceptable if, in the opinion of the County, they provide equal quality and performance.

1.2 RELATED DOCUMENTS

- A. Lease
- B. Exhibit "A" – Plans or Facility Design Program (written narrative)
- C. Exhibit "B" – Division 3 Special Provisions:
 - 1. Refer to Division 3 of this specification for Special Provisions, which may amend and/or supersede Division 1 and 2 requirements.
- D. Exhibit "B" – Division 4 Technical Requirements:
 - 1. Refer to Division 4 of this specification for Technical Requirements, which may amend or supersede Division 1 and 2 requirements.

1.3 GENERAL PROVISIONS

- A. Wherever reference is made to "County of Sacramento," "Agency," "County," or other County of Sacramento administrative department, this shall be construed to mean the Department of General Services, Real Estate Division, here and after referred to as County.
- B. The County's intent is to achieve adequate standards of quality while avoiding unnecessary alterations, so that in all cases where an existing feature is acceptable to the County, the Lessor's obligation is only to maintain that feature, as it exists.
- C. The Lessor shall immediately address conflicts, omissions, or errors if discovered within the Exhibits; or any question regarding interpretation or clarification, by submitting in writing to the County a Request for Information (RFI). Responses from the County will not change any requirement of the lease exhibits unless so noted by the County in the response to the RFI. In case of conflicts between "Exhibit A" and Exhibit "B," the Exhibit "A" supersedes these specifications.
- D. Lessor shall patch, repair and refinish to match, all existing surfaces disturbed by the new construction. Upon completion of the project, there shall be no visual difference between the new work and the existing conditions. No changes, modifications, or substitutions shall be made to the premises as shown, except with the prior written approval of the County.
- E. Project schedule: Upon execution of the lease, Lessor shall issue to the County a complete and detailed Critical Path Method (CPM) schedule for the project, which may be adjusted by mutual agreement as the project proceeds. The schedule shall include allowances for

**EXHIBIT “B” – OUTLINE SPECIFICATIONS
DIVISION 1**

periods of time necessary for the installation of County-owned equipment and modular systems furniture.

- F. Construction costs: Prior to construction, Lessor shall provide to the County competitive bids from at least **three** licensed contractors/subcontractors and shall contract with the lowest acceptable bidder. The bids shall include all charges such as (but not limited to) labor, materials, tools, equipment, fees, taxes, shipping, handling, permits, inspections, and fabrication for the work defined in the lease exhibits. The bids shall also include any architectural and engineering fees. The bids shall be itemized unit cost construction estimates developed by using the Construction Specification Institute (CSI) format, titles, and numbering system. Lump sum cost estimates are not acceptable.
- G. Previously constructed and occupied space (second-generation condition): Lessor shall provide the following at no cost to the County:
1. Code-compliant ceiling
 2. Code-compliant lighting systems
 3. Any code-required exit door and frame assemblies
 4. American with Disabilities Act (ADA) and California Building Code (CBC) compliance work to correct all deficiencies to comply with current code.
- H. Usable area calculation: For the purpose of determining the net usable square feet, County-leased space shall be calculated as follows:
- Net usable office area includes all areas assigned to the County such as: offices, conference rooms, reception rooms, special use and supply rooms, hallways within the space, laboratories, private toilet rooms/showers, break rooms, auditoriums, cafeterias, and spaces exclusively used by the County. Net usable office area does not include stairwells, stacks/shafts, janitor closets, mechanical rooms, electrical rooms, code-required toilet rooms, code-required common areas, corridors and common area lobbies. Net usable office area is measured from the finished surface of the office side of the corridor and other permanent walls, the dominant surface (wall or glazing) of the exterior walls, and from the centerline of demising walls separating other building tenants.
- I. Record documents: Lessor, at Lessor’s sole cost and expense, shall provide the County accurate architectural drawings of the “as-is” condition of the space to be leased, including building common areas, site/parking plan, and path of travel. The drawings shall be in an electronic format to be determined by the County. Any required re-design work cause by discrepancies with the “as-is” drawings shall be the responsibility of the Lessor.
- J. Submittals: Lessor shall submit shop drawings of product data, as well as samples, to the County for review prior to construction or fabrication.

1.4 CONSTRUCTION AND CODE CRITERIA

**EXHIBIT “B” – OUTLINE SPECIFICATIONS
DIVISION 1**

- A. Construction documents: The Exhibit “A” Plan or the Exhibit “A” Facility Design Program (written narrative) are design development guidelines only. Lessor shall provide all required construction documents and calculations necessary to obtain a building permit from the local Building Department and to construct the improvements as indicated. The use of the Exhibit “A” Plan in lieu of construction documents is not acceptable to the County.
1. Prior to submitting construction documents to the local building department for plan check or permitting, Lessor shall submit said construction documents to the County for review. Any County comments to the construction documents shall be construed as advisory only and shall not relieve the Lessor in any respect from full compliance with Exhibits “A,” “B” and any other exhibits.
 2. Lessor’s architect, engineers, consultants, and contractors shall have current and valid licenses/certifications issued by the state of California.
 3. During construction of building’s core, shell, and/or tenant improvements, Lessor shall maintain at the project site a complete set of lease exhibits consisting of Exhibits “A,” “B,” and any other exhibits for County use.
- B. Access compliance: Lessor shall ensure that all new work and existing conditions comply with the requirements of California Code of Regulations (CCR) Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). County agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Where CBC requirements conflict or differ with ADA requirements, the most stringent requirement shall take precedence. Access compliance shall apply to exterior areas such as, but not limited to, path of travel to and from public transportation and public right-of-way; parking; passenger drop-off and loading zones; walks and sidewalks; curb ramps; ramps; and all stairs. Access compliance shall also apply to interior areas such as, but not limited to, entrances and exits; lobbies; building common areas; elevators; access lifts; doors and gates; access to and through all rooms and spaces; restrooms; signs and identification; counters; waiting and seating areas; assistive listening systems; drinking fountains; alarms; and horizontal/vertical access.
- C. Codes and ordinances: All new work and existing conditions shall comply with all current regulations, laws, and ordinances of the governmental authorities having jurisdiction, as well as the applicable editions of the following codes, including but not limited to:
1. Title 8 CCR, Industrial Relations
 2. Title 17 CCR, Public Health
 3. Title 19 CCR, Public Safety, State Fire Marshal Regulations
 4. Title 24 CCR, Part 1-Building Standard Administrative Code
 5. Title 24 CCR, Part 2-CBC, Vols. 1 & 2
 6. Title 24 CCR, Part 3-California Electrical Code (CEC)
 7. Title 24 CCR, Part 4 California Mechanical Code (CMC)
 8. Title 24 CCR, Part 5-California Plumbing Code (CPC)
 9. Title 24 CCR, Part 6 CEC
 10. Title 24 CCR, Part 9-California Fire Code (CFC)
 11. Title 24 CCR, Part 11 California Green Building Standards Code

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
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12. Title 24 CCR, Part 12-California Reference Standards Code

If fire-life safety, health hazards, and/or noncompliant code conditions are discovered either before or after occupancy, then Lessor, at Lessor's sole cost and expense, shall correct the condition.

- D. Building permit: Lessor shall obtain a building permit for the required construction from the local building departments, if required. In the event there is no local building department, Lessor, at Lessor's sole cost and expense, shall provide a third-party, independent Inspector of Record (IOR). The IOR shall perform periodic inspections on the work for conformance with all regulations, laws and ordinances.
- E. Safety evacuation plans: Lessor shall provide safety evacuation plans of the leased premises. The safety evacuation plans shall clearly delineate evacuation routes, exits, fire extinguishers, and fire alarm pull station locations. **The plans shall be installed in all assembly occupancies including conference rooms, break rooms, reception areas, and where requested by the local Authority Having Jurisdiction (AHJ).**
- F. Fire extinguishers: Lessor shall provide and install fire extinguishers. Fire extinguishers shall be housed in semi-recessed cabinets and shall be located as required by CA Title 19 CCR, Public Safety. Above each fire extinguisher, per current code requirements. Lessor shall provide annual servicing of the fire extinguishers throughout the term of the lease.
- G. Construction waste management:
1. Items and materials existing in the premises, or to be removed from the premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the County in this Lease. The Lessor shall submit a list of items for reuse and the County shall make the final determination for acceptance.
 2. Recycling construction waste is mandatory for initial space alterations and tenant improvements under the Lease.
 3. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations that will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
 4. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - a) Ceiling grid and tile
 - b) Light fixtures, including proper disposal of any transformers, ballasts and fluorescent light bulbs
 - c) Duct work and HVAC equipment
 - d) Wiring and electrical equipment
 - e) Aluminum and/or steel doors and frames
 - f) Hardware

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- g) Drywall
 - h) Steel studs
 - i) Carpet, carpet backing, and carpet padding
 - j) Wood
 - k) Insulation
 - l) Cardboard packaging
 - m) Pallets
 - n) Windows and glazing materials
 - o) All miscellaneous metals
 - p) All other finish and construction materials
5. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous wastes.
6. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
7. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the County. Records shall include materials recycled or landfilled; quantity; date; and identification of hazardous wastes.
8. Leftover paint and open paint cans shall be returned to drop-off locations, paint retailers, hardware stores, transfer stations and household hazardous waste facilities for reuse, recycling or proper management. Unopened cans of paint shall be left on site for the Lessor's or agency's use for touch-up painting.

1.5 SUBSTANTIAL COMPLETION AND PROJECT COMPLETION

- A. Premises shall fully conform to all lease exhibits and shall be constructed in accordance with industry standards and best practices. Lessor guarantees that all mechanical, electrical, plumbing systems and other features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications for the term of this lease.
- B. Substantial completion is achieved when the building core, shell, and tenant improvements as defined in these lease exhibits, including the installation of any modular systems furniture (MSF), are sufficiently completed to allow the County to lawfully and physically occupy the premises for its intended purpose. Any work required to complete any outstanding punch-list items shall not interfere with or interrupt the County's daily operation. The AHJ will make the final determination of when substantial completion is achieved.
- C. Lessor shall operate the HVAC system to provide continuous air for a minimum of 24 hours per day for seven days prior to occupancy.

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- D. County employees, agents, and invitees shall have ready access to the building and premises through the main building entry and lobby. Elevators, stairs and restrooms shall be operational.
- E. The premises shall be free of all construction debris and thoroughly cleaned. Lessor shall touch up and restore damaged or defaced painted surfaces throughout the premises subsequent to installation of County's furnishing and equipment. All painting shall be coordinated with a County DGS.
- F. Upon project completion, Lessor shall obtain final approvals from the authorities having jurisdiction and all punch-list items shall have been completed, and re-inspected by the County. Lessor shall submit to the County the following completed documents, if applicable, with all appropriate signatures.
 - 1. Certificate of occupancy
 - 2. Air balance report
 - 3. Operation manuals and training for equipment such as (but not limited to) intrusion alarm system, video conferencing equipment, and appliances.

1.6 INDOOR AIR QUALITY

- A. Lessor shall implement mandatory measures and relevant and feasible voluntary measures of the Cal Green, Part 11, in new buildings and when performing alterations, modifications and maintenance.
- B. Maintenance staff shall use cleaning products that are low emitting; that meet Green Seal (GS) Standard GS-37; and that use non-chemical methods where feasible.
- C. Maintenance staff shall follow the Carpet and Rug Institute's Carpet Maintenance Guidelines for Commercial Applications.
- D. Lessors shall, use filters with a minimum efficiency reporting value (MERV) rating of no less than 8. For AC units greater than 25 ton capacity, MERVE 11 filters are recommended. Existing HVAC systems incapable of accommodating an 8 MERV rating shall use the highest MERV rating that their fan(s) can accommodate.
- E. HVAC systems above 2,000 cubic feet per minute (cfm) should be equipped with outdoor airflow measuring stations and be connected to a building energy management system, which shall be programmed to provide audible and visible alarms. For additional HVAC requirements see Division 2.
- F. Ventilation (i.e. outside) air must be provided to the occupied space no less than the minimum rate based on occupancy in accordance with the California Mechanical Code, and shall be verified at design and minimum air flow conditions.

1.7 HAZARDOUS MATERIALS

- A. Lessor warrants and guarantees that the premises leased to the County will be operated and maintained free of hazardous materials including but not limited to: lead, asbestos, mold, PCBs and underground storage tanks.

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
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1. The areas include:
 - a) Premises leased to the County and air plenums in the same HVAC zone.
 - b) Common public areas which state employees or their invitees would normally and/or reasonably use.
 - c) Building maintenance areas, utility spaces, and elevator shafts within or servicing areas described in items (a) and (b) above.
2. Lessor shall be responsible for all costs associated with the abatement of hazardous materials including (but not limited to) the following: cleanup of contaminated County-leased space, County-owned equipment, furnishings and materials and all required monitoring reports. Copies of all air monitoring reports shall be furnished to the County.
3. The County-leased space shall be maintained at or below the permissible exposure levels for all substances regulated under Title 8 California Code of Regulations Section 5155. If it is determined by the County that the tenant must be relocated to prevent exposure above the permissible level, the Lessor shall provide comparable accommodating space at no cost to the County. In addition, the Lessor shall pay for all costs associated with this move including (but not limited) to: administrative, furniture, communications contracts and equipment costs.
4. In the event that after written notice is provided by the County, the Lessor fails, refuses, or neglects to diligently pursue abatement of any hazardous material, the County may affect such abatement. The County may deduct all reasonable costs of such abatement of hazardous materials from the rent.
5. The Lessor shall indemnify, defend, and hold the County, its officers, and employees harmless from and against any and all losses, damages, judgments, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of hazardous materials within the County-leased space or the building in which the leased premises are located.

END OF DIVISION 1

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
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For items that are shown with strikethrough (~~strikethrough~~) please refer to Division 3, Special Provisions for amendments to the requirements.

DIVISION 2 – DESIGN REQUIREMENTS

2.1 FLOOR CONSTRUCTION AND FINISHES

A. Concrete floor:

1. Office areas throughout shall have carpet or other floor covering with 4" high cove base, unless noted otherwise. Floors in toilet rooms shall be of nonabsorbent material impervious to moisture, such as ceramic tile or approved equal, with minimum 4" high cove base. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as selected or approved by the County.

B. Carpet flooring – General:

1. Lessor shall provide and install carpet and cove base where shown in Exhibit "A." All carpet shall comply with American National Standards Institute (ANSI) NSF 140-2007 Platinum level.
 - a) When requested by the County, Lessor shall submit carpet samples to the County for selection. The samples shall be from a minimum of three different manufacturers and consist of a variety of patterns, textures, colors and styles.
 - b) Carpet shall have random graphic pattern loop non-generic branded 6.6 nylon face yarn with inherent static control.
 - c) Broadloom loop pile carpet shall have inherent static control capability to assure a maximum 3.5 KV rating at 20 percent relative humidity and 70° F as measured by American Association of Textile Chemists and Colorists (AATCC) Test Method 134.
 - d) Carpet shall be installed according to manufacturer's guidelines. The carpet shall be securely attached; have a firm cushion, pad or backing; and be of level loop, textured loop, level-cut pile, or level-cut/uncut pile texture. The maximum pile height shall be ½ inch.
 - e) The carpet backing shall have a minimum 20-year guarantee against tuft pull and zippering, and surface wear shall not be more than 10 percent within 10 years.
 - f) Carpet adhesives shall be non-toxic, low-odor, solvent-free, and shall not produce toxic vapors or contain carcinogenic materials.
 - g) Carpet shall meet federal, state and local flammability standards.
 - h) Carpet shall be installed in accordance with the Carpet and Rug Institute (CRI) Carpet Installation Standard. The installation shall be guaranteed against bubbling, wrinkling, stretching/shrinking, opening seams, or other evidence of poor materials and workmanship for a period of 5 years following installation. This guarantee shall cover normal wear and tear and note deficiencies occurring

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as a result of damage, negligence and/or alterations. The materials shall be guaranteed against wear, delamination, tuft bind and be lightfast for a period of 20 years. The material shall remain colorfast as a result of atmospheric contaminants for a period of five years after installation.

- i) Lessor shall maintain the carpet according to manufacturer's guidelines.
- j) Lessor is responsible for complying with the manufactures moisture mitigations requirements

C. Broadloom carpet requirements:

- 1. Density: 6000 minimum; heavy commercial use.
- 2. Density: 36x finished pile weight divided by pile height.
- 3. Tuft bind for broadloom shall be minimum 6 lbs., ASTM D 1335-98, Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 20 years.
- 4. Face yarn weight: Minimum 22 oz./sq. yd.
- 5. Minimum of 10 lbs. backing delamination test, ASTM D 3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
- 6. Minimum rating of 7 anti-stain tests; AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
- 7. Lessor shall provide 3 percent of product overage, including accent carpet, up to a maximum of 100 sq. yards from the same dye lot for future repairs.

D. Carpet tile requirements:

- 1. Density: 6000 minimum; heavy commercial use.
- 2. Tuft bind strength shall be minimum 5 lbs., ASTM D 1335-98: Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 20 years.
 - a) Face yarn weight: Minimum 21 oz./sq. yd. and Maximum of 23 oz./sf.yd.
 - b) Minimum of 10 lbs. backing delamination test, per ASTM D 3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
 - c) Minimum rating of 7 anti-stain tests, per AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
 - d) Lessor shall provide 3 percent of product overage, including accent carpet, up to a maximum of 100 sq. yards from the same dye lot for future repairs.

E. Ceramic tile flooring requirements:

- 1. Ceramic tile flooring shall have a coefficient of friction of at least 0.6 per ASTM C 1028 (0.8 percent on sloped surfaces steeper than 6 percent). Unless otherwise noted by DGS, provide slip-resistant floor tile with matching wall tile base, and include all inner and outer corner and trim pieces. All adhesives, mastics, and grouts shall be non-toxic and low in volatile organic compound (VOC) emissions and shall be as recommended

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by the ceramic tile manufacturer. All grout shall be sealed and maintained according to manufacturer's guidelines.

F. Resilient flooring requirements:

1. Resilient flooring shall meet ASTM F 1066, FS SS-T-312B, Type IV, Composition 1, Class 2, 12" x 12" having uniform thickness of 1/8" with square true edges of manufacturer's standard color and pattern as selected. Product shall comply with all regulations controlling the use of VOCs. Provide one carton (40 pieces) of additional matching floor tile.
2. Resilient flooring shall have a coefficient of friction of at least 0.6 per ASTM D 2047. It shall be installed in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100 percent solvent-free adhesive.
3. Lessor is responsible for complying with the manufactures moisture mitigations requirements

G. Luxury Vinyl Tile flooring requirements:

1. Construction: 5" wide x 48" long with Micro Bevel Edges
2. Wear Layer: Quantum Guard HP Urethane Aluminum Oxide Topcoat.
3. Overall Thickness: 0.100 inches.
4. Wear Layer Thickness: 0.020 inches.
5. Static Load Limit: 750 psi minimum.
6. Reference Standards: American Society for Testing and Materials (ASTM) 1700.

H. Rubber base requirements:

1. Lessor shall provide and install cove wall base at all carpet and resilient floor finish areas. Wall base shall be extruded rubber cove, 1/8" thick x 4" high complying with ASTM F-1861. The County shall select the color.

2.2 INTERIOR WALLS, PARTITIONS AND VESTIBULES

- A. Walls and partitions shall be 6" above ceiling height unless otherwise noted in Exhibit "A" or Division 3 'Special Provisions.' Subject to code limitations, those indicated as new partitions may be wood or metal stud with plaster or gypsum wallboard or other construction of equal sound transmission coefficient (STC). Provide a minimum STC 32. Demising walls separating County premises and other building tenants shall extend to the underside of structure above and shall be constructed to achieve an STC 50. All enclosed office walls shall be provided with full sound insulation.
- B. Walls of equipment rooms, toilet rooms, conference rooms, hearing rooms, quiet rooms, training rooms, interview rooms, employee break rooms, and where otherwise indicated in Exhibit "A," shall be insulated to prevent transmission of sound or vibration. Wall construction shall achieve a minimum rating of STC 50 as set forth in ASTM E 90.
- C. Furnish and install insulation batts above the finished ceiling on each side of the wall for the entire length of the wall. Min. 4' in depth on each side of wall.

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- D. Moisture-resistant wainscot of wall tile or other County-approved material shall be installed to all plumbing fixture walls and adjacent walls in the toilet rooms. Wall tile shall be a minimum of 4"x 4" glazed ceramic tile unless otherwise noted in Exhibit A. Wainscot shall extend a minimum of 6'-0" above finished floor.
- E. Glazed openings in office partitions shall be set in metal frame assemblies and comply with Consumer Product Safety Commission impact-safety standards.

2.3 CEILINGS

- A. Ceilings of office areas including reception, private offices, open office areas, corridors, and office storage areas shall have suspended "T" bar systems with acoustical lay-in tiles or other approved material with equivalent acoustical qualities.
- B. Where existing "T" bar system with acoustical lay-in tiles are reused, Lessor shall modify ceiling system as necessary to comply with all seismic safety regulations. "T" bar system and ceiling tiles shall be free of all dirt, dust, stains, and damage. Where replacement tiles are installed, all tiles shall be arranged as necessary to provide a uniform appearance in each enclosed space.
- C. Acoustic Performance: NRC 0.70 min. CAC 35 min.

2.4 DOORS

- A. All interior doors shall be solid-core flush wood doors, wood veneer, stained factory finish. Doors shall be a minimum dimension of 3'-0" x 6'-8" x 1-3/4".
- B. Doors shall be manufactured per Window & Door Manufacturers Association (WDMA) and Architectural Woodwork Standards (AWS).
- C. The formaldehyde emission level of all new doors shall not exceed 0.75 parts per million.
- D. Glass vision panels in interior doors and sidelights shall be minimum 1/4" clear tempered glass set in metal frame assemblies. Fire protective glass assemblies shall be provided where required by code.
- E. Where existing door and frame assemblies are reused, Lessor shall patch, repair, adjust, and refinish the assemblies to provide a new-looking appearance.

2.5 DOOR HARDWARE

- A. Lessor shall provide and install door hardware and related items including keying of locksets necessary for a complete installation and operation of doors.
- B. All hardware shall be CBC/ADA access compliant, heavy-duty commercial quality equal to Schlage, Von Duprin or Falcon.
- C. Door hardware shall include (but is not limited to): cylindrical lock and latch sets, door butt hinges, doorstops, push plates, door pulls, closers, and exit devices.
- D. Hinges for exterior outswing doors shall have non-removable pins.

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- E. Doorstops shall be provided and installed wherever an opened door or any item of hardware thereon would strike a wall, column, equipment, or other parts of building construction. Doorstops shall be floor-mounted.
- F. Lessor shall key all keyed locksets as directed by tenant agency and shall provide a minimum of three keys for each lock. For security type facilities, the keying process to be determined by owner and tenant.
- G. Metal thresholds and weather strips shall be provided to all exterior doors. Thresholds shall have non-slip abrasive finish.
- H. Adjustable door closers shall be provided on entrance doors, toilet room doors, vestibule doors, doors with access-control hardware, and where shown on plans, and required by code.
- I. Metal kick plates that are 10" high shall be provided and installed on the push side of all doors equipped with door closers.
- J. Refer to Division 4 Section 4.3 for specific requirements regarding the County's Card Access System (C-Cure).

2.6 MILLWORK

- A. Lessor shall provide and install new millwork as shown and where indicated in Exhibit "A."
- B. All millwork shall be manufactured and installed in accordance with the AWS' latest edition for custom grades. Prior to fabrication, Lessor shall submit to County shop drawings of all new millwork.
- C. Cabinets shall be of sizes and types as indicated in the Exhibit "A." Base cabinets shall have at a minimum one row of drawers and one adjustable shelf below with concealed hinged doors, unless noted otherwise. Lessor shall provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors, unless noted otherwise.
- D. Counter tops shall be finished with plastic laminate or quartz solid surface material. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall be fully formed and have a no-drip edge, and coved splash joint. All counter tops shall have a back and side splash unless otherwise noted. Sinks shall have a sanitary metal rim or be a self-rim stainless steel sink. Sinks shall have the drain located to the back of the basin to accommodate garbage disposal. Other materials may be submitted to the County for approval.
- E. Shelving units shall be a minimum of 3/4" thick white melamine, per AWS. Cover exposed edges with plastic laminate or hardwood edge bound.
- F. Face of millwork shall be high-pressure decorative plastic laminate. NEMA LD-3 grades as required by AWS.
- G. Lessor shall provide cabinet hardware such as (but not limited to): concealed hinges, wire pulls, catches, shelf rests, standards and brackets, and drawer slides. All

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hardware shall comply with ANSI A 156.9-01 and Builders Hardware Manufacturers Association.

- H. All millwork shall be installed in accordance with all seismic safety requirements of the code.
- I. Base cabinets containing sinks shall be CBC/ADA access compliant. Unless otherwise noted, Lessor shall provide cabinet doors with attached toe kicks with rubber base to conceal clear space below.

2.7 GYPSUM BOARD FINISH/PAINTING/WALL COVERING/SEALANTS

- A. Gypsum board finish shall be a smooth, blemish-free, level 4 finish and free of tool marks and ridges. **Heavily textured wall surfaces are not acceptable.**
- B. Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI, antimony and their oxides. All architectural paints and coatings shall comply with VOC limits of the California Green Standards Code unless more stringent local limits apply.
- C. All wall texture and paint colors shall be selected and/or approved by the County.
- D. New surfaces:
 - 1. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of premium quality latex, eggshell paint. **Flat paint is not acceptable.**
 - 2. Break rooms, toilet rooms, and janitorial closets shall be painted with semi-gloss enamel paint.
 - 3. Paint-grade doors and trim shall be latex semi-gloss enamel paint.
 - 4. Stained or natural finish wood shall be finished with sealer and two coats lacquer. They shall be finished using non-toxic, water-based urethanes or similar environmentally sensitive products.
- E. Existing surfaces:
 - 1. Interior walls and plaster or gypsum board ceilings shall be finished in latex eggshell paint.
 - 2. Heavy textured walls shall be sanded smooth and prepared for a new paint finish.
 - 3. Existing wall coverings shall be removed (unless otherwise noted), wall surface shall be prepared, and receive a new paint finish.
 - 4. Doors and frames shall be refinished to provide a new-looking appearance.
 - 5. HVAC registers and grilles shall be in a newly painted condition. In the event the registers are in poor condition; registers shall be replaced by the Lessor.
 - 6. Stained or natural finished wood shall be refinished with sealer and lacquer.
 - 7. Metal toilet stall partitions shall be repainted using electrostatic paint process.
- F. Where alteration work occurs, new painted surfaces shall extend to the natural break.
- G. Interior sealants shall not contain mercury, butyl rubber, neoprene, styrene butadiene rubber (SBR), nitride, aromatic solvents (organic solvent with a benzene ring in its

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molecular structure), fibrous talc or asbestos, formaldehyde, halogenated solvents, lead, cadmium, hexavalent chromium, or their components.

2.8 BUILDING SPECIALTIES

A. Toilet room partitions and accessories: In addition to any code-required toilet room accessories, Lessor shall furnish, install, maintain, and replenish where appropriate, the following accessories:

1. Coin-operated sanitary napkin dispenser (one per women's toilet room)
2. Coat hook (one per toilet stall)
3. Mirror with metal frame assembly (one per lavatory, two or more lavatories may have one continuous mirror)
4. Paper towel dispensers (one per every two lavatories)
5. Sanitary napkin waste receptacle (one per women's toilet stall)
6. Soap dispensers (one per lavatory)
7. Toilet paper dispenser, continuous toilet-paper flow, capable of holding two rolls (one per toilet stall)
8. Toilet seat-cover dispenser (one per toilet stall)
9. Trash receptacles (one per toilet room)
10. Baby changing stations (one per men's and women's toilet room)
11. Electric hand dryers (one per toilet room)

All accessories shall be constructed of stainless steel and exposed surfaces shall have satin finish.

1. Toilet room partitions:
2. New toilet stall partitions shall match building standard.
3. Lessor shall furnish and install privacy screens at all urinal locations – screens shall match toilet partitions.

B. Window treatment:

1. Lessor shall provide and install horizontal or vertical window blinds or other County-approved device for privacy to all windows and interior glazed openings, including interior door sidelights.
2. At sun-exposed areas, Lessor shall provide and install solar screens, reflective glass coatings, reflective glass panes, or other County- and Lessor-approved devices for sun control.

C. Signage:

1. Lessor shall provide and install room identification signage for all rooms.
2. Lessor shall verify signage content, room number designation, and submit mockups of signage types to County for review and approval prior to fabrication.
3. Where signs are mounted on glass, such as but not limited to sidelights, furnish and install a blank of equal material, width, height, and background color to the opposite side of said glass.
4. Signage thickness shall be min. 1/8" thick and colors selected from the manufactures standard color pallet.

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D. Assistive listening devices:

1. Lessor shall provide an assistive listening device system for all meeting, conference, quiet, assembly, and gathering rooms. The system shall comply with all accessibility requirements.

Occupant load less than 50:

- a) One portable system per floor can be shared between rooms with occupant loads less than 50. The system shall be designed to accommodate the largest room size that is being shared. The portable, wireless FM-based system shall include high output acoustic headset(s) such as the Centrum Motiva PFM 360 (or current model) with disposable ear plugs, neck-loop(s), conference microphones and a lockable charger/accessory carry case large enough to hold all equipment. The system shall be hearing aid compatible. Lessor shall provide signage at reception area indicating that the device is available.

Occupant load of 50 or more:

- a) Rooms with more than a 50-person occupant load and fixed seating must have a fixed assistive listing device system for 4 percent of the total number of seats in these rooms, but not less than two seats. Lessor shall provide signage inside each room and in the common hallway and/or corridor indicating that the device is available.

E. Modular systems furniture (MSF):

1. The County may elect to furnish and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel-supported work surfaces, files, components, and access raceways.

Where the County elects to install MSF as described above, Lessor, at Lessor's sole cost and expense, shall perform the following:

- a) Provide electrical engineering and installation of all wiring systems and components as necessary or required from the building's electrical system to the MSF for a complete and fully operational system.
- b) Provide a minimum of four 20-amp circuits to each base feed and/or power pole feed.
- c) Install, terminate and test voice and data communication cabling from the data communication closet to the final point of termination at the MSF panel.
- d) Coordinate the installation of new wall-mounted equipment to prevent interference with the MSF, such as electrical panels, lighting control switching, thermostats, and fire extinguisher cabinets.
- e) Relocate any existing wall-mounted equipment as required to accommodate MSF.
- f) County or its representative shall provide MSF layout drawing(s) to Lessor for use in the preparation of construction documents unless otherwise noted.
- g) County shall complete all procurement procedures for purchase of MSF unless otherwise noted.

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 2**

- h) In the event that the Lessor fails to complete the required construction, improvements, and/or alterations prior to the scheduled MSF delivery date, Lessor, at Lessor's sole cost and expense, shall be responsible for all additional shipping, handling, and storage fees, including any "overtime" labor costs.

2.9 PLUMBING

- A. Lessor shall furnish and install plumbing fixtures in quantity and type as shown in Exhibit "A" and as required by code. Where County occupies multiple floors, Lessor shall provide accessible toilet rooms on each floor. Lessor shall provide one or more drinking fountains within close proximity to office quarters or as indicated on plan. Drinking fountains shall be CBC/ADA access compliant.
- B. Lessor shall provide hot and cold water at each lavatory and sink. Domestic water heaters shall be located not more than 25 feet from furthest point of use unless a hot water recirculation or instantaneous water heater is provided. Water heaters shall initially deliver water at 110° F.
- C. Refrigerators: provide a one-half (1/2") inch cold water stub out with a shut off valve and a wall box at each refrigerator location, even if the refrigerator will not have an icemaker.
- D. Garbage disposals: Minimum one-half (1/2) horse power with sound insulation. Locate the control switch to comply with ADA and CCR Title 24 requirements.

2.10 HEATING, VENTILATING AND AIR CONDITIONING

- A. Lessor shall provide a climate control system consisting of a fully automatic heating, ventilating, and air conditioning system capable of providing conditioned air continuously during occupied hours to the premises per the CMC.
1. The HVAC system shall be designed and capable of maintaining the following temperatures in all occupied areas:
- Operating criteria
Winter: 68° F
Summer: 78° F
- B. Lessor shall furnish and install a dedicated air conditioning system with separate thermostats for the computer room, telecommunication room, server room, and other similar spaces. The system shall be capable of providing conditioned air 24 hours per day, seven days a week. The operating temperature shall comply with the telecommunication equipment manufacturer specifications.
- C. Systems shall be zoned for each building exposure and for interior zones where appropriate. Each zone shall be of a size and shape to ensure even air distribution and temperature control throughout the leased premises.
- D. In multi-tenant buildings, HVAC zones shall not be shared with other building tenants.
- E. The complete HVAC system shall be checked, adjusted, and balanced. The air balance report shall be submitted to the County upon project completion.

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 2**

- F. Lessor shall provide automatic-control time clocks (7-day-programmable) or energy management systems (microprocessors) to allow the shutoff and startup of the HVAC equipment according to the County's occupancy schedule. The County shall determine maximum daily hours of operation. Lessor shall provide one-hour bypass timers for each HVAC system for after-hours operation.

2.11 ENERGY AND ELECTRICAL

A. Energy efficiency and conservation

1. Reporting Requirement where the County is the sole tenant:

B. General electrical requirements:

1. Where electrical service panels are installed to provide service to the County premises, Lessor shall provide and install panels with a minimum of 20 percent more circuit capacity than the Lessor's calculated load total.
2. All appliances and all energy-consuming devices shall be Energy Star certified by the U.S. EPA.

C. Power requirements:

1. Duplex convenience outlets shall be 20A, 125V, three-wire grounding type provided in quantities indicated on the Exhibit "A." Lessor shall provide a minimum of three convenience outlets in each private office.
2. Electrical/data/telephone outlet heights per the CBC.
3. Lessor shall furnish and install all special use outlets, dedicated circuits, and isolated ground convenience outlets for copy machines, electronic communications equipment, and where noted on plan.
 - a) Dedicated circuits shall have individual ungrounded circuit conductors from each device to panel board circuit breaker and individual grounded circuit conductors from each device to the neutral bus located in the panel board. Equipment grounding conductors shall be connected to the grounding electrode system through a ground bus located in the panel board.

D. General lighting requirements:

1. Lighting design guidelines:
 - a) Lighting shall comply with the design guidelines of the current edition of the IESNA Lighting Handbook.
2. Where existing light fixtures are reused, Lessor shall modify fixtures as necessary to comply with all seismic guidelines. Lessor shall thoroughly clean fixture housings, lamps, and fixture lenses. All lenses shall be free of damage and discoloration. There shall be no visual discrepancy between existing lamp color temperature and new lamp color temperature in each enclosed space. Lessor shall replace incandescent lamp fixtures with new high efficiency lamp fixtures where applicable.
3. Where required, lighting panel switches, including exterior lighting, shall have a two-schedule, programmable, seven-day with holiday setting, battery-backup time clock.

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 2**

Time clock operation shall have manual override with a two-hour bypass. Override shall be accessible to the tenant.

E. Communication equipment requirements:

1. Lessor shall provide and install all components as required by the telephone service provider's requirements.
2. Unless otherwise noted, Lessor shall furnish and install a complete structured cabling system from the tenant agency's telecommunication closet(s) to the final point of termination. Lessor shall provide all components such as (but not limited to): cabling, cable labels, cable trays, cable management hardware, patch panels, faceplates, jacks, wall outlets and MSF workstation outlets, as necessary or required for a complete and operational system.
3. The system shall comply with the requirements of the tenant agency's specifications.
4. The County shall not be required to remove any communication equipment and/or cabling described herein either during the lease term or upon termination of this lease.
5. Refer to Division 4 Section 4.2 Voice/Data Systems for additional requirements.

F. Electronic Safety and Security System Requirements:

1. Lessor shall furnish and install a complete Access Control System per County specifications. Refer to Division 4 Section 4.3 Electronic Safety and Security System for Detailed Scope of Work.
2. Lessor shall furnish and install a complete intrusion alarm system per County specifications. Refer to Division 4 Section 4.3 Electronic Safety and Security System Requirements for Detailed Scope of Work.
3. Lessor shall furnish and install surveillance system per County specifications, as needed. Refer to Division 4 Section 4.3 Electronic Safety and Security System Requirements for Detailed Scope of Work.
4. Lessor shall provide adequate and proper electrical power for the above Safety and Security System.
5. The Security System shall be warranted for a period of one (1) year from the date of acceptance. Warranty shall cover all parts, labor, and associated costs.
6. Refer to Division 4 Section 4.3 Electronic Safety and Security Systems.

2.12 PARKING AND PAVING

- A. Provide parking area for number of parking spaces shown in Exhibit "A". Parking areas shall meet County and/or City zoning ordinances and be suitably paved. Parking spaces in existing shopping centers or malls may be used, on a non-exclusive basis, to satisfy parking requirements.
- B. Parking pattern shall be acceptable to the County. Parking area to be marked in accordance with County or City zoning requirements. Parking stalls shall be a minimum of eight (8') feet wide. Clearly identify all County spaces. Coordinate signage with the County.

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 2**

- C. "Exit" and "Entrance" shall be clearly marked and directional arrows shall be provided to conform to parking pattern and designated "Exits" and "Entrances". Provide accessible signage and conform to all applicable laws and codes.
- D. Lessor shall furnish and install bumpers as required by the County or city zoning ordinance to protect the buildings, persons, sidewalk area to prevent exit or entry to the parking area except at designated driveways. Subject to county approval, parking bumpers may be omitted if parking layout results in a safe layout.

END OF DIVISION 2

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 3**

DIVISION 3-SPECIAL PROVISIONS

The following Special Provisions supplement the requirements specified in Divisions 1 and 2. Where Division 3 requirements conflict with Divisions 1 and 2, Division 3 supersedes those requirements.

There are NO SPECIAL PROVISIONS for this Project.

END OF DIVISION 3

**EXHIBIT “B” – OUTLINE SPECIFICATIONS
DIVISION 4**

DIVISION 4-TECHNICAL REQUIREMENTS

The following Technical Requirements supplement the requirements specified in Divisions 1 and 2. Where Division 4 requirements conflict with Divisions 1 and 2, Division 4 supersedes those requirements.

4.1 ENERGY CONSERVATION MEASURES (TO MEET OR EXCEED STATE OF CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24 REQUIREMENTS)

A. The following applies to a new lease project proposal:

1. It is the intent of the County to lease facilities that are energy efficient and that exceed the current minimum State of California, CCR Title 24 energy requirements to the maximum extent economically practical. Energy conservation measures that have a payback period of less than one-half (1/2) of the basic lease term shall be designed into the facility.
2. As a minimum, the following requirements shall be included in the building. All items apply fully for new buildings. For existing buildings, these measures apply to new items or areas of new construction only.
 - a. Each component of the building (building envelope, electrical system and mechanical system) will comply with the CCR Title 24 prescriptive requirements on a stand-alone basis.
 - b. The installed lighting system shall be more efficient than the current CCR Title 24 prescriptive requirements (whole building method, tailored method or area category method) without control credits, to the maximum extent economically practical. The additional energy efficiency shall produce a “break-even” cost, to the County, between the additional installation cost and the savings in energy at a time period of one-half (1/2) of the basic lease term.
 - c. High efficiency motors shall be used where motors five (5) or more horsepower are specified.
 - d. Provide MERV 13 filtration when possible or equivalent engineered modifications for air exchanges to meet recommended requirements by the State & Local Health Department to prevent the spread of diseases.
 - e. For buildings with a total cooling load of 40 tons or larger:
 - 1) The HVAC air delivery system will be variable air volume (VAV) or have equivalent energy savings.
 - 2) Variable speed drives will be installed on all supply fan motors five (5) horsepower or larger.
 - 3) The supply air fan power consumption will not exceed 1.10 watts per cfm except for low temperature air applications (less than or equal to 45°F supply air).
 - 4) Controls shall be provided to maintain minimum outside air at all times.
 - 5) Standalone direct digital controls (DDC) will be installed to control the air conditioning.

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 4**

- f. The highest available Energy Efficiency Ratio (EER) or Seasonal Energy Efficient Ratio (SEER) for air conditioning equipment shall be considered. The use of condensing, indirect evaporation cooling (in conjunction with compressor cooling) or energy reclaim systems are also encouraged, but not required. A list of energy efficiency measures that will be installed in the building shall be submitted with the bid documents showing compliance with the above and any additional measures. (See Paragraph B.)
 - g. Upon bid award, CCR Title 24 documentation will be required to verify the building efficiency.
- B. The following is a partial list of energy conservation measures that shall be investigated for new and existing buildings (retrofit).
- 1. Site
 - a. Orient Building for Maximum Glazing
 - b. Drip Irrigation Water System
 - c. Landscaping to Shade Glazing on the East, South and West
 - d. Timers for Landscape Irrigation System
 - e. Drought Tolerant Landscaping
 - f. Earth Berms
 - 2. Architectural
 - a. Thermal Mass
 - b. Passive Solar Space Heating/Thermal Mass
 - c. Glazing Design
 - d. Clerestory Lighting
 - e. Light Shelves
 - f. Reduced Glazing to Minimum for Function or Optimum Day-lighting of Building
 - g. Shading Devices
 - h. Sidelights
 - i. Skylights
 - j. Tinted Glass (Air Conditioned Spaces)
 - k. Opaque Surfaces
 - l. Ceiling or Roof Insulation (R-30) (New) See footnote 1).a)
 - m. Reflecting Building Surfaces
 - n. Wall Insulation (R-19) (New) See footnote 1).b)
 - o. Under Floor Insulation (New) See footnote 1).c)

1) FOOT NOTES:

- a) R-11 or R-19 ceiling or roof insulation where space is limited and access available and no asbestos present
- b) R-11 or R-19 wall insulation where access is available and no asbestos is present.

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 4**

- c) R-19 underfloor insulation where access is available and no asbestos is present.

3. Electrical

- a. Electronic Ballasts
- b. Ballast Tuning (where day-lighting exists).
- c. Lighting Controls (i.e. Occupancy Sensor Controls and Daylight Sensor Controls for Electrical lights).
- d. Luminaries (i.e. High Efficiency Fluorescent Lighting, Compact Fluorescent Tubes and T-Lamps).
- e. Low Wattage Exit Signs (where required by code).

4. Mechanical

- a. High EER/SEER AC equipment.
- b. Energy Management System
- c. Economizers (three (3) tons and above)
- d. Evaporative Condensers (Central Plant)
- e. Evaporative Cooling (when refrigerated A/C not desired)
- f. Gas Chillers (Central Plan applications)
- g. High Efficiency Chillers/Condensing Unit
- h. High Efficiency or Over-sized Cooling Towers (Central Plant)
- i. High Efficiency Electric Motors
- j. Ground Source Heat Pumps
- k. Indirect Evaporative Coolers
- l. High Efficiency Furnace
- m. Carbon Monoxide Control of Garage Fan
- n. Carbon Monoxide Control of Ventilation Air
- o. Thermal storage (where Central Systems are installed)
- p. Variable Air Volume Central Systems
- q. Variable Speed Fan Drives
- r. Variable Speed Pump Drives
- s. Walk-in Refrigerator Strip-Curtains
- t. Chilled/Hot Water Reset
- u. Multi-Chiller/Boiler Staging (Central Plant)
- v. MERV 13 Filters

5. Plumbing

- a. Extra Domestic Hot Water Pipe (DHW) Insulation
- b. Instantaneous Electric DHW Heaters
- c. Low-Flow Showers
- d. Reduced-Flush Toilets
- e. Extra Storage Tank Insulation
- f. Active Solar DHW

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 4**

- C. Many of the listed examples qualify for rebates under the Sacramento Municipal Utility District (SMUD) New Construction Incentive Program. Call Don Keefer (916) 732-6637, Gary Becker (916) 732-6427 or other appropriate SMUD representatives for more information.

4.2 VOICE/DATA SYSTEMS

- A. The Lessor will furnish and install a complete voice/data cable system. The system shall be installed and tested to meet all ANSI/TIA/EIA standards. The Lessor shall coordinate with the County's voice/data system representative and provide adequate and proper electrical power for the system equipment.

1. Lessor shall furnish a complete system of conduits, or "ring and string", terminal cabinets, racks and backboards ready for the installation of wire and equipment at the telephone outlet, data outlet, and combination telephone / data outlet symbols shown on the drawings.
2. The wiring for the data system shall be four (4)-pair category 6.
3. Division 2 Section E. Modular system furniture may have the important related information.
4. All cable will be supported with cable hangers or J-hooks, no zip ties. Cable cannot rest on ceiling tiles, light fixtures, or HVAC mechanical systems.
5. EMT sleeves with bushings will be installed at all wall penetrations.
6. All penetrated fire rated structures will be fire stopped.
7. Install a pull string with all cable runs.
8. Label both ends of each cable.

- B. Voice/Data Equipment Room Closet Specifications:

1. Conduit stubs through ceilings shall be provided for access to attic area and/or for penetration of sheet rock walls. Conduit stubs shall be a minimum of four (4") inches. All conduit, used or unused, shall be fire blocked.
2. Electrical for telephone switching equipment and data communication equipment shall be determined by equipment type required. (120 volt, 30 amp, single phase or 120 volt, 20 amp, single phase, is typical.)
3. Voice/data equipment room(s) shall have a minimum of four (4) dedicated 120 volt, 20 amp (16 outlets) isolated grounded outlets. One (1) four-plex outlet shall be located on each of the four (4) opposing walls in the center, 12 inches above the floor. Each data rack will have dedicated electrical outlets mounted at its base. 1-20 amp 120 volt duplex and 1-30 amp 120 volt twist lock.
4. Minimum closet backboard requirements: One sheet per closet of 4' x 8' x 3/4" CDX plywood either fire retardant treated or painted with two coats of intumescent paint.
5. Minimum cooling: Refer to Division 2 Section 2.10 Heating, Ventilation and Air Conditioning.
6. Floor space minimum: A 10' x 10' room size or larger.

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 4**

7. Electrical panels may be located in this room no closer than 40" from any backboard. No other floor mounted equipment or electrical transformers are allowed in the room.
8. All electrical service for voice/data equipment room(s) shall feed from same sub panel or circuit breakers separate from the rest of building with isolated grounded outlets.
9. Provide a No. 6 gauge stranded electrical cable from the building's universal grounding point. Terminate on a ground bus bar.
10. Provide 12 strand SM fiber/ LIU's between MPOE and the "Main Data Closet" Wall Mount Corning SPH-001P's
11. Provide and install 2 – 19" data racks (Black) in each data room, seismic brace and ground.
12. Provide and install black ladder rack and mounting hardware for each new data room.
13. Provide and install vertical "Patch Runner" (Panduit) wire management. 6" on the sides 8" center, front and rear management with side panels and doors, from top to bottom of each rack.
14. Provide a Panduit CMPHF2 wire manager for each patch panel for future data switches.
15. Provide and install a minimum of 2 – 4" sleeves in each new data room.

C. Voice/data cable specifications:

All jacks Provide and install all wiring, jacks, faceplates (white 4 port), modular faceplates (black), blanks, patch panels. Manufacture - Krone/ADC or Leviton.

1. All Jacks will be equivalent to cable type, Jacks will be Red.
2. Data cable will terminate on 48 port angled patch panels equivalent to cable and jack type. Leave 18" minimum service loop in ceiling at each station end, power pole, or modular furniture access point.
3. Install 1-25 pair CAT3 cable from main data room to each new data room, terminate on 24 port RJ45 patch panels. One pair per port, pins 4 and 5.
4. Install 6 CAT 6 cables between the building MPOE and main data room. Terminate on surface mount boxes in both locations.
5. All printer locations will receive two data cables unless noted otherwise.
6. Install County supplied AP's with 1 data cable each.
7. All station cable will be terminated using the 568B standard.
8. Terminate cable in kick plate on main spline of modular furniture.
9. If hard walled offices have MSF, one data jack will be terminated in MSF and one wall flush mounted.
10. Labeling scheme: Main data room = LN1-xxx, second data room = LN2-xxx, third data room LN3-xxx, etc.
11. CAD As-built (hard and soft copies) will be made available to County Telecom staff 10 days before scheduled occupancy date.

D. Testing: All station cable will be tested with TIA level III cable tester.

E. Fiber

**EXHIBIT "B" – OUTLINE SPECIFICATIONS
DIVISION 4**

1. Provide and install 1-12 strand OM3 MM fiber from main data room to each new data room.
2. Provide and install "Pretium" PCH rack mount type LIU's with sufficient bulkheads to terminate all fiber.
3. Terminate all fiber with LC connectors.
4. Provide and install inner-duct for all fiber runs.

Lease 1873

3750 Bradview Drive

Sacramento, CA

Exhibit “D”

Legal Description

Real Property in the State of California, County of Sacramento (unincorporated area)

Parcel 9, as shown on the Parcel Map entitled “Bradview Industrial Park”, recorded in Book 107 of Parcel Maps, at Page 22, Records of said county.

APN: 067-0160-042-0000

EXHIBIT "E"

Maintenance Response Timelines		
Type of Problem (The categories of items are for illustrative purposes only.)	Lessor Response to Notification	Lessor Commencement & Completion Time *
Emergency Situations	1 hour	1-4 hours
Life, Health, Safety, Security & Environmental Issues		
Security door, security gate repairs		
Server room HVAC issues		
Alarms		
Utility services disruption		
Water intrusions		
Sewage back-up, restroom overflows		
Break-ins or vandalism		
Other emergency repairs		
Urgent Situations	1 hour	48 hours
Life, Health, Safety, Security & Environmental Issues		
HVAC in employee workspace: Non functional or thermal comfort		
Elevators		
Graffiti		
Other urgent repairs		
Routine	4 hours	1-14 days
Life, Health, Safety, Security & Environmental Issues		
Lighting		
Non-functional sinks/toilets		
General Plumbing		
Door/gate repairs (non-security)		
General electrical		
General mechanical		
Walls/surfaces		
Carpet/flooring (including tears, ripples, trip hazards)		
Odors and noises		
Landscaping		
Other routine repairs		

* The completion times stated herein may be amended/changed/extended by mutual written agreement by parties



RECORDING REQUESTED
WHEN RECORDED MAIL TO:

County of Sacramento
Office of Planning and Environmental Review
827 Seventh Street, Room 225
Sacramento, CA 95814

CONTACT PERSON: Tim Hawkins
TELEPHONE: (916) 874-6141

SPACE ABOVE RESERVED FOR RECORDER'S USE

NOTICE OF EXEMPTION

Project Title:

Lease Agreement No. 1873 – 3750 Bradview Drive, Sacramento, CA 95827

Control Number:

PLER2020-00082

Project Location:

The project is located at 3750 Bradview Drive, in the unincorporated Cordova community.

APN:

067-0160-042

Description of Project:

The project is a new lease agreement for approximately 25,880 square feet an existing building that has been occupied by the Sacramento County Sheriff Department since 1992. There are no planned improvements or changes to the lease premises.

Name of public agency approving project:

Sacramento County – ceqa@saccounty.net

Person or agency carrying out project:

Name: Sacramento County Division of Real Estate, Nick Lavoie
Address: 3711 Branch Center Road, Sacramento, CA 95827
Phone Number: 916-876-6209
Email (if available): lavoien@saccounty.net

Exempt Status:

CATEGORICAL EXEMPTION - Section 15301, Class 1

Reasons why project is exempt:

The proposed project consists of a lease agreement of an existing facility resulting in no expansion of use beyond that previously existing, and is therefore exempt from the provisions of CEQA.

[Original Signature on File]

Tim Hawkins
ENVIRONMENTAL COORDINATOR OF
SACRAMENTO COUNTY, STATE OF CALIFORNIA

Copy To:

County of Sacramento
County Clerk
600 Eighth Street, Room 101
Sacramento, CA 95814

OPR:

State Clearinghouse
1400 Tenth Street
Sacramento, CA 95814

**COUNTY OF SACRAMENTO
CALIFORNIA**

12

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: David Devine, Director, Department of Personnel Services

Subject: Authorization To Execute A Five-Year Amendment To The 2015 Master Agreement With David Corporation, Inc., A Ventiv Technology Company, Not To Exceed \$1,059,000.12, For Software Licensing, System Enhancements And Upgrades And Annual Support/Maintenance Fees For The County's Workers' Compensation And Liability Claims Programs Effective January 1, 2021, Through December 31, 2025

District(s): All

RECOMMENDED ACTION

Adopt the attached resolution that:

1. Authorizes the Director of the Department of Personnel Services (DPS) to execute a five-year amendment to the 2015 Master Agreement with David Corporation, Inc., A Ventiv Technology Company (David Corporation), in the amount of \$1,059,000.12 for the purpose of upgrading the current Workers' Compensation Claims Management computer program and Liability Claims Module to Claims Premier. The amendment also includes related Workers' Compensation and General Liability claims maintenance and support to include SAP reporting, Workers' Compensation and General Liability Claims Premier, annual license fees, managed service hours, consulting hours, and one-time upgrade fees for the General Liability module.
2. Authorizes the Director of DPS to approve non-monetary amendments and monetary decreases to the amendment, terminate the amendment if necessary, authorize assignments, and/also approve negotiated cost increases of no more than 10% of the overall amount of the amendment.

Authorization To Execute A Five-Year Amendment To The 2015 Master Agreement With David Corporation, Inc., A Ventiv Technology Company, Not To Exceed \$1,059,000.12, For Software Licensing, System Enhancements and Upgrades And Annual Support/Maintenance Fees For The County's Workers' Compensation And Liability Claims Programs January 1, 2021, Through December 31, 2025

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BACKGROUND

DPS has contracted with David Corporation for Workers' Compensation and Liability Programs claims administration software since 1991. On December 15, 2015, the Sacramento County Board of Supervisors approved the Agreement between the County and David Corporation by Resolution 2015-0970 for the expenditure of \$750,397 over a five-year period for software licensing, system enhancements/upgrades, and annual support/maintenance fees for the County's Workers' Compensation and Liability Claims Programs to comply more quickly with legislative and regulatory changes as well as to provide a more flexible platform for future improvements. On September 22, 2020, the Board approved an amendment through Resolution 2020-0590 to increase the agreement to \$780,000 for additional enhancements to the system to comply with new State reporting requirements for 2020.

Over the past four and a half years, the Workers' Compensation Program has migrated to a new platform as well as added functionality for MediCare reporting, State reporting, and the development of a paperless claims system including a complex workflow. The Liability Claims Program has upgraded their reporting capability and are in the initial development for system enhancements. The new system's flexibility and its customizable nature have led to the ability to leverage partnerships with David Corporation affiliates to ensure that all regulatory reporting is completed in an effective and timely manner. The proposed contract will continue to provide a platform by which documents move within a paperless environment allowing for a quicker transition and efficient claims management as future regulatory changes occur.

The California Code of Regulations, Title 8, Section 9701 (a) requires claims administrators to submit First Reports of Injury (FROI) and Subsequent Reports of Injury (SROI) to the Workers' Compensation Information System (WCIS) in accordance with the California EDI Implementation Guide for First Reports of Injury and Subsequent Reports of Injury. To comply with reporting requirements, a claims administrator must report FROIs and SROIs to WCIS without data quality errors. Additionally, Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L.110-173) sets forth mandatory reporting requirements for Group Health Plan (GHP) arrangements and for Liability Insurance (including Self-Insurance), No-Fault Insurance, and Workers' Compensation. Failure to report on a timely basis to Medicare can result in fines on the order of \$1,000 per claim, per day.

Authorization To Execute A Five-Year Amendment To The 2015 Master Agreement With David Corporation, Inc., A Ventiv Technology Company, Not To Exceed \$1,059,000.12, For Software Licensing, System Enhancements and Upgrades And Annual Support/Maintenance Fees For The County's Workers' Compensation And Liability Claims Programs January 1, 2021, Through December 31, 2025

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If approved, the amendment will be effective January 1, 2021, for five years and includes an option for the Director of DPS to approve non-monetary Amendments and monetary decreases to the amendment, terminate the amendment if necessary, authorize assignments, and/also approve negotiated cost increases of no more than 10% of the overall amount of the amendment.

Continuation of services with David Corporation will support the mandate of DPS to provide workers' compensation benefits in a timely manner, and in accordance with State statutes and regulations, avoid regulatory fines and penalties as well as support liability claims handling and reporting efforts.

FINANCIAL ANALYSIS

The maximum total costs for the five-year amendment period shall not exceed \$1,059,000.12. Costs for these services are budgeted in the County Workers' Compensation and Liability Funds, which are charged to County departments through the Allocated Cost Package.

Attachment(s):

RES – Resolution

ATT 1 – Amendment

RESOLUTION NO.

CONTRACT AMENDMENT TO THE 2015 MASTER AGREEMENT WITH DAVID CORPORATION, INC., A VENTIV TECHNOLOGY COMPANY, NOT TO EXCEED \$1,059,000.12, FOR SOFTWARE LICENSING, SYSTEM ENHANCEMENTS AND UPGRADES AND ANNUAL SUPPORT/MAINTENANCE FEES FOR THE COUNTY'S WORKERS' COMPENSATION AND LIABILITY CLAIMS PROGRAMS EFFECTIVE JANUARY 1, 2021, THROUGH DECEMBER 31, 2025

WHEREAS, DAVID CORPORATION provides the current Workers' Compensation and Liability Claims software programs and continues to upgrade the system to comply with new reporting requirements initiated by the State and the Federal Government; and

WHEREAS, the upgraded version provides Workers' Compensation and General Liability claims maintenance and support to include SAP reporting, Workers' Compensation and General Liability Claims Premier, annual license fees, managed service hours, consulting hours, and one-time upgrade fees for the General Liability module;

BE IT RESOLVED that the Director of the Department of Personnel Services be and is hereby authorized to execute the Contract amendment to the 2015 Master Agreement for software licensing, system enhancements and upgrades and annual support/maintenance fees for the County's Workers' Compensation and Liability Claims Programs on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with David Corporation, Inc., a Ventiv Technology company and to do and perform everything necessary to carry out the purpose of this Resolution.

BE IT FURTHER RESOLVED that the Board of Supervisors also authorizes the Director of the Department of Personnel Services to approve non-monetary amendments and monetary decreases to the amendment, terminate the amendment if necessary, authorize assignments, and/also approve negotiated cost increases of no more than 10% of the overall amount of the amendment.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the

Contract Amendment To The 2015 Master Agreement With David Corporation, Inc., A Ventiv Technology Company, Not To Exceed \$1,059,000.12, For Software Licensing, System Enhancements And Upgrades And Annual Support/Maintenance Fees For The County's Workers' Compensation And Liability Claims Programs Effective January 1, 2021, Through December 31, 2025

Page 2

Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

AMENDMENT #1 TO MASTER AGREEMENT

This Amendment #1 (“**Amendment**”) dated as of the date of the last signature, below, modifies to the extent specified below, the terms and conditions of the Master Agreement dated January 1, 2016 (“**Master Agreement**”) by and between David Corporation, Inc. (“**DAVID**”) and County of Sacramento (“**Customer**”).

In consideration of the mutual promises and other good and valuable consideration the existence and sufficiency of which is hereby acknowledged, the parties agree that:

1. Client has requested to upgrade to Claims Premier, including Embedded Claims Scoring, Dashboards, KPIs, and Business Analytics ad-hoc Reporting for their General Liability implementation.
 - a. Additional Annual License, Support and Maintenance Fees: **\$61,200.00**
 - b. Annual Managed Service Hours Fee (100 hours): **\$19,500.00**
 - c. The estimated one-time Professional Services Fees: **\$41,340.00**

2. The Master Agreement is hereby renewed for an additional sixty (60) month period. Annual Maintenance and Support Fees will increase each year during the Renewal term at an amount of 3%. Estimated travel & expenses will be billed as incurred and are in addition to the renewal fees. The Fees below include the current Annual Maintenance and Support Fees (renewal), the newly-added Annual Fees for the upgrade of GL to Claims Premier, and the Annual Fees for Managed Services Hours. Additionally, the annual Maintenance Fees for Onbase (Hyland), as well as the annual Consulting Hours for Keymark support have been included. The Annual Fees from Hyland will be invoiced separately for each year upon Ventiv’s receipt of the invoice from Hyland.

<i>Pricing Summary</i>	<i>Year 1 Annual Fee</i>	<i>Year 2 Annual Fee</i>	<i>Year 3 Annual Fee</i>	<i>Year 4 Annual Fee</i>	<i>Year 5 Annual Fee</i>
Maintenance and Support – WC and GL claims (40 licenses), including SAP Reporting w/ Webi	<u>\$131,280.48</u>	<u>\$135,218.89</u>	<u>\$139,275.46</u>	<u>\$143,453.72</u>	<u>147,757.34</u>
Annual License and support fees – OnBase (inc. Forms) 10 named users, 5 workflow users (added 2019)	<u>\$37,289.35</u>	<u>\$38,408.03</u>	<u>\$39,560.27</u>	<u>\$40,747.08</u>	<u>\$41,969.50</u>
Managed Service Hours (Ventiv)	<u>\$19,500.00</u>	<u>\$19,500.00</u>	<u>\$19,500.00</u>	<u>\$19,500.00</u>	<u>\$19,500.00</u>
Consulting Hours (Keymark)	<u>\$25,200.00</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
One – Time Fees for Upgrade to GL	<u>\$41,340.00</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total Annual Fees	\$254,609.83	\$193,126.92	\$198,335.73	\$203,700.80	\$209,226.84

3. Ventiv will provide 100 Managed Services Hours (MSH) each year for the period of 01/01/2021 to 12/31/2025 for a total of 500 hours for the five-year term. These pre-purchased hours at \$195 per hour are discounted based on thresholds and to secure appropriate staffing levels so they do not roll over at the end of the term.
 - a. Managed Service Hours are eroded by Ventiv resources in the pursuit of new deliverables and services or changes to existing deliverables and services on the client’s behalf. This includes all activities and time spent gathering requirements for and designing, developing, testing, and

deploying solutions. Examples of deliverables and services which can be funded by erosion of Managed Service Hours. This is not intended to be an all-inclusive list:


- Data Conversions (import, exports, and procedural)
 - Reports
 - System configuration and workflow
 - Training and Documentation
 - Project Management, Status Meetings, and Working Sessions
 - Upgrade and Migration assistance with aspects such as requirements, testing, training, and coordination
 - Process Consulting
4. First year and Annual Fees will be invoiced upon execution. Payment terms are 30 days from the date of the invoice. In the event Customer requires a purchase order (“**P.O.**”), Customer shall provide such P.O. at the time of execution of this Agreement. Notwithstanding the foregoing, the parties hereby agree for the purposes of this Agreement Customer has authorized, in writing, Ventiv to commence efforts as described in the SOW attached without Customer first issuing a P.O., and Ventiv shall invoice without a P.O. In the event of any conflict between the terms of this Agreement and the P.O. provided by Customer, this Agreement will prevail, solely to the extent of the inconsistency unless otherwise stated.
 4. This current renewal period will be extended and made effective as of 01/01/2021 and will remain in effect until 12/31/2025, at which time it will automatically renew for successive five year periods at the then current rate, increasing annually at the same rate indicated herein, commencing on the anniversary of the end of the Renewal Term (the Initial Term and all Renewal Terms are collectively referred to as the "**Term**").
 5. Unless otherwise defined herein, all capitalized terms will have the meaning set forth in the Master Agreement.
 6. In the event of a conflict between the terms and conditions of the Master Agreement and this Amendment, the terms and conditions of this Amendment will govern.
 7. The content of all attachments to this Amendment (if any) is incorporated into this Amendment for all purposes as if recited herein in its entirety. The Master Agreement, together with its Schedules, Exhibits and Amendments, and this Amendment, together with its attachments, constitute the entire agreement of the parties with respect to the subject matter hereof and, except as provided in this Amendment, all of the terms and conditions of the Master Agreement and any previous amendments, if any, will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized officers or representatives.

COUNTY OF SACRAMENTO


By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF SACRAMENTO

By:  _____
Name: Rick Heys
Title: Supv. Dep County Counsel
Date: 10-26-20

Address:
PO Box 276130
Sacramento, CA 95827

DAVID CORPORATION, INC.

By: Debbie Gruver 
Name: Debbie Gruver
Title: Corporate Counsel
Date: 22/Oct/2020 07:23 PM EDT

Address:
3350 Riverwood Parkway, 20th Floor, Suite #2000,
Atlanta, Georgia 30339

**COUNTY OF SACRAMENTO
CALIFORNIA**

13

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: David Devine, Director, Department of Personnel Services

Subject: Authority To Amend And Increase The Agreement With Navex Global, Inc., To \$138,000 For The Period Of June 1, 2018, To May 31, 2022, For On-Line Discrimination And Harassment Prevention Training For Employees And Supervisors (AB 1825)

District(s): All

RECOMMENDED ACTION

Adopt the attached resolution that authorizes the Director of the Department of Personnel Services to execute the First Amendment with Navex Global, Inc. that amends and increases the agreement by \$8,722.68 from \$129,277.32 to \$138,000 for On-Line, Discrimination and Harassment Prevention Training for Employees and Supervisors (AB 1825).

BACKGROUND

On December July 17, 2018, the Board of Supervisors approved Resolution 2018-0457, authorizing the Director of the Department of Personnel Services to execute a four-year Agreement with Navex Global, Inc., for the expenditure of \$129,277.32 to provide AB 1825 training for employees, temporary employees, and supervisors.

Shortly after paying the current year invoice, the Department determined that the 4% annual increase per year over the four-year term and the temporary employee platform's customization fee were not included in the total amount of the contract.

To ensure continued optimal operation, the Department is requesting an additional \$8,722.68 for the remainder of the contract term. The vendor, Navex Global, Inc., has agreed to waive the 4% increase for the final year of the contract term, June 2021 to May 2022.

Authority To Amend And Increase The Agreement With Navex Global, Inc.,
To \$138,000 For The Period Of June 1, 2018, To May 31, 2022, For On-Line
Discrimination And Harassment Prevention Training For Employees And
Supervisors (AB 1825)
Page 2

FINANCIAL ANALYSIS

The proposed amendment increases the agreement by \$8,722.68 from
\$129,277.32 to \$138,000 for On-Line, Discrimination, and Harassment
Prevention Training for Employees and Supervisors (AB 1825). Costs for
these services will be absorbed within the department's budget.

Attachment(s):

RES – Resolution

ATT 1 – First Amendment

RESOLUTION NO.

AUTHORITY TO AMEND AND INCREASE THE AGREEMENT WITH NAVEX GLOBAL, INC., TO \$138,000 FOR THE PERIOD OF JUNE 1, 2018, TO MAY 31, 2022, FOR ON-LINE DISCRIMINATION AND HARASSMENT PREVENTION TRAINING FOR EMPLOYEES AND SUPERVISORS (AB 1825)

WHEREAS, the parties have previously entered into an Agreement on June 1, 2018, to provide On-Line Discrimination and Harassment Prevention Training for employees and supervisors (AB 1825) hereinafter referred to as "Agreement"; and

WHEREAS, the COUNTY and CONTRACTOR desire to formally amend said Agreement to increase the maximum total payment by \$8,722.68, from \$129,277.32 to \$138,000, to compensate for the 4% annual increase over the four-year term and the customization fee for the temporary platform that was not calculated in the original contract for continued services through the end of the contract term;

BE IT RESOLVED that the Director of the Department of Personnel Services be and is hereby authorized to execute a First Amendment to the existing contract, for the amount set forth above, for On-Line Discrimination and Harassment Prevention Training for employees and supervisors (AB 1825) on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with Navex Global, Inc., and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

Authority To Amend And Increase The Agreement With Navex Global, Inc.,
To \$138,000 For The Period Of June 1, 2018, To May 31, 2022, For On-Line
Discrimination And Harassment Prevention Training For Employees And
Supervisors (AB 1825)
Page 2

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

FIRST AMENDMENT TO AMEND AND INCREASE THE AGREEMENT WITH NAVEX GLOBAL, INC., TO \$138,000 FOR THE PERIOD OF JUNE 1, 2018, TO MAY 31, 2022, FOR ON-LINE DISCRIMINATION AND HARASSMENT PREVENTION TRAINING FOR EMPLOYEES AND SUPERVISORS (AB 1825)

THIS FIRST AMENDMENT is made and entered into this 8th day of December, 2020, by and between the County of Sacramento, a political subdivision of the state of California (“COUNTY”), and Navex Global, Inc., a Delaware corporation, (“CONTRACTOR”).

RECITALS

WHEREAS, the parties have previously entered into an Agreement on June 1, 2018, to provide On-Line Discrimination and Harassment Prevention Training for employees and supervisors (AB 1825) hereinafter referred to as “Agreement”; and

WHEREAS, the COUNTY and CONTRACTOR desire to formally amend said Agreement to increase the maximum total payment by \$8,722.68, from \$129,277.32 to \$138,000, for continued services through the end of the contract term;

NOW THEREFORE, the Agreement is amended as follows:

I. Exhibit C

Maximum Payment To Contractor

The Maximum Total Payment Amount under this Agreement is hereby increased to \$138,000.

II. REAFFIRMATION

In all other respects, the above referenced Agreement, remains unchanged and remains in full force and affect.

III. ENTIRE AGREEMENT

This Agreement, as amended, constitutes the entire understanding between the COUNTY and CONTRACTOR concerning the subject matter contained herein.

IV. EFFECTIVE DATE

This Amendment shall be deemed effective as of the date first written above.

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

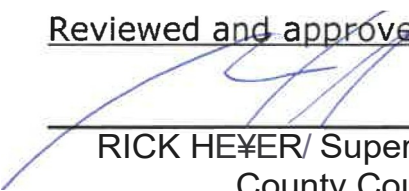
Dated: _____, 2020

COUNTY OF SACRAMENTO, a political subdivision of the state of California

By

DAVID DEVINE, Director
Department of Personnel Services

Reviewed and approved by County Counsel:



RICK HEVER/ Super vising Deputy
County Counsel

Dated: 10/19/20

NAVEX GLOBAL, INC., A
Delaware Corporation

By

Title

"CONTRACTOR"

**COUNTY OF SACRAMENTO
CALIFORNIA**

14

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: Marie Woodin, Director
Environmental Management Department

Subject: Retroactive Approval To Apply For The Local Oversight
Program Grant From California's State Water Resources
Control Board, With Grant Funds Not To Exceed \$574,000

District(s): All

RECOMMENDED ACTION

Approve the attached Resolution authorizing the Environmental Management Department (EMD) to retroactively apply for a Local Oversight Program (LOP) grant from the State Water Resources Control Board (SWRCB) for Fiscal Year 2020-21 in the amount of \$574,000 and approval to apply for future LOP grant from the SWRCB for Fiscal Year 2021-22 and 2022-23.

BACKGROUND

Since the inception of the LOP in 1988, the Board of Supervisors has authorized EMD to apply for LOP grants from the SWRCB. EMD has entered into LOP agreements and received grant funds from the SWRCB every year. From the beginning of EMD's LOP program oversight authorization, EMD has determined that cleanup has been completed on 1,070 sites in Sacramento County, allowing these properties to be utilized for their highest and best purpose.

The purpose of the LOP grant is to provide resources to support local agencies in overseeing the cleanup of petroleum contaminated sites. SWRCB is providing funds up to \$574,000 to EMD for costs incurred in overseeing cleanup.

Historically, EMD has applied for LOP grants after the start of the terms of the grant agreements because the SWRCB requires an adopted Sacramento County Board Resolution specifying that EMD has approval to sign documents related to the application and other grant-related paperwork.

Retroactive Approval To Apply For The Local Oversight Program (LOP) Grant From California's State Water Resources Control Board (SWRCB), With Grant Funds Not To Exceed \$574,000

Page 2

EMD is requesting approval to retroactively apply for a LOP grant from the SWRCB for Fiscal Year 2020-21 and approval to apply for future LOP grants from the SWRCB for both FY 2021-22 and 2022-23. The request is to allow EMD to apply for grant funds that will pay for all LOP costs incurred by EMD for staff activities and to eliminate the need for retroactive applications in the future. The SWRCB is agreeable to this multi-year approval approach and extends this offer to other certified jurisdictions.

Failure to obtain approval to apply for the LOP grant will result in EMD not receiving grant funds and will require EMD to bill property owners directly for all time spent on cleanup oversight. Additional time would be expended by EMD staff to create billing mechanisms, manage complaints for this new billing, and effect collection from property owners. All of this would increase fees EMD would charge for this program. In addition, EMD currently does not have agreements with property owners to bill them for this work.

Retroactive

Retroactive Authority is required for the application of the LOP Grant due to the strict timing of the SWRCB process.

FISCAL IMPACT

This funding has been included in the Fiscal Year 2020-21 budget in the amount of \$574,000. In Fiscal Year 2019-20, the annual program budget was approximately \$523,768 and should not exceed \$574,000 per year for on-going funding through Fiscal Year 2020-21. Adopting this resolution will make it possible for EMD to provide services without raising fees. Adoption will also provide EMD with timely cost reimbursement for cleanup oversight activities.

Attachment:

RES - Resolution

RESOLUTION NO. _____

RETROACTIVE APPROVAL TO APPLY FOR THE LOCAL OVERSIGHT PROGRAM (LOP) GRANT FROM CALIFORNIA'S STATE WATER RESOURCES CONTROL BOARD (SWRCB), WITH GRANT FUNDS NOT TO EXCEED \$574,000

WHEREAS, funds have been established pursuant to the California Health and Safety Code Section 25297 and are available from the State Water Resources Control Board (SWRCB) for grants to certified counties to implement a Local Oversight Program (LOP) for the cleanup oversight of properties contaminated by hazardous substances released from underground storage tanks; and

WHEREAS, the Sacramento County Environmental Management Department is the certified county for the jurisdiction of Sacramento County and is requesting to retroactively apply for the LOP grant from the SWRCB, with grant funds not to exceed \$574,000, for Fiscal Year 2020/2021, and additionally, is requesting to apply for future LOP grants from the SWRCB for fiscal years 2021/2022 and 2022/2023, with grant funds not to exceed \$574,000 per year; and

BE IT RESOLVED that the Sacramento County Environmental Management Department Director, or his or her designee, be and is hereby authorized to retroactively apply for the Fiscal Year 2020/2021 LOP Grant from the SWRCB, and to apply for the Fiscal Year 2021/2022 and Fiscal Year 2022/2023 LOP Grants from the SWRCB, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, and to do and perform everything necessary to carry out the purpose of this Resolution.

RETROACTIVE APPROVAL TO APPLY FOR THE LOCAL OVERSIGHT PROGRAM (LOP) GRANT FROM CALIFORNIA'S STATE WATER RESOURCES CONTROL BOARD (SWRCB), WITH GRANT FUNDS NOT TO EXCEED \$574,000

Page 2

ON A MOTION by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors, County of Sacramento, this ____ day of, _____ 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: Peter Beilenson, Director, Health Services

Subject: Authority To Execute An Expenditure Agreement With Central Star Behavioral Health, Inc., In The Amount Of \$1,150,000, From The Date Of Board Approval Through June 30, 2021, For The Provision Of Drug Medi-Cal Organized Delivery System Outpatient And Intensive Outpatient Treatment Services

District(s): All

RECOMMENDED ACTIONS

Approve the attached Resolution authorizing the Director of the Department of Health Services (DHS), or designee, to:

1. Execute an expenditure agreement with Central Star Behavioral Health, Inc., in the amount of \$1,150,000, from the date of Board approval through June 30, 2021, for the provision of Drug Medi-Cal Organized Delivery System outpatient and intensive outpatient treatment services to Sacramento County beneficiaries, 12-26 years of age.
2. Amend the agreement for non-monetary changes, monetary decreases, to assign or terminate, to extend the term, and to monetarily increase the total amount of the agreement by no more than 10 percent or \$25,000, whichever is less.

BACKGROUND

DHS contracts with community-based providers for the provision of Drug Medi-Cal Organized Delivery System (DMC-ODS) substance use disorder (SUD) treatment services, which are entitlement services for Sacramento County beneficiaries. In compliance with DMC-ODS network adequacy standards, as required by the California Department of Health Care Services (DHCS), DHS is requesting to contract with Central Star Behavioral Health, Inc., (Central Star) to increase network service capacity.

Authority To Execute An Expenditure Agreement With Central Star Behavioral Health, Inc., In The Amount Of \$1,150,000, From The Date Of Board Approval Through June 30, 2021, For The Provision Of Drug Medi-Cal Organized Delivery System Outpatient And Intensive Outpatient Treatment Services
Page 2

Central Star has been providing services since 1988 and has received statewide and national recognition as a provider of behavioral health services. Central Star has specifically aligned itself to reach Sacramento County residents who fail to connect with treatment services and cycle through local emergency rooms. On September 10, 2020, Central Star notified DHS it had received certification from DHCS to provide DMC-ODS outpatient and intensive outpatient treatment services at its Capital Star location at 401 S. Street, Sacramento, CA, 95811.

The recommended action will allow Central Star staff to provide outpatient and intensive outpatient services to individuals with a SUD diagnosis, as medically determined and in accordance with an individualized treatment plan. The contracted amount will support Central Star in serving approximately 60 Sacramento County beneficiaries, 12-26 years of age, annually.

A licensed professional or a certified counselor will provide services in-person, by telephone, or by tele-health at the designated service location and/or any appropriate, confidential setting in the community. Outpatient services will include intake and assessments, treatment planning, individual counseling, group counseling, family therapy, collateral services, member education, medication services, crisis intervention services, and discharge planning. Outpatient services will be provided up to six hours per week for youth and up to nine hours per week for adults when determined to be medically necessary and in accordance with an individualized client plan.

Intensive outpatient services will include the same components as outpatient services, but are distinguished by an increased number of service hours. When determined to be medically necessary and in accordance with an individualized client plan, intensive outpatient services will be provided for a minimum of six hours to a maximum of 19 hours per week for youth and a minimum of nine hours to a maximum of 19 hours per week for adults.

As DHS builds DMC-ODS network service capacity, DHS is recommending that agreements be initiated for all DMC-ODS substance use treatment providers certified by DHCS; therefore, a competitive bid process was not conducted. An Exception to Bid was approved by the DHS Director on October 22, 2020, and the Sacramento County Purchasing Agent on October 23, 2020. Once adequate network capacity is reached, DHS will utilize a competitive bid process to select new service providers.

Authority To Execute An Expenditure Agreement With Central Star Behavioral Health, Inc., In The Amount Of \$1,150,000, From The Date Of Board Approval Through June 30, 2021, For The Provision Of Drug Medi-Cal Organized Delivery System Outpatient And Intensive Outpatient Treatment Services
Page 3

71-J Analysis

County Counsel has determined that expenditure agreements of this type are not subject to 71-J of the County Charter because the State's Health and Safety Code 11812 dictates that "each county shall utilize available private drug abuse prevention and treatment resources and facilities in the County prior to developing new county-operated resources or facilities when such private drug abuse program resources or facilities are as favorable in quality and cost as those operated by the county." This law applies to any funding that flows through the State (e.g., Federal funds) and to the County's matching vehicle code fine revenue funds. As this program receives no other funding than those listed previously, this program is not subject to 71-J because State laws supersede Section 71-J of the County Charter.

FINANCIAL ANALYSIS

Sufficient revenue and appropriations for this recommended action are included in the DHS FY 2020-21 Adopted Budget. In anticipation of increasing DMC-ODS network service capacity, Realignment and Federal Financial Participation funds were included in the Adopted Budget and designated for provider contracts. Realignment funds in the amount of \$625,000 and Federal Financial Participation funds in the amount of \$525,000 will be allocated for this expenditure agreement with Capital Star.

Attachment:

RES – Authority To Execute An Expenditure Agreement With Central Star Behavioral Health, Inc.

RESOLUTION NO. _____

AUTHORITY TO EXECUTE AN EXPENDITURE AGREEMENT WITH CENTRAL STAR BEHAVIORAL HEALTH, INC., IN THE AMOUNT OF \$1,150,000, FROM THE DATE OF BOARD APPROVAL THROUGH JUNE 30, 2021, FOR THE PROVISION OF DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM OUTPATIENT AND INTENSIVE OUTPATIENT TREATMENT SERVICES

BE IT RESOLVED that the Director of the Department of Health Services, or designee, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, be and is hereby authorized to execute an expenditure agreement with Central Star Behavioral Health, Inc., in the amount of \$1,150,000, from the date of Board approval through June 30, 2021, for the provision of Drug Medi-Cal Organized Delivery System outpatient and intensive outpatient treatment services to Sacramento County beneficiaries, 12-26 years of age, and to do and perform everything necessary to carry out the purpose of this resolution.

BE IT FURTHER RESOLVED that the Director of the Department of Health Services, or designee, is authorized to amend the agreement for non-monetary changes, monetary decreases, to assign or terminate, to extend the term, and to monetarily increase the total amount of the agreement by no more than 10 percent or \$25,000, whichever is less.

Authority To Execute An Expenditure Agreement With Central Star Behavioral Health, Inc., In The Amount Of \$1,150,000, From The Date Of Board Approval Through June 30, 2021, For The Provision Of Drug Medi-Cal Organized Delivery System Outpatient And Intensive Outpatient Treatment Services
Page 2

On a motion by Supervisor _____, seconded by Supervisor _____, the forgoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(S E A L)

ATTEST: _____
Clerk, Board of Supervisors

**COUNTY OF SACRAMENTO
CALIFORNIA**

16

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: Peter Beilenson, Director, Health Services

Subject: Authority To Execute A Revenue Agreement With CARES Foundation In The Amount Of \$185,000, For The Term Beginning January 1, 2021, Through December 31, 2021, For HIV Pre-exposure Prophylaxis Navigator Services

District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution authorizing the Director of the Department of Health Services (DHS), or designee, to:

1. Execute a revenue agreement with CARES Foundation in the amount of \$185,000, beginning January 1, 2021, through December 31, 2021, for HIV Pre-Exposure Prophylaxis (PrEP) Navigator Services.
2. Amend this agreement for non-monetary changes, monetary decreases, to terminate or to assign, to extend the term as needed, and to monetarily increase the total agreement amount by no more than 10 percent of the total value of the agreement or \$25,000 per year, whichever is less.

BACKGROUND

The purpose of this funding is to support the Sacramento County PrEP Navigation Program, established in May 2020, and expand PrEP access. Existing staff will be responsible for prescribing PrEP, developing protocols and strategies to engage and link priority populations, providing PrEP education to clients and public health staff, and providing medication adherence support and services.

PrEP is a biomedical intervention for HIV-negative individuals demonstrated to be effective at reducing the transmission of HIV infection by over 90%, when taken consistently. The Centers for Disease Control and Prevention (CDC) recommends PrEP as an evidence-based intervention to prevent HIV transmission. A comprehensive, system-wide approach is necessary to

ensure that HIV-negative persons at high risk for HIV are effectively linked to and provided with appropriate support for PrEP-related services.

Sacramento County has been identified by The CDC as a high-priority County for HIV prevention services in the effort to end the national HIV epidemic. There were 1,800 newly-diagnosed HIV infections among Sacramento County residents from 2008-2017, for a total of 4,323 People Living with HIV in Sacramento County as of December 31, 2017 (most recent data available). The rate of new diagnoses is higher in minority populations and some hard-to-reach at-risk populations. Focused efforts for outreach to these identified populations with education, screening, and prevention measures, such as implementation of PrEP, are necessary to reverse the trends.

CARES Foundation is a 501(c)(3) nonprofit that provides grants to organizations in the greater Sacramento area that serve the needs of people with HIV/AIDS, aid in the prevention of HIV/AIDS transmission, or raise social awareness to end discrimination and stigma. These grants may include funds for general support or for specific projects/programs, including those dedicated to HIV education and research. This will be the second year that Sacramento County Public Health has been awarded funding from the CARES Foundation (#357R).

71-J Analysis

Revenue agreements are not subject to Section 71-J of the Sacramento County Charter.

FINANCIAL ANALYSIS

Sufficient revenue and appropriations in the amount of \$92,500 are included in the DHS Fiscal Year (FY) 2020-21 Adopted Budget and \$92,500 will be included in the DHS FY 2021-22 Requested Budget. DHS will monitor revenues and appropriations included in the FY 2020-21 Adopted Budget and, if necessary, return to the Board for authority to process an Appropriation Adjustment Request.

Attachment:
RES - Resolution

RESOLUTION NO. _____

AUTHORITY TO EXECUTE A REVENUE AGREEMENT WITH CARES FOUNDATION IN THE AMOUNT OF \$185,000, FOR THE TERM BEGINNING JANUARY 1, 2021, THROUGH DECEMBER 31, 2021, FOR HIV PRE-EXPOSURE PROPHYLAXIS NAVIGATOR SERVICES

BE IT RESOLVED that the Director of the Department of Health Services, or designee, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, be and is hereby authorized to execute a revenue agreement with CARES Foundation in the amount of \$185,000, for the term beginning January 1, 2021, through December 31, 2021, for HIV Pre-Exposure Prophylaxis Navigator Services, and to do and perform everything necessary to carry out the purpose of this Resolution.

BE IT FURTHER RESOLVED that the Director of the Department of Health Services, or designee, is authorized to amend this agreement for non-monetary changes, monetary decreases, to terminate or to assign, to extend the term as needed, and to monetarily increase the total agreement amount by no more than 10 percent of the total value of the agreement or \$25,000, per year, whichever is less.

Authority To Execute A Revenue Agreement With CARES Foundation In The Amount Of \$185,000, For The Term Beginning January 1, 2021, Through December 31, 2021, For HIV Pre-exposure Prophylaxis Navigator Services
Page 2

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**COUNTY OF SACRAMENTO
CALIFORNIA**

17

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: Peter Beilenson, Director, Health Services

Subject: Authority To Amend And Increase The Expenditure Agreement With Runyon Saltzman, Inc., In The Amount Of \$3,000,000, For The Term Ending June 30, 2023, To Provide Increased Media Consulting Services

District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution authorizing the Director of the Department of Health Services (DHS), or designee, to:

1. Amend and increase the expenditure agreement with Runyon Saltzman, Inc., in the amount of \$3,000,000, from \$1,500,000 to \$4,500,000, for the term ending June 30, 2023, to provide increased media consulting services.
2. Further amend this agreement for non-monetary changes, monetary decreases, to terminate, to assign or to extend the term of this agreement, and to monetarily increase the total amount of the agreement by no more than 10 percent or \$25,000 per year, whichever is less.

BACKGROUND

On December 17, 2019, by Resolution No. 2019-0867, the Board approved an expenditure agreement for Runyon Saltzman, Inc., in the amount of \$1,500,000 through June 30, 2023 (Contract #353).

Runyon Saltzman, Inc., has been providing media consulting services for Public Health programs since January 1, 2020. As part of the Public Health response to COVID-19 in Sacramento, there has been an increased need to use media outreach to inform the public about COVID-19 prevention, testing, mental health, and general education. Some communities in disadvantaged areas have been disproportionately impacted by COVID-19, thus necessitating additional outreach and education in those communities. For this reason, it

Authority To Amend And Increase The Expenditure Agreement With Runyon Saltzman, Inc., In The Amount Of \$3,000,000, For The Term Ending June 30, 2023, To Provide Increased Media Consulting Services
Page 2

became necessary to increase the funding limit for Runyon Saltzman, Inc., in order to support these additional needs.

71-J Analysis

This agreement is not subject to 71-J because of the special services required for this program. County classifications minimum qualifications do not include the ability to develop, create and purchase media.

FINANCIAL ANALYSIS

There is sufficient revenue and appropriations in the Fiscal Year (FY) 2020-21 Adopted Budget. All media campaigns through FY 2022-23 will be fully funded through approved grant budgets. If funding for media is reduced or eliminated at any time within the term of this agreement, the media campaigns will be reduced or terminated to meet the approved grant requirements. Funding in the amount of \$1,500,000 will be from the Coronavirus Relief Fund allocation for Sacramento County. The remaining \$1,500,000 will be funded by various Public Health grants, such as Tobacco Education. There is no net increase to County cost as a result of this requested action.

Attachment:
RES – Resolution

RESOLUTION NO. _____

AUTHORITY TO AMEND AND INCREASE THE EXPENDITURE AGREEMENT WITH RUNYON SALTZMAN, INC., IN THE AMOUNT OF \$3,000,000, FOR THE TERM ENDING JUNE 30, 2023, TO PROVIDE INCREASED MEDIA CONSULTING SERVICES

BE IT RESOLVED that the Director of the Department of Health Services, or designee, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, be and is hereby authorized to amend and increase the expenditure agreement with Runyon Saltzman, Inc., in the amount of \$3,000,000, from \$1,500,000 to \$4,500,000, for the term ending June 30, 2023, to provide increased media consulting services and to do and perform everything necessary to carry out the purpose of this Resolution.

BE IT FURTHER RESOLVED that the Director of the Department of Health Services, or designee, is authorized to further amend this agreement for non-monetary changes, monetary decreases, to terminate, to assign or to extend the term of this agreement, and to monetarily increase the total amount of this agreement by no more than 10 percent or \$25,000 per year, whichever is less.

Authority To Amend And Increase The Expenditure Agreement With Runyon Saltzman, Inc., In The Amount Of \$3,000,000, For The Term Ending June 30, 2023, To Provide Increased Media Consulting Services
Page 2

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**COUNTY OF SACRAMENTO
CALIFORNIA**

18

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: Peter Beilenson, Director, Health Services

Subject: Approve A Salary Resolution Amendment (SRA No. 2021-031B) And The Conflict Of Interest Code To Add 12.0 FTE Limited Term Positions And 1.0 FTE Permanent Position To The Department Of Health Services Program, Epidemiology and Laboratory Capacity (ELC Enhancing Detection Program), And The Communicable Disease Control Program; And Approve An Appropriation Adjustment Request (AAR) In The Amount Of \$3,306,711 (AAR 2021-2010)

District(s): All

RECOMMENDED ACTIONS

1. Approve the attached Salary Resolution Amendment (SRA) and the Conflict of Interest Code to add 2.0 FTE Limited Term (LT) Epidemiologists, 1.0 FTE LT Health Program Coordinator, 1.0 FTE LT Health Educator, Range B, 3.0 FTE LT Public Health Microbiologists, 1.0 FTE LT Office Specialist, Level 2, 1.0 FTE LT Administrative Services Officer 2, 1.0 FTE LT Human Services Program Planner, Range B, 2.0 FTE LT Sr. Public Health Nurses, and a 1.0 FTE Supervising Public Health Nurse to the Department of Health Services (DHS), Epidemiology and Laboratory Capacity (ELC Enhancing Detection Program), and the Communicable Disease Control (DCDC) Program, resulting in a net increase of 13.0 FTEs.
2. Approve an Appropriation Adjustment Request (AAR) in the amount of \$3,306,711 (AAR 2021-2010)

BACKGROUND

The Department of Health Services (DHS) is requesting the addition of 12.0 FTE limited term positions and a 1.0 FTE permanent position, in order to meet the requirements of the State of California, Department of Public

Approve A Salary Resolution Amendment (SRA No. 2021-031B) And The Conflict Of Interest Code To Add 12.0 FTE Limited Term Positions And 1.0 FTE Permanent Position To The Department Of Health Services Program, Epidemiology and Laboratory Capacity (ELC Enhancing Detection Program), And The Communicable Disease Control Program; And Approve An Appropriation Adjustment Request (AAR) In The Amount Of \$3,306,711 (AAR 2021-2010)

Page 2

Health (CDPH) ELC Enhancing Detection Program and the CDPH/DCDC Program.

On August 11, 2020, DHS received an allocation letter from CDPH for reimbursement for the Paycheck Protection Program and Health Care Enhancement Act Response Activities for Cross-Cutting Emerging Issues. Funding for these activities is covered for the period May 18, 2020, to November 17, 2022. The Board gave authority to execute the revenue agreement (385R) for this allocation on April 21, 2020, (Resolution No. 2020-0257); however, positions and operational costs were not added at that time. These funds are intended to provide critical resources to local health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities, including the establishment of modernized public health surveillance systems.

This allocation spans six different strategies that collectively build upon current investment and better prepare Sacramento County to address COVID-19 response needs and allow DHS to prioritize and target resources to those most vulnerable to the impacts of the disease.

Strategies:

- Enhance laboratory, surveillance and other workforce capacity for DHS staffing needs to implement actions across all strategies;
- Strengthen laboratory testing to include building high throughput capacity in the Public Health Laboratory as well as expanding partnerships to increase the reach of testing services;
- Advance electronic data exchange at the laboratory by improving and/or replacing the existing disease reporting system, CalREDIE;
- Improve Public Health surveillance and reporting of electronic health data by enhanced disease monitoring activities to identify disparities and track progress in reducing disparities over time;
- Use laboratory data to enhance investigation, response, and prevention by supporting the State of California's comprehensive contact tracing program, California Connected; and
- Coordinate and engage with partners under the state's roadmap to resilience.

CDPH/DCDC funding term is February 1, 2020, through June 30, 2023, and is intended to enhance infectious disease prevention and control. DHS has

Approve A Salary Resolution Amendment (SRA No. 2021-031B) And The Conflict Of Interest Code To Add 12.0 FTE Limited Term Positions And 1.0 FTE Permanent Position To The Department Of Health Services Program, Epidemiology and Laboratory Capacity (ELC Enhancing Detection Program), And The Communicable Disease Control Program; And Approve An Appropriation Adjustment Request (AAR) In The Amount Of \$3,306,711 (AAR 2021-2010)

Page 3

identified a need for a Supervising Public Health Nurse in order to address and implement gaps in core public health functions within the County. The Board gave authority to execute the revenue agreement (#366R) for this allocation on March 24, 2020, (Resolution No. 2020-0176); however, this position was not created at that time.

Key strategic targets for infectious disease prevention and to control local infrastructure are: disease surveillance and reporting; monitoring and evaluating disease-specific prevention activities; increased local capacity to respond to communicable disease outbreaks and emerging infectious diseases (such as the novel coronavirus); and, public health laboratory and information technology.

New Positions

Add			
Funding Source	Funding Term	Job Classes	No. of FTEs
CDPH ELC Enhancing Detection Program Grant	5/18/2020 – 11/17/2022	2.0 FTE LT Epidemiologists 1.0 FTE LT Health Program Coordinator 1.0 FTE LT Health Educator, Range B 3.0 FTE LT Public Health Microbiologists 1.0 FTE LT Office Specialist, Lv 2 1.0 FTE LT Administrative Services Officer II 1.0 FTE LT Human Services Program Planner, Range B 2.0 FTE LT Sr. Public Health Nurses	12.0
CDPH CDCD Grant	2/01/2020 – 6/30/2023	1.0 FTE Supervising Public Health Nurse	1.0
TOTAL			13.0

Conflict of Interest

The Political Reform Act requires governmental agencies to identify and designate those positions and offices within the organization, which are subject to conflict of interest disclosure. After careful review of all the

Approve A Salary Resolution Amendment (SRA No. 2021-031B) And The Conflict Of Interest Code To Add 12.0 FTE Limited Term Positions And 1.0 FTE Permanent Position To The Department Of Health Services Program, Epidemiology and Laboratory Capacity (ELC Enhancing Detection Program), And The Communicable Disease Control Program; And Approve An Appropriation Adjustment Request (AAR) In The Amount Of \$3,306,711 (AAR 2021-2010)

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requested positions in accordance with the FPPC requirements and Sacramento County’s decision tool, the department recommends that the Board of Supervisors amend the Conflict of Interest Code for the listed positions below in this SRA.

Additions		Disclosure Categories					
Job Title	Position ID	A	B	C	D	E	F
Health Program Coordinator	NEW	X			X		
Human Services Program Planner	NEW	X			X		
Supervising Public Health Nurse	NEW	X			X		

FINANCIAL ANALYSIS

The requested additional positions will result in an annualized salary and benefit cost increase of \$1,571,629, and an estimated Fiscal Year 2020-21 cost increase of \$785,816. The amount of \$50,000 is being added to extra help and \$2,470,895 is being added to operational costs for Fiscal Year 2020-21 for the ELC Enhancing Detection Program for a total AAR amount of \$3,306,711. These positions, related costs and operational costs are fully funded through revenue agreements with CDPH. Public Health grants are typically in 2-5 year cycles. Should grant funds not be renewed or additional funding identified for the permanent Supervising Public Health Nurse, Public Health will evaluate the need to restructure staffing and programmatic operations. There is no impact to the General Fund.

Attachments:

RES – Salary Resolution Amendment

ATT 1 – Add Delete Sheet SRA No. 2021-031B

ATT 2 – Appropriation Adjustment Request (AAR 2021-2010)

RESOLUTION NO. _____

WHEREAS, Salary Resolution No. 2000-0877 is amended as specified in the attached page(s); and

WHEREAS, except as amended by this resolution, said Annual Salary Resolution shall remain in full force and effect;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, County of Sacramento, resolves and determines the effective date of each amendment will be specifically set forth in the attached pages(s). On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 8th day of December 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(S E A L)

ATTEST: _____
Clerk, Board of Supervisors

SECTION 81 - HEALTH SERVICES

Action	Pos ID	Job ID	Job Title	Pos Type	FTE	Job Subtotal
Add*		27604	Administrative Services Officer 2	LT FT	1.0	1.0
Add*		27945	Epidemiologist	LT FT	1.0	
Add*		27945	Epidemiologist	LT FT	1.0	2.0
Add*		28035	Health Educator Range B	LT FT	1.0	1.0
Add*		28052	Health Program Coordinator	LT FT	1.0	1.0
Add*		28065	Human Services Program Planner Range B	LT FT	1.0	1.0
Add*		28215	Office Specialist Level 2	LT FT	1.0	1.0
Add*		28253	Public Health Microbiologist	LT FT	1.0	
Add*		28253	Public Health Microbiologist	LT FT	1.0	
Add*		28253	Public Health Microbiologist	LT FT	1.0	3.0
Add*		28257	Senior Public Health Nurse	LT FT	1.0	
Add*		28257	Senior Public Health Nurse	LT FT	1.0	2.0
Add*		28258	Supervising Public Health Nurse	Perm FT	1.0	1.0
				Position FTE		
				Total	13.0	13.0
			Net Section FTE Change		13.0	13.0

*New Position

APPROPRIATION ADJUSTMENT REQUEST

2. Department Name Health Services Department Name (if applicable) _____ 3. Date 10/28/2020

4. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND#	INDEX#	ACCOUNT	ACCOUNT TITLE	AMOUNT
SOURCE OF FINANCING				<i>See attached for details</i>	
USE OF FINANCING					

5. JUSTIFICATION (Attach Memo if Necessary)

Public Health

To increase Revenues and appropriations for 13.0 PTE Extra Help, and operational costs for ELK Enhancing Detection Program and Communicable Disease Control program

Department Head Peter Beilenson Director Department Head (if applicable) _____
 By: Maria Sandoval Date: 10/28/2020 By: _____ Date: _____

6. ACTION Dept. Head Approval(s) only required Auditor-Controller
 Board Action Required By: Jun Nguyen Date: 11/5/2020
 Four-Fifths Vote Required

7. APPROVAL Approve County Executive
 Disapprove By: Ute Lavarico Date: 11/3/2020

8. RESOLUTION
 On a motion by Supervisor _____, seconded by Supervisor _____
 the foregoing resolution was passed and adopted by the BOARD OF SUPERVISORS of the County of Sacramento, State of California, this _____ day of _____, 19____ by the following vote, to wit:
AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,
 Resolution Number _____
 (SEAL) _____
 ATTEST: _____
 CLERK OF THE BOARD OF SUPERVISORS
 CHAIR OF THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY CALIFORNIA

For the Agenda of:
December 8, 2020

To: Board of Supervisors
Through: Navdeep S. Gill, County Executive
From: Scott R. Jones, Sheriff, Sheriff's Office
Subject: Authorization To Execute An Operational Agreement With
Crime Victims Assistance Network I-CAN For Mutual
Collaboration Regarding Services To Victims Of Crime For
The Period Of January 1, 2021, Through December 31,
2024
District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution authorizing the Sheriff, or his designee, to execute an Operational Agreement with the Crime Victims Assistance Network (I-CAN) for the period of January 1, 2021, through December 31, 2024, including any necessary non-monetary changes, modifications, or amendments.

BACKGROUND

The Sacramento Sheriff's Office (SSO) is requesting authorization to execute an Operational Agreement with I-CAN. I-CAN was created to help support and advocate for victims of violence. Their purpose is to provide victim centered, comprehensive services to victims of violent crime, to treat victims with dignity and respect, and to help ensure that this continues through the healing journey. I-CAN provides therapy/counseling services, victim advocacy, victim accompaniment to court and parole hearings, and resource and referral information.

By executing this OA, the SSO agrees to allow I-CAN to provide informational presentations at roll call briefings when appropriate and to distribute I-CAN compact information card to victims as needed. I-CAN agrees to provide compact information cards to the SSO for distribution when requested and provide an advocate, when available, to meet victims at SSO offices to provide emotional support and information.

Authorization To Execute An Operational Agreement With Crime Victims Assistance Network I-CAN For Mutual Collaboration Regarding Services To Victims Of Crime For The Period Of January 1, 2021, Through December 31, 2024

Page 2

FINANCIAL ANALYSIS

No funds are being exchanged between the SSO and I-CAN pursuant to this Operational Agreement. There will be no net cost to the County.

Attachments: RES - Resolution
ATT 1 - Operational Agreement I-CAN

RESOLUTION NO. _____

AUTHORIZATION TO EXECUTE AN OPERATIONAL AGREEMENT WITH CRIME VICTIMS ASSISTANCE NETWORK I-CAN FOR MUTUAL COLLABORATION REGARDING SERVICES TO VICTIMS OF CRIME FOR THE PERIOD OF JANUARY 1, 2021, THROUGH DECEMBER 31, 2024

BE IT RESOLVED AND ORDERED that the Sacramento County Sheriff, or his designee, is hereby authorized and directed on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, to execute an Operational Agreement with Crime Victims Assistance Network I-CAN for collaboration regarding victim services for the period of January 1, 2021, through December 31, 2024, including any necessary non-monetary changes, modifications, or amendments.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors



Operational Agreement
Between
Crime Victims Assistance Network I-CAN
and
Sacramento Sheriff's Office

This operational agreement stands as evidence that Crime Victims Assistance Network I-CAN and the Sacramento Sheriff's Office intend to work together toward the mutual goal of providing quality services to victims of violent crime residing in Sacramento County.

To this end, Crime Victims Assistance Network I-CAN and the Sacramento Sheriff's Office will coordinate the following services to each other for service provision and consultation:

Specifically, both Crime Victims Assistance Network I-CAN and Sacramento Sheriff's Office agree to:

- Provide cross-client referrals as appropriate
- Provide speakers for professional trainings/volunteer trainings when available

Sacramento Sheriff's Office agrees to:

- Allow I-CAN to provide informational presentations at roll call briefings when appropriate and to distribute I-CAN compact information cards to victims as needed

I-CAN agrees to:

- Provide I-CAN compact information cards to the Sheriff's Office for distribution when requested
- Provide an advocate, when available, to meet with victims at Sheriff's stations to provide emotional support and information

Crime Victims Assistance Network I-CAN and Sacramento Sheriff's Office are committed to working together to enhance communication and facilitate coordinated, effective services to victims of violent crime in Sacramento County.

Mutual Indemnification

Each party shall defend, indemnify and hold harmless the other, its officers, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, without limitation including payment of reasonable attorneys' fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability arising out of, or in any way connected with the respective responsibilities and duties hereby undertaken, except that each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, agents, employees and volunteers. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

Insurance

Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional insurance, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

Termination

Either party, at its sole discretion, upon thirty (30) days advance written notice may terminate this OA with or without cause.

Financial Provisions

No funds are being exchanged between the parties pursuant to this OA.

Amendments

Amendments to this OA can only be made through the mutual written agreement of the parties.

Any amendments of this OA must be signed by the appropriate representatives of the agencies and thereupon incorporated into the OA by this reference.

Term

This OA shall be in effect for the period of three years beginning 01/01/2021 through 12/31/2024.

This OA constitutes the entire agreement between Crime Victims Assistance Network I-CAN and Sacramento Sheriff's Office, and contains all the agreements, representations, and understandings of the parties and supersedes any previous understandings, commitments, or agreements, oral or written.

We, the undersigned, do hereby approve this document under the terms stated.

Christine Ward
Executive Director
Crime Victims Assistance Network
I-CAN

Scott R. Jones
Sheriff
Sacramento Sheriff's Office

Date: _____

Date: _____

For the Agenda of:
December 8, 2020

To: Board of Supervisors
Through: Navdeep S. Gill, County Executive
From: Scott R. Jones, Sheriff, Sheriff's Office
Subject: Authorization To Execute Personal Services Agreement
With Scott Thorne, In The Amount Of \$83,000, For The
Period Of January 1, 2021, Through December 31, 2021
District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution authorizing the Sheriff, or his designee, to execute a personal services agreement with Scott Thorne for services provided for the Regional Threat Assessment Center in the amount of \$83,000, and also provide for reimbursement of approved mileage, travel, and training expenses incurred in accordance with County policy, for the period of January 1, 2021, to December 31, 2021, including authorization to make non-monetary amendments, terminate with or without cause, and amend to reduce the total contract amount as necessary.

BACKGROUND

The Sacramento Sheriff's Office (SSO) requests authorization to execute personal services agreement for the Terrorism Liaison Officer Program Support position to support the operation of the Regional Threat Assessment Center/Central California Intelligence Center (RTAC/CCIC).

Following the events of September 11, 2001, President Bush established the Department of Homeland Security (DHS). In addition to gathering intelligence, responding to threats, and assessing response readiness on a national level, DHS provides grants to perform such work at the state and local levels. These grants have historically been distributed to California local jurisdictions through the California Office of Emergency Services.

One of the ongoing projects funded through Homeland Security Grant funds and administered by the SSO is the RTAC/CCIC. The responsibility for the fusion of public safety information and intelligence to combat terrorism and criminal activity is the foundation for the RTAC/CCIC operations. To this end, the RTAC/CCIC has created a collaborative environment that utilizes the entire intelligence process to leverage federal, state, local, tribal, and

Authorization To Execute Personal Services Agreement With Scott Thorne, In The Amount Of \$83,000, For The Period Of January 1, 2021, Through December 31, 2021

Page 2

territorial intelligence capabilities to address threats to public safety within its assigned area of responsibility. This area of responsibility covers a geographic area of 88,000 square miles across 34 counties and serves over 254 law enforcement agencies, and aligns with the federal judicial jurisdiction for the Eastern District of California as well as the area of responsibility for the Sacramento Division of the Federal Bureau of Investigation.

The SSO utilizes a variety of both staff and contracted positions to operate RTAC/CCIC. The Terrorism Liaison Officer (TLO) program support position are integral to its operation.

The current contract with Scott Thorne for Terrorism Liaison Officer Program Support Staff services ends on December 31, 2020 (Resolution No. 2016-0964). Scott Thorne has been providing services to the RTAC/CCIC since August 3, 2015 (Resolution No. 2015-0498). Scott Thorne will be responsible for a range of activities in support of the RTAC/CCIC including but not limited to:

- Coordination and management of regional CCIC training events and meetings
- Assist with various TLO Program documentation requirements, as well as CCIC outreach/TLO Program recruitment
- Assist in the attendance and evaluation of CCIC classes to ensure compliance and quality
- Occasional coordination of intelligence with local, state, and federal agencies
- Provide clerical support in the certification and management of CDP training materials between the CCIC and CalOES, as well as POST EDI entries and correspondence

71-J ANALYSIS

This agreement is not covered by County Charter Section 71-J as County employees do not currently provide, and have not provided in the past, Infrastructure Analyst, Geographical Liaison Analyst, or TLO Program Support services.

FINANCIAL ANALYSIS

This agreement will be funded entirely through Homeland Security Grant funding. The rate of compensation for these contractors was determined based on similar County positions with consideration for education and experience. The agreement also provides for reimbursement from existing grant funds for approved mileage, travel, and training expenses incurred in accordance with County policy. There will be no additional net cost to the

Authorization To Execute Personal Services Agreement With Scott Thorne, In
The Amount Of \$83,000, For The Period Of January 1, 2021, Through
December 31, 2021

Page 3

County. Funding for this agreement has been included in the SSO's Fiscal
Year 2020-21 Adopted Budget. The SSO regularly evaluates how Homeland
Security grant funding is utilized. In the event grant funding is reduced, the
SSO will evaluate the use of funding and make the changes necessary to
continue using the funding for the highest priority Homeland Security
activities.

Attachments: RES - Resolution
ATT 1 - AGR Homeland Scott Thorne 2021

RESOLUTION NO. _____

AUTHORIZATION TO EXECUTE PERSONAL SERVICES AGREEMENT WITH
SCOTT THORNE, IN THE AMOUNT OF \$83,000, FOR THE PERIOD OF
JANUARY 1, 2021, THROUGH DECEMBER 31, 2021

BE IT RESOLVED AND ORDERED that the Sacramento County Sheriff, or his designee, is hereby authorized and directed on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, to execute personal services agreement with Scott Thorne, in the amount of \$83,000, and also provide for reimbursement of approved mileage, travel, and training expenses incurred in accordance with County policy, for the period of January 1, 2021, through December 31, 2021, including authorization to make non-monetary amendments, terminate with or without cause, and amend to reduce the total contract amount as necessary.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 8th day of December, 2020 with the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**AGREEMENT WITH SCOTT THORNE FOR TERRORISM LIAISON
OFFICER PROGRAM SUPPORT STAFF SERVICES**

THIS AGREEMENT is made and entered into as of this 1st day of January 1, 2021, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SCOTT THORNE, an individual, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY desires to contract with CONTRACTOR to provide Terrorism Liaison Officer Support services described herein; and

WHEREAS, CONTRACTOR is specially trained, experienced, expert and competent to perform the special services desired by COUNTY; and

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000.

WHEREAS, CONTRACTOR is willing to provide the desired services under the terms and conditions set forth herein; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence January 1, 2021, and shall end December 31, 2021. This agreement may not be renewed.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

SCOTT R. JONES, Sheriff
4500 Orange Grove Avenue
Sacramento, CA 95841

TO CONTRACTOR



Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES AND PERMITS, AND CONTRACTURAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall

be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products of CONTRACTOR provided hereunder shall become the property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation

of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a County employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to be compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. Notwithstanding CONTRACTOR's status as an independent contractor, COUNTY shall withhold from payments made to CONTRACTOR such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY's liability under said laws and does not abrogate CONTRACTOR's status as an independent contractor as described in this contract. Further, CONTRACTOR is not included in any group covered by COUNTY's present agreement with the federal Social Security Administration.

X. CONTRACTOR IDENTIFICATION

Contractor shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address,

telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or

will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on Consultant's provision of services under this Agreement. Funding for the CONSULTANT'S position is 100% provided through United States Department of Homeland Security Grant Funding. No County General Funds will be used to fund this position.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If Services under this Agreement are funded with state funds granted to County, Contractor shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

This section intentionally omitted

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex,

sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

COUNTY shall indemnify, defend, and hold harmless CONTRACTOR from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of services required by this Agreement; provided that the COUNTY'S duty to indemnify, defend, and hold harmless thereunder shall not extend to CONTRACTOR'S acts, errors or omissions that are outside the scope of the Agreement; or as result of CONTRACTOR'S actual fraud, corruption or actual malice; or based on any contention by CONTRACTOR that an employer-employee relationship exists under any statutory workers' compensation law.

CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention, civil action or administrative action brought by a third party or CONTRACTOR that an employer-employee relationship exists by reason of this agreement.

This Indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the CONTRACTOR or the CONTRACTOR'S Subcontractors. Nothing in this indemnity obligation shall be construed to create any duty to, any standard

of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

XIX. INSURANCE

CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, personal automobile liability insurance with limits not less than \$100,000 per person/\$300,000 per accident/\$50,000 property damage or, as an alternative, \$300,000 combined single limit (CSL). It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. WEB ACCESSIBILITY

This section intentionally omitted.

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit B, or Exhibit B as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY, on a biweekly basis to coincide with COUNTY payroll periods. COUNTY

shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXIII. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

XXIV. HIPAA BUSINESS ASSOCIATE REQUIREMENTS

This section intentionally omitted

XXV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXVII. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXVIII. TIME

Time is of the essence of this Agreement.

XXIX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Sheriff or his designee.

XXXI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall

not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

XXXII. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of

termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXXIII. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXIV. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as COUNTY deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written,

between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXVII. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XL. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XLI. USE OF FUNDS

It is understood and agreed that no funds provided by COUNTY pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

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

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

**SCOTT THORNE,
an individual**

By: _____
SCOTT R. JONES, Sheriff

By: _____
SCOTT THORNE,
Contractor

Date: _____

Date: _____

Authorized on behalf of County
by Board Resolution

**CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL**

By: _____
Deputy County Counsel

Date: _____

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SCOTT THORNE,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

Central California Intelligence Center
10390 Peter A. McCuen Blvd.
Mather, CA 95655

The CCIC Director reserves the right to change the work location throughout the term of this Agreement, at the sole discretion of the CCIC Director.

II. DESCRIPTION OF SERVICES

Under the direction of the Central California Intelligence Center (CCIC) Executive Director, or their designee, the Terrorism Liaison Officer (TLO) Program Support Technician will be a vital full-time liaison between the TLOs in the field and the Deputy Director overseeing the TLO Program.

Many of the below duties will require TLO Program Support staff to be flexible on scheduling needs as determined by the CCIC Deputy Director, and will necessitate a moderate level of travel outside the office on CCIC business, at times on very short notice. The following duties for this position include, but are not limited to:

- Coordination and management of regional CCIC training events and meetings.
- Assist with various TLO Program documentation requirements, as well as CCIC outreach/TLO Program recruitment.
- Assist in the attendance and evaluation of CCIC classes to ensure compliance and quality.
- Assist in the preparation of Police Officer Standardized Training (POST) outlines/time distributions/instructor resumes for upcoming training courses for POST certification, as needed.
- Read, review, and report (in writing) on Suspicious Activity Reports (SARs) and other documents addressing topics of concern to the CCIC.

- Preparation of informational bulletins to the TLO Network regarding time-sensitive threats and/or information, that is of officer safety concern. It should be noted that this aspect may occur at times other than structurally allotted in-office time periods.
- Provide clerical support in the certification and management of CDP training materials between the CCIC and CalOES, as well as POST EDI entries and correspondence.
- Create and update Power Point presentations used by the CCIC TLO Program, as well as manage outreach materials used by the CCIC.
- Instruct Module 2 of the TLO Basic in some remote locations of the CCIC Area of Responsibility (AOR).
- Public safety executive level liaison.
- Occasional coordination of intelligence with local, state, and federal agencies.
- Other duties as required by the CCIC Director/Designee.
- Maintain one (1) or more telephone lines which are available twenty four (24) hours per day, seven (7) days a week in cases of emergency. This contact information shall be for the CCIC Director or his designees during the term of this contract.
- Provide services on holidays or on an emergency basis outside of the established work schedule based on the needs of the CCIC
- Participate in required training for two training classes/conferences per calendar year and provide to the CCIC a certificate of completion for each training and/or conference attended. All training must be approved by the CCIC Director and meet DHS and FBI functional mission guidelines
- Provide the Fiscal Manager for the CCIC a detailed bi-weekly description of the work performed by the contractor containing daily information of work completed.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and SCOTT THORNE,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. COMPENSATION AND MAXIMUM PAYMENT TO CONTRACTOR

CONTRACTOR shall be compensated at an hourly rate of \$41.33. The Maximum Allowable Hourly Compensation per year for hours worked shall not exceed \$83,000 or 2,000 hours. Hours worked in excess of eight hours per day must receive advance approval by CCIC Management. The office staff coverage and scheduling will take priority for the daily operational logistics as it pertains to the CONTRACTOR with the duty hours being set by the CCIC Command Staff. It is understood, nevertheless, that CONTRACTOR'S actual day-to-day hours of service may vary to include nights, weekends, and holidays as needed for the operation of the CCIC. Driving between home and the office does not constitute hours worked. Hours worked from home must be approved in advance by CCIC Management.

CONTRACTOR shall be reimbursed for monthly mileage when using their own vehicle for work-related activities at the current IRS mileage rate. CONTRACTOR shall not be reimbursed for costs associated with driving from home to the office or vice versa. This mileage rate may be adjusted every six months. Mileage reimbursement requests must be in writing with proper documentation and be approved by CCIC Management.

CONTRACTOR shall be reimbursed for required training and shall follow the current COUNTY travel policy. All training must be approved by CCIC Management.

II. BUDGET

Contract period of 01/01/2021-12/31/2021
Hourly Compensation Maximum @ \$41.33 per hour
Annual Compensation Maximum = \$83,000

If the Director of the CCIC determines, in his discretion, that funding for any fiscal year is reduced or deleted for purposes of the CCIC,

the CCIC Director shall have the option to either cancel this Agreement pursuant to Section XXX, with no liability occurring to the CCIC, or offer an agreement amendment to the Contractor to reflect the reduced amount.

For the Agenda of:
December 8, 2020

To: Board of Supervisors
Through: Navdeep S. Gill, County Executive
From: Scott R. Jones, Sheriff, Sheriff's Office
Subject: Authorization To Accept Improving Criminal Justice Responses To Domestic Violence, Dating Violence, Sexual Assault, And Stalking Grant Funding From The U.S. Department Of Justice In The Amount Of \$999,735 For The Retroactive Period Of October 1, 2020, Through September 30, 2023, Approve The Appropriation Adjustment Request, And Authorization To Execute An Agreement With WEAVE For Victim Services (AAR No. 2021-2009)
District(s): All

RECOMMENDED ACTION

1. Adopt the attached Resolution authorizing the Sheriff, or his designee, to accept grant funding from the U.S. Department of Justice (DOJ) for the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking grant funding in the amount of \$999,735, for the retroactive period of October 1, 2020, through September 30, 2023, and authorize the Sheriff, or his designee, to have signature authority on all grant-related documents.
2. Adopt the attached Resolution authorizing the Sheriff, or his designee, to execute an agreement with WEAVE delineating agency responsibilities and payment provisions for grant-related duties in the amount of \$491,385 for the period of December 14, 2020, through September 30, 2023, including any necessary changes, modifications, or non-monetary amendments.
3. Approve the attached Appropriation Adjustment Request No. 2021-2009, in the amount of \$325,770 for Fiscal Year 2020-21.

BACKGROUND

The Sacramento Sheriff's Office (SSO) received authorization to apply for this grant funding on February 25, 2020 (Resolution 2020-0134). The SSO received notification from DOJ in mid-to-late September 2020 of the grant award dated September 8, 2020. Due to the grant period start date of October 1, 2020, this item requires that the term be retroactive for the period of October 1, 2020, through September 30, 2023. Time was required to formulate the necessary documents, which delayed taking this to the board sooner.

Authorization To Accept Improving Criminal Justice Responses To Domestic Violence, Dating Violence, Sexual Assault, And Stalking Grant Funding From The U.S. Department Of Justice In The Amount Of \$999,735 For The Retroactive Period Of October 1, 2020, Through September 30, 2023, Approve Appropriation Adjustment Request 2021-2009, And Authorization To Execute An Agreement With WEAVE For Victim Services (AAR No. 2021-2009)

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Through this grant funding, the SSO will collaborate with WEAVE to implement a coordinated response to victims of domestic violence, sexual assault, and stalking. This partnership will also enhance investigations into domestic violence, sexual assault, stalking, and protection order violations through the coordinated efforts of both agencies. Both WEAVE and the SSO will provide cross training to the other agency.

Grant funds will be used to pay for the services of one On-Call Deputy Sheriff assigned to the Centralized Investigations Division. This Deputy will assist in the criminal investigation of domestic violence, sexual assault, and stalking cases; incorporate WEAVE advocates into the response and investigative process; establish protocols for identifying repeat victims and suspects; coordinate with WEAVE to develop an appropriate response to each case on a case-by-case basis; and allow for participation in professional training for detectives assigned to investigate cases of domestic violence, sexual assault, and stalking.

WEAVE will be a subrecipient of grant funding and will provide the following services:

- Co-locate a minimum of one full-time Domestic Violence, Violence Response Team (VRT) Advocate and one full-time Sexual Assault VRT Advocate within the SSO
- Provide immediate crisis response intervention
- Provide support and advocacy through the investigation and criminal justice process
- Assist victims with filing temporary restraining orders
- Accompany victims to case-related court hearings
- Assist victims with accessing WEAVE's services
- Inform victims of community resources
- Provide additional intervention services as necessary
- Coordinate the service and activities related to this program
- Provide cross-training related to the VRT Program
- Participate in professional development training efforts related to domestic violence and sexual assault

An Exception to Competitive Bid form was approved by the County Purchasing Agent.

Authorization To Accept Improving Criminal Justice Responses To Domestic Violence, Dating Violence, Sexual Assault, And Stalking Grant Funding From The U.S. Department Of Justice In The Amount Of \$999,735 For The Retroactive Period Of October 1, 2020, Through September 30, 2023, Approve Appropriation Adjustment Request 2021-2009, And Authorization To Execute An Agreement With WEAVE For Victim Services (AAR No. 2021-2009)

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FINANCIAL ANALYSIS

There is no match requirement for this grant, and the services provided under this grant will be fully funded with grant funds. There will be no additional net County cost. Over the three year grant period, the SSO will receive \$999,735 in funding. The agreement with WEAVE in the amount of \$491,385, will be fully funded with grant funds. The attached Appropriation Adjustment Request adds the necessary appropriations for this grant to the Fiscal Year 2020-21 Adopted Budget. Funding for the remaining years will be included in the respective budgets.

Attachments: RES - Resolution

ATT 1 - AGR WEAVE

AAR - Appropriations Adjustment Request No. 2021-2009

RESOLUTION NO. _____

Authorization To Accept Improving Criminal Justice Responses To Domestic Violence, Dating Violence, Sexual Assault, And Stalking Grant Funding From The U.S. Department Of Justice In The Amount Of \$999,735 For The Retroactive Period Of October 1, 2020, Through September 30, 2023, Approve Appropriation Adjustment Request 2021-2009, And Authorization To Execute An Agreement With WEAVE For Victim Services (AAR No. 2021-2009)

BE IT RESOLVED AND ORDERED that the Sacramento County Sheriff, or his designee, is hereby authorized and directed on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, to accept Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking grant funding from the U.S. Department of Justice, in the amount of \$999,735, for the retroactive period of October 1, 2020, through September 30, 2023, including the authority for the Sheriff, or his designee to sign all grant-related documents.

BE IT RESOLVED AND ORDERED that the Sacramento County Sheriff, or his designee, is hereby authorized and directed on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, to execute an agreement with WEAVE for victim services in the amount of \$491,385, for the period of December 14, 2020, through September 30, 2023, including any necessary changes, modifications, or non-monetary amendments.

Authorization To Accept Improving Criminal Justice Responses To Domestic Violence, Dating Violence, Sexual Assault, And Stalking Grant Funding From The U.S. Department Of Justice In The Amount Of \$999,735 For The Retroactive Period Of October 1, 2020, Through September 30, 2023, Approve Appropriation Adjustment Request 2021-2009, And Authorization To Execute An Agreement With WEAVE For Victim Services (AAR No. 2021-2009)

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On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

AGREEMENT WITH WEAVE, INC., TO PROVIDE SERVICES TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING

THIS AGREEMENT is made and entered into as of this 14th day of December, 2020, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and WEAVE, INC., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County desires to contract with CONTRACTOR to provide victim services described herein; and

WHEREAS, CONTRACTOR is a specially trained, experienced, expert and competent to perform the special services desired by COUNTY; and

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000.

WHEREAS, CONTRACTOR is willing to provide the desired services under the terms and conditions set forth herein; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of December 14, 2020 and shall end on September 30, 2023.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Scott R. Jones, Sheriff
Sacramento Sheriff's Office
4500 Orange Grove Avenue
Sacramento, CA 95841

TO CONTRACTOR

Beth Hassett, CEO
WEAVE, Inc.
1900 K Street
Sacramento, CA 95811

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that Contractor (including contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

- B. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed,

the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.

- C. If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and the County shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of County, neither the Contractor nor Contractor's assigned personnel shall have a) any entitlement as a County employee; or b) except as otherwise provided by this Agreement, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. Contractor shall not be covered by worker's compensation; nor shall Contractor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.
- E. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of contractors assigned personnel under the terms and conditions of this agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's

employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be

financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. This section intentionally omitted.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

To the fullest extent permitted by law, COUNTY and CONTRACTOR, each an indemnifying party, shall defend, indemnify and hold harmless, the other, including their respective governing bodies, officers, directors, employees, and authorized agents and volunteers (each an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of their respective governing bodies, officers, directors, officials, employees, authorized volunteers and agents, and contractors.

It is the intention of the parties that the provisions of this indemnity obligation be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective governing bodies, officers, directors, officials, employees, authorized volunteers and agents, and contractors. It is also the intention of the parties that principles of comparative fault will be followed and each party shall bear the proportionate cost of any Claims attributable to the relative fault of each party, either as an Indemnified Party or as an indemnifying party, as the case may be.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to the indemnifying party. Upon receipt of tender, the indemnifying party shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. The indemnifying party shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to the Indemnified Party. Both parties agree to cooperate in the defense of a Claim.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties or the CONTRACTOR'S Subconsultants or Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XIX. INSURANCE

Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional insurance, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice **monthly** on the forms and in accordance with the procedures prescribed by COUNTY upon completion of services. Invoices shall be submitted to COUNTY no later than the

fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXIII. This section intentionally omitted.

XXIV. This section intentionally omitted.

XXV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXVII. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXVIII. TIME

Time is of the essence of this Agreement.

XXIX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Sheriff, or his designee.

XXXI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time

period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

XXXII. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services

of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXXIII. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXIV. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXVIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XL. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each

party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XLI. USE OF FUNDS

It is understood and agreed that no funds provided by COUNTY pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

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

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

**WEAVE, Inc.,
a non-profit corporation**

By _____
SCOTT R. JONES, Sheriff

By _____
BETH HASSETT, CEO

Date: _____

Date: _____

Authorized on behalf of County by Board Resolution _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____
Deputy County Counsel

Date: _____

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
WEAVE, INC.,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

**1900 K Street
Sacramento, CA 95811**

II. DESCRIPTION OF SERVICES

WEAVE shall perform the following:

- Co-locate a minimum of (1) full-time Domestic Violence, Violence Response Team (VRT) Advocate, and (1) full-time Sexual Assault VRT Advocate within the Sacramento County Sheriff's Office, under the supervision of the Violence Response Team Manager and the direction of the Chief Program Officer of Advocacy and Intervention;
- Provide immediate crisis response intervention to domestic violence and sexual assault victims by making attempts to contact victims via telephone within 48 hours of receipt of the domestic violence or sexual assault report;
- Provide support and advocacy through the investigation and criminal justice process;
- Assist victims with filing Temporary Restraining Orders;
- Accompany victims to case-related court hearings;
- Assist victims with accessing WEAVE's services, including the 24-hour crisis line, individual and group counseling, legal assistance, emergency shelter, information and referrals, advocacy and accompaniment services to victims of domestic violence, sexual assault and stalking, as appropriate;
- Inform victims of community resources including the California Victim Compensation Board program;

- Provide additional intervention services as necessary;
- Coordinate the activities and services related to the program, including partnering with the Sheriff's Office to develop protocols and guidelines for incorporating the WEAVE Advocates into the response and investigation of domestic violence and sexual assault cases;
- Provide cross-training related to the VRT Program, the dynamics of domestic violence, sexual assault, and stalking; intervention strategies, victim issues, and WEAVE services to Sacramento Sheriff's Department officers and detectives;
- Participate in professional development training efforts related to domestic violence and sexual assault.

Sacramento Sheriff's Office (SSO) shall perform the following:

- Fund one Deputy Sheriff On-Call (Retired Annuitant) to conduct follow-up investigations
- Actively participate in developing and coordinating protocols and guidelines for incorporating the WEAVE Advocates into the response and investigation of domestic violence and sexual assault cases;
- Coordinate with partner agency, WEAVE, in connecting victims to WEAVE Advocates;
- Provide space and equipment for the co-located Domestic Violence and Sexual Assault Advocates within the department;
- Detectives and Officers participate in cross-training related to the VRT Program;
- Participate in professional development training efforts related to domestic violence and sexual assault; and,
- Conduct follow-up investigation on Domestic Violence and Sexual Assault cases.
- Coordinate services between advocate (WEAVE) and the victim.

The individuals below, who will utilize WEAVE's existing partnership with the SSO, will be responsible for developing and implementing the Violence Response Team project:

- Crimes Against Persons Bureau Supervisor (CAP)
 - Centralized Investigations Division
 - CAP Sergeant will coordinate efforts as the implementing agency between SSO, the project's On-Call Deputy Sheriff, WEAVE advocates and WEAVE's main point of contact, Gina Roberson.
 - Additionally, CAP Sergeant will be responsible for coordinating performance measures and procedures per the solicitation's requirements.
 - CAP Sergeant will coordinate with SEAB Sergeant to determine duties of the WEAVE advocate assigned to SEAB

- Gina Roberson
 - Chief Program Officer-Advocacy and Intervention
 - Gina Roberson will serve as the main point of contact with WEAVE and is responsible for coordinating efforts with CAP Sergeant and WEAVE advocates.
 - Additionally, Gina Roberson will coordinate project training efforts with CAP Sergeant, the on-call detective, officers, and WEAVE advocates.

The SSO and project partner, WEAVE, will contribute the resources below to the VRT project:

- County of Sacramento SSO:
 - Office space for two VRT advocates
 - Equipment and supplies through grant funds
 - Project staff through grant funds

- WEAVE:
 - Training and Consulting through grant funds
 - Project staff through grant funds

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and WEAVE, Inc.,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The maximum annual payment amount under this Agreement is: \$491,385 for the period of December 1, 2020, through September 30, 2023.

I. BUDGET

The costs to be broken down as follows:

WEAVE - Salary

DV Victim Advocate	\$3,467 x 12 months x 1 FTE	\$ 41,604
	\$3,571 x 12 months x 1 FTE	\$ 42,852
	\$3,678 x 12 months x 1 FTE	\$ 44,136
SA Victim Advocate	\$3,467 x 12 months x 1 FTE	\$ 41,604
	\$3,571 x 12 months x 1 FTE	\$ 42,852
	\$3,678 x 12 months x 1 FTE	\$ 44,136
VRT Manager	\$4,553 x 12 months x .1 FTE	\$ 5,463
	\$4,690 x 12 months x .1 FTE	\$ 5,628
	\$4,831 x 12 months x .1 FTE	\$ 5,797
Chief Program Officer	\$8,155 x 12 months x .05 FTE	\$ 4,893
	\$8,400 x 12 months x .05 FTE	\$ 5,040
	\$8,652 x 12 months x .05 FTE	\$ 5,191
Grants & Contract Mgr.	\$5,213 x 12 months x .02 FTE	\$ 1,251
	\$5,369 x 12 months x .02 FTE	\$ 1,289
	\$5,530 x 12 months x .02 FTE	\$ 1,327
Community Educator	\$3,303 x 12 months x .05 FTE	\$ 1,982
	\$3,402 x 12 months x .05 FTE	\$ 2,041
	\$3,504 x 12 months x .05 FTE	\$ 2,102

WEAVE Salary Sub-Total: \$299,188
WEAVE - Benefits

DV Victim Advocate	\$3,467 x 12 months x 1 FTE x 21%	\$ 8,737
	\$3,571 x 12 months x 1 FTE x 21%	\$ 8,999
	\$3,678 x 12 months x 1 FTE x 21%	\$ 9,269
SA Victim Advocate	\$3,467 x 12 months x 1 FTE x 21%	\$ 8,737
	\$3,571 x 12 months x 1 FTE x 21%	\$ 8,999
	\$3,678 x 12 months x 1 FTE x 21%	\$ 9,269
VRT Manager	\$4,553 x 12 months x .1 FTE x 21%	\$ 1,147
	\$4,690 x 12 months x .1 FTE x 21%	\$ 1,182
	\$4,831 x 12 months x .1 FTE x 21%	\$ 1,466
Chief Program Officer	\$8,155 x 12 months x .05 FTE x 21%	\$ 1,335
	\$8,400 x 12 months x .05 FTE x 21%	\$ 1,058
	\$8,652 x 12 months x .05 FTE x 21%	\$ 1,090
Grants & Contract Mgr.	\$5,213 x 12 months x .02 FTE x 21%	\$ 262
	\$5,369 x 12 months x .02 FTE x 21%	\$ 271
	\$5,530 x 12 months x .02 FTE x 21%	\$ 279
Community Educator	\$3,303 x 12 months x .05 FTE x 21%	\$ 416
	\$3,402 x 12 months x .05 FTE x 21%	\$ 428
	\$3,504 x 12 months x .05 FTE x 21%	\$ 441

WEAVE Benefits Sub-Total: \$63,385

WEAVE Misc.

Partner OVW-Mandated Training & Travel Technical Assistance	TBD	\$10,000
Other Training & Travel	TBD	\$ 5,000
Local Program Mileage	\$2,500 x 3 years	\$ 7,500
LE Training Consultant	\$3,500 x 3 years	\$10,500
Emergency Client Supplies	\$5,000 x 3 years	\$15,000
Program Supplies	\$1,400 x 3 years	\$ 4,200
Telephone Internet	\$65.51 x 36 months 2.22 FTE	\$ 5,235

Occupancy	\$209.25 x 36months x 2.22 FTE	\$16,722
Copier	\$18.37 x 36 months x 2.22 FTE	\$ 1,467
Postage	\$ 9.53 x 36 months x 2.22 FTE	\$ 762
Database	\$32.87 x 36 months x 2.22 FTE	\$ 2,628
Information Tech	\$41.72 x 36 months x 2.22 FTE	\$ 3,333
Office Supplies	\$16.17 x 36 months x 2.22 FTE	\$ 1,293
Audit	\$167 x 3 years	\$ 501
WEAVE Misc. Sub-Total:		\$84,141
Modified Total	\$446,714* 10%	\$44,671
Direct Costs (MTDC)		

WEAVE will provide victim advocacy services, including safety planning and court accompaniment services, and training. WEAVE staff member will provide support and tasks necessary to overseeing and administering their role in the grant project. A 36-month MOU (attached) will become effective upon notification of project approval. The DV and SA Advocates will dedicate 100% of their time to the project. These positions will be filled once the project begins. WEAVE's VRT Manager, Chief Program Officer, Grants and Contracts Manager will dedicate the indicated amount of time in the FTE calculation in the Computation Column.

Salary and Benefits are broken down by year and reflect a 3% increase per year to account for raises.

\$10,000 of the required \$20,000 in OVW mandated technical assistance and training funds has been allocated to cover the cost of travel for partner travel in accordance with the budget requirements in the solicitation for this program. The remaining \$10,000 has been allocated for applicant travel and can be found in Section C of this form. The sites of the training sessions are unknown at this time. When known, travel expenses will be based upon the partner's formal written travel policy.

The LE Training Consultant will be identified and chosen from by WEAVE a pool of retired qualified law enforcement officers and will be responsible for providing training other law enforcement officers on DV/SA issues. The rate in the budget is based on previous similar trainings using this pool of consultants.

The FTE calculation that the rest of the partner budget is based on totals 2.2. Benefits for the partner positions are calculated at 21%. This number is based on standard formulas and rates used by WEAVE.

Emergency Supplies are items such as emergency snacks, blankets, toiletries, clothing, toys, etc. to be available to provide to DV / SA victims during emergency responses and LE interviews and investigations.

Program supplies are resource materials, resource packets to engage victims in to services, advocate safety supplies i.e. ear pieces, vests, advocate identifying uniform for being in the field.

Telephone / Internet, Occupancy, Copier, Postage, Database, IT and other office supplies are calculated at 2.2 FTE allocation rate to cover WEAVE expenses for their role in day to day operations of the project. For the database, costs billed on actual usage of the database. For IT usage, costs billed on actual IT usage.

The Indirect Cost is based on the MDTC of 10% of the WEAVE budget.

TOTAL WEAVE SUB-AWARD: \$491,385


**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and WEAVE, Inc.,
hereinafter referred to as "CONTRACTOR"**

Subaward Data¹

1.	Subrecipient Name:	W.E.A.V.E Inc.
2.	Subrecipient Unique Entity Identifier:	114432420
3.	Federal Award Identification Number (FAIN):	2020-WE-AX-0009
4.	Federal Award Date of Award to the Recipient by the Federal Agency:	September 8, 2020
5.	Subaward Number:	SSO Subaward No. 8
	Subaward Period of Performance Start Date:	10/01/2020
6.	Subaward Period of Performance End Date:	09/30/2023
7.	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$999,735
8.	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$999,735
9.	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$491,385
10.	Federal Award Project Description:	Sacramento County Victim Response Team Project is a program that enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes.

¹ This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a) (1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

		<p>An integral component of this program is the creation and enhancement of a coordinated community response that brings together criminal justice agencies, victim service providers, and community organizations that respond to domestic violence, dating violence, sexual assault, and stalking.</p> <p>Sacramento County, in collaboration with its non-profit, non-governmental victim service provider partner WEAVE, will use this new award to strengthen criminal investigations by the Sacramento County Sheriff's Office (SSO), and increase support to victims of intimate partner violence who come in contact with the SSO.</p>
	Name of Federal Awarding Agency:	U.S Department of Justice Office of Violence Against Women
	Name of Pass-Through Entity:	Sacramento County Sheriff's Office
	Contact Information for Federal Awarding Official:	Laura L. Rogers – Principal Deputy Director
	Contact Information for Authorizing Official:	Scott R. Jones – Sheriff
11.	Contact Information for Program Manager:	Amanda Wilson (202) 598-0142
12.	CFDA Number and Name:	16.590 – Improving Criminal Justice Responses Grant Program
13.	Identification of Whether Subaward is R&D:	N/A
	Indirect Cost Rate for Federal Award:	N/A
	Subrecipient Indirect Costs:	N/A

 <p>U.S. Department of Justice Office of Violence Against Women</p>	<p>GRANT SPECIAL CONDITIONS FOR PASS THRU ENTITIES</p>
PROJECT NUMBER: 2020-WE-AX-0009	AWARD DATE: 09/08/2020
SUBRECIPIENT: W.E.A.V.E. INC	SUBAWARD NUMBER: 08
<p><i>SPECIAL CONDITIONS</i></p> <p>1. Requirements of the award; remedies for non-compliance or for materially false statements</p> <p>The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.</p> <p>By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.</p> <p>Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, also may take other legal action as appropriate.</p> <p>Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).</p> <p>Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.</p> <p>2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide</p> <p>The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission</p>	

of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

3. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

4. Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5. Employment eligibility verification for hiring under the award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

6. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

7. Unreasonable restrictions on competition under the award; association with federal government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at

<https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.

8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

9. Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

11. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

12. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

13. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C. F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C. F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("sub grantee") at any tier, must comply with all applicable requirements of 28 C. F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

18. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OYW for guidance, and may not proceed without the express prior written approval of OYW.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

- a. it represents that—
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will

resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

24. Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

25. Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L.109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

26. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

27. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

28. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

29. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Notice (GAN), from OVW.

30. Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

31. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of

compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VA WA Confidentiality Provision (34 U.S.C. § 12291 (b) (2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

32. Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

33. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

34. Termination or suspension for cause

The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

35. Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Future awards may be withheld if reports are delinquent.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January I - June 30 and July I - December 31. Recipients are required to submit their reports through the DOJ grants

system, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

36. Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports to OVW through the DOJ grants system using the SF 425 Federal Financial Report form (available for viewing at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortBy=1>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

37. Program income

Program income, as defined by 2 C.F.R. 200.80, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Adjustment Notice (GAN) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAN must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAN by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

38. FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

39. Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval, via Grant Adjustment Notice (GAN), any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

40. Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

41. Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. -awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

42. Copyrighted works

Pursuant to 2 C.F.R. 200.3 IS(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

43. Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

44. Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a Grant Adjustment Notice (GAN) and attach a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to

requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

45. Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

46. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

47. Required SAM and FAPIIS reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to F APIIS within SAM are posted on the OVW web site at:

<https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to F APIIS), and are incorporated by reference here.

48. Withholding of funds pending determination of compliance with HIV certification

The recipient understands and agrees that five percent of its grant funds have been withheld because the recipient has not satisfied the requirements of 34 U.S.C. § 10461 (d) concerning HIV testing of individuals charged with or convicted of sexual assault. The recipient therefore may not obligate, expend, or draw down the withheld five percent of its grant funds until the recipient demonstrates to OVW, and OVW determines, that the recipient has come into compliance with the requirements of 34 U.S.C. § 10461(d), and a Grant Adjustment Notice (GAN) has been issued to remove this condition. It is the responsibility of the recipient to timely submit to OVW all documentation necessary to establish that the recipient has satisfied the requirements of 34 U.S.C. § 10461(d), including appropriate certifications as to the recipient's compliance and copies of any applicable laws, policies, and regulations. If the recipient does not demonstrate its compliance with 34 U.S.C. § 10461 (d) by the end of the state legislative session (in the recipient's home state) following the date on which the recipient submitted an application for the award, then the withheld five percent of the recipient's grant funds will be returned to OVW at the end of the award period.

49. Compliance with certifications

The recipient acknowledges that it has a continuing obligation to remain in compliance with the applicable certification requirements of 34 U.S.C. § 10461(c).

50. Limitation on use of funds for direct legal representation

The recipient agrees not to use grant funds to provide legal representation in civil or criminal matters, such as family law cases (divorce, custody, visitation, and child support), housing cases, consumer law cases and others. Grant funds may be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, or stalking only in the limited context of protection order proceedings (either temporary or long term relief), or for limited immigration matters that may affect the victim's ability to maintain safety (such as U visas).

51. Prohibition on public awareness activities

The recipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and conduct outreach to victims about available services.

52. Conditional clearance with release of TA funds

The recipient's budget is pending review and approval. The recipient may obligate, expend, and draw down only funds for travel-related expenses up to \$10,000 to attend OVW-sponsored technical assistance events, unless there is another condition on the award prohibiting obligation, expenditure, and drawdown of any funds, in which case the condition prohibiting any obligation, expenditure, or drawdown of funds will control. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If applicable, the Indirect Cost Rate will be identified in the GAN when the budget is approved.

COUNTY OF SACRAMENTO

1. REQUEST NUMBER
2021-2009

APPROPRIATION ADJUSTMENT REQUEST

2. Department Name
Sheriff

Department Name (if applicable)

3. Date
12/8/2020

4. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND#	INDEX#	ACCOUNT	ACCOUNT TITLE	AMOUNT
SOURCE OF FINANCING				<i>see attachment</i>	
USE OF FINANCING				<i>see attachment</i>	

5. JUSTIFICATION (Attach Memo if Necessary)

Add funding for Violence Against Women Grant.

Department Head
Scott R. Jones Sheriff

Department Head (if applicable)

By: *Amia Redan*

Date
10/20/2020

By:

Date

6. ACTION

- Dept. Head Approval(s) only required
- Board Action Required
- Four-Fifths Vote Required

Auditor-Controller

By: *Jun Nguyen*

Date
11/3/2020

7. APPROVAL

- Approve
- Disapprove

County Executive

By: *Ute Farris*

Date
11/2/2020

8. RESOLUTION

On a motion by Supervisor _____, seconded by Supervisor _____ the foregoing resolution was passed and adopted by the BOARD OF SUPERVISORS of the County of Sacramento, State of California, this _____ day of _____ 20____ by the following vote, to wit:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

Resolution Number _____

CHAIR OF THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY CALIFORNIA

(SEAL)

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS

Distribution (Board of Supervisor Approved)

White - Board of Supervisors
 Blue - Department Approved Copy
 Green - County Executive File Copy

Yellow - Auditor-Controller Approved Copy
 Pink - Auditor-Controller Control Copy
 Goldenrod - Department Control Copy

Appropriation Adjustment Request for Sheriff's Office - Fiscal Year 2020/21
Violence Against Women Grant Funding

SOURCE OF FINANCING				
FUND	FUND CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
001A	7407432	95959900	Fed Aid Misc.	325,770
Total				325,770

USE OF FINANCING				
FUND	FUND CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
001A	7407432	10112100	Extra Help	62,774
001A	7407432	10113200	Overtime	68,614
001A	7407432	10121000	Retirement	2,175
001A	7407432	10122000	OASDHI	840
001A	7407432	20203500	Ed/Training Service	24,385
001A	7407432	20203600	Ed/Training Supplies	5,000
001A	7407432	20207600	Office Supplies	170
001A	7407432	20208500	Printing Svc	668
001A	7407432	20222700	Cellphone/Pager	600
001A	7407432	20231400	Clothing/Personal Supplies	176
001A	7407432	20259100	Other Professional Services	160,368
Total				325,770

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
December 8, 2020

To: Board of Supervisors
Through: Navdeep S. Gill, County Executive
From: Scott R. Jones, Sheriff, Sheriff's Office
Subject: Authorization To Execute A Revenue Agreement With Data Ticket Inc., For Parking Citation Processing Services And Software For The Period Of January 1, 2021, Through December 31, 2024
District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution authorizing the Sheriff, or his designee, to execute a revenue agreement with Data Ticket Inc., for parking citation processing services and software, for the period of January 1, 2021, through December 31, 2024, including to amend agreement for non-monetary changes, monetary decreases, to assign or terminate, and to renew for two additional one-year periods upon written agreement of both parties for a total of five years.

BACKGROUND

The Sacramento Sheriff's Office (SSO) currently contracts with Data Ticket, Inc., for parking citation processing services. These services include issuing and tracking parking citations, sending notices to registered owners of vehicles issued parking citations, processing citation appeals, accepting and processing payments, as well as providing other related duties as specified in the agreement.

The current agreement was approved by the Board of Supervisors on September 23, 2014 (Resolution No. 2014-0639). The revenue agreement with Data Ticket, Inc. has been renewed twice extending the term to September 30, 2019. The agreement has been amended three times: first amendment modified the budget requirements in Exhibit B in October 1, 2018; second amendment modified the Term in Exhibit B, extending the agreement to a month-by-month basis through June 30, 2020 (Resolution No. 2019-0660); and third modification extended the agreement on a month-by-month basis for an additional six month period, through

Authorization To Execute A Revenue Agreement With Data Ticket Inc., For Parking Citation Processing Services And Software For The Period Of January 1, 2021, Through December 31, 2024

Page 2

December 31, 2020 (Resolution No. 2020-0280) due to COVID-19 restrictions hindering the Request for Proposal (RFP) process.

On July 31, 2020, the Contract and Purchasing Services Division (CAPSD) issued a RFP #07312020 for the SSO Parking Enforcement Program Parking Citation Processing Services. Five proposals were received from the following service providers:

- Phoenix Group Information Systems Group
- iParq
- T2 Systems
- IPS Group
- Data Ticket, Inc.

CAPSD assisted with the facilitation of the procurement process by providing assistance in the development of the RFP and working with the evaluation panel. The evaluation panel was comprised of representatives from the SSO's Parking Enforcement Program. The evaluation panel analyzed each service provider's proposal in relation to the RFP award criteria which consisted of:

- Technical capabilities
- Pricing
- Audit and reporting
- System support capabilities
- Proposer experience/references

A breakdown of these scores is as follows:

VENDOR	SCORE
Data Ticket, Inc.	376.6
Phoenix Information Systems Group	361.1
IPS Group	347.3
T2 Systems	277.6
iPARQ	250.8

Due to the current COVID-19 pandemic we were unable to invite the vendors to participate in the demonstration phase of the evaluation process.

The SSO selected the two highest scoring vendors, Data Ticket, Inc. and Phoenix Group, to do a more in-depth cost comparison using data collected from calendar year 2019. In addition, Phoenix Group, as one of the two highest scoring vendors, was invited to provide a virtual demonstration of

Authorization To Execute A Revenue Agreement With Data Ticket Inc., For Parking Citation Processing Services And Software For The Period Of January 1, 2021, Through December 31, 2024
Page 3

their system. Data Ticket, Inc. did not provide a virtual demonstration as it was not necessary since SSO has been utilizing their system since 2014.

After the demonstration of the system from Phoenix Group and evaluating the cost comparison based on 2019 data; Data Ticket, Inc. was determined to be the winning bid, with a score 15.1 points higher than the runner up, Phoenix Group.

A letter of Intent to Award a contract to Data Ticket Inc. was issued on October 6, 2020 to all companies that submitted a proposal.

FINANCIAL ANALYSIS

The fees charged by Data Ticket, Inc. for administering this contract are completely offset by the revenue received. The SSO is projecting annual revenue of \$1.5 million from this contact. This has been included in the SSO's Fiscal Year 2020-21 Adopted Budget.

Attachment(s): RES – Resolution
ATT1 – AGR Data Ticket Inc.

RESOLUTION NO. _____

AUTHORIZATION TO EXECUTE A REVENUE AGREEMENT WITH DATA TICKET INC., FOR PARKING CITATION PROCESSING SERVICES AND SOFTWARE FOR THE PERIOD OF JANUARY 1, 2021, THROUGH DECEMBER 31, 2024

BE IT RESOLVED AND ORDERED that the Sacramento County Sheriff, or his designee, is hereby authorized and directed on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, to execute a revenue agreement with Data Ticket Inc., for parking citation processing services and software, for the period of January 1, 2021, through December 31, 2024, including to amend agreement for non-monetary changes, monetary decreases, to assign or terminate, and to renew for two additional one-year periods upon written agreement of both parties for a total of five years.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**REVENUE AGREEMENT BETWEEN DATA TICKET, INC. AND
THE SACRAMENTO COUNTY SHERIFF'S OFFICE
FOR PARKING CITATION PROCESSING
SERVICES**

THIS AGREEMENT is made and entered into as of this 1st day of January, 2021, by and between DATA TICKET, INC., a certified small California corporation, hereinafter referred to as "CONTRACTOR," and the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, COUNTY has the need for parking citation processing services; and

WHEREAS, the CONTRACTOR is willing to provide such services under the terms and conditions set forth herein per Request for Proposal 07312020 and CONTRACTOR's response thereto; and,

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on December 31, 2024, unless renewed pursuant to Section **XLII, RENEWALS**.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Sacramento Sheriff’s Office
Security Services Division
Jamin Martinez, Lieutenant
2101 Hurley Way
Sacramento, CA 95825

TO CONTRACTOR

Data Ticket, Inc.
Brook Westcott, Chief
2603 Main Street, Suite 300
Irvine, CA 92614

Either party may change the address or contact to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

The CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the

termination of this Agreement by COUNTY.

- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. The CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. The COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee

relationship exists by reason of this agreement.

- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. It, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a County employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever . CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTORS assigned personnel under the terms and conditions of this agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address,

telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will

be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;

5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, including with counsel reasonably acceptable to COUNTY, and hold harmless COUNTY, its governing Board, officers, directors, officials,

employees, and authorized volunteers and agents (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either party hereto, and recovery of monetary losses incurred by the indemnified party directly attributable to the performance of the indemnifying party, arising out of, pertaining to, or relating to the alleged or actual error or omission, negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by CONTRACTOR, its employees, CONTRACTOR's subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's subconsultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

XIX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit C. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit C. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. WEB ACCESSIBILITY

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit B, or Exhibit B as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit payment to COUNTY by the fifteenth (15th) day of the month following the monthly statement period. A monthly reconciliation statement, outlining all fees charged to the COUNTY in accordance with Exhibit B, and all fees collected by CONTRACTOR on behalf of the COUNTY, must be included with payment.
- C. COUNTY operates on a July through June fiscal year. Payments due to COUNTY for any service period in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services, revenues collected on behalf of the COUNTY, and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include any items listed in Exhibit B of CONTRACTOR charges.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXIII. LEGAL TRAINING INFORMATION

This section intentionally omitted.

XXIV. HIPAA BUSINESS ASSOCIATE REQUIREMENTS

This section intentionally omitted.

XXV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before sub-contracting any of the services delivered under this

Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXVII. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXVIII. TIME

Time is of the essence of this Agreement.

XXIX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Sacramento County Sheriff or his/her designee.

XXXI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXII. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXXIII. REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXIV. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at ONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEUR

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes,

unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XL. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XLI. USE OF FUNDS

It is understood and agreed that no funds provided by COUNTY pursuant to this Agreement shall be used by CONTRACTOR for any

political activity or political contribution.

XLII. RENEWALS

This agreement may be renewed for two one-year periods for a total of five years, by mutual agreement of the DIRECTOR, on behalf of the COUNTY, and CONTRACTOR in writing.

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

**COUNTY OF SACRAMENTO, a
political subdivision of the State
California**

Data Ticket Inc.

By: _____
SCOTT R. JONES, Sheriff

By: _____
BROOK WESTCOTT, Chief

Date: _____

Date: _____

Authorized on behalf of COUNTY by Board Resolution: _____

APPROVED AND REVIEWED AS TO FORM

By: _____

Date: _____

EXHIBIT A
to Agreement between the
COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY"
and DATA TICKET INC.,
hereinafter referred to as "CONTRACTOR"

I. SERVICE LOCATION

- CONTRACTOR Data Center and Back-up Center(s)
- On-Site for Training, 2101 Hurley Way, Sacramento

II. SCOPE OF SERVICES

The following Goals and Objectives have been identified for this project:

- A.** Implement a Pre-Existing Parking Citation Management System which has been proven effective and reliable in the parking enforcement industry. This parking citation management system should be currently in use by the proposing firm's customers.
- B.** Replace existing field citation/ticket issuing equipment with new equipment hardware solutions/applications that operate on up-to-date technology.
- C.** The proposed Citation management system and field issuing equipment must interface.
- D.** Implement a solution that can easily be utilized by COUNTY personnel and quickly gains user adoption.
- E.** Implement a solution that allows for the Parking Enforcement Detail to expand the management capabilities and optimize current processes of the parking citation system.
- F.** Implement a solution that provides current and/or improved options and capabilities for external customers.
- G.** Implement a solution that is well supported at the data center and field user level.

- H. Establish an end-user training program to allow new internal users the ability to quickly learn the new system.

The CONTRACTOR shall furnish Parking Citation Processing Services to the Sheriff including the provision, operation and continual maintenance of a 24/7 centralized data system to manage all aspects of citation issuance, status, reporting, appeals, related communications, notices, and payment/lien/adjudication/violation updates. The CONTRACTOR shall furnish technical support to maintain, repair and/or replace field citation issuing hardware, printer and software compatible with the centralized data system for field use by authorized Sheriff Personnel throughout the term of the awarded contract and any extensions thereto.

The CONTRACTOR (if other than the current contractor) shall, without cost to the COUNTY, provide for the transfer/migration of data from the current CONTRACTOR'S system to the new proposed system. Data transfer required will be limited to current (at time of conversion) citation accounts and files, registered owner information, photos, unpaid, DMV Hold status, special collections citations and any and all other data associated with The County of Sacramento Sheriff's Office Parking Enforcement Detail. The selected CONTRACTOR, at their sole determination, risk and expense shall interface with the current Contractor to begin conversion planning activities in an expeditious/timely manner to be able to perform the data conversion upon the effective date of the resulting contract.

Currently the COUNTY uses a web-based service for citation processing services.

The Sacramento County Sheriff's Office Parking Enforcement Detail prefers that the awarded CONTRACTOR have a processing office located in California. This is a preference only, not a mandatory requirement. Due to the high volume of mail that is currently generated by citations, the shortest possible mail delivery time to and from a customer and CONTRACTOR is preferred.

Any initial and on-going training required in the effective use and access of the centralized data system, citation issuing hardware and software and the interfacing to the centralized system with this equipment and other agencies (i.e. DMV) will be supplied at the

expense of the CONTRACTOR throughout the term of the awarded contract and any extensions thereto.

Supplied System Documentation is to be provided by the CONTRACTOR.

III. EQUIPMENT/SUPPLIES/SERVICES

The COUNTY and CONTRACTOR agree that final acceptance of all supplies equipment, product, or services is at the discretion COUNTY only after testing is performed and found to be within acceptable standards of operation, is in compliance with all published and implied performance standards, and is considered by the COUNTY to be ready for practical application.

Any initial and on-going training required in the effective use and access of the centralized data system, citation issuing hardware and software and the interfacing to the centralized system with this equipment and other agencies (i.e. DMV) will be supplied at the expense of the CONTRACTOR throughout the term of the awarded contract and any extensions thereto.

Supplied System Documentation is to be provided by the CONTRACTOR.

EXHIBIT B
to Agreement between the
COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY"
and DATA TICKET INC.,
hereinafter referred to as "CONTRACTOR"

IV. COMPENSATION TO CONTRACTOR

CONTRACTOR and authorized COUNTY'S Sheriff Personnel will come to agreement on use of COUNTY'S "Agency" Banking (daily deposits made into local branch of COUNTY'S bank) or Escrow Banking (daily deposits via remote check into Citibank escrow account). The full amount of any citation revenue collected is deposited on behalf of the COUNTY'S Sheriff's Office less the fee schedule in Exhibit B. No other Processing charges apply. COUNTY and CONTRACTOR will review use of Agency or Escrow banking as deemed necessary throughout the term and any extension term during this agreement. As of the contract effective date, the parties agree to use *Escrow banking (see fee below). Future transition to agency banking will be permitted at no additional set-up charge.

CITATION PROCESSING FEES:

ITEM	COST
Processing Cost per Electronic Citation	\$.42
Processing Cost per Manual Citation	\$.42
First Notice Mailing	\$0.75
Second Notice Mailing	23% of revenue collected
Appeals	\$85.00 per hour
Appeal Scheduling	\$.50
Adjudication Letter	\$1.00
1 st Level Notification Letter (reviews/hearings)	\$1.00
2 nd Level Notification Letter (review/hearings)	\$1.00
Payment Plan Set Up (to public)	\$15.00
AB503 Plan (to public)	\$5.00
County Surcharge Check Disbursement	\$85.00

Credit Card Convenience Fee (to public)	\$3.50
Transaction Fee (to public)	\$3.50
Live Agent Phone Payment Fee (to public)	Included
Out of State Processing	\$.23
Misc. Letters	\$1.00
Refunds Processed	\$5.00
Returned Checks NSF	\$3.00
Credit Card Chargebacks	\$3.00
Monthly Banking Service Fee	\$85.00
Monthly Online Contesting Fee	No Fee
Collections: Preliminary Delinquent Collection	23% of revenue
Collections FTB	\$.15
Collections: FTB of SSN	\$2.00

SOFTWARE FEES:

Initial Licensing	\$300 each handheld ticket writer
Perpetual Licensing	\$300 each handheld ticket writer; 1 st year \$150 each year after
Mobile System Support	\$180-\$240 per unit per year
Migration/Conversion	No Charge
Initial Training	No Charge
New Employee Training	No Charge

EXHIBIT C
to Agreement between the
COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY"
and DATA TICKET INC.,
hereinafter referred to as "CONTRACTOR"

V. INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting the CONTRACTOR'S indemnification, the CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. The COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the COUNTY'S Risk Manager, insurance provisions in these requirements do not provide adequate protection for the COUNTY and for members of the public, the COUNTY may require the CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. The COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

II. VERIFICATION OF COVERAGE

The CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to certificates provided.** The COUNTY'S Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the COUNTY before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance offered in compliance with these specifications.

III. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the COUNTY'S Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

Personal Lines automobile insurance shall apply if vehicles are individually owned.

- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS: Insurance covering liability for losses resulting or arising from negligent acts, errors or omissions in rendering computer or information technology services or from programming errors, software performance, data damage/destruction/corruption; including without limitation, failure to perform, and loss from unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the services provided under an Agreement.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than

Professional Liability) designated under the Minimum Scope of Insurance.

- F. CYBER LIABILITY including errors and omissions, identity theft, information security and privacy liability.

Coverage shall include but is not limited to:

Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract. Administrative expenses for forensic expenses and legal services. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses. Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

IV. MINIMUM LIMITS OF INSURANCE

The CONTRACTOR shall maintain limits no less than:

- A. GENERAL LIABILITY shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

- B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory

- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY WITH TECHNOLOGY ERRORS AND OMISSIONS LIABILITY: \$2,000,000 per claim and aggregate.
- F. CYBER LIABILITY: \$2,000,000 per claim and aggregate.

V. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

VI. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by the CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VII. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The COUNTY'S Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and

the general public are adequately protected.

- B. MAINTENANCE OF INSURANCE COVERAGE: The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal within ten (10) days after its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the COUNTY. For non-payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required. The CONTRACTOR is required by this Agreement to immediately notify the COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. The CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VIII. COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTOMOBILE LIABILITY

- A. ADDITIONAL INSURED STATUS: The COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.
- B. PRIMARY INSURANCE: For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured

Parties shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

- C. WAIVERS OF SUBROGATION: Policies shall include a waiver of subrogation in favor of the Additional Insured Parties as required by written contract or agreement; or specifically endorsed as applicable.
- D. SEVERABILITY OF INTEREST: The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

IX. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Additional Insured Parties, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should the CONTRACTOR be self-insured for workers' compensation, the CONTRACTOR hereby agrees to waive its right of subrogation against the Additional Insured Parties.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with the CONTRACTOR or if any lawsuit is instituted against the CONTRACTOR, that arise out of or are in any way connected with the CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect the COUNTY, the CONTRACTOR shall give prompt and timely notice thereof to the COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**COUNTY OF SACRAMENTO
CALIFORNIA**

23

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Leighann Moffitt, Planning Director, Office of Planning and Environmental Review

Subject: PLER2020-00105. Resolution Establishing The General Plan Amendment Hearing Rounds For Calendar Year 2021 And Beyond

District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution establishing hearing dates and procedures for proposed amendments to the Sacramento County General Plan during calendar year 2021, and for all subsequent years beyond 2021.

BACKGROUND

California Government Code Section 65358 requires that any mandatory element of the General Plan be amended no more than four times during a calendar year. The eight mandatory elements of a General Plan are Land Use, Circulation, Housing, Conservation, Open Space, Noise, Safety, and Environmental Justice. Additionally, County Code Section 21.12.015 requires General Plan amendment hearing dates be adopted by a resolution of the Board of Supervisors (Board).

The Board complies with these laws by establishing four hearing dates, known as General Plan amendment rounds, and the procedures for considering proposed amendments to the Sacramento County General Plan. It is Sacramento County's practice to schedule only four General Plan amendment rounds per calendar year, regardless of which mandatory element is being amended. This approach ensures compliance with the law and maintains a clear administrative record that not more than four rounds for any mandatory element occur in any calendar year. Projects which amend a non-mandatory element of the General Plan can be scheduled independent of the four General Plan amendment rounds that were established for mandatory elements.

The attached resolution establishes a range of dates, which overlap each other, wherein each of the four General Plan amendment rounds may occur in 2021, and for all subsequent years beyond 2021, unless changed by the Board in the future. Based on project needs, County staff will bring General Plan amendments before the Board on a scheduled hearing date during the date range shown in the table below. By establishing a range of dates, the Board is providing maximum flexibility in scheduling these hearings.

General Plan Amendment Round	Adoption Date Ranges
1	Any scheduled Board of Supervisors hearing from January - May
2	Any scheduled Board of Supervisors hearing from April - August
3	Any scheduled Board of Supervisors hearing from July - November
4	Any scheduled Board of Supervisors hearing from October - December
Non-Mandatory Elements	Any scheduled Board of Supervisors hearing

The attached Resolution also sets forth processing procedures for General Plan Amendment requests. Pursuant to the resolution, applications for subdivision maps or parcel maps that are inconsistent with the General Plan shall not be accepted by staff until a General Plan amendment is adopted which would make the request consistent with the General Plan, unless a waiver of time limits is provided by the applicant in accordance with Government Code Section 66451.1, and in a form acceptable to the Office of Planning and Environmental Review.

FINANCIAL ANALYSIS

General Plan implementation is a State-mandated, ongoing program that is included in the County's budget. Funding for General Plan implementation comes from a surcharge on building permits. However, costs associated with General Plan amendments for private development projects are reimbursed by the project applicants.

Attachment:

RES - Resolution Establishing Hearing Dates and Procedures for Proposed Amendments to the Sacramento County General Plan During Calendar Year 2021 and Beyond

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING HEARING DATES AND PROCEDURES
FOR PROPOSED AMENDMENTS TO THE SACRAMENTO COUNTY
GENERAL PLAN DURING CALENDAR YEAR 2021 AND BEYOND**

WHEREAS, California Government Code Section 65358 requires that a mandatory element of the General Plan be amended no more than four times during any calendar year, which amendment or amendments may occur at any time as determined by the legislative body; and,

WHEREAS, Section 21.12.015 of the Sacramento County Code directs that the Board of Supervisors shall, by resolution, specify the hearing dates for General Plan amendments; and,

WHEREAS, it is therefore necessary to specify hearing dates and procedures for the orderly processing and hearing of proposed amendments to the General Plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors shall adopt amendments to the Sacramento County General Plan during calendar year 2021 and for all subsequent years beyond 2021 as set forth below, unless changed by the Board of Supervisors in a subsequent resolution:

General Plan Amendment Round	Adoption Date Ranges
1	Any scheduled Board of Supervisors hearing from January - May
2	Any scheduled Board of Supervisors hearing from April - August
3	Any scheduled Board of Supervisors hearing from July - November
4	Any scheduled Board of Supervisors hearing from October - December
Non-Mandatory Elements	Any scheduled Board of Supervisors hearing

Resolution Establishing Hearing Dates and Procedures for Proposed
Amendments to the Sacramento County General Plan During Calendar Year
2021 and Beyond
Page 2

BE IT FURTHER RESOLVED that the applications for subdivision maps or parcel maps that are inconsistent with the General Plan shall not be accepted by staff until such time as a General Plan amendment has been adopted which would make the request consistent with the General Plan, unless a waiver of time limits is provided by the applicant in accordance with Government Code Section 66451.1, and in a form acceptable to the Office of Planning and Environmental Review.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
MEETING DATE:**

TUESDAY, DECEMBER 8, 2020

NOTE: THIS ITEM WILL BE CONTINUED

**PLNP2019-00198. Zoning Code And County Code Amendments Related To Industrial Hemp. Zoning Ordinance Amendment To Chapters 3 And 7 Of The Sacramento County Zoning Code And Addition Of Chapter 6.87 To The County Code Relating To Industrial Hemp (Waive Full Reading And Continue To December 15, 2020 For Adoption); Applicant: County Of Sacramento; Countywide; Environmental Determination: Exempt (Continued From November 17, 2020; Item No. 48) (Planning and Environmental Review)
Supervisorial District(s): All**

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
November 17, 2020
Timed: 2:30 PM

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Leighann Moffitt, Planning Director, Office of Planning and Environmental Review

Chris Flores, Agricultural Commissioner / Sealer of Weights and Measures

Subject: PLNP2019-00198. Zoning Code And County Code Amendments Related To Industrial Hemp. Zoning Ordinance Amendment To Chapters Three And Seven Of The Sacramento County Zoning Code And Addition of Chapter 6.87 To The County Code Relating To Industrial Hemp. (Waive Full Reading And Continue To December 8, 2020 For Adoption) Applicant: County Of Sacramento. Countywide. Environmental Determination: Exempt

District(s): All

RECOMMENDED ACTION

1. Recognize the exempt status of these amendments pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA). (Attachment 1)
2. Adopt the Ordinance (Ordinance 1) amending the Sacramento County Zoning Code related to industrial hemp.
3. Introduce Ordinance (Ordinance 2) adding Chapter 6.87 to the Sacramento County Code related to industrial hemp and continue to December 8, 2020 for adoption.

BACKGROUND

On August 20, 2019, the Board adopted an extension to the Interim Ordinance to declare a temporary moratorium on the cultivation of industrial hemp within the unincorporated County of Sacramento and a Resolution of Initiation to amend the Zoning Code of the County of Sacramento.

The extended Interim Ordinance prohibited all commercial hemp cultivation within unincorporated Sacramento County. The Ordinance also directed staff to update the Zoning Code and the County Code to allow cultivation of industrial hemp.

The proposed code updates are similar to those enacted by other counties in the state that allow for the cultivation of industrial hemp with registration with the state and a license from the Agricultural Commissioner. Many jurisdictions also have similar code requirements to reduce nuisances and impacts to neighboring properties such as setbacks, signage and security plans, as well as requirements to address the destruction of non-compliant hemp crops, fees, violations, and CEQA standards.

The project was presented before the Planning Commission on May 11, 2020, and the Planning Commission voted to recommend approval to the Board. During the Board hearing on July 14, 2020, the Board members voted to continue the item so the Delta Citizens Municipal Advisory Council (Delta CMAC) could receive a presentation.

The project was presented to the Delta CMAC on July 23, 2020. The Delta CMAC members had concerns about the odor associated with the cultivation and processing of the crop. Based on these comments and the comments from the other stakeholders, staff has proposed modifications to the Ordinances to address the concerns. While the Delta CMAC appreciated the larger parcel size requirements and setback distance from non-AG designated properties, they still had overall concerns related to odor and processing due to potential compatibility impacts to agricultural tourism.

Staff has updated the processing requirements to include that processing take place within a fully enclosed structure and to mitigate odor so it cannot be detected from outside the structure. Processing that does not meet this requirement will require approval of a conditional use permit from the Zoning Administrator. In addition, staff has increased the minimum lot size for cultivation, from 20 acres to 40 acres. This change was made to help mitigate possible odor nuisances by creating larger buffers.

Changes to the County Code mirror the changes to the Zoning Code. The minimum lot size is increased to 40 acres. The setback requirements were refined with specific measurements such as from the property line of the adjacent property to the closest portion of the industrial hemp crop. Additionally, the minimum setback from any non-General Agriculture (AG) zoned property has been increased to 1,320 feet.

Overview of Zoning Code Changes

The proposed amendments are in Chapters Three and Seven of the Zoning Code. The following subsections cover the amendment language.

Chapter Three – Use Regulations

Section 3.2.5. Table 3.1

Zoning Code Section 3.2.5, Table 3.1 (use table) line “R”, which reads, “Industrial Hemp” has been added under the Agricultural Uses. This use is only permitted in the AG-20 through AG-160 Agricultural Zoning Districts and the M-1 and M-2 Industrial Zoning Districts if the use standards are met.

Industrial Hemp cultivation and processing would be allowed by-right, but would be required to meet a specified set of development standards, that includes minimum lot size, setbacks, signage, processing area under five acres (in Agricultural zones), and must be licensed with the Agricultural Commissioner and registered with the state.

Section 3.4.12 Industrial Hemp

Staff is proposing to update the Zoning Code with Section 3.4.12, Industrial Hemp. This new section will regulate industrial hemp uses including cultivation of commercial hemp, seed production, and nursery uses in the unincorporated county. Staff is proposing to allow outdoor cultivation, seed production, and nursery uses on AG zoned properties that have a minimum parcel size of 40 acres. The setbacks for industrial hemp crops are located in and administered by Chapter 6.87 of the County Code. By having the setback standards in the County Code, it allows for the Agricultural Commissioner’s office to have flexibility in implementing the setbacks. This is expected to help alleviate nuisance issues.

Additionally, staff is proposing to allow indoor cultivation of industrial hemp, seed production, or nursery production on M-1 and M-2 industrial zoned property. The proposed Zoning Code standards include all structures used for industrial hemp must comply with all applicable building codes, sites must be developed to standards of their zoning district, and odor shall not be detectable from outside the building.

Industrial hemp cultivation or seed production for research purposes is also proposed. In the moratorium resolution, cultivation of industrial hemp for research purposes at Established Agricultural Research Institutions (EARI) was addressed. The standards now proposed are similar to outdoor industrial hemp on agricultural zoned land with the addition that the research is associated with an accredited university or college and the maximum planting area shall not exceed one acre.

Where processing of industrial hemp is proposed in the AG zones, it is limited to a maximum area of five acres and shall be conducted in an enclosed structure where the odor cannot be detected from outside the structure. If the processing area exceeds five acres or is located outside a structure, a use permit from the Zoning Administrator is required.

Staff has discovered there are four methods to extract the cannabinoid (CBD) oil from industrial hemp and they are CO2 extraction, dry ice extraction, olive oil extraction and solvent extraction. Of these four methods, the only one that is volatile is the use of solvents. The proposed update would not allow the use of solvents or any other volatile methods to extract CBD oil.

Chapter Seven- Definitions and Acronyms

Staff proposes to both update and create new use definitions related to Industrial Hemp. The definitions for Agricultural Processing, Agricultural Uses General, and Agricultural Uses Urban has been updated to include industrial hemp.

Staff proposes to create new use definitions for the following uses; Agricultural Research Institutions, Hemp, Industrial Hemp, Industrial Hemp Cultivation, Nursery (Horticulture), Nursery Stock, and Sensitive Receptor.

Overview of the County Code Changes

The County Code is proposed to be updated to create a new Chapter for Industrial Hemp. County Code Title 6 Health and Sanitation will be amended to add Chapter 6.87 for Industrial Hemp Cultivation. County Counsel staff has taken the lead on drafting the County Code updates.

The proposed new County Code Chapter would require a license issued from the Agricultural Commissioner in order to cultivate industrial hemp. The license requirements for industrial hemp require a new license to be obtained annually, a bond for 100 percent of the cost to abate a crop that does not meet the requirements for a legal harvest, and a security plan and other criteria to help reduce potential nuisances. Furthermore, the licensing requires each applicant to meet the minimum standards of the Zoning Code.

The proposed County Code updates include the setback standards for industrial hemp. The standards include setbacks from sensitive receptors, adjacent city and county boundaries and property lines. Additionally, the standards for signage for outdoor cultivation are proposed to be in the County Code. The signage section has size, color, and location standards. By having, the setback and sign standards in the County Code, it will allow

the Agricultural Commissioner's office greater flexibility in regulating industrial hemp cultivation.

The proposed County Code has a provision that if an industrial hemp crop does not comply with the provisions of the County Code and all applicable federal and state laws, the crop shall be destroyed. It also contains a provision authorizing the Board to establish a fee by resolution to cover the costs of the Commissioner and the County for implementation, administrating, and enforcing the provisions of hemp related federal, state, and local laws, regulations, and ordinances. At this time, a proposed fee schedule has not been established.

Finally, the proposed County Code has provisions for enforcement of industrial hemp violations, which are public nuisances. If the cultivation of industrial hemp is in violation of federal, state, and/or local laws, rules, and regulations, including registration with the state and licensure by the County Agricultural Commissioner, this would constitute a public nuisance.

Public Review and Planning Commission Recommendation

To draft the updated Zoning Code and County Code, Planning staff worked with the Agricultural Commissioner, County Counsel, Code Enforcement, and Sherriff's Department. The draft Code Amendments were presented to the Agricultural Advisory Committee (January 8, 2020 and March 11, 2020) and the following Community Planning Advisory Councils (CPAC): Natomas CPAC (February 13, 2020), Rio Linda/Elverta CPAC (February 26, 2020), Cosumnes CPAC (February 26, 2020), Southeast CPAC (February 27, 2020) and Delta CMAC (July 23, 2020 and August 12, 2020). See prior discussion regarding continued concerns from the Delta CMAC.

On September 28, 2020, the Planning Commission considered the proposed amendment package and voted (4 yes, 0 no, 1 absent) to recommend the Board of Supervisors approve the Ordinance amendments. The Commission inquired about minimum lot size to grow industrial hemp. They also asked if the Agricultural Commissioner's review includes a public hearing. Staff responded that the amendment's minimum lot size is compliant with state law and the Agricultural Commissioner's review does not include a public hearing.

FINANCIAL ANALYSIS

The cost of preparing these amendments is included in the Fiscal Year 2019-20 Adopted Budget. Industrial hemp crops should increase the value of farm crops in the county. Authorization for cost recovery for licensing and oversight is included in the draft County Code language.

PLNP2019-00198. Zoning Code And County Code Amendments Related To Industrial Hemp.

Page 6

Attachments:

ORD 1 - An Ordinance To Amend The Zoning Code Of Sacramento County Relating To Regulations For The Cultivation And Processing Of Industrial Hemp (Clean)

ORD 1 - An Ordinance To Amend The Zoning Code Of Sacramento County Relating To Regulations For The Cultivation And Processing Of Industrial Hemp (Strikethrough)

ORD 2 - An Ordinance Of The Sacramento County Code Relating To Regulations For The Cultivation Of Industrial Hemp (Clean: New Chapter, all new text)

ATT 1 - Notice of Exemption

ATT 2 - Planning Commission Transmittal from September 28, 2020

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE ZONING CODE
OF SACRAMENTO COUNTY RELATING TO REGULATIONS FOR THE
CULTIVATION AND PROCESSING OF INDUSTRIAL HEMP**

The Board of Supervisors of the County of Sacramento, State of California, do ordain as follows:

SECTION 1: The Zoning Code of Sacramento County, Ordinance No. 2015-0003 is amended to revise various provisions as described in Exhibit A.

SECTION 2: This ordinance shall take effect and be in full force on and after 30 days from the date of its passage hereof, and, before expiration of 15 days from the date of its passage, it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published within the County of Sacramento, State of California.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 17th day of November 2020, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(S E A L)

ATTEST: _____
Clerk, Board of Supervisors

EXHIBIT A

3.2.5. Allowed Uses in All Zoning Districts

TABLE 3.1: ALLOWED USES [AMENDED 02-24-2017][AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019]

KEY
 P= Permitted Primary Use UPP= Conditional Use Permit by the Planning Commission A = Permitted Accessory Use Grey Boxes = Refer to Applicable Use Standards in Sections Identified
 UPM= Minor Use Permit UPB= Conditional Use Permit by the Board of Supervisors TUZ = Temporary Use Permit by the Zoning Administrator

Zoning Districts	Agricultural			Agricultural Residential		Residential					Recreation			Mixed Use			Commercial			Industrial			Use Standard		
Use, Service, or Facility	AG-20, through AG-160	UR	IR	AR-10, AR-5	AR-2, AR-1	RD-1, RD-2	RD-3, RD-4	RD-5, RD-7, RD-10	RD-15 through RD-30	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC ¹	GC ²	MP	M-1	M-2			
AGRICULTURAL USES																									
A. General Agricultural Uses	P	P	P	P	P ₃								P	UPZ	UPZ							P	P	P	3.4.1
B. Agricultural Equipment Repair, Maintenance and Manufacturing	UPZ																					UPZ	UPZ		
C. Agricultural Supplies and Services	UPZ																		P			P	P		
D. Primary processing of agricultural products	P ₄	P ₄	P ₄	P ₄																	P ₄	P ₄		3.4.1.2	
E. Commercial Beekeeping	P	P	P	P	P																				3.4.2
F. Non-Commercial Beekeeping					A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	3.4.2
G. Crop Dusting Service	UPP																								

¹ Includes former SC zoning district. Refer to Title IV of the Sacramento County Zoning Code interim standards for SC zoning districts.
² Includes former AC and TC zoning districts; interim standards for AC and TC zoning districts should refer to Title IV of the Sacramento County Zoning Code.
³ In the AR-1 zoning district, general agricultural uses are permitted on lots of 150 feet or greater in width.
⁴ Permitted up to five (5) acres in AG zones and up to one (1) acre in AR zones. Otherwise, need UPZ if exceed acreage. Includes processing of industrial hemp in AG-20 through AG-160 and M-1, M-2 zones only.

TABLE 3.1: ALLOWED USES [AMENDED 02-24-2017][AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019]

KEY
 P= Permitted Primary Use UPP= Conditional Use Permit by the Planning Commission A = Permitted Accessory Use Grey Boxes = Refer to Applicable
 UPM= Minor Use Permit UPB= Conditional Use Permit by the Board of Supervisors TUZ = Temporary Use Permit by the Zoning Administrator Use Standards in Sections Identified
 UPZ = Conditional Use Permit by the Zoning Administrator

Zoning Districts	Agricultural			Agricultural Residential		Residential					Recreation			Mixed Use			Commercial			Industrial			Use Standard	
	AG-20, through AG-160	UR	IR	AR-10, AR-5	AR-2, AR-1	RD-1, RD-2	RD-3, RD-4	RD-5, RD-7, RD-10	RD-15 through RD-40	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC ¹	GC ²	MP	M-1	M-2		
O. Large Wineries/Breweries	UPZ											UPZ										P _a	P _a	3.4.9
P. Food Processing Industry ⁹	UPB	UPB	UPB																					3.4.10
Q. Water Impoundment, Constructed Lake/Pond	P	P	P	P	P	P	P	P	P	P	P	P												3.4.11
R. Industrial Hemp	P																					P	P	3.4.12
RESIDENTIAL USES																								
A. Household Living Uses¹⁰																								
1. Dwelling, Duplex or Halfplex								UPZ ¹¹	P	P														3.5.1.B
2. Dwelling, Multiple Family								UPZ ¹²	P					P	P	P	UPP	P	P					3.5.1.C
3. Dwelling, Single-family Attached		UPZ	UPZ			UPZ	UPZ	UPZ	P	UPZ	UPZ			P	P	P	UPP	P	P					3.5.1.D
4. Dwelling, Single-family Detached	P	P	P	P	P	P	P	P	P	P	P	UPP		P	UPM	P	UPP							3.5.1.E

⁸ In the M-1 and M-2 zoning districts, use is allowed if in compliance with use standards and the tasting facilities are limited to a maximum of 15 percent of the square footage of the indoor portion of the winery/brewery; otherwise, a Minor Use Permit is required.
⁹ Use is intended for agricultural zoning districts, and must be accompanied by the Food Processing (FP) combining zoning district.
¹⁰ See "Accessory Uses" (Table 3.2) for accessory dwellings and guest houses.
¹¹ In the RD-5 and RD-7 zoning districts, permitted subject to issuance of a conditional use permit by the Zoning Administrator; in the RD-10 zoning district, the use is permitted by right.
¹² Use is conditionally permitted, as noted, only in the RD-10 zoning district. Not permitted in the other referenced zoning districts.

3.4.12. Industrial Hemp

3.4.12.A. Outdoor industrial hemp cultivation, commercial hemp production, seed production, and related nursery uses are permitted in all AG zones if the following standards are met:

1. Minimum parcel size of 40 acres.
2. Minimum setback requirements shall be as outlined in Chapter 6.87 of the County Code and as may be modified by the Agricultural Commissioner’s Office.
3. Signage required for hemp cultivation shall comply with Chapter 6.87 of the County Code.
4. Primary processing of industrial hemp in AG zones shall take place in a fully enclosed building where the odor cannot be detected from outside the structure and is limited to a maximum

area of five acres dedicated to structures related to the processing of industrial hemp as a permitted use. If the processing, storage and/or drying area exceeds five acres or occurs outside of a fully enclosed building a Use Permit from the Zoning Administrator is required. All methods of processing shall be non-volatile

5. Grower must be licensed and registered with the Agricultural Commissioner.

3.4-12.B. Indoor industrial hemp cultivation and processing, seed production, or related nursery production and including incidental activities related thereto, is permitted within the M-1 and M-2 industrial zones if the following standards are met:

1. Structure(s) must comply with all applicable building codes.
2. Sites shall be developed in compliance with the development standards listed in Chapter 5.6 for projects in Industrial Zones.
3. All odor shall be mitigated so as not to be detected from outside the building structure.
4. All methods of processing shall be non-volatile.
5. Grower must be licensed and registered with the Agricultural Commissioner.

3.4.12.C. Industrial hemp cultivation or seed production for research purposes is permitted in all AG zones if the following standards are met:

1. Must be associated with an accredited university or college.
2. Minimum parcel size of 40 acres.
3. Minimum setback requirements shall be as outlined in Chapter 6.87 of the County Code and as may be modified by the Agricultural Commissioner's Office.
4. The maximum cultivation area shall not exceed one acre.
5. Signage required for hemp cultivation shall comply with Chapter 6.87 of the County Code.
6. Grower must be licensed and registered with the Agricultural Commissioner.

7.3. CODE TERMS AND USE DEFINITIONS

This Section defines the terms used in this Code and the uses contained in Chapter 3, Use Regulations.

Agricultural Research Institution

Has the same meaning as that term defined in Section 81000 of the California Food and Agriculture Code and as may be modified from time to time therein. Currently defined as:

- A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers.
- An institution of higher education that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.

Agricultural Uses, General [AMENDED 03-09-2016]

The primary use of the premises for agriculture, including the cultivation of the soil for the production and harvesting of crops, the care and breeding of livestock, poultry, pastureland, horticulture, dairying, viticulture, aquaculture, silvaculture (timber management), floriculture, apiaries (beekeeping), industrial hemp cultivation, and the storage and minor repair of agricultural vehicle and equipment used for the processing and transportation of the products grown on the premises.

Agricultural Uses, Urban [ADDED 02-24-2017]

The growing of fruits, herbs, and/or vegetables and/or the raising of animals in an urban area for food or other purposes. Urban agriculture includes, but is not limited to, private gardens, market gardens and community gardens. Urban agriculture does not include the cultivation of cannabis or industrial hemp.

Hemp

Shall have the same meaning as "Industrial Hemp".

Hemp Breeder

An individual or a public or private institution or organization that is registered with the agricultural commissioner to develop seed cultivars intended for sale or research.

Industrial Hemp

Has the same meaning as that term defined in Section 81000 of the California Food and Agriculture Code.

Industrial-Hemp Cultivation

Includes any activity involving the propagation, planting, growing, breeding, harvesting, drying, curing, grading, trimming, or other development of

industrial hemp plants or propagative plant material.

Nursery (horticulture)

An establishment for the growth, display, and/or sale of plants, shrubs, trees, and accessory items used in indoor or outdoor planting, conducted within an enclosed building or outdoors. Includes establishments for the development and production of seeds. Industrial hemp nurseries are restricted to wholesale establishments.

Nursery Stock

Any plant for planting, propagation, or ornamentation and as defined by Section Section 5005 of the California Food and Agriculture Code.

Primary Processing of Agricultural Products

The act of changing or preparing an agricultural commodity, subsequent to its harvest or in its natural mature state to the initial stage of processing in order to prepare it for market or further processing at an off-site location. Examples of primary processing include drying, curing, pressing, crushing, extracting, sorting, nut hulling and shelling, grading of livestock or agricultural products, primary processing of fruits to juice and initial storage of the juice without fermentation, and cleaning and packing of agricultural products for shipment. Primary processing does not include smoking of fish or meat, canneries, mills, food processing, light or heavy processing into non-food commodities (see assembly, manufacturing, and processing), refineries, feed lots, kill floors, or other similar uses.

Sensitive Receptor

A facility or land use that serves or attracts members of a population who are particularly sensitive to the effects of air pollutants or strong odors, such as children, the elderly, and people with illnesses. Sensitive receptors include, but are not limited to, hospitals, convalescent facilities providing 24 hour care, senior living facilities (excluding small residential care homes), places of worship, child daycare centers, private and public k-12 schools, youth oriented facilities, afterschool programs, parks, sports complexes, etc.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE ZONING CODE
OF SACRAMENTO COUNTY RELATING TO REGULATIONS FOR THE
CULTIVATION AND PROCESSING OF INDUSTRIAL HEMP**

The Board of Supervisors of the County of Sacramento, State of California, do ordain as follows:

SECTION 1: The Zoning Code of Sacramento County, Ordinance No. 2015-0003 is amended to revise various provisions as described in Exhibit A.

SECTION 2: This ordinance shall take effect and be in full force on and after 30 days from the date of its passage hereof, and, before expiration of 15 days from the date of its passage, it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published within the County of Sacramento, State of California.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 17th day of November 2020, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(S E A L)

ATTEST: _____
Clerk, Board of Supervisors

EXHIBIT A

All new portions of the Zoning Code are shown in **BOLD Underlined RED**.

3.2.5. Allowed Uses in All Zoning Districts

TABLE 3.1: ALLOWED USES [AMENDED 02-24-2017][AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019]

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Zoning Districts Use, Service, or Facility	Agricultural			Agricultural Residential		Residential					Recreation			Mixed Use			Commercial			Industrial			Use Standard	
	AG-20, through AG-160	UR	IR	AR-10, AR-5	AR-2, AR-1	RD-1, RD-2	RD-3, RD-4	RD-5, RD-7, RD-10	RD-15 through RD-40	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC ¹	GC ²	MP	M-1	M-2		
A. General Agricultural Uses	P	P	P	P	P ₃								P	UPZ	UPZ						P	P	P	3.4.1
B. Agricultural Equipment Repair, Maintenance and Manufacturing	UPZ																				UPZ	UPZ		
C. Agricultural Supplies and Services	UPZ																		P		P	P		
D. Primary processing of agricultural products	P ₄	P ₄	P ₄	P ₄																	<u>P₄</u>	<u>P₄</u>		3.4.12
E. Commercial Beekeeping	P	P	P	P	P																			3.4.2
F. Non-Commercial Beekeeping					A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	3.4.2
G. Crop Dusting Service	UPP																							

¹ Includes former SC zoning district. Refer to Title IV of the Sacramento County Zoning Code interim standards for SC zoning districts.
² Includes former AC and TC zoning districts; interim standards for AC and TC zoning districts should refer to Title IV of the Sacramento County Zoning Code.
³ In the AR-1 zoning district, general agricultural uses are permitted on lots of 150 feet or greater in width.
⁴ Permitted up to five (5) acres in AG zones and up to one (1) acre in AR zones. Otherwise, need UPZ if exceed acreage. Includes processing of industrial hemp in AG-20 through AG-160 and M-1, M-2 zones only.

TABLE 3.1: ALLOWED USES [AMENDED 02-24-2017][AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019]

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Zoning Districts	Agricultural			Agricultural Residential		Residential					Recreation			Mixed Use			Commercial			Industrial			Use Standard	
Use, Service, or Facility	AG-20, through AG-160	UR	IR	AR-10, AR-5	AR-2, AR-1	RD-1, RD-2	RD-3, RD-4	RD-5, RD-7, RD-10	RD-15 through RD-40	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC ¹	GC ²	MP	M-1	M-2		
O. Large Wineries/Breweries	UPZ										UPZ										Pa	Pa	3.4.9	
P. Food Processing Industry ⁹	UPB	UPB	UPB																					3.4.10
Q. Water Impoundment, Constructed Lake/Pond	P	P	P	P	P	P	P	P	P	P	P	P												3.4.11
R. Industrial Hemp	P																					P	P	3.4.12
RESIDENTIAL USES																								
A. Household Living Uses¹⁰																								
1. Dwelling, Duplex or Halfplex								UPZ ¹¹	P	P														3.5.1.B
2. Dwelling, Multiple Family								UPZ ¹²	P					P	P	P	UPP	P	P					3.5.1.C
3. Dwelling, Single-family Attached		UPZ	UPZ			UPZ	UPZ	UPZ	P	UPZ	UPZ			P	P	P	UPP	P	P					3.5.1.D
4. Dwelling, Single-family Detached	P	P	P	P	P	P	P	P	P	P	P	UPP		P	UPM	P	UPP							3.5.1.E

⁸ In the M-1 and M-2 zoning districts, use is allowed if in compliance with use standards and the tasting facilities are limited to a maximum of 15 percent of the square footage of the indoor portion of the winery/brewery; otherwise, a Minor Use Permit is required.
⁹ Use is intended for agricultural zoning districts, and must be accompanied by the Food Processing (FP) combining zoning district.
¹⁰ See "Accessory Uses" (Table 3.2) for accessory dwellings and guest houses.
¹¹ In the RD-5 and RD-7 zoning districts, permitted subject to issuance of a conditional use permit by the Zoning Administrator; in the RD-10 zoning district, the use is permitted by right.
¹² Use is conditionally permitted, as noted, only in the RD-10 zoning district. Not permitted in the other referenced zoning districts.

3.4.12. Industrial Hemp

3.4.12.A. Outdoor industrial hemp cultivation, commercial hemp production, seed production, and related nursery uses are permitted in all AG zones if the following standards are met:

- 1. Minimum parcel size of 40 acres.**
- 2. Minimum setback requirements shall be as outlined in Chapter 6.87 of the County Code and as may be modified by the Agricultural Commissioner's Office.**
- 3. Signage required for hemp cultivation shall comply with Chapter 6.87 of the County Code.**
- 4. Primary processing of industrial hemp in AG zones shall take place in a fully enclosed building where the odor cannot be detected from outside the structure and is limited to a maximum area of five acres dedicated to structures related to the processing of industrial hemp as a permitted use. If the processing, storage and/or drying**

area exceeds five acres or occurs outside of a fully enclosed building a Use Permit from the Zoning Administrator is required. All methods of processing shall be non-volatile

5. Grower must be licensed and registered with the Agricultural Commissioner.

3.4-12.B. Indoor industrial hemp cultivation and processing, seed production, or related nursery production and including incidental activities related thereto, is permitted within the M-1 and M-2 industrial zones if the following standards are met:

1. Structure(s) must comply with all applicable building codes.
2. Sites shall be developed in compliance with the development standards listed in Chapter 5.6 for projects in Industrial Zones.
3. All odor shall be mitigated so as not to be detected from outside the building structure.
4. All methods of processing shall be non-volatile.
5. Grower must be licensed and registered with the Agricultural Commissioner.

3.4.12.C. Industrial hemp cultivation or seed production for research purposes is permitted in all AG zones if the following standards are met:

1. Must be associated with an accredited university or college.
2. Minimum parcel size of 40 acres.
3. Minimum setback requirements shall be as outlined in Chapter 6.87 of the County Code and as may be modified by the Agricultural Commissioner's Office.
4. The maximum cultivation area shall not exceed one acre.
5. Signage required for hemp cultivation shall comply with Chapter 6.87 of the County Code.
6. Grower must be licensed and registered with the Agricultural Commissioner.

This Section defines the terms used in this Code and the uses contained in Chapter 3, Use Regulations.

Agricultural Research Institution

Has the same meaning as that term defined in Section 81000 of the California Food and Agriculture Code and as may be modified from time to time therein. Currently defined as:

- **A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers.**
- **An institution of higher education that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.**

Agricultural Uses, General [AMENDED 03-09-2016]

The primary use of the premises for agriculture, including the cultivation of the soil for the production and harvesting of crops, the care and breeding of livestock, poultry, pastureland, horticulture, dairying, viticulture, aquaculture, silvaculture (timber management), floriculture, apiaries (beekeeping), **industrial hemp cultivation**, and the storage and minor repair of agricultural vehicle and equipment used for the processing and transportation of the products grown on the premises.

Agricultural Uses, Urban [ADDED 02-24-2017]

The growing of fruits, herbs, and/or vegetables and/or the raising of animals in an urban area for food or other purposes. Urban agriculture includes, but is not limited to, private gardens, market gardens and community gardens. Urban agriculture does not include the cultivation of cannabis or **industrial hemp**.

Hemp

Shall have the same meaning as "Industrial Hemp".

Hemp Breeder

An individual or a public or private institution or organization that is registered with the agricultural commissioner to develop seed cultivars intended for sale or research.

Industrial Hemp

Has the same meaning as that term defined in Section 81000 of the California Food and Agriculture Code.

Industrial-Hemp Cultivation

Includes any activity involving the propagation, planting, growing, breeding, harvesting, drying, curing, grading, trimming, or other development of industrial hemp plants or propagative plant material.

Nursery (horticulture)

An establishment for the growth, display, and/or sale of plants, shrubs, trees, and accessory items used in indoor or outdoor planting, conducted within an enclosed building or outdoors. Includes establishments for the development and production of seeds. Industrial hemp nurseries are restricted to wholesale establishments.

Nursery Stock

Any plant for planting, propagation, or ornamentation and as defined by Section Section 5005 of the California Food and Agriculture Code.

Primary Processing of Agricultural Products

The act of changing **or preparing** an agricultural crop **commodity**, subsequent to its harvest **or in** ~~from~~ its natural **mature** state to the initial stage of processing of that crop in order to prepare it for market or further processing at an off-site location. Examples of primary processing include **drying, curing, pressing, crushing, extracting, sorting,** nut hulling and shelling, **grading of livestock or agricultural products,** bean cleaning, corn shelling and sorting, grape sorting and crushing, primary processing of fruits to juice and initial storage of the juice without fermentation, and cleaning and packing of fruits **agricultural products for shipment. Primary processing does not include smoking of fish or meat, canneries, mills, food processing, light or heavy processing into non-food commodities (see assembly, manufacturing, and processing), refineries, feed lots, kill floors, or other similar uses.**

Sensitive Receptor

A facility or land use that serves or attracts members of a population who are particularly sensitive to the effects of air pollutants or strong odors, such as children, the elderly, and people with illnesses. Sensitive receptors include, but are not limited to, hospitals, convalescent facilities providing 24 hour care, senior living facilities (excluding small residential care homes), places of worship, child daycare centers, private and public k-12 schools, youth oriented facilities, afterschool programs, parks, sports complexes, etc.

SCC NO. _____

AN ORDINANCE OF THE SACRAMENTO COUNTY CODE RELATING TO REGULATIONS FOR THE CULTIVATION OF INDUSTRIAL HEMP

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

SECTION 1. Chapter 6.87, Title 6, of the Sacramento County Code is added to
read as follows:

CHAPTER 6.87 INDUSTRIAL HEMP CULTIVATION

- 6.87.010 Purpose and Authority**
- 6.87.020 Definitions**
- 6.87.030 Administration and Enforcement**
- 6.87.040 License**
- 6.87.050 License Requirements**
- 6.87.060 Cultivation Requirements**
- 6.87.070 Industrial Hemp for Research**
- 6.87.080 Destruction of Non-compliant Hemp Crops**
- 6.87.090 Fees**
- 6.87.100 Violations Public Nuisance**
- 6.87.110 CEQA**
- 6.87.120 Validity**

6.87.010 Purpose and Authority.

Pursuant to Article XI, Section 7, of the California Constitution, the County of Sacramento (“County”) may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its residents. It is the purpose and intent of this Ordinance to establish standards, requirements, and regulations governing industrial hemp cultivation, including cultivation for commercial and research purposes, and non-volatile industrial hemp processing.

Further, it is the purpose and intent of this Chapter to impose reasonable land use regulations to protect the County’s residents, neighborhoods, businesses, and the environment from negative impacts caused by industrial hemp cultivation and processing, and to enforce rules and regulations consistent with state and federal law. Any standards, requirements and regulations established by the State of California, or any of its departments or divisions, regarding the cultivation or processing of industrial hemp for commercial and/or research purposes shall be the minimum standards applicable within the unincorporated areas of the County.

The County of Sacramento Board of Supervisors (“Board”) hereby adopts this Chapter pursuant to its police power for the purpose of preserving the health, safety and

public welfare of the residents of the County. The Board finds that agriculture is extremely important to the County's economy and that ensuring the continuance of agricultural commodities is essential to the health and well-being of County residents. The Board determines that the enforcement of this Chapter is essential.

The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the County, and are in addition to any other entitlements and approvals required under federal, state, County, or other law.

6.87.020 Definitions.

For the purposes of this Chapter, the following definitions shall apply, unless the context clearly indicates otherwise. If a word is not defined in this Chapter, the common and ordinary meaning of the word shall apply. All citations to federal or state law shall refer to the act, statute, or regulations as may be amended from time to time.

A. **"Cultivation"** includes any activity involving the propagation, planting, growing, breeding, harvesting, drying, curing, grading, trimming or other development of industrial hemp plants or propagative plant material.

B. **"Established Agricultural Research Institution"** has the same meaning as that term is defined in Section 81000 of the California Food and Agriculture Code.

C. **"Hemp"** shall have the same meaning as "industrial hemp" as defined in Section 81000 of the California Food and Agriculture Code and set forth below.

D. **"Hemp Breeder"** is an individual or public or private institution or organization that is registered with the Agricultural Commissioner to develop seed cultivars intended for sale or research.

E. **"Incidental activities"** includes harvesting, drying, curing, grading, trimming, wholesale packaging, and similar preparation of industrial hemp, but not including agricultural processing.

F. **"Industrial hemp"** has the same meaning as that term is defined in Section 81000 of the California Food and Agriculture Code. That section defines industrial hemp as "an agricultural product, whether growing or not, that is limited to types of the plant *Cannabis sativa* L. and any part of that plant, including the seeds of the plant and all derivatives, extracts, the resin extracted from any part of the plant, cannabinoids, isomers, acids, salts, and salts of isomers, with a delta-9 tetrahydrocannabinol concentration of no more than 0.3 percent on a dry weight basis."

G. **"Institution of higher education"** has the same meaning as that term is defined in the federal Higher Education Act of 1965 Section 101 (20 U.S.C. Sect 1001).

H. **"Nursery stock"** has the same meaning as that term is defined in California Food and Agricultural Code Section 5005.

I. **"Outdoor(s)"** means not within an enclosed structure; or within a structure that is not fully enclosed, such as a greenhouse or hoop house.

J. **"Person"** includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, collective, cooperative, institution, including an established agricultural research institution, or any other group or entity, or combination acting as a unit. Except where otherwise indicated by context, the singular shall include the plural, and vice versa.

K. **“Sensitive receptor”** is a facility or land use that serves or attracts members of a population who are particularly sensitive to the effects of air pollutants or strong odors, such as children, the elderly, and people with illnesses. Sensitive receptors include, but are not limited to, hospitals, convalescent facilities providing 24 hour care, senior living facilities (excluding small residential care homes), places of worship, child daycare centers, private and public k-12 schools, youth-oriented facilities, afterschool programs, parks, sports complexes, etc.

6.87.030 Administration and Enforcement.

The Agricultural Commissioner, Sheriff, Planning Director, and/or Director of Development and Code Services, or their respective designees, are charged with the responsibility of administering, enforcing and exercising the authority conferred under this Chapter.

6.87.040 License.

No person shall cultivate industrial hemp, including cultivation for research purposes, or prepare a site for cultivation in the unincorporated areas of Sacramento County without first obtaining a license from the Agricultural Commissioner as provided in this Chapter. Licensees must comply with all standards required by this Chapter.

A license for cultivation may only be issued to an Established Agricultural Research Institution if the Institution meets the criteria set forth in Section 6.87.020, subdivision B, of this Chapter.

A license issued by the Agricultural Commissioner under this Chapter does not grant any entitlement or interest in real property, nor does it create any interest of value, and it does not run with the land. A Person that has obtained a license from the Agricultural Commissioner shall not transfer ownership or control of the license to another Person as the license is non-transferable and automatically terminates upon transfer of ownership. Any attempt to transfer ownership shall cause the license to be automatically revoked.

Nothing in this Chapter, including the issuance of a license, relieves a Person from responsibility for damage to other persons or property, or imposes liability upon the County, its officers, agents, or employees, for damage to persons or property.

Receipt of a license from the Agricultural Commissioner does not obviate the California Department of Food and Agriculture’s registration requirements for the cultivation of industrial hemp. Further, nothing in this Chapter eliminates the need for a person undertaking industrial hemp cultivation to comply with local, state, and federal law, and to obtain other permits, approvals, or authorizations required by this Code and any state or federal agencies.

6.87.050 License Requirements.

A license for the cultivation of industrial hemp for commercial and research purposes may be issued only if each of the following requirements are met:

A. Applicants shall submit an application in accordance with the application process established by the Agricultural Commissioner. A single license may be issued for multiple parcels.

B. An applicant shall be the property owner of the land upon which the hemp is to be cultivated, or must provide written authorization in a form acceptable to the Agricultural Commissioner, from the property owner, granting permission for the cultivation of industrial hemp on the specified parcel(s).

C. Applicants for propagative plant material cultivation must have a license to sell nursery stock as required under California Food and Agricultural Code Section 6721 et seq.

D. Before a license is issued under this Chapter, the applicant shall satisfy the state registration requirements set forth in California Food and Agricultural Code Section 81003.

E. Before a license is issued under this Chapter, the applicant shall submit a bond acceptable to the Agricultural Commissioner in the amount of one hundred percent (100%) of the estimated cost to fully abate a crop of industrial hemp that does not meet requirements for legal harvest under applicable laws and regulations. The bond provided shall be released to the applicant after the Agricultural Commissioner determines that it is no longer needed to secure the abatement of a non-compliant hemp crop.

F. Before a license is issued under this Chapter, the applicant shall submit a Site Security Plan to the Agricultural Commissioner. The Site Security Plan shall include detailed information regarding fencing, cameras, bonded security personnel, locking gates, access by law enforcement and first responders, and any other security measures as required by the Agricultural Commissioner.

G. Before a license is issued under this Chapter, applicants must consent to inspections and testing which may be conducted at any time, with or without prior notice, at the discretion of the Agricultural Commissioner. A fee may be established to cover the costs of such inspections and testing.

H. Each parcel for which a license is issued shall meet the minimum standards set forth in the Sacramento County Zoning Code.

I. Each license issued under this Chapter shall expire one year from the date of its issuance.

J. A license renewal application shall be submitted in accordance with the process established by the Agricultural Commissioner.

K. The Agricultural Commissioner has the sole discretion to suspend or revoke a license issued pursuant to this Chapter in the event any of the following occur:

- i. Application was based on inaccurate or incomplete information;
- ii. Applicant has operated in violation of the County Code, County Zoning Code, or licensing requirements;
- iii. Applicant has failed to pay fees or penalties; or
- iv. Applicant has been the subject of a nuisance finding for unauthorized cannabis activity.

6.87.060 Cultivation Requirements.

The following standards shall apply to the cultivation of industrial hemp:

A. It shall be the responsibility of the Persons cultivating industrial hemp to ensure that they are, at all times, operating in a manner compliant with all applicable federal, state, and local laws, and/or regulatory, requirements, and any additional

specific operating procedures or requirements which may be imposed by the County. This includes, but is not limited to, requirements for cultivation, sampling, laboratory testing, harvesting, and crop destruction. Nothing in this Chapter shall be construed as authorizing any actions that violate federal, state, or local law regarding the cultivation of industrial hemp.

B. The outdoor cultivation of industrial hemp, along with incidental activities as defined herein, is permitted in Agricultural Zones with a minimum parcel size of 40 acres (AG-160, AG-80, AG-40, and AG-20). Outdoor cultivation of industrial hemp is prohibited in all other zoning districts. Indoor cultivation of industrial hemp is permitted in Industrial Zones (M-1 and M-2).

C. Outdoor industrial hemp cultivation in Sacramento County shall meet the following setback requirements:

- i. 200 feet from property lines, unless the property line is adjacent to the property line of a parcel that is either owned, managed, or otherwise under the control of the Person who is cultivating industrial hemp;
- ii. 600 feet from any residential structure (including Accessory Dwelling Units) on neighboring parcels zoned Agricultural (AG) and measured from the residential structure to the closest portion of the industrial hemp crop;
- iii. 1,320 feet from any parcel containing a sensitive receptor measured from the property line of the sensitive receptor site to the closest portion of the industrial hemp crop;
- iv. 1,320 feet from any property that is not zoned General Agricultural (AG). Measured from the property line of the adjacent parcel to the closest portion of the industrial hemp crop;
- v. 1,320 feet from any adjacent incorporated city boundary or adjacent county boundary, measured from the adjacent property line to the closest portion of the industrial hemp crop.

D. A Person cultivating industrial hemp shall design the parcel to be used for cultivation in a manner that minimizes impacts to surrounding areas.

- i. No usage of outdoor grow lights is permitted between the hours of 10:00 PM and 6:00 AM unless the glare is not visible from any neighboring property or the lights are within an enclosed structure with:
 1. Fully or partially shielded directional lighting preventing visibility of glare from any neighboring property; or
 2. Fitted with blackout screening for walls and roof, preventing visibility of glare from any neighboring property.

E. Any structure(s) containing facilities used for the processing of industrial hemp must have all permits required under state law, Building Codes, and Sacramento County Code.

F. All fields used for the outdoor cultivation of industrial hemp shall have onsite signage indicating that "Industrial Hemp" is being cultivated on site. The signs shall:

- i. Measure at least three feet wide by three feet high and say "**INDUSTRIAL HEMP - NO TRESPASSING**" in English and Spanish; and
- ii. Use letters and symbols not less than three inches in height; and

- iii. Use letters and symbols that are of a color that sharply contrasts with their immediate background; and
- iv. Be posted at the corners of the field(s) and at all points of entry to the field, including each road, trail, footpath, walkway, or aisle that enters the cultivation area. When a field is adjacent to a public right-of-way, such as a road, trail or path, signs shall be posted at intervals not exceeding three hundred (300) feet along the field's border with the right-of-way, where the cultivation of industrial hemp is taking place.

G. Indoor industrial hemp cultivation and processing, including incidental activities related thereto, is allowed within the Industrial zones (M-1 and M-2). Structures in these zones must comply with applicable building codes and be permitted by the Office of Planning and Environmental Review as required by County Code, County Zoning Code, and state Building Codes. All methods of processing shall be non-volatile. All odor shall be mitigated so as not to be detected from outside the building structure.

6.87.070 Industrial Hemp for Research.

A. The cultivation of industrial hemp by an Established Agricultural Research Institution for research or educational purposes shall be subject to all State requirements imposed by the California Department of Food and Agriculture.

B. Hemp cultivation by an Established Agricultural Research Institution for research or educational purposes shall be limited to a maximum cultivation area of one acre and shall be subject to the minimum zoning, parcel size, and setback requirements set forth in Section 6.87.060 above.

6.87.080 Destruction of Non-Compliant Industrial Hemp Crops.

An industrial hemp crop that does not comply with this Chapter, all applicable provisions of federal and state law, and all associated rules and regulations, shall be destroyed. When an industrial hemp crop or plant is removed or destroyed prior to harvest for any purpose, the cultivator must submit a destruction plan to the Agricultural Commissioner.

Crop destruction shall proceed as provided for in all applicable laws and regulations. The crop destruction plan must include all information required under state law and information required by the Agricultural Commissioner to ensure compliance with this Chapter, including, but not limited to, photographs, test results, reports, etc. No industrial hemp plant may be removed prior to the Agricultural Commissioner's review and approval of the destruction plan. An inspection prior to and/or following removal and/or destruction, or other verification of compliance with an approved destruction plan, may be required at the discretion of the Agricultural Commissioner.

A destruction plan is not required for industrial hemp removal or destruction at an Established Agricultural Research Institution's registered site.

Any violations of this section are also subject to abatement under Title 16, Chapter 16.18 of the Sacramento County Code. Industrial hemp removal or destruction in violation of this Chapter may also be subject to enforcement in the same manner as unauthorized cannabis cultivation set forth in Title 6, Chapter 6.88 of Sacramento County Code.

6.87.090 Fees.

Pursuant to Section 81005 of the California Food and Agriculture Code, the Board of Supervisors may, by resolution, establish a schedule of fees, in an amount necessary to cover the costs of the Agricultural Commissioner and the County in implementing, administering, and enforcing the provisions of federal, state, and local laws, regulations and ordinances pertaining to industrial hemp. Such fees may include, but are not limited to, costs for licensing, inspections, monitoring, sampling, testing, enforcement, and abatement/destruction. Said fees may be updated by resolution of the Board of Supervisors.

Failure to pay all fees attributable to County costs incurred as a result of the cultivation or processing of industrial hemp shall serve as a basis for revocation or non-renewal of license with the County Agricultural Commissioner until all outstanding fees are paid in full.

6.87.100 Violations Public Nuisance.

The cultivation of industrial hemp in violation of federal, state, and local laws and/or rules and regulations, including the duty to register with the state, obtain a license from the County Agricultural Commissioner, and to comply with requirements for cultivation, sampling, laboratory testing, harvesting, and crop destruction, constitutes a public nuisance. A violation of any provision of this Chapter is hereby deemed an unlawful public nuisance subject to citation, abatement, and/or the imposition of administrative penalties under the authority of the Agricultural Commissioner and under Title 16, Chapter 16.18 of the Sacramento County Code. Each and every day a violation of this Chapter exists constitutes a separate and distinct violation and shall be subject to all remedies and enforcement measures authorized by the County. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, disgorgement and payment to the County for any monies unlawfully obtained, costs of abatement/destruction, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity.

Unlicensed industrial hemp cultivation may also be subject to enforcement in the same manner as unauthorized cannabis cultivation set forth in Title 6, Chapter 6.88 of the Sacramento County Code.

6.87.110 CEQA.

The Board hereby finds that this ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility of a significant effect on the environment from the adoption of these regulations for industrial hemp. 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 activity is not subject to CEQA.

6.87.120 Validity.

If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Board of Supervisors hereby

declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, words, or phrases may be declared invalid or unconstitutional.

SECTION 2. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on _____, and on _____, further reading was waived by the unanimous vote of the Supervisors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 17th day of November 2020, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors



RECORDING REQUESTED
WHEN RECORDED MAIL TO:

County of Sacramento
Office of Planning and Environmental

Review
827 Seventh Street, Room 225
Sacramento, CA 95814

CONTACT PERSON: Tim Hawkins
TELEPHONE: (916) 874-6141

SPACE ABOVE RESERVED FOR RECORDER'S USE

NOTICE OF EXEMPTION

Project Title:
Zoning Code Update for the Cultivation of Industrial Hemp

Control Number:
PLNP2019-00198

Project Location:
Countywide

APN:
Variious

Description of Project:
The project includes an update to the Zoning Code and County Code to allow for the cultivation of industrial hemp in agricultural zones.

Name of public agency approving project:
Sacramento County – ceqa@saccounty.net

Person or agency carrying out project:
Planning and Environmental Review
827 7th Street, Room 225
Sacramento, CA 95814
ATTN: Mark Michelini (916) 874-5648 MicheliniM@saccounty.net

Exempt Status:
GENERAL RULE [Section 15061(b)(3)]

Reasons why project is exempt:
The proposed action will allow for cultivation of an agricultural crop within agricultural zones. It can be seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment and is therefore exempt from the provisions of CEQA.

Tim Hawkins
ENVIRONMENTAL COORDINATOR OF
SACRAMENTO COUNTY, STATE OF CALIFORNIA

Copy To:
County of Sacramento
County Clerk
600 Eighth Street, Room 101
Sacramento, CA 95814

OPR:
State Clearinghouse
1400 Tenth Street
Sacramento, CA 95814

Florence H. Evans,
Planning Secretary




Navdeep S. Gill,
County Executive

County of Sacramento Planning Commission

MEMORANDUM

Date: October 6, 2020

To: Leighann Moffitt, Planning Director
Office of Planning and Environmental Review

From: Alma D. Muñoz, Secretary
County Planning Commission 

**Subject: PLNP2019-00198 Zoning Code Amendments Related To
Industrial Hemp (Item No. 1; September 28, 2020)**

The County Planning Commission, meeting in regular session on September 28, 2020, recommended unanimously (4;0 Commissioner Polley absent) the Board of Supervisors recognize the exempt status of the amendments; adopt the amended Zoning Code language and the addition of the industrial hemp chapter to the County Code.

cc: File
Chris Pahule, Principal Planner
Clerk of the Board



Industrial Hemp

PLNP2019-00198

Office of Planning and Environmental
Review

November 17, 2020

Chrisandra J Flores, Agricultural Commissioner

Overview of Amendments

- Zoning Code - Amends Chapters Three and Seven
- County Code - Chapter 6.87
- Allows cultivation of commercial hemp, seed production, processing, and nursery uses



Industrial Hemp Definition

New Zoning Code Definition:

Has the same meaning as that term defined in Section 81000 of the California Food and Agriculture Code.

California Food and Agriculture Code:

...an agricultural product, whether growing or not, that is limited to types of the plant Cannabis sativa L. and any part of that plant, including the seeds of the plant and all derivatives, extracts, the resin extracted from any part of the plant, cannabinoids, isomers, acids, salts, and salts of isomers, with a delta-9 tetrahydrocannabinol (THC) concentrations of no more than 0.3 percent on a dry weight bases.

Industrial Hemp for Cannabidiol (CBD)

- Cannabidiol (CBD) is a chemical found in the *Cannabis sativa* plant. It is one of over 80 identified cannabinoids found in the plant. As of 2018, preliminary clinical research on CBD includes studies of anxiety, cognition, movement disorders, and pain.
- Hemp is being primarily grown for CBD extraction.

Industrial Hemp Background (Federal Level)

- **2014 Farm Bill** created a framework for the legal cultivation of industrial hemp by institutions of higher education or state departments of agriculture.
- **2018 Farm Bill** Allows for industrial hemp to be grown not just by institutions of higher education but by citizens seeking to enter the industrial hemp industry.
- Under the **2018 Farm Bill**, States must create their own regulatory programs for hemp that must include certain elements.

California State Regulations

- Growers and seed breeders are required to register with the State through the Agricultural Commissioner's office.
- This registration is valid for one year from date of issuance by the commissioner.
- Spells out sampling and testing procedures prior to harvesting, to ensure product is equal to or less than 0.3% THC.
- Sampling and testing must be overseen by the Ag Commissioner's office.
- Requires destruction of crop at specified THC levels.

Zoning Code Chapter Three

- Allow the cultivation of commercial hemp, seed production, processing, and nursery uses.
- Outdoor cultivation is permitted on AG zoned parcels with a minimum size of 40 acres.
- Indoor cultivation is permitted in M-1 and M-2 industrial zones. Odor shall not be detectable from outside the building.
- Established Agricultural Research Institutions are permitted to cultivate industrial hemp with a maximum planting area of one acre.
- Allow processing of industrial hemp in AG and M-1 and M-2 zones. Odor shall not be detectable from outside the building.
- Establishes setback and signage standards that are located and administered by the County Code.

Zoning Code Chapter Seven

- Agriculture Uses & Primary Processing of Agricultural Products definitions have been updated to include industrial hemp
- Staff proposes new definitions for the following uses:
 - Agricultural Research Institution
 - Hemp
 - Industrial Hemp
 - Industrial Hemp Cultivation
 - Nursery (horticulture)
 - Nursery Stock
 - Sensitive Receptor

County Code Chapter 6.87

- Requires license issued from Agricultural Commissioner and registration with the State.
- Bond is required to cover the costs of destroying the crop if the THC level is over 0.3 percent.
- Setback standards that allow the Agricultural Commissioners Office to modify setbacks as needed.
- Signage requirements for industrial hemp cultivation.
- Has provisions for violations and public nuisances associated with industrial hemp.

Advisory Committees and Planning Commission Recommendation

- Natomas CPAC - February 13, 2020
- Rio Linda/Elverta CPAC - February 26, 2020
- Cosumnes CPAC - February 26, 2020
- Southeast CPAC - February 27, 2020
- Delta CMAC – July 23, 2020 & August 12, 2020
- Agricultural Advisory Committee - January 8, 2020 and March 11, 2020
- Planning Commission met on September 28, 2020 and voted (4-0) to recommend approval

Recommendations

1. Recognize the exempt status of these amendments pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA). (Attachment 1)
2. Adopt Ordinance 1 amending the Sacramento County Zoning Code related to industrial hemp.
3. Introduce Ordinance 2 adding Chapter 6.87 to the Sacramento County Code related to industrial hemp and continue to next hearing (December 8, 2020) for adoption.

**SACRAMENTO COUNTY
BOARD OF SUPERVISORS
LEGAL NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the County Board of Supervisors for the purpose of considering the following request, pursuant to provisions of Ordinance No. SZC 83-10, for the following described property.

ASSESSOR'S PARCEL NO(s): Countywide

LOCATION: Countywide

APPLICANT

County of Sacramento
Office of Planning and Environmental Review
827 7th Street, Room 225
Sacramento, CA 95814

Details of Request:

Recognize the exempt status of the amendments pursuant to Section 15061(b)(3) of the California Environmental Quality Act, adopt an ordinance amending the Sacramento County Zoning Code and introduce an ordinance adding Chapter 6.87 to the Sacramento County Code related to industrial hemp and continue to December 8, 2020 for adoption. On May 11, 2020 the Planning Commission recommended approval (5;0 vote).

ENVIRONMENTAL DOCUMENT: EXEMPT

HEARING DATE: November 17, 2020 at 2:30 PM

PUBLIC COMMENT PROCEDURES

In compliance with directives of the County, State, and Centers for Disease Control and Prevention (CDC), this meeting is live stream and closed to public attendance. Meeting procedures are subject to change pursuant to guidelines related to social distancing and minimizing person-to-person contact. Please refer to the meeting agenda posted 72-hours prior to the meeting date for current instructions on how to make a verbal public comment during a live meeting. Electronic comments may be sent to BoardClerk@saccounty.net and will be distributed to members and included in the meeting record.

VIEW MEETING

The meeting is videotaped and cablecast live on Metrocable 14 on the Comcast, Consolidated Communications and AT&T U-Verse Systems. It is closed captioned for hearing impaired viewers and webcast live at <http://metro14live.saccounty.net>. There will be a rebroadcast of this meeting on Friday at 6:00 p.m. This meeting is also broadcast live on KUBU radio on 96.5 FM. A DVD copy is available for checkout through the County Library System seven to ten days following the meeting.

MEETING MATERIALS

The on-line version of the agenda and associated material is available at <http://bospublicmeetings.saccounty.net>. Some documents may not be posted on-line because of size or format (maps, site plans, renderings). Contact the Clerk's Office at (916) 874-5411 to obtain copies of documents.

ACCOMMODATIONS

Requests for accommodations pursuant to the Americans with Disabilities Act (ADA) should be made with the Clerk's Office by telephone at (916) 874-5411 (voice) and CA Relay Services 711 (for the hearing impaired) or BoardClerk@saccounty.net prior to the meeting.

Contact Office of Planning and Environmental at (916) 874-6141 for questions related to the recommendations.

BY THE ORDER OF THE BOARD OF SUPERVISORS, County of Sacramento, State of California, this 6th day of November, 2020.

FLORENCE EVANS, Clerk
Board of Supervisors

THE DAILY RECORDER
~ SINCE 1911 ~

901 H ST STE 312, SACRAMENTO, CA 95814
Telephone (916) 444-2355 / Fax (916) 444-0636

This space for filing stamp only

ALMA MUNOZ
SAC. CO BD OF SUPERVISORS
700 H STREET, STE 2450
SACRAMENTO, CA - 95814

SC #: 3414382

PLNP2019-00198(MM) SACRAMENTO
COUNTY BOARD OF SUPERVISORS
LEGAL NOTICE OF PUBLIC HEARING

should be made with the Clerk of the Board by telephone at (916) 874-5411 (voice) and CA Relay Services 711 (for the hearing impaired) or BoardClerk@sacounty.net prior to the meeting. Contact Office of Planning and Environmental at (916) 874-6141 for questions related to the recommendations. BY THE ORDER OF THE BOARD OF SUPERVISORS, County of Sacramento, State of California, this 6th day of November, 2020.
11/6/20

SC-3414382#

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SACRAMENTO) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
11-17-20 BOS PLNP2019-00198 Industrial Hemp

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the THE DAILY RECORDER, a newspaper published in the English language in the city of SACRAMENTO, county of SACRAMENTO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SACRAMENTO, State of California, under date 05/02/1913, Case No. 10038. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/06/2020

Executed on: 11/06/2020
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature



Email

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the County Board of Supervisors for the purpose of considering the following request, pursuant to provisions of Ordinance No. SZC 83-10, for the following described property, ASSESSOR'S PARCEL NO(s) : Countywide LOCATION: Countywide APPLICANT: County of Sacramento Office of Planning & Environmental Review 827 7th Street, Room 225 Sacramento, CA 95814 Details of Request: Recognize the exempt status of these amendments pursuant to Section 15061(b)(3) of the California Environmental Quality Act, adopt an Ordinance amending the Sacramento County Zoning Code and introduce an Ordinance adding Chapter 6.87 to the Sacramento County Code related to industrial hemp and continue to July 28, 2020 for adoption. On May 11, 2020 the Planning Commission (5:0 vote) recommended approval. ENVIRONMENTAL DOCUMENT : EXEMPT HEARING DATE : July 14, 2020 at 2:30 PM In compliance with directives of the County, State, and Centers for Disease Control and Prevention (CDC), public meetings will be temporarily closed to the public. Meeting procedures are subject to change pursuant to guidelines related to social distancing and minimizing person-to-person contact. Please refer to the meeting agenda for instructions related to making a public comment. Members of the public are encouraged to submit public comments electronically. Public comments may be related to a specific agenda item number or for a matter that is not posted on the agenda, referred to as an "off agenda" item. Public comments will be distributed to members, posted online and filed in the record. How to make an electronic public comment. Email BoardClerk@sacounty.net. Include meeting date and agenda item number. First and last name optional. Online at http://bospublicmeetings.sacounty.net. Click on "Make a comment electronically". How to view a meeting The meeting is videotaped and cablecast live on Metrocable 14 on the Comcast, Consolidated Communications and AT&T U-Verse Systems. It is closed captioned for hearing impaired viewers and webcast live at http://metro14live.sacounty.net. There will be a rebroadcast of this meeting on Friday at 6:00 p.m. This meeting is also broadcast live on KUBJ radio on 96.5 FM. A DVD copy is available for checkout through the County Library System seven to ten days following the meeting. How to access meeting material The on-line version of the agenda and associated material is available at http://bospublicmeetings.sacounty.net. Some documents may not be posted online because of size or format (maps, site plans, renderings). Contact the Clerk's Office at (916) 874-5411 to obtain copies of documents. How to request an accommodations Requests for accommodations pursuant to the Americans with Disabilities Act (ADA)

AGENDA ITEM CONTINUATION MEMO

MEETING DATE: November 17, 2020

DEPARTMENT: Clerk of the Board

TITLE: **PLNP2019-00198. Zoning Code And County Code Amendments Related To Industrial Hemp. Zoning Ordinance Amendment To Chapters 3 And 7 Of The Sacramento County Zoning Code And Addition of Chapter 6.87 To The County Code Relating To Industrial Hemp (Waive Full Reading And Continue To December 8, 2020 For Adoption) Applicant: County Of Sacramento. Countywide; Environmental Determination: Exempt**

BOARD ACTION: Item was discussed and continued to December 8, 2020 for introduction.

MATERIAL FORWARDED

From: [OCE Agenda. Clerk](#)
To: [Board of Supervisors-Members](#)
Cc: [Edwards. Ann](#); [Travis. Lisa](#); [Evans. Florence](#); [Hartwig. Steven](#); [Moffitt. Leighann](#); [Munoz. Alma](#); [Bishop. Amanda](#); [OCE Agenda. Clerk](#)
Subject: FW: Zoning Code And County Code Amendments Related to Industrial Hemp - Request to Move
Date: Wednesday, December 2, 2020 1:48:31 PM
Attachments: [image002.png](#)

Good afternoon,

Please see the email below from the Director of Planning and Environmental Review requesting to move the *Zoning Code and County Code Amendments Related to Industrial Hemp*, to December 15, 2020.

Thanks,

Stephanie Shanks


From: Moffitt. Leighann <moffittl@saccounty.net>
Sent: Monday, November 23, 2020 4:59 PM
To: Shanks. Stephanie <shankss@saccounty.net>
Cc: Lettini. Kim <LettiniK@saccounty.net>; Hartwig. Steven <HartwigS@saccounty.net>; Evans. Florence <Evansf@saccounty.net>; Powells-Mays. June <maysj@saccounty.net>; Flores. Chris <FloresCJ@saccounty.net>; Micheline. Mark <michelinim@saccounty.net>; Hartman. Wendy <hartmanw@saccounty.net>
Subject: RE: Hemp Item

Staff requests that the County Code and County Zoning Code item related to Hemp (Agenda Item No. 49 on November 17, 2020) that was continued to the consent agenda on December 8, 2020, be further continued to December 15, 2020. Due to other competing work matters and the Thanksgiving holidays, staff require the additional week to complete the materials for distribution.

Thank you,

Leighann Moffitt, AICP, Planning Director

Office of Planning and Environmental Review
827 7th Street, Room 225, Sacramento, CA 95814 | (916) 874-5584 (direct)
For zoning inquiries, e-mail: SacPlan@saccounty.net
www.planning.saccounty.net



The Office of Planning & Environmental Review (PER) continues to provide essential services although our physical offices are closed until further notice during the COVID-19 state of emergency. Many staff are working remotely and we are modifying our business practices during this period. Please see our website at

www.planning.saccounty.net for the most current information on how to obtain services. Please note our practices are pursuant to Federal, State, and County emergency declarations including County Resolution 2020-0159 and 2020-0160.

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

Steven L. Hartwig, Deputy County Executive,
Public Works and Infrastructure
Interim Deputy County Executive,
Municipal Services Agency

From: Liz Bellas, Director, Regional Parks

Subject: Authority To Enter Into A Memorandum Of Understanding
With The City Of Rancho Cordova For The American River
Ranch Parking Lot And Road Projects In An Amount Not To
Exceed \$866,231

District(s): Nottoli

RECOMMENDED ACTIONS

Approve the attached Resolution authorizing the Director of Regional Parks to enter into a Memorandum of Understanding (MOU) with the City of Rancho Cordova (City) for the American River Ranch Parking Lot and Road Projects in an amount not to exceed \$866,231 for the term beginning upon execution and ending December 31, 2022.

BACKGROUND

The American River Ranch is located on the American River Parkway, operated by Soil Born Farms under a lease agreement with the County. American River Ranch is an organic farm operation, which includes an interpretive center, farm stand, outdoor classroom, and native plant nursery. The farm grows organic vegetables and fruit serving 80 community-supported agriculture members, stores, restaurants, and farm stands. Soil Born Farms programs focus on promoting health and providing experiential learning opportunities for youth and adults, producing healthy food, improving access to healthy food for all, and modeling land and environmental stewardship. They also maintain partnerships with three area high schools and their Future Farmers of America programs. Soil Born Farms hosts regular interpretive, educational, and recreational activities including:

Authorize The Director Of Regional Parks To Enter Into A Memorandum Of Understanding With The City Of Rancho Cordova For The American River Ranch Parking Lot And Road Projects In An Amount Not To Exceed \$866,231
Page 2

daily student field trips, summer camps for youth, teacher trainings; community events; classes on environmental stewardship, horticulture, healthy eating for adults; restoration including Cordova Creek as a living laboratory; and agricultural training for beginning farmers. California Native Plant Society, Sacramento Valley Chapter operates the Elderberry Farms Native Plant Nursery and Demonstration Garden, an all-volunteer native plant nursery, at the Ranch.

The Wildlife Conservation Board, through the Lower American River Conservancy Program, granted funding to the County to complete parking lot improvements to the American River Ranch, in an amount totaling \$866,231. Additionally, the City has identified additional funding for an entry and road improvement project for American River Ranch through the Community Enhancement Fund. Both of these projects will provide improved access to American River Ranch and better ADA access. The projects are consistent with the American River Ranch Master Plan, which was approved by the Board on September 9, 2014, via Resolution 2014-0614.

Regional Parks and the City recognize that coordination of these projects will be the most efficient means of completion. The attached MOU outlines the City's responsibility for management of the combined projects, with the County reimbursing the project costs for the parking lot from the Wildlife Conservation Board grant funds, in an amount not to exceed \$866,231. This project was included in the Fiscal Year 2020-21 Capital Improvement Plan (Project #P000484)

The Rancho Cordova City Council approved a resolution authorizing the MOU at the October 19, 2020 meeting.

County Counsel and Risk Management have reviewed and approved the proposed MOU.

FINANCIAL ANALYSIS

There is no financial impact to the County. All project costs are funded from the Wildlife Conservation Board grant funds, and is included in the Fiscal Year 2020-21 Adopted Budget.

Attachment(s):

RES - Resolution

ATT 1 - Memorandum of Understanding

Resolution No: _____

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SACRAMENTO
AUTHORIZING THE DIRECTOR TO EXECUTE A MEMORANDUM OF
UNDERSTANDING WITH THE CITY OF RANCHO CORDOVA FOR THE
AMERICAN RIVER RANCH PARKING LOT AND ROAD PROJECTS IN AN
AMOUNT NOT TO EXCEED \$866,231**

WHEREAS, The County of Sacramento and the City of Rancho Cordova desire to enter into a Memorandum of Understanding for the purpose of coordinating the American River Ranch Parking Lot and Road Projects; and

WHEREAS, funding for the parking lot portion of these projects will be from the Wildlife Conservation Board grants previously awarded to the County of Sacramento, and the Memorandum of Understanding allows the County to reimburse the City for the costs of the parking lot project in an amount not to exceed the grant funding.

BE IT RESOLVED that the County of Sacramento Board of Supervisors hereby approves the Memorandum of Understanding between the County and the City of Rancho Cordova.

BE IT FURTHER RESOLVED that the Director of the Department of Regional Parks, or her designee, be and is hereby authorized to execute the Memorandum of Understanding with the City of Rancho Cordova on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, to conduct any other related business as needed, to sign other ancillary documents as required, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing resolution was passed and

Authorize The Director Of Regional Parks To Enter Into A Memorandum Of Understanding With The City Of Rancho Cordova For The American River Ranch Parking Lot And Road Projects In An Amount Not To Exceed \$866,231
Page 2

adopted by the Board of Supervisors of the County of Sacramento, State of California, this ___ day of _____, 2020, with the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**AGREEMENT REGARDING THE ALLOCATION AND EXPENDITURE OF FUNDS
BETWEEN CITY OF RANCHO CORDOVA AND
THE COUNTY OF SACRAMENTO FOR THE
AMERICAN RIVER RANCH PARKING LOT AND ROAD PROJECT(S)**

THIS AGREEMENT is made and entered into this ___ day of _____, _____, by and between the COUNTY of Sacramento, a political subdivision of the State of California (“COUNTY”) and the CITY of Rancho Cordova, a California municipal corporation (“CITY”), for funding the American River Ranch parking lot and road project(s).

RECITALS

WHEREAS, the COUNTY has received funding from the Wildlife Conservation Board for the American River Ranch parking lot project; and

WHEREAS, the CITY has identified additional funding for the American River Ranch entry and road project, adjacent to the parking lot project; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the COUNTY and the CITY to coordinate for the completion of the American River Ranch parking lot and entry and road projects (collectively “Projects”).

NOW, THEREFORE, in consideration of the mutual promises set forth, COUNTY and CITY agree as follows:

I. SCOPE OF SERVICES

COUNTY and CITY shall perform the project responsibilities detailed in EXHIBIT “A”, which is attached hereto and incorporated herein.

II. FUNDING

COUNTY shall reimburse the CITY up to \$866,231, representing the portion of the COUNTY project costs associated with the American River Ranch Parking Lot – Phase I and II Grants from the State Wildlife Conservation Board.

COUNTY shall make no additional payment(s) to CITY for any additional services unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with Section IX.

III. TERM

This agreement shall be effective and commence as of the date first written above and shall remain in effect until December 31, 2022, unless the COUNTY or CITY takes action to terminate it sooner as provided herein.

IV. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

Director
Sacramento COUNTY
Department of Regional Parks
10361 Rockingham Drive Suite 100
Sacramento, CA 95827

TO CITY:

City Manager
CITY of Rancho Cordova
2729 Prospect Park Dr,
Rancho Cordova, CA 95670

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

V. COMPLIANCE WITH LAWS

Both parties shall observe and comply with all applicable Federal, State, and COUNTY laws, regulations and ordinances.

VI. PERFORMANCE STANDARDS

CITY shall ensure that the services identified in Exhibit A are performed as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. COUNTY representatives shall, with reasonable notice, have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

VII. INDEMNIFICATION

CITY, by acceptance of the COUNTY funds, agrees to defend with counsel reasonably acceptable and approved by COUNTY, indemnify and hold the COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers (each an "Indemnified Party," and collectively "Indemnified Parties"), harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury,

death, or damage to persons or property which is suffered or sustained by the Indemnified Parties, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the Project or the use and/or expenditure of the COUNTY funds, but only in proportion to and to the extent that such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the CITY, its officials, officers, directors, officials, employees, authorized agents, invitees, or contractors, with respect to the use and/or expenditure of the COUNTY Funds. The COUNTY understands that the CITY may cause such indemnity and defense of COUNTY to be performed by the CITY's Contractor with counsel reasonably acceptable and approved by the COUNTY. The duties and obligations defined in this Section 12 shall survive the termination of this Agreement.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The duties and obligations defined in this Section VIII shall survive the termination of this Agreement.

VIII. AMENDMENTS

Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

IX. SUCCESSORS AND ASSIGNS

This Agreement shall bind the successors and assigns of the COUNTY and the CITY in the same manner as if they were expressly named.

X. INTERPRETATION AND ENFORCEMENT

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in Sacramento County, California.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof.

XII. AGREEMENT CONSTRUCTION

Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in constraining or interpreting this Agreement. All exhibits referred to in the Agreement are attached and incorporated by this reference.

XIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XIV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms and conditions set forth herein. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XV. TIME IS OF THE ESSENCE

Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

XVI. FORCE MAJEURE

Neither CITY nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XVII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CITY shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XVIII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XIX. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XX. INSURANCE

CITY shall require the CITY's contractor to carry insurance for general liability, workers compensation, property, and automobile liability adequate to cover potential liabilities of the CITY's contractor throughout the period of construction of the Project and the term of occupancy of the Project site. CITY agrees to provide the COUNTY thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages required under this Agreement. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of this Agreement.

Minimum Limits of Insurance

CITY's contractor shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage. If Contractor will utilize any heavy, extra-heavy, or tractor trailer vehicles in performance of the work or services, then a minimum of Two Million Dollars (\$2,000,000) each accident shall be required regardless of the number or mix of vehicles.

Workers' Compensation: Statutory.

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ADDITIONAL INSURED STATUS: CITY shall require the CITY's contractor, their contractors, consultants and subcontractors (each a "Named Insured Party", and collectively "Named Insured Parties"), at any tier, to add the COUNTY, its governing Board, officers, directors, employees, authorized agents, and volunteers, (each an "Additional Insured Party," and collectively "Additional Insured Parties"), as additional insured as respects: liability arising out of activities performed by or on behalf of; products and completed operations of Named Insured Parties; premises owned, occupied or used by the Named Insured Parties in the performance of the work; or automobiles owned, leased, hired or borrowed by the Named Insured Parties. The coverage shall contain no endorsed limitations on the scope of protection afforded the Additional Insured Parties. Applicable to General Liability and Auto Liability Policies.

2. PRIMARY INSURANCE: For any claims related to this agreement, the Named Insured Parties' insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of the Named Insured Parties' insurance and shall not contribute with it. Applicable to General Liability and Auto Liability Policies.

3. SEVERABILITY OF INTEREST: Named Insured's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. FAILURE TO COMPLY: Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insured Parties.

5. WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Additional Insured Parties which might arise by reason of payment under such policy in connection with performance under this Agreement by the Named Insured Parties.

6. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The COUNTY Risk Manager may waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.

SUBCONTRACTORS: CITY shall require all contractors and subcontractors to maintain adequate insurance. Subcontractors shall name the Additional Insured Parties as additional insured on their Liability policies. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

XXI. COMPENSATION AND PAYMENT OF INVOICES

CITY shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices or billings must be submitted in duplicate. COUNTY shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days of approval, all approved invoices, and billings. COUNTY will submit CITY invoices to the State Wildlife Conservation Board for reimbursement under the grants awarded to COUNTY. COUNTY reserves the right to withhold payment of disputed specific items and shall give notice to the CITY, pursuant to Paragraph VI herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts

XXII. ASSIGNMENT

This Agreement is not assignable by CITY in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon CITY or the COUNTY unless

agreed in writing by DIRECTOR, City Manager, and counsel for COUNTY and CITY.

XXIV. DIRECTOR AND MANAGER

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Regional Parks, or their designee. "MANAGER" shall mean the City Manager of CITY, or their designee.

XXV. SUCCESSORS AND WAIVERS

This Agreement shall bind the successors of CITY and COUNTY in the same manner as if they were expressly named. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder.

XXVII. INTERPRETATION

Interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

XXVIII. FINANCIAL RECORDS

CITY shall retain all financial records, including, but not limited to, time sheets, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement, or until audited. COUNTY or any duly authorized representative of COUNTY shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
- B. COUNTY may terminate this Agreement for cause upon giving ten (10) days written notice to CITY should CITY materially fail to perform this Agreement in the time and/or manner specified. Before such termination takes effect, however, CITY shall have ten (10) days to cure the failure to perform. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CITY and it is later determined that CITY was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CITY, if advised that funds are not available from external sources for this Agreement or for any portion hereof, or if funds in

COUNTY'S yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof.

D. Upon the effective date of such termination:

1. CITY shall immediately cease rendering services pursuant to this Agreement.
2. COUNTY shall pay CITY for work performed until the effective date of termination, subject to the limitations prescribed by Paragraphs II and X of this Agreement.

XXX. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXI. PARTIES TO AGREEMENT

COUNTY and CITY are the only parties to this Agreement. The member entities making up CITY are not parties and are not liable for any CITY obligation set forth herein.

XXXII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California

CITY OF RANCHO CORDOVA, a political subdivision of the State of California

By _____
LIZ BELLAS, Director
Department of Regional Parks
County of Sacramento

By _____
CYRUS ABHAR, City Manager
City of Rancho Cordova

Date: _____

Date: _____

APPROVED AS TO FORM:

By _____
Deputy County Counsel

Date: _____

ATTEST:

By _____
STACY LEITNER, CMC, City Clerk

Date: _____

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Date: _____

EXHIBIT A
AGREEMENT REGARDING THE ALLOCATION AND EXPENDITURE OF FUNDS
BETWEEN
CITY OF RANCHO CORDOVA
AND
THE COUNTY OF SACRAMENTO FOR THE AMERICAN RIVER RANCH
PARKING LOT AND ROAD PROJECT(S)

PROJECT RESPONSIBILITIES

“Project(s)” is defined as the combination of:

- COUNTY’s American River Ranch Parking Lot – Phase I and II Project

CITY’s Entry and Road Project Wildlife Conservation Board Grant Funds WC-1904CA and WC-1960AD are providing funds for the COUNTY’s American River Ranch Parking Lot – Phase I and II Project. It is understood by CITY and COUNTY that there will be work unrelated to the work identified in the Wildlife Conservation Board’s grants that will be included in the construction contract. The costs associated with this unrelated work will be tracked and accounted for separately by CITY.

The scope of work and funding described in this Exhibit A pertains to efforts required for the completion of the American River Ranch Parking Lot – Phase I and II Project.

A. Plans, Specifications, and Estimates (PS&E), Outreach, and Permits Phase

CITY will be the lead for the design phase, which includes preparation of plans, specifications, and estimates (PS&E), public outreach, and securing necessary permits.

CITY will hire a consultant (Mark Thomas and Company) to prepare the PS&E. The design costs associated with the American River Ranch Parking Lot – Phase I and II Project are based on Mark Thomas’ proposal dated September 21, 2020, a copy of which is attached to this Agreement as Exhibit A, Attachment 1.

A total of \$132,195 is programmed for the Plans, Specifications, and Estimates (PS&E), Outreach, and Permits Phase for the American River Ranch Parking Lot – Phase I and II Project. Funding for this phase is as follows:

• Wildlife Conservation Board Grant Fund WC1904CA	\$50,000
• Wildlife Conservation Board Grant Fund WC1960AD	\$45,000
• Local Match Funds	\$37,195
○ Soil Born In-Kind	\$1,000
○ Measure H/Community Enhancement Fund	\$36,195
TOTAL	\$132,195

CITY will submit invoices to COUNTY for up to \$95,000 for this phase. The \$95,000 is the portion of the Wildlife Conservation Board Grant Funds WC-1904CA and WC-1960AD allocated for this phase.

B. Construction Phase (CON)

CITY will be the lead for the construction phase. CITY will advertise, bid and award the construction contract. CITY will coordinate and review the bids received with COUNTY prior to awarding the construction contract.

A total of \$742,461 is programmed for the construction phase for the American River Ranch Parking Lot – Phase I and II Project. Funding for this phase is as follows:

• Wildlife Conservation Board Grant Fund WC1904CA	\$409,230
• Wildlife Conservation Board Grant Fund WC1960AD	\$283,231
• Local Match Funds	\$50,000
○ Soil Born In-Kind	\$15,000
○ Measure H/Community Enhancement Fund	\$35,000
TOTAL	\$742,461

CITY will submit invoices to COUNTY for up to \$692,461 for this phase. The \$692,461 is the portion of the Wildlife Conservation Board Grant Funds WC-1904CA and WC-1960AD allocated for this phase.

C. Project Management

CITY will be the lead for the overall management of the Projects - from preliminary design through construction.

The CITY Project Manager will devote sufficient staff time to manage and complete the Projects. Project management services will include:

1. All roles and responsibilities normally held by a government agency project manager engaged in delivering significant public works transportation projects.
2. Responsibility for oversight and inspection as well as timely delivery of the project per the project schedule.
3. Preparation and execution of necessary procurement documents – RFP and RFQ, as appropriate.
4. Overseeing consultants in role as project manager during PS&E Phase
5. Coordinating the procurement of permits
6. Overseeing the advertisement and bidding of the Projects
7. Development and management of the project schedule
8. Tracking all project expenses

A total of \$28,000 is programmed for Project Management for the American River Ranch Parking Lot – Phase I and II Project. Funding for this phase is as follows:

• Wildlife Conservation Board Grant Fund WC1904CA	\$0
• Wildlife Conservation Board Grant Fund WC1960AD	\$5,000
• Local Match Funds	\$23,000
○ Soil Born In-Kind	\$6,000
○ Measure H/Community Enhancement Fund	\$17,000
	TOTAL
	\$28,000

CITY will submit invoices to COUNTY for up to \$5,000 for this phase. The \$5,000 is the portion of the Wildlife Conservation Board Grant Funds WC-1904CA and WC-1960AD allocated for this phase.

CITY will advertise, bid and award the construction contract. CITY will perform the construction management.

D. Construction Management, Inspections, and Project Closure

CITY will be the lead for construction management, inspections, and project closure.

Construction management shall include the following duties:

- Oversee Contractor's work
- Coordinate project inspection
- Assess the acceptability of the Contractor's work
- Coordinate materials testing
- Labor compliance
- Review, coordinate with designer, and respond to RFIs
- Review, negotiate, and prepare contract change orders
- Prepare Notice of Acceptance

A total of \$120,732 is programmed for construction management, inspections, and project closure for the American River Ranch Parking Lot – Phase I and II Project. Funding for this phase is as follows:

• Wildlife Conservation Board Grant Fund WC1904CA	\$39,770
• Wildlife Conservation Board Grant Fund WC1960AD	\$34,000
• Local Match Funds	\$46,962
○ Soil Born In-Kind	\$10,000
○ COUNTY In-Kind	\$10,000
○ Measure H/Community Enhancement Fund	\$26,962
	TOTAL
	\$120,732

The \$10,000 COUNTY In-Kind contribution is for project management, inspections, and grant reporting and close out tasks.

CITY will submit invoices to COUNTY for up to \$73,770 for this phase. The \$73,770 is the portion of the Wildlife Conservation Board Grant Funds WC-1904CA and WC-1960AD allocated for this phase.

CITY will seek concurrence from COUNTY for all change orders related to the American River Ranch Parking Lot – Phase I and II Project.

E. Funding Summary

Funding for the Projects is summarized as follows:

Project Task	WCB Grant WC-1904CA	WCB Grant WC-1960AD	Local Match Funds			Project Totals
			Soil Born In-Kind	County In-Kind	Measure H/CEF	
Project Management	-	\$5,000	\$6,000	-	\$17,000	\$28,000
PS&E, Outreach, and Permits	\$50,000	\$45,000	\$1,000	-	\$36,195	\$132,195
Construction	\$409,230	\$283,231	\$15,000	-	\$35,000	\$742,461
Inspections & Project Closure	\$39,770	\$34,000	\$10,000	\$10,000	\$26,962	\$120,732
TOTAL	\$499,000	\$367,231	\$32,000	\$10,000	\$115,157	\$1,023,388

CITY will be utilizing Consultants for some of the phases listed above. CITY will bill the COUNTY based on the invoices received from CITY's Consultants and the following standard rates for CITY Staff.

- Technician \$50/hour
- Project Coordination and Oversight \$70/hour
- Director \$125/hour
- Manager \$195/hour

If costs for the different phases exceed the allocated amount, CITY and COUNTY shall agree on a re-allocation of funds from another phase, provided there are sufficient funds in the source phase. Should the total expenses exceed the available budget, CITY will utilize its local funds for the additional funds required.

F. Special Provisions

The following Special Provisions shall apply to this AGREEMENT:

1. Tree removal mitigation will adhere to County Standards.

2. Approval of this MOU provides permission to construct the project on COUNTY land and no additional COUNTY permits will be required.
3. CITY and COUNTY agree to abide by the requirements contained in WC-1904CA and WC-1960AD, incorporated into this Agreement as Exhibit A, Attachment 2.
4. CITY and COUNTY agree to communicate information in a timely format and provide direction as needed to not impact the project schedule.

**EXHIBIT A
ATTACHMENT 1
to
AGREEMENT REGARDING THE ALLOCATION AND EXPENDITURE OF FUNDS
BETWEEN
CITY OF RANCHO CORDOVA
AND
THE COUNTY OF SACRAMENTO FOR THE AMERICAN RIVER RANCH
PARKING LOT AND ROAD PROJECT(S)**

- [Mark Thomas and Company Proposal](#)

Figure 1 – Soil Born Farms Parking Lot and Driveway Improvements





SCOPE OF WORK

SCOPE A – SOIL BORN FARMS PARKING LOT IMPROVEMENTS

TASK 1. PROJECT MANAGEMENT COORDINATION AND DOCUMENTATION

Task 1.1. Project Management

This task includes management of the scope items listed below. The Mark Thomas Project Manager will prepare progress reports outlining the tasks completed, tasks upcoming, and an overview of the project schedule will be prepared and submitted monthly. As part of this task, Mark Thomas will confirm Phase 1 and 2 intent based on the grant agreements from the Wildlife Conservation Board. Mark Thomas will begin this work by preparing a draft estimate based on the 100% drawings to extract costs associated with the relevant programming of the site, as identified above. For accounting purposes, each phase of Scope A will be billed using their pro rata share of the grant funding.

Task 1.2. Meetings

Mark Thomas will facilitate and attend internal team meetings with City, SB Farms, and subconsultants. (3 total). Due to the impact of COVID 19, these meetings are assumed to be web-based. Agendas and minutes will be provided for each meeting.

Task 1 Deliverables

- Agendas and Minutes for Three (3) Meetings

TASK 2. PUBLIC AND STAKEHOLDER OUTREACH (OPTIONAL TASK)

Task 2.1. Outreach Materials and Exhibits

Mark Thomas will produce "Plan View" renderings of the project to present to the public, city council, and various stakeholders. This scope assumes two (2) exhibits will be prepared.

Task 2.2. City Council Presentations

Mark Thomas will prepare presentations and present at up to two (2) City council meetings.

Task 2.3. Stakeholder Meetings

Participate in up to four (4) meetings with project stakeholders. Mark Thomas will prepare meeting agendas and minutes. The anticipated meetings include:

- County Parks – 2 Meetings
- CRPD – 1 Meeting
- Cordova Community Council – 1 Meeting

Task 2 Deliverables

- Outreach Exhibits (2) (PDF)
- Council Meeting PowerPoint Presentation (1)
- Attendance at two (2) City Council Meetings
- Attendance, Agendas, and Minutes for up to four (4) Stakeholder Meetings



TASK 3. PLANS, SPECIFICATIONS AND ESTIMATE

Task 3.1. SMUD Coordination

Task 3.1.1. Electrical Service Application

Mark Thomas will prepare the SMUD electrical service application on behalf of Soil Born Farms. Soil Born Farms will finalize, sign, and submit to SMUD along with the required service fees. Mark Thomas will attend one (1) meeting in the field with SMUD representatives.

Y&C will provide technical data such as voltage and electrical loading to Mark Thomas for electrical service application.

Task 3.1.2. SMUD Facility Relocation

Mark Thomas will coordinate with SMUD representatives to relocate the existing guy wire located in the southwest corner of the parking lot. This will include preparation of a utility conflict map and request for SMUD to relocate their facilities ("B" Letter). With SMUD's relocation design complete, Mark Thomas will show the relocation on plans and provide a date for the facilities to be relocated ("C" Letter). This scope assumes no construction staking will be required to support SMUD.

Task 3.2. 100% PS&E

Based on the scope of work outlined in the Wildlife Conservation Corps Agreement, Mark Thomas will prepare PS&E for Phase 1 and 2. This will include archiving the previous 100% plans prepared, editing the base plan to illustrate the project area, and revising the plans for the intended programming of the site. Specifications will be provided as a complete draft of all relevant sections. Specifications will be merged with the contract boilerplate provided by the City. Estimate will encompass all items identified on the plans at this level. This task will include an internal QA/QC review prior to submittal to the County.

The Phase 1 and 2 plan set will include the following sheets:

- o title sheet and general notes (2 sheets)
- o construction staging plans illustrating grant funding scope in each phase (2 sheets)
- o project control (1 sheets)
- o demolition plan (1 sheets)
- o layout plan and construction details (2 sheets)
- o irrigation plan and details (2 sheets)
- o planting plan and details (2 sheets)
- o electrical plan (to show conduit locations, SMUD relocations, and future connections) (2 sheets)

Mark Thomas will prepare a Risk Level Analysis using the State Water Board's risk analysis tool. The results of the risk analysis will be included in the contract specifications. This scope assumes the project will be Risk Level 1 and no SWPPP will be required. The contract will include language directing the contractor to obtain the WDID number from the State Board.

Y&C will update parking lot lighting plan, specifications, and cost estimate (PS&E) for SB Farms to current City of Rancho Cordova Standards and submit updated 100% PS&E to the City of Rancho Cordova for review.



Task 3.3. FINAL PS&E PREPARATION

PS&E will be finalized with comments incorporated, supporting notes and necessary coordination. Mark Thomas and Y&C will prepare final plans, specifications, bid schedule, and estimate (stamped and signed) for bidding and construction.

Task 3 Deliverables

- Utility "B" Letter (PDF)
- Utility "C" Letter (PDF)
- SMUD Electrical Service Application (1)
- 100% and Final Plans (Full Size 34x22 PDF)
- 100% and Final Engineer's Estimate (PDF)
- 100% and Final Specifications (PDF and MS Word)

TASK 4. CEQA SUPPORT

Task 4.1. CEQA Memorandum to File

LSA will prepare a CEQA Memorandum to File documenting how the recent design refinements are consistent with the project evaluated in the August 2017 Initial Study/Mitigated Negative Declaration. The CEQA Memorandum will also address the applicability of resource topics that have been added to the CEQA Checklist since the 2017 IS/MND (e.g., Energy, Wildfire).

Task 4 Deliverables

- CEQA Amendment to File (PDF)

TASK 5. DESIGN SUPPORT DURING CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES

Task 5.1. Bidding Support

During the bidding phase, Mark Thomas will assist the County by providing the following services:

- o Coordinate and provide consultation to the County
- o Assist with pre-bid questions, clarifications, and necessary addenda
- o Attend a single pre-bid meeting

Task 5.2. Design Support During Construction

Mark Thomas will provide design support through the construction period to develop a conform set of plans for construction that reflect constructability review comments, addenda and RFI's from the bidding period, in addition to rectifying questions that cannot be answered by the construction management team.

Task 5.3. Construction Management Services

Task 5.3.1. Construction Management and Inspection Services

Mark Thomas will provide construction management and inspection services for SB Farms parking lot. This effort will include the following tasks.

Pre-Construction Services

Mark Thomas will monitor the award of the construction project, organize and run the pre-construction meeting, and begin building the project files pursuant to the Caltrans Construction Manual. After the Notice to



Proceed, Mark Thomas will begin reviewing and distributing the project submittals for approval and use on the project.

Intermittent Inspection Services

Mark Thomas will provide intermittent construction inspection services to ensure the Contractor is constructing the project in conformance with the plans and specifications. Coordination with the City and other agencies will also be performed. Project documents will be generated and filed for use in post-work audits and application for funds reimbursement. Materials testing will be coordinated through a subconsultant. All work will be performed per Chapter 16 of the LAPM. Tasks include diaries, photos, WSWD, materials testing, quantity calculations, monthly progress pay estimates, managing RFI's, managing CCO's, EEO review, and safety review.

Close Out

Mark Thomas will provide a punch list to the contractor for completion of the work in the field, a Final Pay Estimate will be run, and as-builts will be completed per Chapter 16 of the LAPM. The Final Reports of Expenditures for the project will be compiled per Chapter 17 of the LAPM.

Task 5.3.2. Construction Materials Testing Services

Mark Thomas' subconsultant will provide a certified materials tester to perform soils and materials sampling and testing services. The subconsultant will refer to the Caltrans Quality Assurance Program for testing sampling and testing guidelines. For all HMA and RHMA-G construction, the QAVQC construction process will be followed per Section 39 of the 2015 State Standard Specifications.

The subconsultant shall have an Independent Quality Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order.

All test results shall be reported to the project in the shortest time that the specific test will realistically allow.

Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The certified payroll records will be submitted as work is performed.

If any test or inspection fails, retests or re-inspections will be required. Retests and re-inspections will be billed at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the Contractor, as allowed by the project contract special provisions.

The subconsultant, through Mark Thomas shall submit to the City all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted immediately.

Task 5.4. Construction Staking

Using conventional survey total station instruments, differential levels and global positioning system, Mark Thomas will verify project control points have not been disturbed since design was completed, and establish additional control points necessary for the survey layout.

One set of construction stakes shall be provided for the work as outlined in Chapter 12, "Construction Surveys" of the most current version of the Caltrans, "Surveys Manual".



Stakes will be set for the following items as shown on the plan set:

- Finish Grade Stakes – This includes one set of “finish grade” stakes referencing Edge of Pavement, at angle points, high & low points, and at conform areas.
- Planters- Stakes will be set to reference approximately 8 planters at angle points, BC & ECs and will show cut/fill to curb.
- Deer Fence- stakes will be set to reference angle points and at 50-foot intervals.

This task is estimated to be completed in two (2) mobilizations. Each mobilization is defined as one continuous workday of 8 hours.

Any request outside allocated 2 days will be considered “extra” work. Should additional work outside of this scope be requested, Mark Thomas services will stop, and the project team will be notified. Work will continue when agreement has been reached on a path forward and additional budget for “extra” construction staking services has been secured.

Task 5.5. As-Built Drawings

Based on red-lines provided by the contractor, Mark Thomas will prepare Record Drawings (As-Builts) for the City and Soil Born Farms Records. Drawings will be provided in PDF format.

Task 5 Deliverables

- Pre-Construction Meeting
- RFI Responses (PDF)
- Set Up Project Files Per Caltrans Construction Manual
- Submittal Review
- Construction Inspection Per Chapter 16 Of The LAPM
- Office Engineering Tasks Per Chapter 16 Of The LAPM
- Materials Testing Per QAP And Caltrans Construction Manual
- Punchlist, Final Pay Estimate, And As-Builts Per Chapter 16 Of The LAPM
- Final Report of Expenditures Per Chapter 17 Of The LAPM
- As-Built/Record Drawings (Full Size 34x22 PDF)



SCOPE B – SOIL BORN FARMS DRIVEWAY IMPROVEMENTS

TASK 1. PROJECT MANAGEMENT COORDINATION AND DOCUMENTATION

Task 1.1. Project Management

This task includes management of the scope items listed below. The Mark Thomas Project Manager will prepare progress reports outlining the tasks completed, tasks upcoming, and an overview of the project schedule will be prepared and submitted monthly.

Task 1.2. Meetings

Mark Thomas will facilitate and attend internal team meetings with City, SB Farms, and subconsultants. (2 total). Due to the impact of COVID 19, these meetings are assumed to be web-based. Agendas and minutes will be provided for each meeting.

Task 1 Deliverables

- Agendas and Minutes for Two (2) Meetings

TASK 2. TOPOGRAPHIC SURVEY AND BASE MAPPING

Task 2.1. Supplemental Topographic Base Mapping

Mark Thomas has included an allowance of two (2) days of supplemental field surveys to capture additional areas needed for design or potential changes in conditions. If during the design phase it is determined the field surveys are not required, this task will not be used.

Task 2 Deliverables

- Civil 3D points incorporated into existing base mapping

TASK 3. PLANS, SPECIFICATIONS AND ESTIMATE

Task 3.1. 100% PS&E

Based on the scope of work outlined in the Measure H application, Mark Thomas will prepare PS&E for driveway improvements. Specifications will be provided as a complete draft of all relevant sections. Specifications will be merged with the contract boilerplate provided by the City. Estimate will encompass all items identified on the plans at this level. This task will include an internal QA/QC review prior to submittal to the City.

The driveway improvement plan set will include the following sheets:

- title sheet and general notes (2 sheets)
- project control (1 sheets)
- demolition and tree removal plan (1 sheets)
- layout plan and construction details (2 sheets)
- irrigation plan and details (2 sheets)
- planting plan and details (2 sheets)



Task 3.2. FINAL PS&E

PS&E will be finalized with comments incorporated, supporting notes and necessary coordination. Mark Thomas will prepare final plans, specifications, bid schedule, and estimate (stamped and signed) for bidding and construction.

Task 3 Deliverables

- 100% and Final Plans (Full Size 34x22 PDF)
- 100% and Final Engineer's Estimate (PDF)
- 100% and Final Specifications (PDF and MS Word)

TASK 4. PERMITTING

Task 4.1. Tree Mitigation

Prior to submittal of Final PS&E, Mark Thomas will prepare a draft mitigation tree plan to show a final number of inches removed, conceptual location of replacement trees, and narrative documentation of how trees will be maintained and monitored during establishment for approval by the County's Park Director. We will make minor modifications to this plan based on the Director's review and comment and a final mitigation tree plan will be prepared to satisfy tree mitigation requirements as necessary for Sacramento County Planning Department/Development Review. An arborist report has been prepared and recommends removal and replacement of 94.5 inches of trunk diameter. At this time, all mitigation plantings are intended to be placed entirely on the Soil Born farm site and required plans, details, specifications and documentation for construction and plant establishment will be accomplished by others. Tree removal permits will be obtained by the contractor. It is assumed that as all tree removals and replacements are to occur on County Park property mitigation measures required by the County will be enforced. Any bonding or securities required for tree removal and/or mitigation are the sole responsibility of Soil Born Farms.

Task 4 Deliverables

- Draft and Final Mitigation Tree Plan (Full Size 34x22 PDF)

TASK 5. DESIGN SUPPORT DURING CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES

Task 5.1. Bidding Support

During the bidding phase, Mark Thomas will assist the City and SB Farms by providing the following services:

- Assist with pre-bid questions, clarifications, and necessary addenda
- Attend a single pre-bid meeting

Task 5.2. Design Support During Construction

Mark Thomas will provide design support through the construction period to develop a conform set of plans for construction that reflect constructability review comments, addenda and RFI's from the bidding period, in addition to rectifying questions that cannot be answered by the construction management team.

Task 5.3. Construction Management Services

Task 5.3.1. Construction Management and Inspection Services

Mark Thomas will provide construction management and inspection services for SB Farms parking lot. This effort will include the following tasks.



Pre-Construction Services

Mark Thomas will monitor the award of the construction project, organize and run the pre-construction meeting, and begin building the project files pursuant to the Caltrans Construction Manual. After the Notice to Proceed, Mark Thomas will begin reviewing and distributing the project submittals for approval and use on the project.

Inspection Services

Mark Thomas will provide construction inspection services to ensure the Contractor is constructing the project in conformance with the plans and specifications. Coordination with the City and other agencies will also be performed. Project documents will be generated and filed for use in post-work audits and application for funds reimbursement. Materials testing will be coordinated through a subconsultant. All work will be performed per Chapter 16 of the LAPM. Tasks include diaries, photos, WSWD, materials testing, quantity calculations, monthly progress pay estimates, managing RFI's, managing CCO's, EEO review, and safety review.

Close Out

Mark Thomas will provide a punchlist to the contractor for completion of the work in the field, a Final Pay Estimate will be run, and as-builts will be completed per Chapter 16 of the LAPM. The Final Reports of Expenditures for the project will be compiled per Chapter 17 of the LAPM.

Task 5.3.2. Construction Materials Testing Services

Mark Thomas' subconsultant will provide a certified materials tester to perform soils and materials sampling and testing services. The subconsultant will refer to the Caltrans Quality Assurance Program for testing sampling and testing guidelines. For all HMA and RHMA-G construction, the QA/QC construction process will be followed per Section 39 of the 2015 State Standard Specifications.

The subconsultant shall have an Independent Quality Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order.

All test results shall be reported to the project in the shortest time that the specific test will realistically allow.

Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The certified payroll records will be submitted as work is performed.

If any test or inspection fails, retests or re-inspections will be required. Retests and re-inspections will be billed at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the Contractor, as allowed by the project contract special provisions.

The subconsultant, through Mark Thomas shall submit to the City all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted immediately.



Task 5.4. Construction Staking

Using conventional survey total station instruments, differential levels and global positioning system, Mark Thomas will verify project control points have not been disturbed since design was completed, and establish additional control points necessary for the survey layout.

One set of construction stakes shall be provided for the work as outlined in Chapter 12, "Construction Surveys" of the most current version of the Caltrans, "Surveys Manual".

Stakes will be set for the following items as shown on the plan set:

- Demo/Cold Plane Limits – A nail & shiner will be set at the actual location. No offset or cut/fill will be provided for cold plane limits
- Finish Grade Stakes – Stakes will be set to reference the roadway improvements and will include offset and cut/fill to the hinge point, edge of pavement, ETW roadway cross slope. Stakes will be set for approximately 660 feet along the proposed road widening at 50 foot intervals and will include angle points, high & low points, and conform areas.

This task is estimated to be completed in two (2) mobilizations. Each mobilization is defined as one continuous workday of 8 hours.

Any request outside the allocated 2 days will be considered "extra" work. Should additional work outside of this scope be requested, Mark Thomas services will stop, and the project team will be notified. Work will continue when agreement has been reached on a path forward and additional budget for "extra" construction staking services has been secured.

Task 5.5. As-Built Drawings

Based on red-lines provided by the contractor, Mark Thomas will prepare Record Drawings (As-Builts) for the City and Soil Born Farms Records. Drawings will be provided in PDF format.

Task 5 Deliverables

- Pre-Construction Meeting
- RFI Responses (PDF)
- Set Up Project Files Per Caltrans Construction Manual
- Submittal Review
- Construction Inspection Per Chapter 16 Of The LAPM
- Office Engineering Tasks Per Chapter 16 Of The LAPM
- Materials Testing Per QAP And Caltrans Construction Manual
- Punchlist, Final Pay Estimate, And As-Builts Per Chapter 16 Of The LAPM
- Final Report of Expenditures Per Chapter 17 Of The LAPM
- As-Built/Record Drawings (Full Size 34x22 PDF)

ASSUMPTIONS AND EXCLUSIONS

- PTE'S – This scope assumes that Soil Born Farms will coordinate with County Parks to obtain the required permission to construct the project.
- CEQA memorandum to file assumed. The existing IS/MND will not be revised or recirculated.



- Service requirements for Farm Stand will be provided by SB Farms. Irrigation water service and meter for Parking Lot (Scope A) will be provided by Soil Born Farms.
- No utility design included with this scope (water, fire service, sewer facilities)
- Drainage design is limited to reconfiguration of the drainage inlet in the parking lot. No drainage analysis, or modifications to the sub-surface systems are proposed.
- No Lighting Design Needed for Driveway (Scope B)
- No ADA improvements at Chase Drive or within the Soil Born Farms parking lot.
- City will provide a no-cost encroachment permit to the contractor to construct.
- Contractor will be required to prepare a traffic control plan and comply with stormwater requirements.
- Outreach and Support will be completed by the County and/or Soil Born Farms. No additional exhibits are necessary for project approvals.
- Tree Mitigation – Construction plans for mitigating removed trees will be completed by Soil Born Farms.

CONSTRUCTION STAKING ASSUMPTIONS:

- One (1) Crew Mobilization shall be defined as a continuous, uninterrupted staking effort to complete a staking priority.
- If a survey field crew is mobilized to an area that is not ready for stakes, the actual time expended will be charged as extra staking.
- It is assumed that areas to receive stakes are relatively clear of construction equipment and activity such that stakes can be set in a safe and expeditious manner.
- It is assumed all access to the site is provided
- One set of construction stakes shall be provided for the work. If original set stakes are destroyed by the contractor, a request for a Re-Stake will be tracked as "Extra" work if the dedicated two (2) days of dedicated scope have been exhausted.
- It is assumed Mark Thomas surveyors shall be apprised of all project safety issues and that we are apprised in a timely manner of situations that would affect a construction site survey operation.

CONSTRUCTION STAKING EXCLUSIONS:

Monument preservation is not included in this scope of work.

This task does not include the following services;

- Stakes for property or boundary lines
- working stakes (ie: "bluetops") to complete the work.
- construction survey services for any improvement not mentioned above.
- survey service to verify quantities.
- construction area signs or temporary traffic signals.

**EXHIBIT A
ATTACHMENT 2
to
AGREEMENT REGARDING THE ALLOCATION AND EXPENDITURE OF FUNDS
BETWEEN
CITY OF RANCHO CORDOVA
AND
THE COUNTY OF SACRAMENTO FOR THE AMERICAN RIVER RANCH
PARKING LOT AND ROAD PROJECT(S)**

- **WILDLIFE CONSERVATION BOARD GRANT FUND WC-1904CA**
- **WILDLIFE CONSERVATION BOARD GRANT FUND WC-1960AD**

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: La Shelle Dozier, Executive Director, Sacramento Housing
and Redevelopment Agency

Subject: Compensation Recommendations For Unrepresented
Employees Of The Sacramento Housing And
Redevelopment Agency For 2021

District(s): All

RECOMMENDED ACTION

Adopt Board of Supervisors and Housing Authority Resolutions approving compensation changes for exempt management and confidential (unrepresented) employees for 2021 and approving the salary schedule for all Sacramento Housing and Redevelopment Agency (SHRA) staff.

BACKGROUND

SHRA completed contract negotiations with the Sacramento Housing and Redevelopment Agency Employees Association (SHRAEA) and with American Federation of State, City and Municipal Employees (AFSCME) Local 146, for two (2) year labor agreements for the period of January 1, 2021 through December 31, 2022. Both labor agreements have salary range changes through 2022. The salary range change covering exempt management and confidential (unrepresented) Sacramento Housing and Redevelopment Agency employees requested in this report is the same increase in the approved SHRAEA and AFSCME Contracts for 2021.

This report recommends that the Board of Supervisors and Housing Authority of the County of Sacramento authorize SHRA to approve the salary range changes covering exempt management and confidential (unrepresented) Sacramento Housing and Redevelopment Agency employees as follows:

Salary Range Adjustments

Effective January 4, 2021, all unrepresented salary ranges shall be adjusted by 2.0%

POLICY CONSIDERATIONS

The recommended actions in this report are consistent with SHRA policy and labor relations practices. The California Code of Regulations requires that the governing boards adopt SHRA's salary schedule at a public meeting. (2CCR 570.5) This obligation arises whenever salary ranges are changed to ensure that salary rates are transparent and publicly available. These publically adopted rates are used by CalPERS to determine the appropriate compensation earnable for each SHRA employee when calculating their pension benefit. Salary schedules for all SHRA job classifications are being approved because CalPERS has interpreted section 570.5 to require approval of the entire salary schedule each time there is a change in the salary range for any classification.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA): The proposed actions consist of governmental fiscal, organizational or administrative activities that will not result in direct or indirect physical changes in the environment, and as such, do not constitute a "project" under CEQA, Guidelines Section 15378 (b)(4).

National Environmental Policy Act (NEPA)The proposed actions consist of governmental administrative and management activities and are therefore categorically exempt under NEPA, 24 CFR 58.34(a)(3).

M/WBE/SECTION 3 CONSIDERATIONS

Not applicable to this report.

FINANCIAL ANALYSIS

Adoption of the proposed compensation increases for unrepresented classifications outlined in this report will result in an additional cost estimated at a total of \$164,314. All salary and benefit costs for the proposed increases have been incorporated into the 2021 SHRA Budget which was approved on July 28, 2020.

Compensation Recommendations For Unrepresented Employees Of The
Sacramento Housing And Redevelopment Agency For 2021
Page 3

Attachments:

RES – Board Resolution

RES – HACOS Resolution

EXH. A - Salary Schedule for SHRA Unrepresented Employees

EXH. B1 - Salary Schedule 2021 for Represented SHRA Employees

EXH. B2 - Salary Schedule 2022 for Represented SHRA Employees

RESOLUTION NO. _____

**COMPENSATION RECOMMENDATIONS FOR UNREPRESENTED
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (SHRA)
EMPLOYEES**

WHEREAS, the California Code of Regulations requires that SHRA's salary schedule be adopted at a public meeting (2 CCR section 570.5). This obligation arises whenever salary ranges are changed to ensure that salary rates are transparent and publicly available.

WHEREAS, these publicly adopted rates are used by California Public Employees Retirement System (CalPERS) to determine the appropriate compensation earnable for each SHRA employee when calculating their pension benefit.

WHEREAS, the salary schedules for all SHRA job classifications are being approved because CalPERS has interpreted 2 CCR 570.5 to require approval of the entire salary schedule each time there is a change in the salary range for any classification.

WHEREAS, the proposed actions consist of governmental fiscal, organizational or administrative activities that will not result in direct or indirect physical changes in the environment, and as such, do not constitute a "project" under California Environmental Quality Act, Guidelines 14 CCR Section 15378(b)(4).

WHEREAS, the proposed actions consist of governmental administrative and management activities and are therefore categorically exempt under the National Environmental Policy Act, 24 CFR 58.34(a)(3).

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF SUPERVISORS
OF THE COUNTY OF SACRAMENTO

Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action as stated above are found to be true and correct and are hereby adopted.

Section 2. The compensation changes covering confidential and exempt (unrepresented) Sacramento Housing and Redevelopment Agency employees as outlined below are approved.

Salary Range Adjustments

Effective January 4, 2021, all unrepresented salary ranges shall be increased by 2.0%

Section 3. The salary schedules included as Exhibits A and B are hereby approved.

Compensation Recommendations For Unrepresented Employees Of The
Sacramento Housing And Redevelopment Agency (SHRA)

Page 3

On a motion by Supervisor _____, seconded by Supervisor
_____, the foregoing Resolution was passed and adopted by
the Board of Supervisors of the County of Sacramento, State of California
this 8th day of December 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

RESOLUTION NO. _____

**ADOPTED BY THE HOUSING AUTHORITY OF
THE COUNTY OF SACRAMENTO**

ON DATE OF

**COMPENSATION RECOMMENDATIONS FOR UNREPRESENTED
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (SHRA)
EMPLOYEES**

WHEREAS, the California Code of Regulations requires that SHRA's salary scheduled be adopted at a public meeting. (2 CCR 570.5) This obligation arises whenever salary ranges are changed to ensure that salary rates are transparent and publicly available.

WHEREAS, these publicly adopted rates are used by California Public Employees Retirement System (CalPERS) to determine the appropriate compensation earnable for each SHRA employee when calculating their pension benefit.

WHEREAS, the salary schedules for all SHRA job classifications are being approved because CalPERS has interpreted section 2 CCR 570.5 to require approval of the entire salary schedule each time there is a change in the salary range for any classification.

WHEREAS, the proposed actions consist of governmental fiscal, organizational or administrative activities that will not result in direct or indirect physical changes in the environment, and as such, do not constitute a "project" under California Environmental Quality Act, 14 CCR section 15378(b)(4).

WHEREAS, the proposed actions consist of governmental administrative and management activities and are therefore categorically exempt under the National Environmental Policy Act, 24 CFR 58.34(a)(3).

NOW, THEREFORE, BE IT RESOLVED BY HOUSING AUTHORITY OF
THE COUNTY OF SACRAMENTO

Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action as stated above are found to be true and correct and are hereby adopted.

Section 2. The compensation changes covering confidential and exempt (unrepresented) Sacramento Housing and Redevelopment Agency employees as outlined below are approved.

Salary Range Adjustments

Effective January 4, 2021, all unrepresented salary ranges shall be increased by 2.0%

Section 3. The salary schedules included as Exhibits A and B are hereby approved.

Compensation Recommendations For Unrepresented Employees Of The
Sacramento Housing And Redevelopment Agency (SHRA).

Page 3

On a motion by Member _____, seconded by Member
_____, the foregoing Resolution was passed and adopted by
the Housing Authority of the County of Sacramento, State of California this
8th day of December 2020, by the following vote, to wit:

AYES: Members,

NOES: Members,

ABSENT: Members,

ABSTAIN: Members,

RECUSAL: Members,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Housing Authority
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk

EXHIBIT A
EXEMPT AND CONFIDENTIAL CLASSIFICATIONS - 2021

SALARY SCHEDULES FOR SHRA EXEMPT AND CONFIDENTIAL CLASSIFICATIONS						
EXEMPT CLASSIFICATIONS	Code	Unit	Range	Effective	Min-Annual	Max-Annual
AGENCY CLERK-RANGE 1	215	2	7	1/4/21	61,262	95,038
AGENCY CLERK-RANGE 2	214	2	10	1/4/21	70,919	110,019
AGENCY COUNSEL-RANGE 1	218	2	9	1/4/21	67,542	104,780
AGENCY COUNSEL-RANGE 2	219	2	14	1/4/21	86,202	133,728
AGENCY COUNSEL-RANGE 3	220	2	18	1/4/21	104,780	162,548
ASSET MANAGER	250	2	16	1/4/21	95,038	147,435
ASSISTANT DIRECTOR	116	1	20	1/4/21	115,520	179,209
CHIEF FINANCIAL OFFICER	131	1	24	1/4/21	140,415	217,829
CONFIDENTIAL ADMIN ASSISTANT	403	4	C9	1/4/21	42,748	66,316
CONFIDENTIAL ADMIN SPECIALIST	404	4	C10	1/4/21	44,885	69,632
CONFIDENTIAL CLERK	412	4	C3	1/4/21	31,899	49,486
CONTRACTS ADMINISTRATOR	246	2	7	1/4/21	61,262	95,038
DEPUTY EXECUTIVE DIRECTOR	101	1	24	1/4/21	140,415	217,829
DIRECTOR	105	1	21	1/4/21	121,296	188,169
ENGINEERING PROJECT MANAGER	236	2	13	1/4/21	82,098	127,360
EXECUTIVE ASSISTANT	411	4	C10	1/4/21	44,885	69,632
EXECUTIVE DIRECTOR	100	1	ED	1/4/21	152,644	236,801
FINANCE ANALYST	243	2	7	1/4/21	61,262	95,038
GENERAL COUNSEL	102	1	25	1/4/21	147,435	228,721
GRANT WRITER	241	2	7	1/4/21	61,262	95,038
HUMAN RESOURCES ANALYST	402	4	C15	1/4/21	57,286	88,869
HUMAN RESOURCES ASSISTANT	410	4	C3	1/4/21	31,899	49,486
HUMAN RESOURCES SPECIALIST	406	4	C10	1/4/21	44,885	69,632
HUMAN RESOURCES TECHNICIAN	405	4	C9	1/4/21	42,478	66,316
IT APPLICATIONS/DEVELOPMENT ANALYST	248	2	10	1/4/21	70,919	110,019
IT APPLICATIONS & SUPPORT ANALYST	254	2	10	1/4/21	70,919	110,019
IT BUSINESS ANALYST	242	2	10	1/4/21	70,919	110,019
IT MANAGER	209	2	18	1/4/21	104,780	162,548
IT NETWORK/MIDRANGE SPECIALIST	249	2	12	1/4/21	78,188	121,296
MAINTENANCE SUPERVISOR	257	2	6	1/4/21	58,345	90,513
MANAGEMENT ANALYST	231	2	10	1/4/21	70,919	110,019
PORTFOLIO MANAGER	255	2	17	1/4/21	99,790	154,807
PROGRAM INTEGRITY ANALYST	325	2	2	1/4/21	48,001	74,465
PROGRAM MANAGER	205	2	17	1/4/21	99,790	154,807
PROJECT COORDINATOR	252	2	7	1/4/21	61,262	95,038
PROJECT MANAGER	251	2	16	1/4/21	95,038	147,435
PUBLIC INFORMATION OFFICER	202	2	13	1/4/21	82,098	127,360
REAL ESTATE COORDINATOR	239	2	4	1/4/21	52,921	82,098
REAL ESTATE ADMINISTRATOR	260	2	10	1/4/21	70,919	110,019
REGIONAL MANAGER	256	2	6	1/4/21	58,345	90,513
RESIDENT SERVICES SUPERVISOR	326	2	4	1/4/21	52,921	82,098
RESIDENT TRAINEE SUPERVISOR	307	2	1	1/4/21	45,715	70,919
SECTION 3 ADMINISTRATOR	253	2	7	1/4/21	61,262	95,038
SENIOR HUMAN RESOURCES ANALYST	245	2	9	1/4/21	67,542	104,780
SENIOR MANAGEMENT ANALYST	235	2	12	1/4/21	78,188	121,296
SENIOR PROGRAM ANALYST	240	2	4	1/4/21	52,921	82,098
SITE MANAGER I	302	2	1	1/4/21	45,715	70,919
STAFF MANAGER	247	2	13	1/4/21	82,098	127,360
SUPERVISOR	304	2	8	1/4/21	64,326	99,790

EXHIBIT A2
EXEMPT AND CONFIDENTIAL CLASSIFICATIONS - 2022

SALARY SCHEDULES FOR SHRA EXEMPT AND CONFIDENTIAL CLASSIFICATIONS						
EXEMPT CLASSIFICATIONS	Code	Unit	Range	Effective	Min-Annual	Max-Annual
AGENCY CLERK-RANGE 1	215	2	7	1/4/22	62,487	96,938
AGENCY CLERK-RANGE 2	214	2	10	1/4/22	72,337	112,218
AGENCY COUNSEL-RANGE 1	218	2	9	1/4/22	68,892	106,875
AGENCY COUNSEL-RANGE 2	219	2	14	1/4/22	87,926	136,402
AGENCY COUNSEL-RANGE 3	220	2	18	1/4/22	106,875	165,797
ASSET MANAGER	250	2	16	1/4/22	96,938	150,383
ASSISTANT DIRECTOR	116	1	20	1/4/22	117,829	182,792
CHIEF FINANCIAL OFFICER	131	1	24	1/4/22	143,222	222,184
CONFIDENTIAL ADMIN ASSISTANT	403	4	C9	1/4/22	43,603	67,642
CONFIDENTIAL ADMIN SPECIALIST	404	4	C10	1/4/22	45,783	71,024
CONFIDENTIAL CLERK	412	4	C3	1/4/22	32,537	50,476
CONTRACTS ADMINISTRATOR	246	2	7	1/4/22	62,487	96,938
DEPUTY EXECUTIVE DIRECTOR	101	1	24	1/4/22	143,222	222,184
DIRECTOR	105	1	21	1/4/22	123,721	191,931
ENGINEERING PROJECT MANAGER	236	2	13	1/4/22	83,739	129,907
EXECUTIVE ASSISTANT	411	4	C10	1/4/22	45,783	71,024
EXECUTIVE DIRECTOR	100	1	ED	1/4/22	155,696	241,536
FINANCE ANALYST	243	2	7	1/4/22	62,487	96,938
GENERAL COUNSEL	102	1	25	1/4/22	150,383	233,294
GRANT WRITER	241	2	7	1/4/22	62,487	96,938
HUMAN RESOURCES ANALYST	402	4	C15	1/4/22	58,432	90,647
HUMAN RESOURCES ASSISTANT	410	4	C3	1/4/22	32,537	50,476
HUMAN RESOURCES SPECIALIST	406	4	C10	1/4/22	45,783	71,024
HUMAN RESOURCES TECHNICIAN	405	4	C9	1/4/22	43,603	67,642
IT APPLICATIONS & SUPPORT ANALYST	254	2	10	1/4/22	72,337	112,218
IT APPLICATIONS/DEVELOPMENT ANALYST	248	2	10	1/4/22	72,337	112,218
IT BUSINESS ANALYST	242	2	10	1/4/22	72,337	112,218
IT MANAGER	209	2	18	1/4/22	106,875	165,797
IT NETWORK/MIDRANGE SPECIALIST	249	2	12	1/4/22	79,751	123,721
MAINTENANCE SUPERVISOR	257	2	6	1/4/22	59,512	92,322
MANAGEMENT ANALYST	231	2	10	1/4/22	72,337	112,218
PORTFOLIO MANAGER	255	2	17	1/4/22	101,785	157,902
PROGRAM INTEGRITY ANALYST	325	2	1	1/4/22	46,629	72,337
PROGRAM MANAGER	205	2	17	1/4/22	101,785	157,902
PROJECT COORDINATOR	252	2	7	1/4/22	62,487	96,938
PROJECT MANAGER	251	2	16	1/4/22	96,938	150,383
PUBLIC INFORMATION OFFICER	202	2	13	1/4/22	83,739	129,907
REAL ESTATE ADMINISTRATOR	260	2	10	1/4/22	72,337	112,218
REAL ESTATE COORDINATOR	239	2	4	1/4/22	53,979	83,739
REGIONAL MANAGER	256	2	6	1/4/22	59,512	92,322
RESIDENT SERVICES SUPERVISOR	326	2	4	1/4/22	53,979	83,739
RESIDENT TRAINEE SUPERVISOR	307	2	1	1/4/22	46,629	72,337
SECTION 3 ADMINISTRATOR	253	2	7	1/4/22	62,487	96,938
SENIOR HUMAN RESOURCES ANALYST	245	2	9	1/4/22	68,892	106,875
SENIOR MANAGEMENT ANALYST	235	2	12	1/4/22	79,751	123,721
SENIOR PROGRAM ANALYST	240	2	4	1/4/22	53,979	83,739
SITE MANAGER I	302	2	1	1/4/22	46,629	72,337
STAFF MANAGER	247	2	13	1/4/22	83,739	129,907
SUPERVISOR	304	2	8	1/4/22	65,612	101,785

EXHIBIT B1
REPRESENTED CLASSIFICATIONS - 2021

SALARY SCHEDULE FOR REPRESENTED CLASSIFICATIONS						
Classification	Code	Unit	Range	Effective	Min-Annual	Max-Annual
ACCOUNT CLERK	502	5	D	1/4/21	38,510	49,149
ACCOUNTANT	602	6	HH	1/4/22	61,492	78,481
ACCOUNTANT SPECIALIST	601	6	EE	1/4/22	45,886	58,563
ACCOUNTING TECHNICIAN	503	5	E	1/4/21	42,457	54,187
ADMINISTRATIVE SECRETARY	504	5	F	1/4/21	46,809	59,741
ASSISTANT AGENCY CLERK	657	6	G	1/4/22	53,119	67,795
CD ANALYST-RANGE 1	603	6	GG	1/4/22	55,775	71,184
CD ANALYST-RANGE 2	604	6	I	1/4/22	64,566	82,405
CLERICAL ASSISTANT	526	5	B	1/4/21	31,682	40,435
COMMUNITY PROPERTY REPRESENTATIVE	676	6	FF	1/4/22	50,589	64,566
COMMUNITY PROPERTY REPRESENTATIVE - ON SITE	677	6	LA2	1/4/22	33,636	33,636
COMPLIANCE ANALYST-RANGE 1	678	6	GG	1/4/22	55,775	71,184
COMPLIANCE ANALYST-RANGE 2	679	6	HH	1/4/22	61,492	78,481
COMPLIANCE/PROCUREMENT ANALYST	617	6	HH	1/4/22	61,492	78,481
CONSTRUCTION TECHNICIAN	632	6	HH	1/4/22	61,492	78,481
CUSTOMER SERVICE REPRESENTATIVE	560	5	CC	1/4/21	36,676	46,809
FACILITIES COORDINATOR	557	5	I	1/3/22	64,567	82,405
FINANCE SPECIALIST-PAYROLL	618	6	EE	1/4/22	45,886	58,563
GIS ANALYST	664	6	I	1/4/22	64,566	82,405
HOUSING ASSISTANT	518	5	CC	1/4/21	36,676	46,809
HOUSING AUTHORITY ANALYST	646	6	H	1/4/22	58,563	74,743
HOUSING FINANCE ANALYST-RANGE1	606	6	HH	1/4/22	61,492	78,481
HOUSING FINANCE ANALYST-RANGE2	609	6	J	1/4/22	71,184	90,851
HOUSING FINANCE ANALYST-RANGE3	635	6	K	1/4/22	78,481	100,163
HOUSING PROGRAM SPECIALIST	647	6	FF	1/4/22	50,589	64,566
HOUSING PROGRAM TECHNICIAN I	665	6	D	1/4/22	38,493	49,128
HOUSING PROGRAM TECHNICIAN II	667	6	E	1/4/22	42,439	54,164
HOUSING SERVICES COORDINATOR	674	6	FF	1/4/22	50,589	64,566
IT CUST SERVICES SUPPORT SPEC	642	6	GG	1/4/22	55,775	71,184
IT DESKTOP & SUPPORT ANALYST		6	I	1/4/22	64,566	82,405
LOAN SERVICING ANALYST	625	6	HH	1/4/22	61,492	78,481
MAINTENANCE COORDINATOR	558	5	G	1/4/21	51,607	65,865
MAINTENANCE WORKER	559	5	D	1/4/21	38,510	49,149
OFFICE ASSISTANT	512	5	C	1/4/21	34,929	44,580
OFFICE TECHNICIAN	536	5	D	1/4/21	38,510	49,149
PRINCIPAL ACCOUNTANT	651	6	J	1/4/22	71,184	90,851
PRINCIPAL CONSTRUCTION TECH	654	6	I	1/4/22	64,566	82,405
PRINCIPAL IT CUSTOMER SUPPORT SPECIALIST	620	6	I	1/4/22	64,566	82,405
PROGRAM TECHNICIAN	627	6	FF	1/4/22	50,589	64,566
REAL ESTATE ANALYST	660	6	HH	1/4/22	61,492	78,481
REAL ESTATE SPECIALIST	655	6	GG	1/4/22	55,775	71,184
REDEVELOPMENT ANALYST-RANGE 1	628	6	HH	1/4/22	61,492	78,481
REDEVELOPMENT ANALYST-RANGE 2	629	6	II	1/4/22	67,795	86,525
REDEVELOPMENT ANALYST-RANGE 3	633	6	K	1/4/22	78,481	100,163
REDEVELOPMENT PLANNER-RANGE 1	605	6	HH	1/4/22	61,492	78,481
REDEVELOPMENT PLANNER-RANGE 2	607	6	II	1/4/22	67,795	86,525
REDEVELOPMENT PLANNER-RANGE 3	631	6	KK	1/4/22	82,405	105,172
REGULATORY COMPLIANCE ANALYST	659	6	HH	1/4/22	61,492	78,481
REGULATORY COMPLIANCE SPEC	658	6	G	1/4/22	53,119	67,795
RELOCATION SPECIALIST	680	6	FF	1/4/22	50,589	64,566
RESIDENT SERVICES TECHNICIAN	507	5	D	1/4/21	38,510	49,149
RESIDENT TRAINEE PROGRAM LEAD	556	5	E	1/4/21	42,457	54,187
SECTION 3 COORDINATOR	675	6	HH	1/4/22	61,492	78,481
SENIOR HOUSING PROGRAM SPECIALIST	681	6	HH	1/4/22	61,492	78,481
SENIOR LOAN SERVICING ANALYST	669	6	J	1/4/22	71,184	90,851

EXHIBIT B2
REPRESENTED CLASSIFICATIONS - 2022

SALARY SCHEDULE FOR REPRESENTED CLASSIFICATIONS

Classification	Code	Unit	Range	Effective	Min-Annual	Max-Annual
ACCOUNT CLERK	502	5	D	1/3/22	39,280	50,132
ACCOUNTANT	602	6	HH	1/3/22	62,721	80,050
ACCOUNTANT SPECIALIST	601	6	EE	1/3/22	46,804	59,735
ACCOUNTING TECHNICIAN	503	5	E	1/3/22	43,306	55,271
ADMINISTRATIVE SECRETARY	504	5	F	1/3/22	47,745	60,936
ASSISTANT AGENCY CLERK	657	6	G	1/3/22	54,181	69,150
CD ANALYST-RANGE 1	603	6	GG	1/3/22	56,890	72,608
CD ANALYST-RANGE 2	604	6	I	1/3/22	65,858	84,053
CLERICAL ASSISTANT	526	5	B	1/3/22	32,316	41,244
COMMUNITY PROPERTY REPRESENTATIVE	676	6	FF	1/3/22	51,601	65,858
COMMUNITY PROPERTY REPRESENTATIVE - ON SITE	677	6	LA2	1/3/22	34,308	34,308
COMPLIANCE ANALYST-RANGE 1	678	6	GG	1/3/22	56,890	72,608
COMPLIANCE ANALYST-RANGE 2	679	6	HH	1/3/22	62,721	80,050
COMPLIANCE/PROCUREMENT ANALYST	617	6	HH	1/3/22	62,721	80,050
CONSTRUCTION TECHNICIAN	632	6	HH	1/3/22	62,721	80,050
CUSTOMER SERVICE REPRESENTATIVE	560	5	CC	1/3/22	37,409	47,745
FACILITIES COORDINATOR	557	5	I	1/3/22	65,858	84,053
FINANCE SPECIALIST-PAYROLL	618	6	EE	1/3/22	46,804	59,735
GIS ANALYST	664	6	I	1/3/22	65,858	84,053
HOUSING ASSISTANT	518	5	CC	1/3/22	37,409	47,745
HOUSING AUTHORITY ANALYST	646	6	H	1/3/22	59,735	76,238
HOUSING FINANCE ANALYST-RANGE1	606	6	HH	1/3/22	62,721	80,050
HOUSING FINANCE ANALYST-RANGE2	609	6	J	1/3/22	72,608	92,668
HOUSING FINANCE ANALYST-RANGE3	635	6	K	1/3/22	80,050	102,167
HOUSING PROGRAM SPECIALIST	647	6	FF	1/3/22	51,601	65,858
HOUSING PROGRAM TECHNICIAN I	665	6	D	1/3/22	39,262	50,109
HOUSING PROGRAM TECHNICIAN II	667	6	E	1/3/22	43,286	55,246
HOUSING SERVICES COORDINATOR	674	6	FF	1/3/22	51,601	65,858
IT CUST SERVICES SUPPORT SPEC	642	6	GG	1/3/22	56,890	72,608
IT DESKTOP & SUPPORT ANALYST		6	I	1/3/22	65,858	84,053
LOAN SERVICING ANALYST	625	6	HH	1/3/22	62,721	80,050
MAINTENANCE COORDINATOR	558	5	G	1/3/22	52,639	67,182
MAINTENANCE WORKER	559	5	D	1/3/22	39,280	50,132
OFFICE ASSISTANT	512	5	C	1/3/22	35,628	45,471
OFFICE TECHNICIAN	536	5	D	1/3/22	39,280	50,132
PRINCIPAL ACCOUNTANT	651	6	J	1/3/22	72,608	92,668
PRINCIPAL CONSTRUCTION TECH	654	6	I	1/3/22	65,858	84,053
PRINCIPAL IT CUSTOMER SUPPORT SPECIALIST	620	6	I	1/3/22	65,858	84,053
PROGRAM TECHNICIAN	627	6	FF	1/3/22	51,601	65,858
REAL ESTATE ANALYST	660	6	HH	1/3/22	62,721	80,050
REAL ESTATE SPECIALIST	655	6	GG	1/3/22	56,890	72,608
REDEVELOPMENT ANALYST-RANGE 1	628	6	HH	1/3/22	62,721	80,050
REDEVELOPMENT ANALYST-RANGE 2	629	6	II	1/3/22	69,150	88,255
REDEVELOPMENT ANALYST-RANGE 3	633	6	K	1/3/22	80,050	102,167
REDEVELOPMENT PLANNER-RANGE 1	605	6	HH	1/3/22	62,721	80,050
REDEVELOPMENT PLANNER-RANGE 2	607	6	II	1/3/22	69,150	88,255
REDEVELOPMENT PLANNER-RANGE 3	631	6	KK	1/3/22	84,053	107,275
REGULATORY COMPLIANCE ANALYST	659	6	HH	1/3/22	62,721	80,050
REGULATORY COMPLIANCE SPEC	658	6	G	1/3/22	54,181	69,150
RELOCATION SPECIALIST	680	6	FF	1/3/22	51,601	65,858
RESIDENT SERVICES TECHNICIAN	507	5	D	1/3/22	39,280	50,132
RESIDENT TRAINEE PROGRAM LEAD	556	5	E	1/3/22	43,306	55,271
SECTION 3 COORDINATOR	675	6	HH	1/3/22	62,721	80,050
SENIOR HOUSING PROGRAM SPECIALIST	681	6	HH	1/3/22	62,721	80,050
SENIOR LOAN SERVICING ANALYST	669	6	J	1/3/22	72,608	92,668

EXHIBIT B2
REPRESENTED CLASSIFICATIONS - 2022

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**COUNTY OF SACRAMENTO
CALIFORNIA**

27

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Steven L. Hartwig, Deputy County Executive
Public Works and Infrastructure

From: Ron E. Vicari, Director, Department of Transportation

Subject: Contract No. 4511 "Folsom Boulevard Complete Streets
Phase 1, Bids To Be Received On January 21, 2021,
Environmental Document: Mitigated Negative Declaration
(Control No. PLER2018-00023)

District(s): Nottoli

RECOMMENDED ACTION

1. Approve the subject project plans and specifications as on file in the Sacramento County Department of Transportation (SacDOT).
2. Advertise the project as required by law, pending approval of authorization to proceed by the Federal Highway Administration (FHWA) (Attachment 1).
3. Receive bids on January 21, 2021, or thereafter, if specified in an addendum issued by the Director of SacDOT.

BACKGROUND

In April 2016, the Board approved the Folsom Boulevard Complete Streets Master Plan (Master Plan). This plan provides guidance for the construction of Folsom Boulevard as a Complete Street from Watt Avenue to Bradshaw Road and provides a planning foundation to increase mobility, safety and accessibility. This project will implement the Master Plan improvements on the south side of Folsom Boulevard between Mayhew Road and Bradshaw Road.

On December 4, 2018, the Board found the Initial Study/Mitigated Negative Declaration (Control No. PLER2018-00023) for the Folsom Boulevard Complete Streets Phase 1 project adequate and complete.

The project will construct infill sidewalk, curb ramps, decorative street lighting, landscaping, buffered bike lanes, and bus turnouts along the south side of Folsom Boulevard between Mayhew Road and Bradshaw Road (Attachment 2).

The project also includes signal modifications for the Mayhew Road at Folsom Boulevard intersection and the Butterfield Way at Folsom Boulevard intersection to satisfy ADA requirements and to provide bicycle detection.

In accordance with the federal program for Disadvantaged Business Enterprise (DBE) for federally funded projects, the goal of 16.0% percent has been established for this contract.

It is anticipated that construction will be complete in November 2021.

The Administrators of the Municipal Services, Public Works and Infrastructure, and Administrative Services Agencies or their designees are authorized to award contracts for the construction or maintenance of public projects in excess of one hundred thousand dollars (\$100,000.00) and less than five million dollars (\$5,000,000.00), the plans and specifications for which have been approved by the Board of Supervisors, upon the following conditions:

1. Bids for the work are received and the lowest responsible bid is equal to or less than the engineer's public estimate of the project cost;
2. No bid protest is received during the applicable protest period;
3. No third party protest to the award is received; and
4. For those contracts to which federal disadvantaged business enterprise (DBE) requirements are applicable, the lowest responsible bidder has met all required DBE participation levels.

Written notice of intent to award this contract by the Administrator shall be provided to the Clerk of the Board who shall include such notice as communication received on the next available public agenda for the Board. If any of the aforementioned criteria is not met, a separate item will be placed on the Board's agenda.

FINANCIAL ANALYSIS

The estimated total construction cost is \$5,400,000. The project is financed through a combination of Measure "A" sales tax revenue and funds provided by the State and Federal Active Transportation Programs. The amount is included in the SacDOT's Fiscal Year 2020-21 Adopted Budget.

Attachment(s):

ATT 1 – Notice to Contractors

ATT 2 – Vicinity Map

NOTICE TO CONTRACTORS

Notice is hereby given that the Board of Supervisors of Sacramento County, California, will receive sealed bids as follows:

BID DATE: January 21, 2021 – DUE TO THE CURRENT SHELTER-IN-PLACE REQUIREMENTS, THERE WILL BE NO PUBLIC BID OPENINGS. BIDDERS MUST DROP OFF BIDS AT 9660 ECOLOGY LANE BETWEEN 12:00 AND 2:00 PM ON THE DAY OF THE BID AND THEN BE DIRECTED TO EXIT THE BUILDING.

BID OPENING(S) WILL BE LIVE-STREAMED AFTER 2:00 PM HERE:
<HTTPS://PRIMETIME.BLUEJEANS.COM/A2M/LIVE-EVENT/QDCSJZHA>.

BID OPENING(S) WILL ALSO BE RECORDED FOR LATER VIEWING, THE URL WILL BE INCLUDED IN EACH BID SUMMARY

SUBMIT BIDS TO: DEPARTMENT OF GENERAL SERVICES
CONTRACT & PURCHASING SERVICES
9660 ECOLOGY LANE
SACRAMENTO, CA 95827
UNTIL 2:00 P.M. (LOCAL TIME)

FOR: **FOLSOM BOULEVARD COMPLETE STREETS
PHASE 1**

CONTRACT NO. 4511

**ESTIMATED
CONSTRUCTION
COST:** \$5,400,000.00

**CONTRACTOR
LICENSE REQUIRED:** A General Engineering Contractor

PROJECT DESCRIPTION:

The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for clearing and grubbing, installation of curbs, sidewalk, asphalt pavement, water, sanitary sewer, drainage construction, retaining walls, fencing, traffic signal equipment modifications, slurry seal, traffic striping, street lighting, landscaping,

irrigation, and doing all other work specified on the plans and in the specifications.

The following information is available at www.saccounty bids.com:

- Current Bids Available
- Plan Holders List
- Bids received
- Upcoming bid opportunities
- Engineer's name and telephone number

Award of this contract requires a valid California Contractor's license with the classification identified above from Contract award through Contract acceptance (Public Contract Code 10164).

Contract Documents may be downloaded at <http://www.dgs.saccounty.net/capsd/Pages/Construction.aspx>.

Contractors will need to register on the site (County of Sacramento uses a third party site called Public Purchase) to download the contract documents. If you have any problems with Public Purchase, contact them at 800-591-5546 or at support@publicpurchase.com. The Standard Construction Specifications, which are incorporated by reference in the Contract Documents, may be downloaded from the County website at www.saccountyspecs.net.

The County of Sacramento has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE) Goal: **Sixteen percent (16.0%)**.

Any interested contractor or his/her agent may contact Anthony Voo, Department of Transportation, Engineering and Planning Division, at vooa@saccounty.net or **(916) 205-0437** (m) for specific questions regarding this project.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Each bid must be submitted on the bid forms provided in the Contract Documents. Each bid must also be accompanied by security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check payable to the Treasurer of Sacramento County, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid.

As of July 1, 2014 Public Contract Code Section 4104 (a) (1)

states that "any person making a bid" must submit the Name, location of the place of business, and the SUBCONTRACTOR'S LICENSE NUMBER on the bid form.

The successful bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, acceptable to the County of Sacramento, each for not less than one hundred percent (100%) of the contract price.

The contractor will be required to comply with the Equal Employment Opportunity Program outlined in the Contract Documents.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

LABOR COMPLIANCE PROGRAM

The County of Sacramento received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance Program and prevailing wage requirements should be directed to the Labor Compliance Section at (916) 875-2711. In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

This is a construction project in accordance with Section 1771.5 of the California Labor Code.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file at the office of the County of Sacramento Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento, CA 95827, and are also available on the internet at

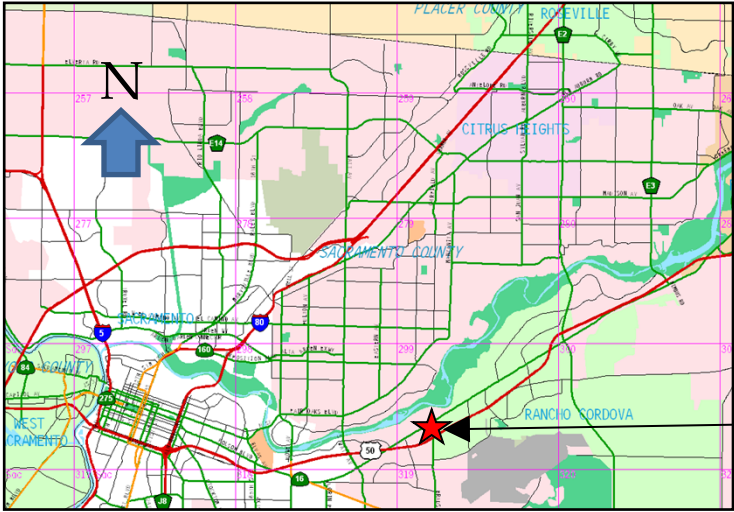
<http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to California Contract Code Section 22300, the contractor may, at its own expense, substitute securities for any money being withheld by the County to ensure performance under this contract.

The Board reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in the judgment of the Board, is the lowest responsive bid of a responsible bidder.

By order of the Board of Supervisors of Sacramento County, California dated December 8, 2020.

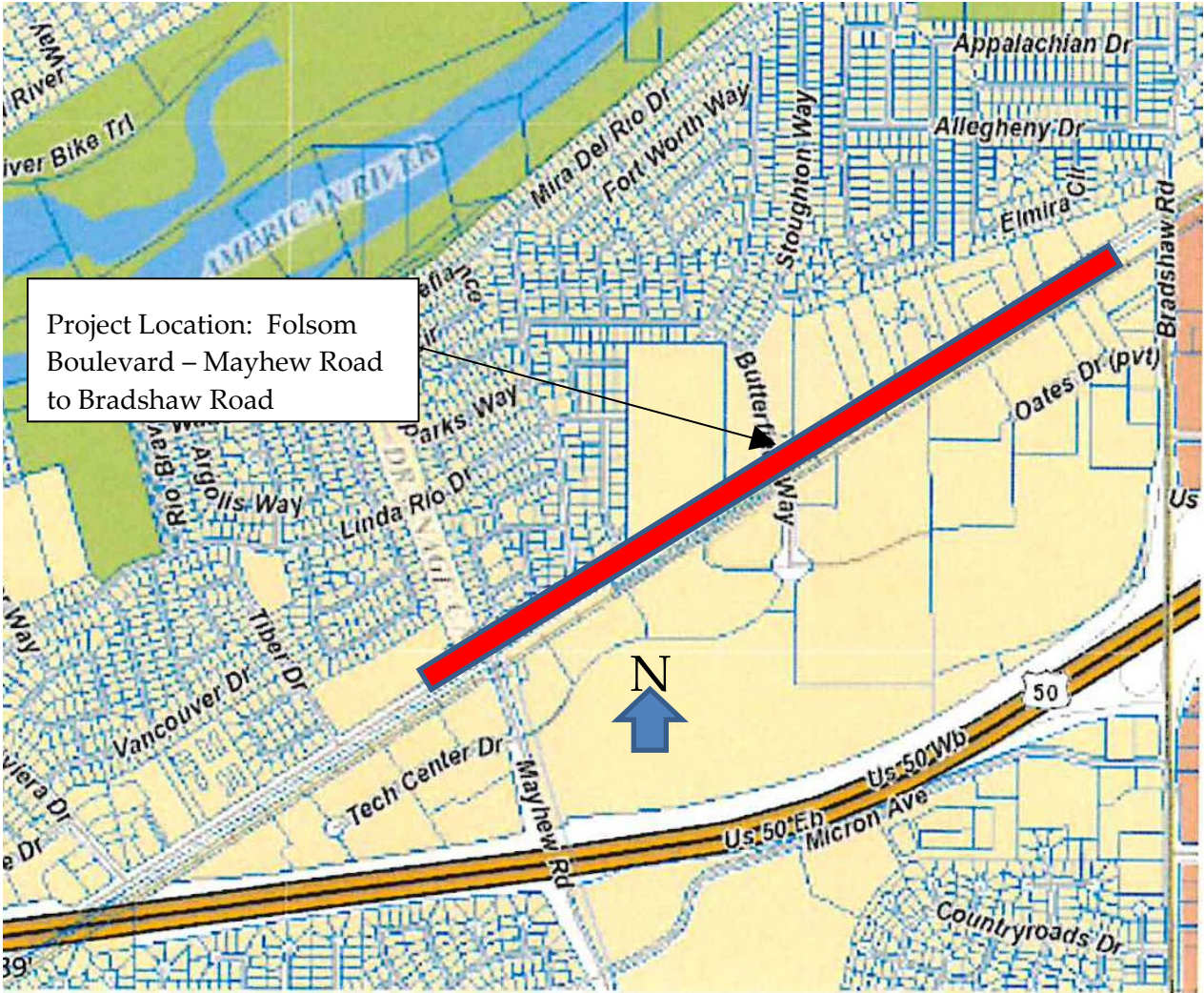
Florence Evans
Clerk of the Board of Supervisors
County of Sacramento



Vicinity Maps
**Folsom Boulevard Complete Street
Phase 1**
~Mayhew Road to Bradshaw Road

Project Location

NTS



NTS

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Steven L. Hartwig, Deputy County Executive
Public Works and Infrastructure

From: Doug Sloan, Director, Department of Waste Management
and Recycling

Subject: Authority To Execute Amendment No. 2 To Agreement No.
81445 With LES Project Holdings, LLC For On-Call
Maintenance, Repair, And Modification Of Landfill Gas
Collection And Flaring Systems Allowing The Immediate
Expenditure of \$100,000 With No Change To The Maximum
Total Payment Amount

District(s): Nottoli

RECOMMENDED ACTION

Adopt the attached Resolution authorizing the Director of the Department of Waste Management and Recycling (DWMR) to execute Amendment No. 2 to Agreement No. 81445 with LES Project Holdings, LLC (LES) to allow the immediate expenditure of \$100,000 without changing the maximum total payment amount of \$500,000.

BACKGROUND

DWMR owns and operates landfill gas (LFG) collection systems at Kiefer Landfill and Elk Grove Landfill. Decomposing refuse produces LFG, which is composed primarily of methane and carbon dioxide. Methane is a potent greenhouse gas and valuable source of energy. LFG collection systems were installed at both landfills in response to environmental regulatory requirements and migration of LFG detected beyond the facility boundary. The systems have been expanded to accommodate the landfill growth, to maintain compliance with regulatory requirements, and to improve the ability to collect

Authorize The Director Of Waste Management And Recycling To Execute Amendment No. 2 To Agreement No. 81445 With LES Project Holdings, LLC For On-Call Maintenance, Repair, And Modification Of Landfill Gas Collection And Flaring Systems Allowing The Immediate Expenditure Of \$100,000 With No Change To The Maximum Total Payment Amount
Page 2

LFG. DWMR is responsible for monitoring and continuous operation of the LFG collection systems in accordance with multiple permits and regulations.

DWMR performs routine maintenance of the collection systems and repair of failed system components. DWMR utilizes third-party, specialized contractors to perform complex or emergency repairs to the collection system. DWMR also utilizes these contractors for non-routine environmental monitoring tasks.

On December 2, 2016, DWMR issued a Request for Proposals (RFP) for on-call maintenance, repair, and modification of LFG collection and flaring systems. As a result of this RFP process, Agreement Nos. 81445, 81446, and 81447 were awarded to LES, Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS), and Blue Flame Crew West, respectively, each with an initial term expiring on June 30, 2020 with up to two optional one-year renewals. The expenditure limits for each contract were \$300,000 for the initial term and \$100,000 for each additional optional term, with a total contract limit of \$500,000.

Higher than anticipated service needs have resulted in significant use of the SCS and LES contracts. The Blue Flame Crew West contract is underutilized due to the contractor's limited availability. On June 18, 2019, the Board approved Amendment No. 1 to Agreement No. 81446 with SCS to increase the total maximum contract amount from \$500,000 to \$1,000,000. The aging infrastructure and continued higher service needs has caused DWMR to use the available current year funds in Agreement No. 81445 at a faster rate than originally envisioned. Consequently, it is critical that adequate funds be made available on Agreement No. 81445 so that the Kiefer Landfill Gas 1 energy plant be kept up and running for continued production of renewable electricity and subsequent generation of revenue for the County.

Amendment No. 1 to Agreement No. 81445 with LES extended the term to June 30, 2021. Amendment No. 2 to Agreement No. 81445 would make available the \$100,000 originally scheduled for expenditure in FY 2021-22 for immediate use through June 30, 2021. This Amendment does not change the total maximum contract amount of \$500,000.

FINANCIAL ANALYSIS

DWMR anticipates spending the increase of \$100,000 in FY 2020-21 instead of FY 2021-22. Funding for this increased expenditure exists within the Fiscal Year 2020-21 Adopted Budget.

Authorize The Director Of Waste Management And Recycling To Execute
Amendment No. 2 To Agreement No. 81445 With LES Project Holdings, LLC
For On-Call Maintenance, Repair, And Modification Of Landfill Gas Collection
And Flaring Systems Allowing The Immediate Expenditure Of \$100,000 With
No Change To The Maximum Total Payment Amount
Page 3

Attachments:

RES - Resolution

ATT 1 – Amendment No. 2 to Agreement No. 81445

RESOLUTION NO. _____

**SECOND AMENDMENT TO AGREEMENT FOR EMERGENCY ON-CALL
MAINTENANCE, REPAIR, AND MODIFICATION OF LANDFILL GAS
COLLECTION AND FLARING SYSTEMS
(AGREEMENT NO. 81445)**

WHEREAS, the Director of the Department of Waste Management and Recycling (DWMR) executed Agreement No. 81445 (Agreement) for emergency on-call maintenance, repair, and modification of landfill gas collection and flaring systems with Les Project Holdings, LLC, a Delaware limited liability company (Consultant) on July 1, 2017; and

WHEREAS, the original Agreement was amended on July 1, 2020; and

WHEREAS, the Director of DWMR and Consultant desire to amend the Agreement to delete the compensation table in Exhibit C in its entirety, thereby enabling the immediate expenditure of funds set aside for FY 2021-22 without changing the maximum total payment amount.

BE IT RESOLVED that the Board of Supervisors authorizes the Director of DWMR, or his/her designee, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, to execute Amendment No. 2 to the Agreement with Les Project Holdings, LLC and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

SECOND AMENDMENT TO AGREEMENT FOR EMERGENCY ON-CALL
MAINTENANCE, REPAIR, AND MODIFICATION OF LANDFILL GAS
COLLECTION AND FLARING SYSTEMS (AGREEMENT NO. 81445)
Page 2

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**COUNTY OF SACRAMENTO
PUBLIC WORKS AND INFRASTRUCTURE**

**SECOND AMENDMENT TO AGREEMENT FOR EMERGENCY ON-CALL
MAINTENANCE, REPAIR, AND MODIFICATION OF LANDFILL GAS
COLLECTION AND FLARING SYSTEMS**

THIS SECOND AMENDMENT is made and entered into on _____ by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and LES PROJECT HOLDINGS LLC, a Delaware limited liability company, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, COUNTY and CONSULTANT previously entered into an Agreement on July 1, 2017 to provide Emergency On-Call Maintenance, Repair, and Modification of Landfill Gas Collection and Flaring Systems (hereinafter "Agreement"); and

WHEREAS, the original Agreement was amended on July 1, 2020; and

WHEREAS, COUNTY and CONSULTANT desire to formally amend said Agreement to delete the compensation table in Exhibit C in its entirety.

NOW, THEREFORE, the Agreement is amended as follows:

1. COMPENSATION

The compensation table contained in Section 1 of Exhibit C to the Agreement is deleted in its entirety. The Maximum Total Payment Amount stated therein remains unchanged.

2. REAFFIRMATION

Except as expressly stated herein, the Agreement shall remain in full force and effect.

3. ENTIRE AGREEMENT

The Agreement, as amended by this Second Amendment, and any attachments hereto, constitute the entire understanding between the COUNTY and CONSULTANT concerning the subject matter contained herein.

4. EFFECTIVE DATE

This Second Amendment shall be deemed effective as of the date first written above.

5. AUTHORITY TO EXECUTE

Each person executing this Second Amendment represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Second Amendment for or on behalf of the parties to this Second Amendment. Each party represents and warrants to the other that the execution and delivery of the Second Amendment and the performance of such party's obligations hereunder have been duly authorized.

6. DUPLICATE COUNTERPARTS

This Second Amendment may be executed in duplicate counterparts and shall be deemed executed when signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures of this Second Amendment, with such scanned signatures having the same legal effect as original signatures. This Second Amendment may be executed through the use of electronic signature and will be binding on each party as if it were physically executed.

(SIGNATURE PAGE FOLLOWS)

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

COUNTY OF SACRAMENTO, a
political subdivision of the State of
California

LES PROJECT HOLDINGS LLC., a
Delaware limited liability company

By: _____
Douglas A. Sloan, Director
Department of Waste Management and
Recycling

By: _____
Name: _____
Title: _____

"COUNTY"

"CONSULTANT"

Date: _____

Date: _____

Agreement approved
by Board of Supervisors:

Agenda Date: _____

Item Number: _____

Resolution No. _____

THIS AMENDMENT FORMAT HAS BEEN APPROVED BY COUNTY COUNSEL.

Prepared by: _____

Richard Shaw, Senior Contract Services Officer
Department of General Services
Contract & Purchasing Services Division
Phone: (916) 876-6373

**COUNTY OF SACRAMENTO
CALIFORNIA**

29

For the Agenda of:
December 8, 2020

To: Board of Supervisors

From: Office of the County Counsel

Subject: Authorization to Appoint Ann Edwards As Acting County Executive

Supervisory District(s): All

Contact: Lisa A. Travis, County Counsel, (916) 874-5557

RECOMMENDED ACTION

Appoint Ann Edwards as Acting County Executive for the duration of the County Executive's Administrative Leave. Approve necessary amendments to the Conflict of Interest Code.

BACKGROUND

The current County Executive is on Administrative Leave for an unknown period of time. To ensure continued leadership of the County, this item would appoint Ann Edwards as Acting County Executive effective December 1, 2020. Ms. Edwards is currently the Director of the Department of Human Assistance.

Respectfully submitted,



LISA A. TRAVIS, County Counsel
Office of the County Counsel

Attachment:
RES – Resolution to Appoint Ann Edwards Acting County Executive

RESOLUTION NO. _____

APPOINTMENT OF ANN EDWARDS AS ACTING COUNTY EXECUTIVE

WHEREAS, the current County Executive is on Administrative Leave for an unknown period of time; and

WHEREAS, the County desires to ensure a continued leadership and functioning of the County during this period;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that Ann Edwards be appointed as Acting County Executive effective December 1, 2020, for such time as the County Executive is on Administrative Leave or until further Board action.

BE IT FURTHER RESOLVED that the Acting County Executive will receive the same compensation package as the County Executive while serving as Acting County Executive.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California this 8th day of December 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
MEETING DATE:**

TUESDAY, DECEMBER 8, 2020

MATERIAL FORTHCOMING

**Resolution Congratulating Cosumnes CSD Fire Chief Michael W.
McLaughlin On The Occasion Of His Retirement
Supervisorial District(s): Nottoli**

For the Agenda of:
December 8, 2020

**BOARD OF SUPERVISORS
Communication Memorandum**

To: Board of Supervisors

From: Florence Evans, Clerk of the Board

Title: Ratification of Appointment of Lieutenant Brad Rose to the
Sacramento County Alcohol and Drug Advisory Board

- Appoint Lieutenant Brad Rose, Seat 1, Public Service-Sheriff

Department of Health Services

Peter Beilenson, MD, MPH,
Director



County Executive

Navdeep S. Gill

Divisions

Behavioral Health Services
Primary Health
Public Health
Departmental Administration

County of Sacramento

November 16, 2020

Members of the Board of Supervisors

Attn: Florence Evans
700 H Street, Room 2450
Sacramento, CA 95814

2020 NOV 17 PM 4:13
COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

Honorable Members of the Board of Supervisors:

The Sacramento County Alcohol and Drug Advisory Board requests that you ratify the appointment of:

- **Lieutenant Brad Rose**, Public Service Seat #1
Sacramento County Sheriff's Office
711 G Street
Sacramento, CA 95814
brose@sacsheriff.com

His appointment is to replace retiring **Lieutenant Joseph Whitfield** currently appointed to Public Service Seat #1.

Respectfully,

Ryan Quist, Ph.D.
Director, Division of Behavioral Health

For the Agenda of:
December 8, 2020

BOARD OF SUPERVISORS
Communication Memorandum

To: Board of Supervisors

From: Florence Evans, Clerk of the Board

Title: Ratification of Appointment of Tracy Thomas and Reappointments of Melody Law, Dennis Poupart, Judy Vang, Kristina Kendricks-Clark, Tracy Jenkins, Linda Ryan, Derek Purol, Kaye Pulupa, Ronnie Miranda, Robyn Learned, and Larry Dyer to the HIV Health Services Planning Council

- Appoint Tracy Thomas, Seat 33, Affected/Underserved Comm
- Reappoint Melody Law, Seat 3, Local Public Health
- Reappoint Dennis Poupart, Seat 4, Affected/Underserved Comm
- Reappoint Judy Vang, Seat 9, Federal AETC
- Reappoint Kristina Kendricks-Clark, Seat 10, CBO Serving HIV/Aids
- Reappoint Tracy Jenkins, Seat 13, Affected Community-Parolee
- Reappoint Linda Ryan, Seat 14, Children/Youth/Families
- Reappoint Derek Purol, Seat 20, Affected/Underserved Comm
- Reappoint Kaye Pulupa, Seat 34, State Government Title II (Part B)
- Reappoint Ronnie Miranda, Seat 41, Affected/Underserved Comm
- Reappoint Robyn Learned, Seat 43, Mental Health Service Provider
- Reappoint Larry Dyer, Seat 44, Affected/Underserved Comm

HIV Health Services Planning Council

9616 Micron Ave, Suite 930
Sacramento, Ca 95827
(916) 875-5881
Fax (916) 875-5888



November 17, 2020

Members of the Board of Supervisors
In Care Of the Clerk of the Board
Attn: Clarice Thomas
700 H Street, Room 2450
Sacramento, CA 95814

2020 NOV 18 PM 1:12
COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

Honorable Members of the Board of Supervisors:

The HIV Health Services Planning Council requests that you approve the following *new* appointment:

- **Tracy Thomas** to Seat Number 33: Affected/Underserved Community
1584 Anoka Avenue
Sacramento, CA 95832

Mr. Thomas is an advocate for people with chronic health conditions. He has a history of advocating for individuals living with HIV with numerous organizations in the greater Los Angeles area. Since returning to Sacramento, he has become involved with Stop Stigma Sacramento, the Winter Sanctuary, and Reading Partners. Mr. Thomas holds both a Bachelor's Degree in Political Science, as well as, a Master's Degree in Business Administration.

Additionally, The Sacramento Transitional Grant Area's HIV Health Services Planning Council requests that you *re-appoint* the following members whose term on the Council is set to expire on December 31, 2020:

- **Melody Law** to Seat Number 3: Local Public Health
c/o County of Sacramento Public Health
7001A East Parkway, Suite 600A
Sacramento, CA 95823

Dr. Law, MD, holds the position of Senior Physician Management, STD Controller, with Sacramento County's Division of Public Health. She previously worked in a HIV Clinic during her residency through the San Bernardino County Public Health Department.

- **Dennis Poupart** to Seat Number 4: Affected/Underserved Community
3715 Tallyho Drive, #41
Sacramento, CA 95826

Mr. Poupart has a history of advocacy work for HIV/AIDS services in Sacramento. He is presently a substance abuse counselor at Hope Collaborative (aka TLCS).

- **Judy Vang** to Seat Number 9: Federal AIDS Education and Training Center (AETC)
c/o UC Davis AIDS Education & Training Center
4150 V St., G-500
Sacramento, CA 95817

Dr. Vang, MSW, PhD, is a Program Manager with the UC Davis AIDS Education and Training Center (AETC) and represents our AETC mandated seat for the Ryan White CARE program.

- **Kristina Kendricks-Clark** to Seat Number 10: CBO Serving HIV/AIDS
c/o Harm Reduction Services
2800 Stockton Blvd
Sacramento, CA 95817

Ms. Kendricks-Clark is a Medical Case Manager at Harm Reduction Services. She has worked with people living with HIV/AIDS for over three years. Her experience working with homeless and substance using HIV+ individuals + is a valuable asset to the Council.

- **Tracy Jenkins** to Seat 13: Affected/Underserved Community
7509 Lemarsh Way
Sacramento, CA 95822

Mr. Jenkins has been a long standing member on the HIV Health Services Planning Council regularly participating in the Priorities and Allocations Committee.

- **Linda Ryan, MFT**, to Seat Number 14: Children/Youth/Families
125 Goodell Road
Folsom, CA 95630

Ms. Ryan has over five years' experience working with HIV+ individuals in a behavioral health setting. She has a valuable base of knowledge of behavioral health issues experienced by people living with HIV.

- **Derek Purol** to Seat Number 20: Affected/Underserved Community
3520 9th Ave
Sacramento, CA 95817

Mr. Purol is an advocate for people with chronic health conditions. He wishes to continue his advocacy by joining the HIV Health Services Planning Council.

- **Kaye Pulupa** to Seat Number 34: State Government Title II (Part B)
1616 Capitol Avenue
Sacramento, CA 95814-7402
916-449-5845

Ms. Pulupa is a Health Program Specialist with the California Department of Public Health, Office of AIDS, Care Branch, Care Housing Unit. Her knowledge of Housing Opportunities for People With AIDS will be an assist to the Council.

- **Ronnie Miranda** to Seat Number 41: Affected/Underserved Community
2411 F St #3
Sacramento, CA 95816

Mr. Miranda has previously served on the HIV Health Services Planning Council. He is a passionate advocate for people living with HIV and regularly participates in the various Planning Council Committees.

- **Robyn Learned** to Seat Number 43: Mental Health Service Provider
1530 Fulton Ave #145
Sacramento, CA 95825

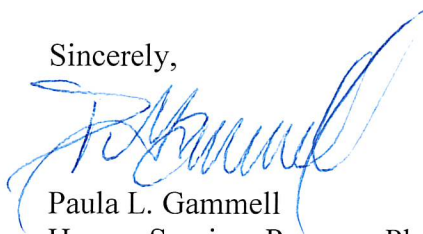
Ms. Learned is a certified HIV Tester, as well as, a member of the California State Office of AIDS' California Planning Group, which is a planning body that enables key stakeholder, communities and providers to engage in an active and ongoing dialogue about ending HIV/AIDS.

- **Larry Dyer** to Seat Number 44: Affected/Underserved Community
2430 Fair Oaks Blvd
Sacramento, CA 95825

Mr. Dyer is an advocate who wishes to bring AIDS awareness to the Native American Communities. He is passionate about HIV Education, Prevention and Treatment services.

If you have any questions, please contact the HIV Health Services Planning Council staff at 916-876-5548.

Sincerely,



Paula L. Gammell
Human Services Program Planner
Ryan White CARE Program
Sacramento Transitional Grant Area
916-876-5548

**COUNTY OF SACRAMENTO
CALIFORNIA**

33

For the Agenda of:
December 8, 2020

To: Board of Supervisors

From: Office of the County Counsel

Subject: Request from Supervisor Serna for Consideration of Adoption of an Urgency Ordinance to Extend "Sacramento County Worker Protection, Health and Safety Act of 2020" or in the Alternative to Consider Adoption of a Regular Ordinance the Proposed Ordinance as a Regular Ordinance

Supervisorial District(s): All

Contact: Lisa A. Travis, County Counsel, (916) 874-5557

RECOMMENDED ACTION

At the request of Supervisor Serna, consider the proposed urgency ordinance extending the sunset date of the "Sacramento County Worker Protection, Health and Safety Act of 2020" as an urgency ordinance. The urgency ordinance requires 4/5 vote for approval.

In the alternative, the Board can consider this ordinance as a regular ordinance, which would take effect thirty (30) days after approval. A regular ordinance requires 3/5 vote for introduction and subsequent approval.

BACKGROUND

On August 18, 2020, the Board introduced the "Sacramento County Worker Protection, Health and Safety Act of 2020" as a regular ordinance. The Board adopted the ordinance on September 1, 2020. The ordinance has a sunset date of December 31, 2020. This urgency ordinance would extend the sunset date of the "Sacramento County Worker Protection, Health and Safety Act of 2020" to March 31, 2021. For the Board's information, the prior Board letter from August 18, 2020 detailing the purpose and effect of the "Sacramento County Worker Protection, Health and Safety Act of 2020" is included herein.

FINANCIAL ANALYSIS

The Financial effect of extending the "Sacramento County Worker Protection, Health and Safety Act of 2020" remains the same as when the ordinance was first enacted. There are potential county costs if the County chooses to enforce the ordinance.

Respectfully submitted,



LISA A. TRAVIS, County Counsel
Office of the County Counsel

Attachment(s):

ORD – Ordinance (Clean)

ORD – Ordinance (Strikethrough)

ATT 1 – Board letter dated August 18, 2020

ATTACHMENT 1

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
August 18, 2020
Timed: 10:45 a.m.

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Bruce Wagstaff, Deputy County Executive, Social Services

Subject: Request From Supervisor Serna For Board Consideration Of Proposed Urgency Ordinance, "Sacramento County Worker Protection, Health, And Safety Act Of 2020" In The Alternative, The Board Of Supervisors Should Consider This Proposed Ordinance As A Regular Ordinance, Which Would Take Effect Within Thirty (30) Days Of Passage. A Regular Ordinance Requires 3/5 Vote For Approval

District(s): All

RECOMMENDED ACTION

At the request of First District Supervisor and Board Chairman Phil Serna, consider proposed urgency ordinance, "Sacramento County Worker Protection, Health, and Safety Act of 2020." The urgency ordinance requires a 4/5 vote for approval.

In the alternative, the Board of Supervisors can consider this proposed Ordinance as a regular ordinance, which would take effect within thirty (30) days of passage. A regular ordinance requires 3/5 vote for approval.

BACKGROUND

Supervisor Serna has requested that the Board of Supervisors ("Board") consider the attached urgency ordinance. This board letter summarizes the provisions included in the proposed ordinance and the possible effect on County operations.

Summary of Ordinance:

General Provisions

The general provisions explain the overall purpose of the "Sacramento County Worker Protection, Health, and Safety Act," setting forth definitions for key terms, conditioning the receipt of financial assistance from the County on compliance with the ordinance, prohibiting retaliation against employees properly exercising their rights under the ordinance, and setting forth the

methods of enforcement and the remedies available to employees. It also provides that the ordinance would have no effect after December 31, 2020.

Employer Safety Protocols

This section would require employers to implement specified social distancing, mitigation, and cleaning protocols and practices in their workplaces within the unincorporated County. These protocols and practices would include: the maintenance and implementation of specified cleaning and disinfection protocols; the establishment of a protocol to be implemented if a location is exposed to a person with a probable or confirmed case of COVID-19; the provision of handwashing, sanitizing, and disinfectant supplies; the provision of face coverings and mandated wearing of face coverings, except to the extent employees can maintain the recommended physical distance from others or while using break times to eat or drink; and notifying employees of the required protocols in writing.

County Enforcement of Ordinance

The ordinance provides that in Section 2.F. the County may, but is not obligated to, investigate whether the employer was in violation of Section 3.A. "Safety practices and protocols," as alleged by the employee. The ordinance also provides that within 15 days of written notice from the County, the employer must cure any alleged violation of the ordinance that has been substantiated by the County.

The ordinance also provides that in Section 2.G.2. a violation of this ordinance is not subject to criminal sanctions, but is subject to enforcement under Sacramento County Code Chapter 16.18.

Supplemental Paid Sick Leave

This section would require employers located within the unincorporated County with 500 or more employees nationally to provide additional paid sick leave for employees that can be used for COVID-19-related reasons.

Under the federal Emergency Paid Sick Leave Act enacted as part of the Families First Coronavirus Response Act (H.R. 6201), many employers were required to provide additional sick leave. However, large (over 500 employee) employers were exempted from providing such leave.

Like the Federal Emergency Paid Sick Leave Act, full-time employees would be entitled to 80 hours of new paid sick leave, and part-time employees would receive sick leave hours based on their average hours worked over each two-week period during the last six months.

Employees could use this sick leave if: (1) they are subject to quarantine or isolation under a federal, state, or local order, or are caring for a family member who is quarantined or isolated due to COVID-19; (2) they are advised by a health care provider to self-quarantine due to COVID-19; (3) they are over the age of 65 or are vulnerable due to a compromised immune system; (4) their office has temporarily ceased operations due to a public health order or other public health official's recommendation; (5) the employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis; or (6) the employee is caring for a minor child because the child's school or daycare is closed.

Employers who already granted employees additional paid sick leave in response to COVID-19 would receive a credit for such hours against the total required under this new ordinance.

Effective Date of Ordinance:

The ordinance is operative from the date of passage by the Board of Supervisors. However, Section 2.I. "Time for implementation" provides that the employer obligations set forth in the ordinance take effect 15 days after the effective date of the ordinance.

FINANCIAL ANALYSIS

If the County chooses to enforce the ordinance through its Code Enforcement division, there could be significant costs for enforcement activities, however, net county cost is uncertain based on the availability of Corona Relief Funds (CARES Act) and/or other state and federal assistance that is currently available, or that may become available during the time this ordinance is in effect.

This ordinance could have an unknown, but possibly substantial, economic impact on employers located within the unincorporated County. The cost would depend on the extent to which employers have to implement specified practices over and above their current efforts to protect employees, and if they experience employees who test positive for COVID-19.

Attachment:

ORD – Sacramento County Worker Protection Act of 2020

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1593 KNOWN AS THE
“SACRAMENTO COUNTY WORKER PROTECTION, HEALTH, AND SAFETY
ACT OF 2020” AND DECLARING THE ORDINANCE TO BE AN EMERGENCY
MEASURE TO TAKE EFFECT IMMEDIATELY UPON ADOPTION**

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

SECTION 1. Section 2 General Provisions is amended to read as follows:

SECTION 2. GENERAL PROVISIONS

H. Sunset.

1. Except as provided in subsection 2, this Ordinance has no effect after
March 31, 2021.

2. An employee may bring an action, or continue to pursue any of the
remedies described in Section 2.G., after March 31, 2021 if the alleged violation
occurred before April 1, 2021.

SECTION 2. Emergency Declaration.

This is an urgency ordinance within the meaning of Section 25131 of the
Government Code as an ordinance for the immediate preservation of the public
peace, health and safety, which shall be passed immediately upon introduction, and
shall take effect immediately.

The facts constituting the urgency include (a) those set forth in Sacramento
County Board of Supervisors Ordinance No. 1593; (b) the current expiration of
Section 2.H. of said Ordinance on December 31, 2020; (c) the recent tremendous
increase in COVID-19 cases and positivity rates; (d) and the need to ensure
uninterrupted extension of the worker protections afforded by Ordinance No. 1593

into Spring 2021, when vaccine distribution is predicted to be widespread.

SECTION 3. This Ordinance was introduced on _____, and on _____, further reading was waived by the unanimous vote of the Supervisors present.

The ordinance shall take effect and be in full force upon its passage, and before the expiration of fifteen (15) days from the date of its passage, it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this ____ day of _____ 2020, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisor

2010347

ORDINANCE NO. _____

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“SACRAMENTO COUNTY WORKER PROTECTION, HEALTH, AND SAFETY
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alleged violation occurred before ~~January 1, 2021~~ April 1, 2021.

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ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisor

2010345

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
August 18, 2020
Timed: 10:45 a.m.

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Bruce Wagstaff, Deputy County Executive, Social Services

Subject: Request From Supervisor Serna For Board Consideration Of Proposed Urgency Ordinance, "Sacramento County Worker Protection, Health, And Safety Act Of 2020" In The Alternative, The Board Of Supervisors Should Consider This Proposed Ordinance As A Regular Ordinance, Which Would Take Effect Within Thirty (30) Days Of Passage. A Regular Ordinance Requires 3/5 Vote For Approval

District(s): All

RECOMMENDED ACTION

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In the alternative, the Board of Supervisors can consider this proposed Ordinance as a regular ordinance, which would take effect within thirty (30) days of passage. A regular ordinance requires 3/5 vote for approval.

BACKGROUND

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The general provisions explain the overall purpose of the "Sacramento County Worker Protection, Health, and Safety Act," setting forth definitions for key terms, conditioning the receipt of financial assistance from the County on compliance with the ordinance, prohibiting retaliation against employees

Request from Supervisor Serna For Board Consideration of Proposed
Urgency Ordinance, "Sacramento County Worker Protection, Health, and
Safety Act of 2020"

Page 2

properly exercising their rights under the ordinance, and setting forth the methods of enforcement and the remedies available to employees. It also provides that the ordinance would have no effect after December 31, 2020.

Employer Safety Protocols

This section would require employers to implement specified social distancing, mitigation, and cleaning protocols and practices in their workplaces within the unincorporated County. These protocols and practices would include: the maintenance and implementation of specified cleaning and disinfection protocols; the establishment of a protocol to be implemented if a location is exposed to a person with a probable or confirmed case of COVID-19; the provision of handwashing, sanitizing, and disinfectant supplies; the provision of face coverings and mandated wearing of face coverings, except to the extent employees can maintain the recommended physical distance from others or while using break times to eat or drink; and notifying employees of the required protocols in writing.

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Like the Federal Emergency Paid Sick Leave Act, full-time employees would be entitled to 80 hours of new paid sick leave, and part-time employees would

receive sick leave hours based on their average hours worked over each two-week period during the last six months.

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FINANCIAL ANALYSIS

If the County chooses to enforce the ordinance through its Code Enforcement division, there could be significant costs for enforcement activities, however, net county cost is uncertain based on the availability of Corona Relief Funds (CARES Act) and/or other state and federal assistance that is currently available, or that may become available during the time this ordinance is in effect.

This ordinance could have an unknown, but possibly substantial, economic impact on employers located within the unincorporated County. The cost would depend on the extent to which employers have to implement specified practices over and above their current efforts to protect employees, and if they experience employees who test positive for COVID-19.

Attachment:

ORD – Sacramento County Worker Protection Act of 2020

**COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
MEETING DATE:**

TUESDAY, DECEMBER 8, 2020

NO MATERIAL

APPOINTMENTS

Assessment Appeals Board – David Gau

**Sacramento County Treasury Oversight Committee –
Angelica Hernandez**

**Sacramento Housing and Redevelopment Commission –
Gale Morgan**

**Vineyard Area Community Planning Advisory Council –
Emily Brantley**

**COUNTY OF SACRAMENTO
CALIFORNIA**

35

For the Agenda of:
December 8, 2020
Timed: 9:45 a.m.

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: Peter Beilenson, Director, Health Services

Subject: Introduce An Ordinance Adding Title 2 Of The Sacramento County Code Establishing County Health Authority To Expand Sacramento County's Oversight Over The Quality, Cost And Access To Medi-Cal Services In The County, Waive Full Reading, And Continue To December 15, 2020, For Adoption

District(s): All

RECOMMENDED ACTION

Introduce an ordinance adding Title 2 of the Sacramento County Code establishing County health authority to expand Sacramento County's oversight over the quality, cost and access to Medi-Cal services in the County, waive full reading, and continue to December 15, 2020, for adoption.

BACKGROUND

The Sacramento County Department of Health Services strongly supports this Ordinance. For over two decades, Medi-Cal in Sacramento has been run as part of the Geographic Managed Care (GMC) system. The GMC model allows the State Department of Health Care Services (DHCS) to contract with commercial Medi-Cal Managed Care Plans (MCPs) to provide services within a county for Medi-Cal beneficiaries. This system is currently utilized only by Sacramento and San Diego Counties. However, San Diego County has far more ability to hold the Medi-Cal Managed Care Organizations (MCOs) accountable in their GMC structure as a result of previous legislative language than does Sacramento County. Indeed, Sacramento County has virtually no power to hold MCOs in our jurisdiction accountable either in outcome and satisfaction metrics or contractually. This has resulted in a situation where four of the five participating MCOs in Sacramento are in the bottom quartile of all Medi-Cal MCOs statewide in terms of outcomes.

Introduce An Ordinance Adding Title 2 Of The Sacramento County Code Establishing County Health Authority To Expand Sacramento County's Oversight Over The Quality, Cost And Access To Medi-Cal Services In The County, Waive Full Reading, And Continue To December 15, 2020, For Adoption
Page 2

This Ordinance strengthens the County's position in the following ways: It establishes a Sacramento County Medi-Cal Oversight Authority, empowers the Authority to both hold MCOs accountable for achieving certain goals, and gives the County power to determine whether an MCO will be allowed to bid on future MCO procurements. By so doing, Medi-Cal MCOs will be required to remain engaged with the Sacramento County Oversight Authority and respond to any of its concerns. This oversight ability will most assuredly result in significant improvements in access to and quality of that care for the County's more than 420,000 Medi-Cal recipients.

The Board of Supervisors appoints the Commission governing body, including the Chairperson. Seventeen members are nominated by various stakeholders representing interests of the County, general public, beneficiaries, physicians, hospitals, clinics, and other non-physician health care providers. Additionally, one member must be a behavioral health services provider who serves Medi-Cal beneficiaries in the county. One member is the director of the Department of Health Services of the County or their designee. One member of the Board of Supervisors, by appointment from the Board's own ranks, also sits on the Commission.

Once the Authority is approved and the Chair appointed, others will be added to the Authority as described in the Ordinance and the Authority will begin its work in March, 2021.

FINANCIAL ANALYSIS

There would be minimal fiscal impact as a result of adopting the proposed ordinance, which will be absorbable within the DHS budget.

Attachment:

ORD – Title 2 Of The SCC Establishing County Health Authority To Expand Sacramento County's Oversight

SCC NO. _____

**AN ORDINANCE OF THE SACRAMENTO COUNTY CODE RELATING TO
SACRAMENTO COUNTY HEALTH AUTHORITY**

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

SECTION 1. Chapter 2.136, Sections 2.136.010 through 2.136.170, is added to
Title 2 of the Sacramento County Code to read as follows:

Chapter 2.136 SACRAMENTO COUNTY HEALTH AUTHORITY

2.136.010 Purpose

This ordinance establishes a public authority, known as the Sacramento County Health Authority Commission, in order to meet the problems of delivery of publicly assisted medical care in the County of Sacramento, and to demonstrate ways of promoting quality care and cost efficiency. Upon the establishment of the Health Authority, all of the rights, duties, privileges, and immunities vested in Sacramento County pursuant to Article 2.7 of Chapter 7 of Part 3 of Division 9 of the California Welfare and Institutions Code shall be vested in the Health Authority and shall continue to be so vested until Sacramento County formally terminates its participation in the Health Authority.

2.136.020 Definitions

- a. "Board" means the Board of Supervisors of the County of Sacramento.
- b. "Health Authority" means a separate public entity established under this Chapter.
- c. "Commission" means the Sacramento County Health Authority Commission, the governing body of the Health Authority.
- d. "Department" means the State Department of Health Care Services.

2.136.030 Membership of Health Authority Commission

- a. Each member of the Commission has the responsibility and duty to comply with applicable federal and state laws and regulations, to serve the public interest of Medi-Cal beneficiaries served by the Health Authority, and to ensure the operational well-being and fiscal solvency of the Health Authority. Members of the Commission shall further strive to improve health care quality, to better integrate the services of Medi-Cal managed care plans and behavioral health and oral health services, to promote prevention and wellness, to ensure the provision of cost-effective health and mental health care services, and to reduce health disparities. Members of the Commission shall be appointed by the Board of Supervisors to represent the interests of the County, the general public, beneficiaries, physicians, hospitals, clinics,

and other nonphysician health care providers. The commission shall be comprised of 20 voting members, and at least 2 nonvoting members.

b. The voting members shall consist of all of the following:

1. Five members shall be individuals who advocate on behalf or represent the interests of Medi-Cal beneficiaries in the county. Of the five members, at least one individual shall advocate on behalf of Medi-Cal beneficiaries for behavioral health services. The initial five members shall be nominated by the Board. Subsequent members shall be nominated by the Consumer Protection Advisory Committee established by the Health Authority.

2. Two members shall be individuals who are Medi-Cal beneficiaries in the county at the time they are nominated. The initial two members shall be nominated by the Board, and subsequent members shall be nominated by the Consumer Protection Advisory Committee established by the Health Authority.

3. Three members shall be representatives of nonprofit community health centers that operate in the county and serve Medi-Cal beneficiaries, and these members shall be nominated by the Central Valley Health Network, or its successor organization.

4. Four members shall be individuals who are nominated by the Hospital Council of Northern and Central California, or any successor organization, and represent hospital systems operating in the county. The Board shall appoint no more than one individual representing each hospital system.

5. Two members shall be physicians, nominated by the Sierra Sacramento Valley Medical Society, or any successor organization, who serve Medi-Cal beneficiaries in the county.

6. One member shall be a behavioral health services provider who serves Medi-Cal beneficiaries in the county.

7. One member shall be an individual nominated by the stakeholder advisory committee on oral health and dental services, established pursuant to Section 14089.08, who resides or is employed in the county.

8. A member of the Board, or his or her designee.

9. The director of the Department of Health Services of the County of Sacramento, or his or her designee.

10. Until the Health Authority implements any activity described in paragraph c under Section 2.136.110, Commission Duties, nonvoting members shall include at least two members, nominated by the Department of Health Services, who represent Medi-Cal managed care plans operating in the county and two individuals who represent independent physician practice associations operating in the county.

11. Upon the implementation of any activity described in paragraph c under Section 2.136.110, Commission Duties, the nonvoting members shall include at least two individuals, nominated by the Department of Health Services, who represent independent physician practice associations operating in the county.

c. The composition and nominating process of the Commission shall be subject to alteration taking into consideration the need for a broad representation of stakeholders, upon majority vote of the Board, by amendment of this ordinance.

2.136.040 Conflict of Interest

a. Notwithstanding any other law, a member of the Commission shall not be deemed to be interested in a contract entered into by the Health Authority within the meaning of Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code if the member is a Medi-Cal recipient or if all of the following apply:

1. The member was appointed to represent the interests of physicians, health care practitioners, hospitals, or other health care organizations.
2. The contract authorizes the member or the organization the member represents to provide Medi-Cal services in the county.
3. The contract contains substantially the same terms and conditions as contracts entered into with other individuals or organizations the member was appointed to represent.
4. The member does not influence nor attempt to influence the Commission or another member of the Commission to recommend that the Health Authority enter into the contract in which the member is interested.
5. The member discloses the interest to the Commission and abstains from voting on any recommendation on the contract.
6. The Commission notes the member's disclosure and abstention in its official records and authorizes the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote of the interested member.

b. All members of the Commission and any advisory committee shall comply with all State and County laws, ordinances and regulations relating to conflict of interest and are subject to the financial reporting requirements of the Political Reform Act.

2.136.050 Advisory Committees

a. The Commission shall establish advisory committees, which shall include an Executive Committee, a Consumer Protection Committee, and any other committee determined to be advisable by the Health Authority.

b. The Commission shall consult with, and receive input from, the Stakeholder Advisory Committee established pursuant to Section 14089.08 of the Welfare and Institutions Code on matters that may impact the oral health of Medi-Cal beneficiaries.

2.136.060 Chairperson

The Chair of the Commission shall be a member appointed by the Board of Supervisors. The Commission members shall annually elect a vice-chair who shall serve for a term of one year.

2.136.070 Compensation

Members of the Commission and its committees shall not be paid compensation for activities relating to their duties as members, but Commission members who are Medi-Cal recipients shall be reimbursed an appropriate amount to be determined and provided by the county for travel and childcare expenses incurred in performing their duties related to the Commission and those committees.

2.136.080 Terms of Office

a. Commission members shall serve for two years, subject to reappointment by the Board or nominating authority as specified in this Chapter, and until the appointment of his/her successor.

b. No member shall serve more than six consecutive years on the Commission, or until a replacement is appointed. However, a member may be reappointed, subject to the same limitation, if such member has not served within the two years prior to such reappointment.

c. The member appointed by the Board to serve as Chair shall serve in that capacity until there is reappointment by the Board.

2.136.090 Rules and Regulations

The Commission shall establish general procedures to carry out the purpose of the Health Authority, adopt bylaws, rules and regulations, prepare agendas, and maintain Commissions records, as it may deem necessary to facilitate the carrying on of duties. Such bylaws and rules and regulations shall become effective upon approval by a quorum of the Commission.

2.136.100 Minutes

Official minutes, recording motions entertained and actions taken at each meeting of the commission, shall be prepared and submitted to the clerk of the board.

2.136.110 Reports

a. On or before January 31 of each year, the Commission shall submit an annual report to the clerk of the Board. The report shall highlight the activities, accomplishments and future goals of the Health Authority.

b. The Board may request the Commission to submit progress reports and recommendations from time to time. The Commission shall respond to such requests within a reasonable period of time.

2.136.120 Quorum

A quorum for transaction of business shall be one-half of the appointed members. Action may be taken based on a majority vote of those members present and voting, provided that no action may be taken if less than a quorum is present. In the event of a tie vote, the Chairperson shall have an additional vote or the vice-chair if the Chairperson is not present.

2.136.130 Commission Duties

a. The Commission shall designate a number of Knox-Keene licensed health plans for purposes of the Medi-Cal managed care plan procurement under Section 14089 of the Welfare and Institutions Code for the County of Sacramento as specified under paragraph e., until the Health Authority implements a county-sponsored local initiative health plan as authorized by Section 14087.38 of the Welfare and Institutions Code as described in paragraph c.

b. The Commission shall meet with health plans that operate as Medi-Cal managed care plans in the county pursuant to Section 14089 of the Welfare and

Institutions Code to review and discuss strategies for improving quality, cost, and access of Medi-Cal services in the county, until the Health Authority implements any activity described in paragraph c.

c. Consistent with Section 14087.38 of the Welfare and Institutions Code, and upon approval of the Commission and the Board, the Commission may pursue either of the following activities:

1. The Commission may seek and obtain Knox-Keene health plan licensure in order to serve as the county-sponsored local initiative to contract with the Department to arrange for the provision of health care services to qualifying individuals, as authorized by Section 14087.3 of the Welfare and Institutions Code.

2. The Commission may negotiate and enter into a contract with a Knox-Keene licensed health plan to be the designated county-sponsored local initiative health plan for the purpose of contracting with the Department for the provision of health care services to qualifying individuals as authorized by Section 14087.3 of the Welfare and Institutions Code.

d. Upon the implementation of any activity described in paragraph c., the county may continue to administer its stakeholder advisory committee, as described under Section 14089.07 of the Welfare and Institutions Code.

e. For purposes of the designation of health plans pursuant to paragraph a., prior to procurement under Section 14089 of the Welfare and Institutions Code, the Commission shall meet with any health plans intending to contract as Medi-Cal managed care plans in the county.

f. Subsequent to meeting with all interested health plans, the Commission shall designate to the Department of Health Care Services at least two Knox-Keene licensed health plans for the Board's approval based on the criteria described in paragraph g.

g. Any criteria used by the Commission to determine the designation of health plans pursuant to paragraph a. shall not conflict with requirements for Medi-Cal managed care plans established by the Department, the Department of Managed Health Care, the federal Medicaid program, or state law, and shall conform with any guidance issued by the Board, which shall not conflict with federal or state guidance. Designation requirements imposed by the Health Authority shall further the goals and requirements of the Department of Health Care Services for procurement under Section 14089 of the Welfare and Institutions Code including, but not limited to, increased quality, access, network adequacy, reduction of health disparities, and integration of behavioral and oral health within the delivery of health care services in the Medi-Cal program.

2.136.140 Powers

a. All rights, powers, privileges and immunities previously vested in Sacramento County pursuant to Article 2.7 of Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code shall be vested in the Health Authority.

b. The Health Authority shall be an entity separate from the County of Sacramento and shall file the Statement of Fact for the Roster of Public Agencies required by Government Code Section 53051.

c. The Health Authority shall be a corporate public body, exercising public and essential governmental functions with all powers necessary and convenient to carry out the powers conferred upon it this chapter, including the power to contract for services.

d. The Health Authority shall have the power in its own name to do any of the following:

1. To contract for the services of planners, financial consultants, and other experts and, separate and apart therefrom, to employ such other persons as it deems necessary.

2. To sue and be sued in its own name.

3. To acquire, possess, and dispose of real or personal property, as necessary for the performance of its functions

4. To incur debts, liabilities or obligations subject to any limitations herein set forth.

5. To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States of America, or of the State of California necessary for the Authority's full exercise of its powers.

6. To perform all acts necessary and proper to carry out fully the purpose of this chapter.

7. Upon its creation, the Health Authority may borrow from the county, and the county may lend the Health Authority funds or issue revenue anticipation notes to obtain any necessary funds to commence operations.

8. The Health Authority shall be deemed a public agency that is a unit of local government for purposes of all grant programs and other funding and loan guarantee programs.

e. The Health Authority shall be considered a public entity for purposes of Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. The Health Authority, members of its Commission, and its employees, shall be protected by the immunities applicable to public entities and public employees governed by Part 1 (commencing with Section 810) and Part 2 (commencing with Section 814) of Division 3.6 of Title 1 of the Government Code, except as provided by any other statute or regulation that expressly applies to the Health Authority.

2.136.150 Liability of Authority

a. Any obligation or legal liability of the Health Authority, whether statutory, contractual or otherwise, shall be the obligation or liability solely of the Health Authority and shall not be the obligation or liability of the County of Sacramento.

b. All contracts, leases, or other agreements of any nature, including collective bargaining agreements, between the Health Authority and any party, except those with the County, shall contain the following statement: "The Health Authority is an independent legal entity, separate and apart from the County of Sacramento. The Health Authority has no power to bind the County to any contractual or legal obligations. Nor may the obligees of the Health Authority seek recourse against the County of Sacramento for any financial or legal obligation of the Health Authority."

c. Employees of the Health Authority shall not be employees of the County for any purpose.

d. Any obligation of the Health Authority, whether statutory, contractual, or otherwise, shall be the obligation solely of the Health Authority, and shall not be the obligation of the County.

e. The Health Authority shall maintain general liability insurance in an amount determined to be adequate by the County's Risk Manager and shall name the County as an additional insured.

f. The Health Authority shall indemnify, defend and hold harmless the County, its elected and appointed officers, employees and agents from and against any and all liability, including defense costs and legal fees, resulting from claims for damages of any nature whatsoever, including but not limited to personal injury or property damages arising from or connected with any act or omission of any officer, employee or agent of the Health Authority.

g. The Health Authority shall require all third parties with whom it contracts, other than the County of Sacramento, to indemnify the Health Authority, to provide the Health Authority with written acknowledgement of such indemnification and to maintain adequate levels of insurance naming the Health Authority as an additional insured.

2.136.160 Budget

Within 90 days after the establishment of the Health Authority, and thereafter prior to the commencement of each fiscal year, the Commission shall adopt a budget for the ensuing fiscal year. The Commission shall adopt its budget under the same laws, rules and policies that control the County budget process. Hearings on the Authority budget shall be conducted concurrently with hearings conducted in connection with the County budget.

2.136.170 Termination of Health Authority Commission

By repeal of this chapter, the Board of Supervisors may terminate the Commission. The termination shall comply with applicable provisions of Welfare and Institutions Code Section 14087.4.

SECTION 2. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on _____, and on _____, further reading was waived by the unanimous vote of the Supervisors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a

newspaper of general circulation published in the County of Sacramento.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this ____ day of _____ 202__, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

1972546

ITEM 34 BOS PUBLIC COMMENT 001

From: [Shanks, Stephanie](#)
To: [Clerk of the Board Public Email](#)
Subject: FW: Letter regarding Re-Bidding of the Geographic Managed Care Plans: AN:373819
Date: Monday, November 23, 2020 11:30:55 AM
Attachments: [gmc letter to beilenson nov 2020.docx](#)
[image001.png](#)

For the Record –

9:45 AM -- (30 min) Introduce An Ordinance Adding Title 2 Of The Sacramento County Code Establishing County Health Authority To Expand Sacramento County's Oversight Over The Quality, Cost And Access To Medi-Cal Services In The County, Waive Full Reading And Continue To December 15, 2020 For Adoption (Health Services)

Supervisorial District(s): All

Impact Area(s): Countywide



From: Bina Lefkovitz <blefkovitz@gmail.com>
Sent: Monday, November 23, 2020 7:34 AM
To: Beilenson. Peter
Cc: Gomez. Liz
Subject: Letter regarding Re-Bidding of the Geographic Managed Care Plans

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Nov 22, 2020

Dear Dr Beilenson

We, the Ad Hoc Mental Health Coalition, a group of 25 elected school board members and community advocates, are writing to ask you to consider strengthening accountability and oversight as you rebid the Geographic Managed Care contracts for Medi-Cal coverage in Sacramento County. About 60% of California's public-school students are enrolled in Medi-Cal – three quarters of whom are children of color. The California State Auditor has found that only 48% of children in Medi-Cal Managed Care Plans received their required annual check-ups in 2019.

As educators and community leaders, we know that students' mental and physical health are essential precursors to their academic and later economic success. Although Medi-Cal contracts with Managed Care Organizations (MCOs) for children's health care are worth \$4 to \$5 billion annually, MCOs have historically lacked the accountability and oversight needed to guarantee that all children consistently receive the most basic health care services. We are deeply concerned by how the lack of access to preventative care and treatment impacts the overall success of children in our classrooms.

We understand that the County will play a role in the decisions regarding the re-procurement of

Medi-Cal contracts this coming year. When considering what criteria should be included in the Request For Proposal, we urge you to consider the following:

- Require that Medi-Cal Managed Care Organizations have formal Memorandums of Understanding with school districts and the County Office of Education to ensure that children's needs are met. We know you are committed to school based mental health and understand the benefits of expanding health care and mental health services to students at schools. Requiring connections between the Medi-Cal contractors and our Local Education Agencies will leverage the work you are already doing around locating county funded mental health workers in our schools.
- Require in the RFP that MCOs implement Early and Periodic Screening for Behavioral Health conditions just as they would for any physical healthcare condition such as diabetes or cholesterol. Once screened, Managed Care Plans should provide services to support individuals in need of these services, including prevention and treatment and work with schools to coordinate these services in order to improve student's health. Research has shown the benefits of identifying and addressing mental health and health issues as early as possible. Not only does prevention save money downstream but can improve academic and life outcomes and address the disproportionate levels of black and brown students who are in special education, suspended for behavior issues and who are behind academically.
- Encourage MCOs to contract with schools, who have capacity and interest, to provide mental health and health services for students. We have seen successful models from other states where MCOs have developed referrals for children who come into the emergency rooms for conditions such as diabetes or asthma referred back to the school nurse for follow up and to ensure compliance with treatment. The RFP might reward MCOs who propose this arrangement
- Consider limiting the number of MCOs in the County so greater oversight might be achieved. MCOs might sub-contract with other plans but the actual contracts would decrease.

Thanks for the innovative work you are already doing with our schools. We believe the suggestions in this letter will increase access for our students to more mental health and health support. Please let us know how we can support you in achieving these changes in the upcoming RFP. For questions or follow up please contact blefkovitz@gmail.com, 916 213-9679.

Sincerely

The Ad Hoc Mental Health Coalition

--

My best to you!

Bina Lefkovitz

916 2139679

Nov 22, 2020

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We understand that the County will play a role in the decisions regarding the re-procurement of Medi-Cal contracts this coming year. When considering what criteria should be included in the Request For Proposal, we urge you to consider the following:

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- Consider limiting the number of MCOs in the County so greater oversight might be achieved. MCOs might sub-contract with other plans but the actual contracts would decrease.

Thanks for the innovative work you are already doing with our schools. We believe the suggestions in this letter will increase access for our students to more mental health and health support. Please let us know how we can support you in achieving these changes in the upcoming RFP. For questions or follow up please contact blefkovitz@gmail.com, 916 213-9679.

Sincerely

The Ad Hoc Mental Health Coalition

**COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
MEETING DATE:**

TUESDAY, DECEMBER 8, 2020

MATERIAL IS FORTHCOMING

**10:15 AM -- Report On COVID-19 Response And Approval Of Urgency Ordinance Allowing Enforcement Of The Public Health Order (Continued From November 17, 2020; Item No. 43) (Health Services)
Supervisorial District(s): All
Impact Area(s): Countywide**

-Blank-

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
November 17, 2020
Timed: 9:45 a.m.

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: Peter Beilenson, Director, Health Services
Marie Woodin, Director, Environmental Management

Subject: Report On COVID-19 Response And Approval Of Urgency Ordinance Allowing Enforcement Of The Public Health Order

District(s): All

RECOMMENDED ACTION

Approve the Urgency Ordinance adopting penalties for violations of Public Health Orders addressing the COVID-19 Pandemic. Four-fifths vote required.

BACKGROUND

At a national, state, and local level, the COVID-19 pandemic is a serious public health crisis. Over 242,000 Americans have died and millions are infected or recovering from infection, and the crisis is worsening.

Significant state and local government actions have been taken to address the pandemic and reduce its public health effects. Steps have been taken to close many businesses, schools, and organized activities long considered essential to everyday life in our community. In recent weeks, many businesses have reopened and activities have resumed under orders and other guidance issued by the California Department of Public Health, the State Public Health Officer, and the County Health Officer, defined collectively in Section 5, below, as "Public Health Orders." The vast majority of reopened businesses and activities are being conducted in compliance with applicable Public Health Orders, reducing the risk of COVID-19 spread. Unfortunately, Sacramento County, has moved back to the most widespread disease category of purple, which will impose greater restrictions on many businesses.

The purpose of this Urgency Ordinance is to address the small but increasing number of businesses and activities that are being conducted partly or entirely

in a manner that disregards Public Health Orders adopted in response to the COVID-19 pandemic. These violations present a serious and immediate risk to public health and safety, contributing greatly to the likelihood of a crisis that will cause many preventable illnesses and deaths. These violations also jeopardize local social and economic wellbeing, increasing the potential for renewed curtailment of business operations, school closures, and activity restrictions. This Urgency Ordinance provides a framework for addressing such violations by establishing an administrative enforcement strategy to complement other, existing means of enforcing Public Health Orders.

Administrative Citations; Penalties and Fees

- A. Issuance. An Enforcement Officer may issue a Citation to any Responsible Party violating any provision of this Ordinance. The Enforcement Officer may issue a Citation for a violation not committed in their presence if they determine through investigation, including but not limited to credible input from County staff, that the Responsible Party did commit or is otherwise responsible for the violation.
- B. Penalties. Penalties (fines) for Administrative Citations issued pursuant to this Ordinance shall be as follows:
 1. The civil penalty for each non-commercial violation shall be a fine not to exceed \$500. The minimum amount of any such fine shall be \$25.
 2. The civil penalty for each violation involving a commercial activity shall be a fine not to exceed \$10,000. The minimum amount of any such fine shall be \$250.
- C. Factors in Setting Amount. In determining the amount of a fine pursuant to subsection B, above, the Enforcement Officer shall consider:
 1. The gravity of the public health risk posed by the violation;
 2. Whether the Responsible Party has been previously counseled regarding the violation;
 3. For a violation arising from commercial activities, whether the violation is likely to result in increased revenue or avoided costs;
 4. Whether the violation is the subject of a prior Citation;
 5. Whether the Responsible Party is making good faith efforts to achieve and maintain compliance with Public Health Orders; and
 6. Any other matters relating to the nature, circumstances, extent, and gravity of the violation.

For a Citation that includes one or more violations arising from commercial activity, fines imposed for each day of violation shall automatically double, up to the maximum amounts set forth above.
- D. Grace Period. If a violation is capable of being cured (i.e., is an ongoing violation and the Responsible Party has the apparent ability to effect a

Report On COVID-19 Response And Approval Of Urgency Ordinance Allowing Enforcement Of The Public Health Order

Page 3

resolution), an Administrative Citation may include a grace period to cure the violation(s) and avoid the civil penalty set forth in the Citation. The grace period may range from 24-72 hours from the date of the Citation. In determining whether to provide a grace period and in determining the length of any grace period included in a Citation, the Enforcement Officer shall consider the same factors provided above in connection with setting a fine amount. All matters relating to grace periods are within the sole discretion of the Enforcement Officer and are not appealable.

Attachment:

ORD – Urgency Ordinance adopting penalties for violations of Public Health Orders addressing the COVID-19 Pandemic

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE SACRAMENTO COUNTY
BOARD OF SUPERVISORS ADOPTING PENALTIES FOR VIOLATIONS OF
PUBLIC HEALTH ORDERS ADDRESSING THE COVID-19 PANDEMIC**

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

SECTION 1. INTRODUCTION, PURPOSE AND DECLARATION OF URGENCY.

At a national, state, and local level, the COVID-19 pandemic is a serious public health crisis. Over 242,000 Americans have died and millions are infected or recovering from infection, and the crisis is worsening. Statistics within California and Sacramento County are also sobering. As of November 12, 2020:

- Nearly one million Californians have been confirmed to be infected with COVID-19 and over 18,000 have died.
- 29,510 confirmed cases of COVID-19 were reported in Sacramento County.
- 517 people in Sacramento County have died of COVID-19.
- Sacramento County experienced a sharp increase in cases during the week ending on November 7 with 1,917 new cases, a 74.0% increase compared to the previous week and a 207.2% increase over the week four weeks prior.
- Hospitalizations due to COVID-19 in Sacramento County have increased by 80.0% since November 1.
- Sacramento County added 496 new COVID-19 cases on November 12, 2020, the highest single day total since the pandemic began.

Significant state and local government actions have been taken to address the pandemic and reduce its public health effects. Section 2 (Legal Background and Findings), below, summarizes these actions, including steps taken to close many businesses, schools, and organized activities long considered essential to everyday life in our community. In recent weeks, many businesses have reopened and activities have resumed under orders and other guidance issued by the California Department of Public Health, the State Public Health Officer, and the County Health Officer, defined

collectively in Section 5, below, as “Public Health Orders.” The vast majority of reopened businesses and activities are being conducted in compliance with applicable Public Health Orders, reducing the risk of COVID-19 spread.

The purpose of this Urgency Ordinance is to address the small but increasing number of businesses and activities that are being conducted partly or entirely in a manner that disregards Public Health Orders adopted in response to the COVID-19 pandemic. These violations present a serious and immediate risk to public health and safety, contributing greatly to the likelihood of a crisis that will cause many preventable illnesses and deaths. These violations also jeopardize local social and economic wellbeing, increasing the potential for renewed curtailment of business operations, school closures, and activity restrictions. This Urgency Ordinance provides a framework for addressing such violations by establishing an administrative enforcement strategy to complement other, existing means of enforcing Public Health Orders.

SECTION 2. LEGAL BACKGROUND AND FINDINGS.

On March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency in the State of California related to the COVID-19 pandemic. The County Health Officer proclaimed a local health emergency related to the COVID-19 on March 5, 2020. The County Chief of Emergency Services proclaimed the existence of a local emergency related to COVID-19 on March 5, 2020. The Board of Supervisors ratified these proclamations on March 10, 2020.

In light of the COVID-19 pandemic and Governor Newsom's state of emergency proclamation, on March 12, 2020, the Governor issued Executive Order N-25-20, ordering residents to heed any order by local public health officials, “including but not limited to the imposition of social distancing measures, to control the spread of COVID-

19.” A violation of the Governor’s Executive Order N-25-20 is a misdemeanor pursuant to California Government Code section 8665. Further, a violation of the County Health Officer’s orders adopted to control the spread of COVID-19 is a violation of the Governor’s Executive Order N-25-20.

Health and Safety Code sections 120275 and 120295 make it a misdemeanor to violate certain sections of the Health and Safety Code, including those requiring individuals to comply with health orders to facilitate isolation. Government Code section 25132 makes it a misdemeanor to violate any County ordinance unless by ordinance it is made an infraction. Finally, as set forth in Section 1, above, Government Code section 53069.4 authorizes the Board of Supervisors to set administrative penalties for violation of any County ordinance, and Government Code section 8634 authorizes the County to adopt orders and regulations (which this Ordinance and all Public Health Orders shall constitute) that apply during a local emergency, including within incorporated areas.

In support of the adoption of this Urgency Ordinance, the Board of Supervisors finds as follows:

- A. The facts set forth in Section 1, above, are true and correct.
- B. Violations of Public Health Orders adopted to control of the spread of COVID-19 present an immediate threat to the public health and safety. Consistent with Government Code section 25123(d), the Board finds that such violations increase the likelihood that the COVID-19 virus will spread throughout the County and overwhelm our health care systems, cause preventable illnesses and deaths, and inflict other significant harms—including economic and social effects—on our community.
- C. Immediate enforcement of Public Health Orders is necessary to ensure

their consistent, effective implementation and to achieve their intended purposes, including controlling the spread of COVID-19 in Sacramento County.

D. Existing strategies for enforcing Public Health Orders include misdemeanor citations and prosecution, civil actions to obtain injunctive relief, code enforcement actions under existing authorities, business license suspension or cancellation, and a variety of other approaches. These approaches are not sufficient to deter violations.

E. Government Code section 8634 authorizes the County to promulgate rules and regulations in the event of a declared state of emergency. Such rules and regulations may apply throughout the County, including within incorporated as well as unincorporated territory. Government Code section 53069.4 authorizes the Board of Supervisors to set administrative penalties for violation of any County ordinance.

F. Administrative penalties will provide an alternative enforcement mechanism to augment the County's ability to combat the negative effects of the COVID-19 pandemic. In particular, administrative penalties deter violations of public health orders and other binding, enforceable mandates adopted in connection with the COVID-19 pandemic. Administrative penalties could also provide relief to law enforcement, enabling additional County staff to assist with enforcing Public Health Orders and enhancing the County's ability to control the spread of COVID-19.

G. In some circumstances, Public Health Order violations demand a substantial penalty to provide an effective and significant deterrent. Administrative penalties must be—where necessary and appropriate—significant enough to ensure they cannot be dismissed as “the cost of doing business.”

H. Government Code section 25131 expressly authorizes the Board of

Supervisors to adopt an urgency ordinance immediately upon its introduction. The Board finds that, as set forth herein, the facts and circumstances support adoption of this Ordinance on an urgency basis. The Board further finds that this Ordinance should apply within both unincorporated and incorporated areas to provide the County with broad authority to address violations of Public Health Orders that contribute to the spread of COVID-19 in our communities.

SECTION 3. CITATION.

This Ordinance may be referred to as the “COVID-19 Penalty Ordinance.”

SECTION 4. DEFINITIONS.

- A. “Board” means the Sacramento County Board of Supervisors.
- B. “Citation” or “Administrative Citation” means a citation issued pursuant to this Ordinance.
- C. “County” means the County of Sacramento.
- D. “Days” means calendar days.
- E. “Enforcement Officer” means any peace officer, the County Health Officer and anyone designated by the Health Officer, the Director of Emergency Services and anyone designated by the Director, any Code Enforcement Officer from the Division of Code Enforcement in the Office of Development and Code Services, the Environmental Health Director and anyone designated by the Director, and anyone identified by resolution of the Board.
- F. “Hearing Officer” means any person appointed to conduct any hearing or proceeding under the provisions of this Ordinance, unless otherwise specified, including, without limitation, the administration of oaths, the issuance of subpoenas, the receipt of evidence, and the entry of findings of fact and law.

G. "Public Health Order(s)" shall have the meaning set forth in Section 5, below.

H. "Responsible Party" means an individual or legal entity, or the agent or legal guardian of such individual or entity, whose action or failure to act violated a Public Health Order. This term specifically means and includes any of the following:

1) Any person or entity that causes, maintains, permits, or allows a violation of this Ordinance.

2) Any person or entity that owns, possesses, or controls any parcel of real property in the County upon which a violation of this Ordinance is maintained.

3) Any trustee of any trust that holds legal title to any parcel of real property in the County upon which a violation of this Ordinance is maintained.

4) Any person or entity that owns, possesses, operates, manages, or controls any business within the County that is responsible for causing or maintaining a violation of this Ordinance.

SECTION 5. ADOPTION OF PUBLIC HEALTH ORDERS AS COUNTY LAW.

All of the following are hereby incorporated by reference into this Ordinance and shall constitute "Public Health Orders," as that term is used herein:

1) County Health Officer orders relating to the COVID-19 pandemic, including those now in existence and any that later come into existence, and including all materials expressly incorporated by reference into such orders;

2) All orders of the State Public Health Officer, state guidance documents issued for businesses and activities that have been adopted or approved by the County Health Officer, as well as any state guidance and directives posted on [covid19.ca.gov](https://www.covid19.ca.gov) that are described as mandatory, binding, or otherwise presented as enforceable

obligations;

3) Any site-specific protocol (including but not limited to a completed Social Distancing Protocol Worksheet) completed as required by state and local requirements. The failure to post such protocol in violation of any of the foregoing requirements shall also be a violation of this Ordinance.

All Public Health Orders are hereby deemed orders and regulations of the Board of Supervisors pursuant to Government Code section 8634, shall constitute the law of the County within both unincorporated and incorporated areas, and are determined to be necessary for the protection of life and property during the local emergency declared in connection with the COVID-19 pandemic. Any violation of a Public Health Order shall constitute an immediate danger to public health and safety pursuant to Government Code section 53069.4 and shall constitute a public nuisance. Nothing in this Ordinance shall be interpreted to make any conduct that does not violate a Public Health Order a violation of this Ordinance.

SECTION 6. VIOLATION AND ENFORCEMENT.

A. Citations; Each Day a Separate Violation. This Ordinance may be enforced at any location within the County by an Enforcement Officer through the issuance of an Administrative Citation with penalties, as described more fully in Section 8, below. Each and every day, or portion thereof, that a violation of this Ordinance exists constitutes a separate and distinct offense.

B. Powers of Enforcement Officer. As set forth more fully in Section 8, below, the Enforcement Officer shall have the authority and powers necessary to determine whether a violation exists and take appropriate action to gain compliance with the law and abate any violation. The Enforcement Officer shall further have authority to

issue Administrative Citations and any other notices and orders necessary to obtain compliance and cost recovery, as well as the power to inspect public and private property as provided by law, impose fines and fees, and use the administrative remedies that are available under state law, this Ordinance, and other applicable provisions of the Sacramento County Code.

C. Obstruction. In addition, every person who willfully resists, delays, or obstructs any Enforcement Officer or Hearing Officer in the discharge or attempt to discharge any duty of their office or employment in connection with this Ordinance shall be guilty of a misdemeanor, punished by a fine not exceeding \$1,000, or by imprisonment in a County jail not to exceed one year, or by both that fine and imprisonment.

D. False Statements. Further, every person who willfully states anything which that person knows to be false in any oral or written statement to an Enforcement Officer or Hearing Officer regarding the subject of an investigation, Citation, or hearing occurring pursuant to this Ordinance shall be guilty of a misdemeanor, punished by a fine not exceeding \$1,000, or by imprisonment in a County jail not to exceed one year, or by both that fine and imprisonment.

E. Litigation Authority. The Office of the County Counsel is hereby authorized to file a civil action on behalf of the County to enjoin any violation(s) of this Ordinance and to obtain other appropriate relief needed to cease and abate such violations, as well as to recover all associated County costs, attorneys' fees, and any fines or penalties imposed. No further Board authority or permission to initiate litigation is required to enforce violations of this Ordinance.

SECTION 7. NONEXCLUSIVITY AND ELECTION OF PROCEEDINGS.

A. This Ordinance provides for enforcement proceedings that are supplemental to all other enforcement proceedings authorized by local, state or federal law, whether administrative, civil or criminal in nature. Any election to proceed under this Ordinance and shall be without prejudice to the County choosing to also proceed simultaneously or subsequently by pursuing different or additional means of enforcing the same violation. Election to issue a Citation or take any other action authorized by this Ordinance shall be at the sole discretion of the Enforcement Officer, and nothing in this Ordinance shall be interpreted to mandate that an Enforcement Officer take certain steps in response to potential violations of Public Health Orders or to preclude and Enforcement Officer from engaging informal oral or written requests to gain compliance.

B. Nothing in this Ordinance alters or diminishes the authority of the Sheriff, local police departments, the County Counsel, or the District Attorney to address any such violations. Further, nothing in this Ordinance or decisions made hereunder, including decisions not to take an enforcement action authorized in this Ordinance, shall create any liability for the County or the Enforcement Officer.

SECTION 8. ADMINISTRATIVE CITATIONS; PENALTIES AND FEES.

A. Issuance. An Enforcement Officer may issue a Citation to any Responsible Party violating any provision of this Ordinance. The Enforcement Officer may issue a Citation for a violation not committed in their presence if they determine through investigation, including but not limited to credible input from County staff, that the Responsible Party did commit or is otherwise responsible for the violation.

B. Penalties. Penalties (fines) for Administrative Citations issued pursuant to this Ordinance shall be as follows:

1) The civil penalty for each non-commercial violation shall be a fine not to exceed \$500. The minimum amount of any such fine shall be \$25.

2) The civil penalty for each violation involving a commercial activity shall be a fine not to exceed \$10,000. The minimum amount of any such fine shall be \$250.

C. Factors in Setting Amount. In determining the amount of a fine pursuant to subsection B, above, the Enforcement Officer shall consider:

- 1) The gravity of the public health risk posed by the violation;
- 2) Whether the Responsible Party has been previously counseled regarding the violation;
- 3) For a violation arising from commercial activities, whether the violation is likely to result in increased revenue or avoided costs;
- 4) Whether the violation is the subject of a prior Citation;
- 5) Whether the Responsible Party is making good faith efforts to achieve and maintain compliance with Public Health Orders; and
- 6) Any other matters relating to the nature, circumstances, extent, and gravity of the violation.

For a Citation that includes one or more violations arising from commercial activity, fines imposed for each day of violation shall automatically double, up to the maximum amounts set forth above.

D. Grace Period. If a violation is capable of being cured (i.e., is an ongoing violation and the Responsible Party has the apparent ability to effect a resolution), an Administrative Citation may include a grace period to cure the violation(s) and avoid the civil penalty set forth in the Citation. The grace period may range from 24-72 hours from the date of the Citation. In determining whether to provide a grace period and in

determining the length of any grace period included in a Citation, the Enforcement Officer shall consider the same factors provided above in connection with setting a fine amount. All matters relating to grace periods are within the sole discretion of the Enforcement Officer and are not appealable.

E. Compliance Reporting Following Grace Period. The Responsible Party must cure each cited violation and must report to the Enforcement Officer when each cited violation is cured prior to expiration of the grace period. Each such report must include the Responsible Party's contact information and availability information sufficient to ensure the Enforcement Officer can verify compliance within 72 hours of the date of cure.

F. Payment of Administrative Fines. All fines and fees shall be payable to the County in accordance with the procedures specified in this Ordinance, unless otherwise directed in the Citation. Fines shall be paid to the County within 30 days from the date of service of the Administrative Citation, unless an appeal is properly requested. If an appeal is properly requested and the fine is upheld or reduced at that administrative hearing, then the confirmed fine amount shall be paid to the County within 30 days from the date of service of the decision. Payment of the fines and fees shall not excuse the failure to correct the violation or bar further enforcement action by the County.

G. Administrative Fees. The County may adopt one or more administrative fees to recover the costs associated with the issuance, enforcement, processing, and collection of Administrative Citations. The administrative fees shall be established by resolution of the Board. The administrative fees shall be assessed on each Administrative Citation and collected in the same manner and at the same time as the

civil penalty; however, the administrative fees shall be assessed only once per Administrative Citation.

H. Late Fee; Collection Costs. Any person who fails to pay any fine or administrative fee imposed pursuant to the provisions of this Ordinance shall be liable for the payment of a late fee. The late fee shall be in an amount established by resolution of the Board. In addition to the administrative fee and late fee, the County is entitled to recover all costs, expenses, fees, and attorneys' fees associated with collecting upon any administrative fines, fees, or costs authorized by this Ordinance.

SECTION 9. CONTENTS OF AN ADMINISTRATIVE CITATION; SERVICE.

A. Contents. Each Citation issued under this Ordinance shall contain:

- 1) The date of the violation.
- 2) The name of the Responsible Party being cited.
- 3) The address or a description of the location where the violation occurred.
- 4) Identification and a brief description of the Public Health Order(s)

requirements violated by the Responsible Party.

5) The grace period (if any) to cure each cited violation in order to avoid a fine, along with an order that the Responsible Party report to the Enforcement Officer when each cited violation is cured, along with the Responsible Party's contact information, in order for the Officer to verify compliance promptly after the correction.

6) The amount of the fine for each cited violation that will be imposed if the cited Violation is not cured within the grace period (if any). If there is no Grace Period, the fine shall be immediately imposed.

7) The amount of all other fees and charges authorized by this Ordinance.

8) A brief statement that the violation determination and/or fine amount may

be appealed, as follows:

To Appeal this Citation: The violation(s) identified in this Citation and the amount of fine imposed (if \$1000 or greater) may be appealed within ten calendar days of service of the Citation by providing the Clerk of the Board of Supervisors (700 H St. Sacramento CA) with a request in writing for an appeal. The request shall be entitled “REQUEST FOR APPEAL OF ADMINISTRATIVE CITATION” and must set forth the factual and/or legal basis for the appeal in detail sufficient to apprise the County of the nature of the appeal and general objections and arguments to be raised by the Responsible Party. All appeal requests shall include a deposit of \$750 toward the costs of a hearing officer unless you include a request for waiver of the deposit concurrently with filing the appeal. The Clerk of the Board may grant the waiver request if you provide sufficient evidence of an inability to pay. If your request is denied, you must provide the deposit within five calendar days or the appeal shall be deemed withdrawn. Any appeal that does not meet all of these requirements will be rejected following review by the Office of the County Counsel.

If you do not prevail on the appeal, the hearing officer will require you to reimburse all hearing costs incurred by the County, including the hearing officer's fees and charges.

9) A brief description of the fine payment process, including the 30-day timeframe to pay the fine and other fees and charges, the late fee for failure to pay on time, and that unpaid amounts may become a lien and special assessment against the real property where the violation occurred.

10) The name and signature of the citing Enforcement Officer and appropriate contact information.

B. Service. Service of a Citation may occur by any of the following methods:

1) Personal service upon the owner or other Responsible Party.

2) First-class or certified mail to a Responsible Party's business address, or last known personal address using data from the last equalized assessment roll or other reliable information available to the Enforcement Officer.

3) For violations involving the use of real property owned or leased by a Responsible Party, by posting the notice in a conspicuous place at the property entrance.

4) For any Responsible Party registered with the Secretary of State, by certified mail to that party's agent for service of process at the address registered with the Secretary of State, or as otherwise permitted by law. For any such party required to register with the Secretary of State that has not designated an agent for service of process with the Secretary of State, then a notice may be served on that party by certified mail to the Secretary of State.

5) By e-mail when an email address is provided by that party.

6) In any other manner reasonably calculated to effectuate notice. Service by posting shall be deemed effective at the time of posting. Service by mail or e-mail shall be deemed effective upon deposit in the mail or transmission of the e-mail. The failure of any Responsible Party to receive any Citation served in accordance with this Section shall not affect the validity of the Citation nor any subsequent proceeding or action relating to the Citation or the violation(s) identified therein.

SECTION 10. ADMINISTRATIVE APPEALS.

A. To hear appeals of Administrative Citations issued pursuant to this Ordinance, the Board of Supervisors authorizes the use of a hearing officer appointed

pursuant to Sacramento County Code section 16.18.204.

B. Upon receipt of the written appeal, the matter shall be set for a hearing before the hearing officer. The hearing will be conducted remotely using video technology, such as WebEx or ZOOM, unless the parties otherwise mutually agree to an in-person hearing with the concurrence of the hearing officer.

C. Unless a hearing is waived by the County and the Responsible Party (appellant) in favor of a determination based upon written filings, including arguments and supporting evidence in the form of declaration testimony and other competent evidence, the hearing officer shall hold an de novo administrative hearing to determine whether the conditions described in the Citation constitute a violation under this Ordinance and to review and decide any other matters properly appealed by the appellant. The hearing may be continued from time to time for good cause.

D. The appellant shall be given an opportunity at the hearing to present and elicit testimony (including by cross-examination) and other evidence regarding matters properly appealed, including the existence of one or more violations and the administrative penalty amount (if \$1,000 or greater). Failure of the appellant(s) to appear and present evidence at the hearing shall be deemed a withdrawal of the request for hearing and shall constitute a failure to exhaust administrative remedies.

E. The appellant may choose to be represented by an attorney; however, formal rules of evidence or procedure shall not apply, including rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The

hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will require an undue amount of time.

F. The standard of proof shall be a preponderance of the evidence and the County bears the burden of proof to establish the existence of the violation, if placed in dispute by the notice of appeal. The burden of proof on all other matters shall be borne by the appellant.

G. The hearing shall be conducted in the English language. The proponent of any testimony by a witness who does not proficiently speak the English language shall provide an interpreter certified by the state or Sacramento County Superior Court at its sole cost.

H. After the hearing, the hearing officer shall render his or her written decision affirming, reversing or modifying the determination that one or more violations occurred. If the violation is affirmed, the decision shall include a statement that the County is entitled to recover administrative penalties and any other fees, charges, or costs authorized by this Ordinance and included in the Citation. The hearing officer may also reduce the amount of the administrative penalty if warranted, taking into consideration all evidence provided by the appellant (and any responsive evidence adduced by the County) in connection with the factors set forth in Section 8, above.

I. A copy of the decision shall be served on the parties and shall be final and conclusive when signed by the hearing officer and served upon the County Counsel and the appellant. For service upon the appellant, the hearing officer shall effect service in the manner requested by the appellant or, if no manner of service is provided, pursuant to the service methods in Section 9, above, with the assistance of the County if desired.

J. Payment of all fines, fees, charges, and costs specified in the hearing

officer's decision shall be made to the County within 30 calendar days of service of the decision, unless timely appealed to the Superior Court. Any Responsible Party aggrieved by the decision of a Hearing Officer may obtain further review by filing appropriate materials with the Sacramento County Superior Court in accordance with the timelines and provisions as set forth in California Government Code section 53069.4. The Hearing Officer's decision shall constitute the final administrative order or decision of the County pursuant to Section 53069.4.

K. Excepting the \$750 deposit required at the time an appeal is filed, hearing officer fees and costs shall be advanced by the County. If the violation is affirmed, the hearing officer shall award the County reimbursement of all hearing expenses borne by the County, including the Hearing Officer's compensation. If the Enforcement Action is only partially upheld and/or if the fine amount is reduced, the Hearing Officer may proportionately reduce the County's reimbursement of hearing expenses in his or her sole discretion. If the Enforcement Action is dismissed entirely, then the County shall bear the hearing costs and reimburse any deposit provided by the appellant.

L. The appellant may settle any appeal with the Office of the County Counsel at any time for good cause, without the need for approval by the Board of Supervisors. The County Counsel shall consult with the County Administrator and County Health Officer, or their designees, prior to entering into any settlement. The terms of all such settlements shall be publicly disclosed upon request.

SECTION 11. CONFIDENTIALITY OF COMPLAINTS.

The County shall take all reasonable steps to ensure that the identity and personal information of any person making a complaint to the County concerning a violation of this Ordinance shall remain confidential. It is declared and found by the

Board that the public interest served by encouraging complaints to the County without fear of retribution clearly outweighs the public interest served by disclosure of the complainant's identity and information.

SECTION 12. REAL PROPERTY LIENS.

All violations of this Ordinance constitute a public nuisance and associated enforcement costs are considered costs of abatement. All unpaid abatement costs may be secured by a nuisance abatement lien recorded on title to the property where the violation occurred. All steps taken to impose a lien shall comply with applicable requirements of state law.

SECTION 13. SEVERABILITY.

The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be unconstitutional or invalid, the Board declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be unconstitutional or invalid. Such unconstitutionality or invalidity shall therefore not affect the remaining provisions of this Ordinance, or the validity of its application to other persons or circumstances.

SECTION 14. EFFECTIVE DATE AND PUBLICATION.

This Ordinance shall take effect immediately as an urgency ordinance upon its passage by a 4/5 or greater vote of the Board of Supervisors. A fair and accurate summary of this Ordinance shall be published once within 15 days of its passage or as may otherwise be required by state law.

This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on _____ and on _____ further reading was waived by the unanimous vote of the Supervisors present.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this ____ day of _____ 2020, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisor

1997998

ITEM 43 BOS PUBLIC COMMENT 001

From: [Gabrielle Ingram](#)
To: [Frost. Supervisor](#); [Supervisor Serna](#); [Kennedy. Supervisor](#); [Nottoli. Don](#); [Susan Peters](#); [Kasirye. Olivia](#)
Cc: [Clerk of the Board Public Email](#)
Subject: Questions asked at Tuesday BOS meeting
Date: Friday, November 6, 2020 7:14:14 AM
Attachments: [The Folly of NewCases Oct 12, 2020 \(1\).pdf](#)
[Was the Covid-19 Test Meant to Detect a Virus_Celkia Farber April 7 2020.pdf](#)
[Dr. Reiner Fuellmich Crimes Against Humanity oct 3, 2020.pdf](#)

Hello,

To follow-up on the questions asked in the Tuesday, November 3rd call:

I'm calling for immediate burden of proof for using the emergency powers. Because you have not given access to the meetings and we cannot have discourse, I will follow-up with you by email and expect this data to be presented at the next meeting if not sooner. On public record, these were the questions I had:

- How much money exactly is going towards funding testing and the use of this bogus PCR test? Bogus based on scientific reviews: see the documents attached.
- What are the numbers on suicides and suicide watch in the county?
- How many elders are in nursing home facilities that no one can access, that cannot see their loved ones? Prisoners are being released while elders are being held prisoner. It defies all logic and ethics.
- How many businesses have closed? Done and gone for good?

Thank you,

Gabrielle Ingram, District 2

By Greg Nigh, ND, Lac

October 12, 2020

In June of 1944 Operation Titanic had 10 soldiers of the Allied Air Service parachute over the French countryside along with 500 "ruperts." Ruperts were dummies, fabric stuffed with straw and sand tossed from the airplanes along with the soldiers. They were equipped with incendiary devices so that, upon impact, they ignited, leaving no trace that they were decoys.

It gave the illusion of an invasion far from where the actual invasion was taking place, which was Normandy. The Germans were duly deceived, diverted their resources, and this deception was decisive in making the Normandy invasion ultimately successful.

Intentional deceptions such as this have been part and parcel to warfare for centuries. These deceptions have often been the deciding factor in determining the outcome of battle.

The war against [Covid-19](#) is no exception. Language around Covid-19 is infused with war metaphors. Time Magazine explains to us "[Why the U.S. Is Losing the War on COVID-19](#)," while the NYTimes followed up to tell us "[How America Lost the War on Covid-19](#)." In this war, as with Vietnam, we have two related "body counts" to help us understand just how badly we are losing to this viral enemy.

The first count is the cumulative deaths caused by Covid-19. The US recently crossed the "grim mile mark" of 200,000 deaths due to the disease. It is a tragic number of deaths, to be sure. But we can also be sure that, as an infectious disease, the cumulative number of deaths will certainly continue to rise into the indefinite future. No one knows what the efficacy will be of any future [vaccine](#), but Dr. Fauci is [hoping for at least 75%](#). In any case, there will always be unfortunate deaths to add to the cumulative death number. All infectious diseases, and in fact *all* potentially fatal diseases, are the same in this regard.

No one is anticipating complete eradication of Covid-19. This disease is expected to reach a background level, still infectious and occasionally deadly, but not epidemic. Cumulative deaths will continue to rise. The media will surely continue to toll that ominous bell because it carries the gravity of the situation like no other statistic.

The second count used by the media daily is "new cases." These new cases are telling us just how rapidly this virus is disseminating through the population and is used as what we can expect as a surrogate marker for future deaths. Slowing the rise of new cases and squashing any "hotspots" and "outbreaks" of new case clusters is a prime motive behind essentially all social measures, e.g. mask mandates, social distancing, and business closures. For this reason, it is essential that we understand what a new case

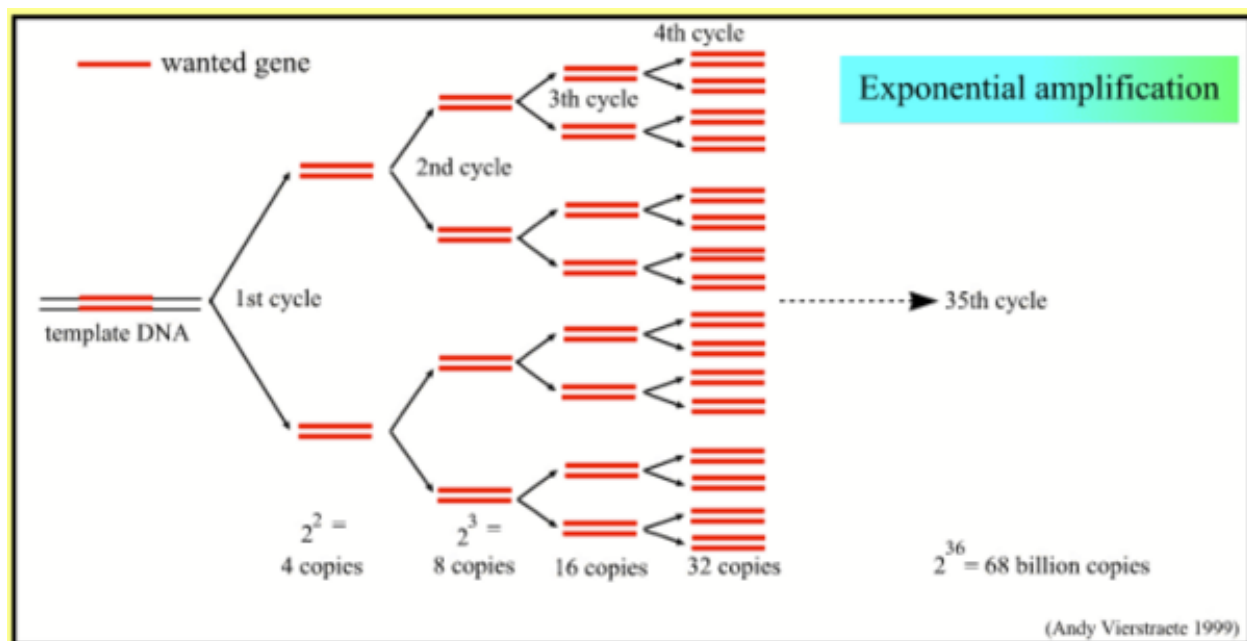
By Greg Nigh, ND, Lac

October 12, 2020

actually indicates. And to understand that, we first have to examine polymerase chain reaction (PCR), the laboratory technique used to diagnose a case.

PCR: The Basics

PCR is a technique for exponentially multiplying ("amplifying") small pieces of DNA. DNA, recall, is made of a sequence of nucleotides that line up like beads on a string. PCR uses small, synthetic nucleotide strips called "primers" that bind to the target DNA, the piece to be amplified. These primers come in pairs and bind at pre-chosen regions on the target DNA at two locations that are relatively close to each other. The process of PCR is to replicate the strip of DNA between the two bound primers so that one initial copy becomes two. Run it through another cycle and the two copies become four. And so on.



Source: <https://users.ugent.be/~avierstr/principles/pcr.html>

SARS-CoV-2 is an RNA virus, not a DNA virus. To perform PCR on this virus it first has to be converted from a strand of RNA to a strand of DNA, a process called "reverse transcription." The technique is thus abbreviated rtPCR.

Let's say we don't know if there is any target SARS-CoV-2 DNA in our sample of blood or, with Covid-19 testing, the sample is from a nasal swab. We place the swabbed sample in a solution, then we add the primers to that solution. If there is no target DNA in the sample, then it doesn't bind to

anything. Run through 40 cycles and there will still be no "signal" indicating that target DNA got amplified. That test is designated "negative."

On the next sample suppose there is target DNA on the swab and so in the solution. Primers are added and bind to the target. Cycle, cycle, cycle 40 times. The signal appears, indicating that the target DNA was present in the sample all along. That sample has tested positive for Covid-19. Is the person infected with the virus? That is, after all, the important question we need to have answered.

PCR cannot possibly answer that question.

The full *infectious* genome of SARS-CoV-2 is [approximately 30,000 nucleotides in length](#). If it is cut in half, for example, neither half will be able to carry out an infection. Only the full intact genome can carry out an infection. But when PCR is run, the target it seeks to amplify is not the full length of viral DNA. In fact it is not half or a quarter of the full DNA.

"Expected amplicon sizes of CDC assays are 72 bp, 67 bp, and 72 bp in length by the N1, N2, and N3, respectively." [\[1\]](#).

N1, N2, and N3 indicate three different regions of the N gene, which the CDC picked as targets for PCR. It is noteworthy that the N1 and N2 targets are considered unique to SARS-CoV-2. The N3 target was intentionally picked because it is not unique to SARS-CoV-2, but "was designed to universally detect all currently recognized clade 2 and 3 viruses within the subgenus *Sarbecovirus*, including SARS-CoV-2, SARS-CoV, and bat- and civet-SARS-like CoVs." [\[2\]](#)

Amplicon sizes of 72, 67, and 72 tells us that, when PCR is run according to CDC specifications, the three target DNA sequences are 72 nucleotides ("base pairs;" bp), 67 nucleotides, and 72 nucleotides. In other words, each target represents approximately 0.2% of the full viral genome, and adding up all three targets still represents just 0.7% of the full genome. If these three targets are found, how confident can we be that the other 99.3% of the genome needed to be an infectious viral particle is also present?

Apparently, not very.

The Center for Evidence-Based Medicine at Oxford University [recently reviewed](#) the evidence that a positive PCR test correlates to presence of infectious virus in the individual testing positive. Their conclusion was not encouraging:

By Greg Nigh, ND, Lac

October 12, 2020

"These studies provided limited data of variable quality that PCR results per se are unlikely to predict viral culture [i.e. infectious particles] from human samples. Insufficient attention may have been paid how PCR results relate to disease. The relation with infectiousness is unclear and more data are needed on this."

[A more recent study](#) confirmed the lack of correlation between infectious viral particles and PCR positivity. The study was to determine the extent to which ultraviolet irradiation of infectious viral particles impaired their ability to infect cells. Infectious viral particles of a known quantity were irradiated for different lengths of time. After each exposure two tests were run on those viral particles: one was a direct measure of how many infectious particles remained. The second was PCR to quantify how many "targets" were found in the sample.

Table 1 from that article has the telling data:

Table 1
Efficacy of 222-nm UVC light (0.1 mW/cm²) on reducing viable SARS-CoV-2

	UVC irradiation time				
	Control	10 seconds	30 seconds	60 seconds	300 seconds
Mean viable SARS-CoV-2 (TTC ₅₀ /mL) (SD)	2.05 ± 1.21 × 10 ⁶	2.34 ± 0.86 × 10 ³	6.32 ± 0.0 × 10 ¹	6.32 ± 0.0 × 10 ¹	6.32 ± 0.0 × 10 ¹
Log reduction		0.94	2.51	2.51	2.51
Mean SARS-CoV-2 RNA* (copies/test) (SD)	2.12 ± 0.27 × 10 ⁷	5.75 ± 0.82 × 10 ⁷	3.41 ± 1.08 × 10 ⁷	2.95 ± 0.41 × 10 ⁷	3.03 ± 1.73 × 10 ⁷

SARS-CoV-2, severe acute respiratory syndrome coronavirus 2; TTC₅₀, 50% tissue culture infectious dose; SD, standard deviation.

*SARS-CoV-2 RNA was measured by quantitative reverse transcription PCR.

The top row shows the number of *infectious particles* before ("Control") and after each exposure interval. The number dropped from about 20,000 before exposure to its bottom level of about 60 infectious particles after 30 seconds and beyond. UV light clearly drops viral infectiousness dramatically.

It is the bottom row that tells the tale. Not only did the "viral load" fail to decline as infectious particles fell to very low levels, but the viral copies identified by PCR actually increased somewhat. While the control sample was found by PCR to have about 21 million copies of the target DNA, after 300 seconds of UV exposure that same sample was found to have about 30 million copies. Curiously, after the initial 10 seconds of exposure PCR returned a count of over 57 million copies. It is not that there is poor correlation between infectious viral particles and PCR positivity. It is that there is no correlation at all.

Back to "New Cases"

In spite of the fact that PCR doesn't reflect either the quantity or even the mere presence of infectious viral particles, it is currently the "gold standard" for diagnosis of a case of Covid-19. All other tests that are developed -- antibody, rapid antigen, etc. -- are validated against PCR. This is like grading exams using a key with an unknown number of mistakes on it. This problem has been [recognized for several months](#).

The result of using PCR as the primary diagnostic test is to inflate the number of cases. We are diagnosing an infection with a test that can't determine an infection and, based upon the evidence available, correlates somewhere between poorly and not at all with infectious virus.

The health authorities who have instituted PCR diagnostic testing via the [Emergency Use Authorization](#) (EUA) certainly would have been aware of the potential problems with using PCR as a diagnostic test.

On February 3, 2020, CDC submitted an EUA package to expedite FDA-permitted use of the CDC diagnostic panel in the United States. FDA issued the EUA the next day, and CDC sent the test kits to state and local public health laboratories.

With data at hand, they certainly *now* know that the problems reviewed here have become manifest. Using PCR diagnostically will overestimate by some unknown percent the truly infected people. What about that significant percentage of people, estimated to be [around 35%](#), who test positive but manifest no symptoms? Perhaps they have no symptoms because they have no infectious particles in their body. Perhaps they have that 0.7% of viral DNA, but little or none of the rest, or the rest is chopped up into benign pieces. This would include healthy people who have encountered the virus, their immune system did what it is supposed to do and broke it up into non-infectious fragments to be eliminated. But PCR registers those fragments as a positive test and they become a "new case" statistic.

[A very recent hypothesis article](#) suggests that the reason for the increasing discrepancy between diagnosed cases (i.e. PCR-positivity) and the morbidity/mortality rate of the disease may have to do with the very issue being raised here. The authors coin a term for these viral fragments, snippets of viral DNA that include, but are not limited to, the fragments

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detected and amplified by PCR. They call them SARS-CoV-2 associated molecular particle patterns, or SAMPPs.

Exposure to SAMPPs through contact with them on surfaces, in air particles, and elsewhere leads to immune activation. This can take the form of both antibody formation and T-cell activation. Perhaps it is our exposure to ambient SAMPPs that is furthering development of herd immunity.

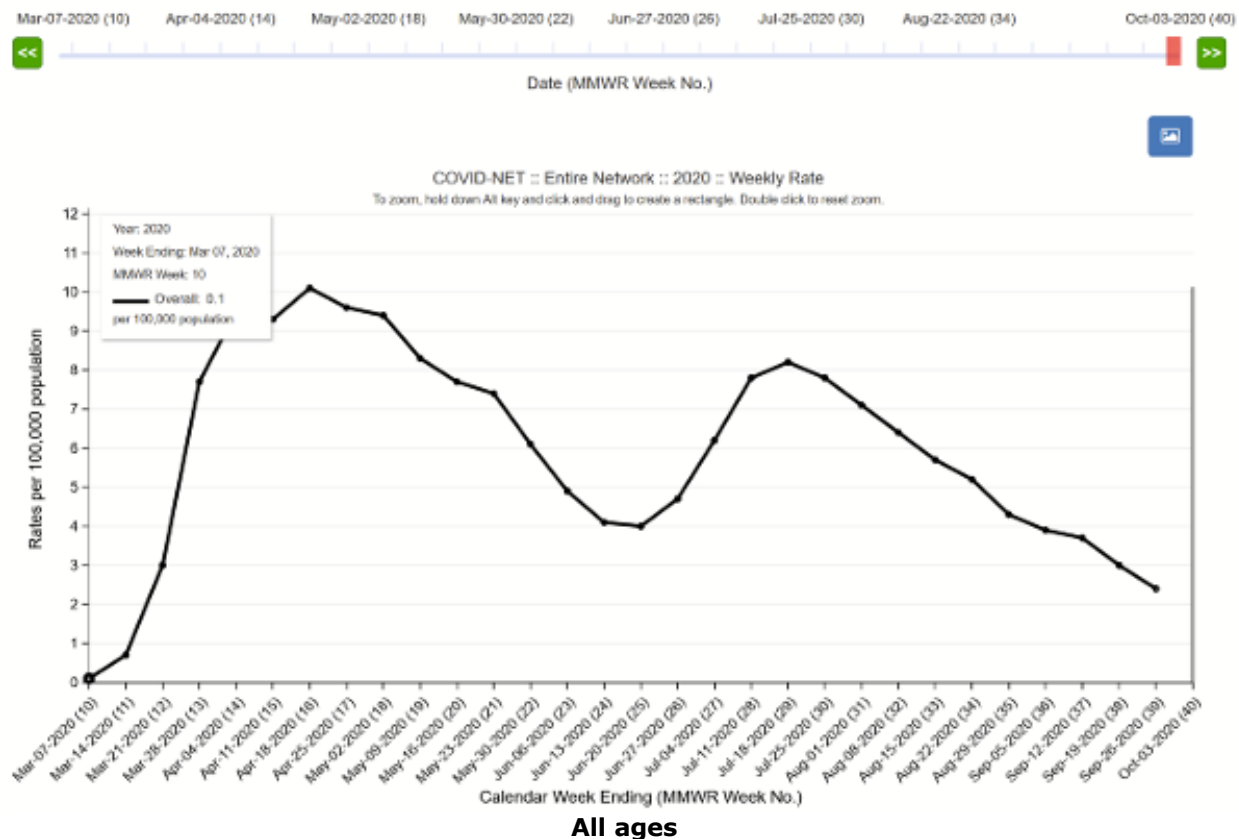
"If the existence of SAMPPs mediated immunity in a host is proved with appropriate experimentations, then it will sabotage the need for the expensive RNA/DNA based vaccines."

Why continue with a diagnostic test that can't diagnose an infection but will overestimate case numbers? It's all about perception. The Allies needed to control the behavior of the Germans to execute a successful invasion. With Covid-19 "cases," it is the general public that needs to be controlled. Using PCR to diagnose new cases keeps a constant supply of "ruperts" in the mix, people who are PCR positive (a "new case") but without infectious virus. Control happens through fear, and fear is maintained by the dual 'body counts' of cumulative deaths and new cases.

Even while new case clusters and hotspots and epicenters and outbreaks continue to flash across headlines daily, the rate of hospitalizations in the US due to Covid-19 -- a much better gauge of the actual human morbidity toll of the disease -- continues to drop. [The CDC's data is clear about this](#), the graph here being overall hospitalization rate.

Laboratory-Confirmed COVID-19-Associated Hospitalizations

Preliminary weekly rates as of Sep 26, 2020



All ages

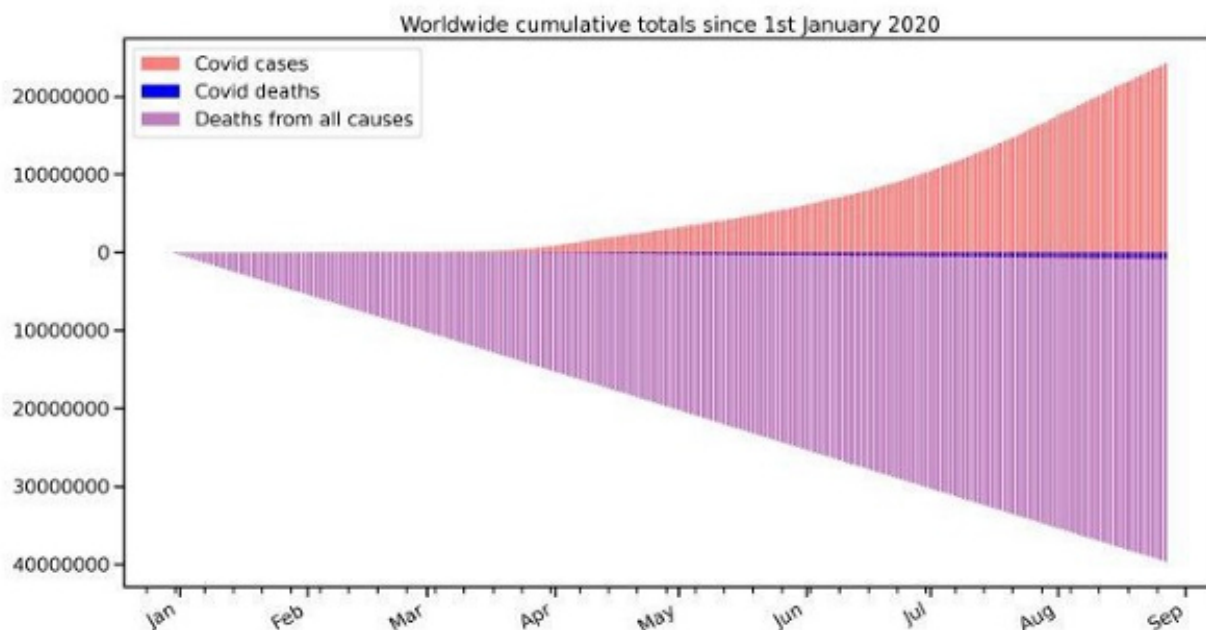
Announcing that the total disease burden of Covid-19 is dropping in the US is not a provocative way to maintain policies around social distancing, masking, school closures, or other elements of "disease-controlling" social mandates. It is a way, though, to maintain high anticipation for a vaccine, acceptance of contact tracing, an openness to biometric surveillance, and a general fixation on the recommendations of health authorities. Fauci himself is now straddling that line between telling us the economy is ready to open, and reminding us that we must [follow this new set of social mandates](#).

"Don't interpret it as an obstacle to opening the economy," he continued. "Because if you do things the way we have prescribed, namely, a gateway of phase one, phase two, phase three, without jumping over these benchmarks that you have to look for, you can safely get people back to work, get the economy going."

By Greg Nigh, ND, Lac

October 12, 2020

In other words, keep your mask on, keep your distance, and wait with anticipation for the vaccine.



Source: <https://swprs.org/covid-the-big-picture-in-7-charts/>

The worldwide gulf between cases and deaths is dramatic and widening every day. Once it is understood that a "case" is not necessarily -- and perhaps not even probably -- a case of active infection, there is actually some solace to be found in these high case numbers. They very well might indicate exposures successfully fended off, with **T-cells activated** and/or **antibodies formed**.

In other words, many of those new cases might indicate people adding to the pool of herd immunity.

Was the Covid-19 Test Meant to Detect a Virus?

By Celia Farber - April 7, 2020

The Corona Simulation Machine: Why the Inventor of The “Corona Test” Would Have Warned Us Not To Use It To Detect A Virus

“Scientists are doing an awful lot of damage to the world in the name of helping it. I don’t mind attacking my own fraternity because I am ashamed of it.” –Kary Mullis, Inventor of Polymerase Chain Reaction

What do we mean when we say somebody has ‘tested positive’ for the Corona Virus? The answer would astound you. But getting this “answer” is like getting to a very rare mushroom that only grows above 200 feet on a Sequoia tree in the forbidden forest.

I say that for dramatic effect, but also because I wound up, against all odds, finding it.

Every day I wake up and work at shedding one more layer of ignorance —by listening carefully. I got lucky with scientists many years ago; Epic, incredible scientists, happening to cross my path when nobody else wanted to talk to them. Now their names are emerging, their warnings and corrections crystallizing. True “science” (the nature of the natural world) is never bad news. Globalist science is nothing but bad news.

The reason Bill Gates wants you to believe a Corona Virus will exterminate over 450 million people is that he hates nature, God, and you. (A subjective interpretation.)

Why is that? You’d have to ask his psychiatrist.

But let’s talk about the latest terror bomb detonated by Global Atheist PC Creeps upon your perfectly good, free life as a US citizen in 2020, governed by a President who does not think backwards.

How many of us are “infected” with this novel Corona virus, and how scared should we be?

First, a spiritual law: Anything that tries to frighten you comes from "opposition," in spiritual battle. It's not the Holy Spirit, period. Ignore its threats and keep your wits about you. You don't have to shout, "Stay safe!" to your neighbors. We *are* safe. We have an immune system that is a miracle like The Sistine Chapel. It withstands toxic, microbial inundation on a grand scale at all times, while operating a super-highway of adaptive life-sustaining genetic information, on cellular bridges, emitting telegrams of vital evolutionary code, slandered as "viruses" or "retroviruses."

People die—yes. But people don't die the way Bill Gates would have you believe, at the mercy of malicious, predatory pathogens, "lurking" on every surface, and especially other humans. That's not "science." That's social engineering. Terrorism.

Let's proceed.

What do we mean when we say a person "tests positive" for Covid-19?

We don't actually mean they have been found to "have" it.

We've been hijacked by our technologies, but left illiterate about what they actually mean. In this case, I am in the rare position of having known, spent time with, and interviewed the inventor of the method used in the presently available Covid-19 tests, which is called PCR, (Polymerase Chain Reaction.)

His name was Kary B. Mullis, and he was one of the warmest, funniest, most eclectic-minded people I ever met, in addition to being a staunch critic of HIV "science," and an unlikely Nobel Laureate, i.e. a "genius."

One time, in 1994, when I called to talk to him about how PCR was being weaponized to "prove," almost a decade after it was asserted, that HIV caused AIDS, he actually came to tears.

The people who have taken *all* your freedoms away in recent weeks, they're social engineers, politicians, globalist thought leaders, bankers, WHO fanatics, and the like. Their army is composed of "mainstream media," which is now literally a round-the-clock perfect propaganda machine for the Gates-led Pandemic Reich.

Kary Mullis was a *scientist*. He never spoke like a globalist, and said once, memorably, when accused of making statements about HIV that could endanger lives: "I'm a scientist. I'm not a lifeguard." That's a very important line in the sand. Somebody who goes around claiming they are "saving lives," is a very dangerous animal, and you should run in the opposite direction when you encounter them. Their weapon is fear, and their favorite word is "could." They entrap you with a form of bio-debt, creating simulations of every imaginable thing that "could" happen, yet hasn't. Bill Gates has been waiting a long time for a virus with this much, as he put it, "pandemic potential." But Gates has a problem, and it's called PCR.

Of Mullis' invention, Polymerase Chain Reaction, the *London Observer* wrote:

"Not since James Watt walked across Glasgow Green in 1765 and realized that the secondary steam condenser would transform steam power, an inspiration that set loose the industrial revolution, has a single, momentous idea been so well recorded in time and place."

What does HIV have to do with Covid-19?

PCR played a central role in the HIV war (a war you don't know about, that lasted 22 years, between Globalist post-modern HIV scientists and classical scientists.) The latter lost the war. Unless you count being correct as winning. The relentless violence finally silenced the opposition, and it seemed nobody would ever learn who these scientists were, or why they fought this thing so adamantly and passionately.

And PCR, though its inventor died last year, and isn't here to address it, plays a central role in Corona terrorism.

Here is an outtake from an article I published in SPIN, in 1994, about Kary Mullis, PCR, HIV and...Tony Fauci:

"PCR has also had a great impact on the field of AIDS, or rather, HIV research. PCR can, among other things, detect HIV in people who test negative to the HIV antibody test."

The word "eccentric" seems to come up often in connection with Mullis' name: His first published scientific paper, in the premier scientific journal Nature in 1986, described how he viewed the universe while on LSD – pocked with black holes containing antimatter, for which

time runs backward. He has been known to show photographs of nude girlfriends during his lectures, their bodies traced with Mandelbrot fractal patterns. And as a side project, he is developing a company which sells lockets containing the DNA of rock stars. But it is his views on AIDS that have really set the scientific establishment fuming.

Mullis, like his friend and colleague Dr. Peter Duesberg, does not believe that AIDS is caused by the retrovirus HIV. He is a long-standing member of the Group for the Reappraisal of the HIV-AIDS Hypothesis, the 500-member protest organization pushing for a re-examination of the cause of AIDS.

One of Duesberg's strongest arguments in the debate has been that the HIV virus is barely detectable in people who suffer from AIDS. Ironically, when PCR was applied to HIV research, around 1989, researchers claimed to have put this complaint to rest. Using the new technology, they were suddenly able to see viral particles in the quantities they couldn't see before. Scientific articles poured forth stating that HIV was now 100 times more prevalent than was previously thought. But Mullis himself was unimpressed. "PCR made it easier to see that certain people are infected with HIV," he told Spin in 1992, "and some of those people came down with symptoms of AIDS. But that doesn't begin even to answer the question, 'Does HIV cause it?'"

Mullis then went on to echo one of Duesberg's most controversial claims. "Human beings are full of retroviruses," he said, "We don't know if it is hundreds or thousands or hundreds of thousands. We've only recently started to look for them. But they've never killed anybody before. People have always survived retroviruses."

Mullis challenged the popular wisdom that the disease-causing mechanisms of HIV are simply too "mysterious" to comprehend. "The mystery of that damn virus," he said at the time, "has been generated by the \$2 billion a year they spend on it. You take any other virus, and you spend \$2 billion, and you can make up some great mysteries about it too."

Like so many great scientific discoveries, the idea for PCR came suddenly, as if by direct transmission from another realm. It was during a late-night drive in 1984, the same year, ironically, that HIV was announced to be the "probable" cause of AIDS.

"I was just driving and thinking about ideas and suddenly I saw it," Mullis recalls. "I saw the polymerase chain reaction as clear as if it were up on a blackboard in my head, so I pulled

over and started scribbling." A chemist friend of his was asleep in the car, and, as Mullis described in a recent special edition of *Scientific American*: "Jennifer objected groggily to the delay and the light, but I exclaimed I had discovered something fantastic. Unimpressed, she went back to sleep."

Mullis kept scribbling calculations, right there in the car, until the formula for DNA amplification was complete. The calculation was based on the concept of "reiterative exponential growth processes," which Mullis had picked up from working with computer programs. After much table-pounding, he convinced the small California biotech company he was working for, Cetus, that he was on to something. Good thing they finally listened: They sold the patent for PCR to Hoffman-LaRoche for the staggering sum of \$300 million – the most money ever paid for a patent. Mullis meanwhile received a \$10,000 bonus.

Mullis's mother reports that as a child, her lively son got into all kinds of trouble – shutting down the house's electricity, building rockets, and blasting small frogs hundreds of feet into the air. These days, he likes to surf, rollerblade, take pictures, party with his friends – most of whom are not scientists – and above all, he loves to write.

Mullis is notoriously difficult to track down and interview. I had left several messages on his answering machine at home but had gotten no response. Finally, I called him in the late evening, and he picked up, in the middle of bidding farewell to some dinner guests. He insisted he would not give me an interview, but after a while, a conversation was underway, and I asked if I couldn't just please turn my tape recorder on. "Oh, what the hell," he gruffed. "Turn the fucker on."

Our talk focused on AIDS. Though Mullis has not been particularly vocal about his HIV skepticism, his convictions have not, to his credit, been muddled or softened by his recent success and mainstream acceptability. He seems to revel in his newly acquired power. "They can't pooh-pooh me now, because of who I am," he says with a chuckle – and by all accounts, he's using that power effectively.

When ABC's "Nightline" approached Mullis about participating in a documentary on himself, he instead urged them to focus their attention on the HIV debate. "That's a much more important story," he told the producers, who up to that point had never acknowledged the controversy. In the end, "Nightline" ran a two-part series, the first on Kary Mullis, the

second on the HIV debate. Mullis was hired by ABC for a two-week period, to act as their scientific consultant and direct them to sources.

The show was superb, and represented a historic turning point, possibly even the end of the seven-year media blackout on the HIV debate. But it still didn't fulfill Mullis' ultimate fantasy. "What ABC needs to do," says Mullis, "is talk to [Chairman of the National Institutes of Allergy and Infectious Diseases (NIAID) Dr. Anthony] Fauci and [Dr. Robert] Gallo [one of the discoverers of HIV] and show that they're assholes, which I could do in ten minutes."

But I point out, Gallo will refuse to discuss the HIV debate, just as he's always done.

"I know he will," Mullis shoots back, anger rising in his voice. "But you know what? I would be willing to chase the little bastard from his car to his office and say, 'This is Kary Mullis trying to ask you a goddamn simple question,' and let the cameras follow. If people think I'm a crazy person, that's okay. But here's a Nobel Prize-winner trying to ask a simple question from those who spent \$22 billion and killed 100,000 people. It has to be on TV. It's a visual thing. I'm not unwilling to do something like that."

He pauses, then continues. "And I don't care about making an ass of myself because most people realize I am one."

While many people, even within the ranks of the HIV dissidents, have of late tried to distance themselves from the controversial Duesberg, Mullis defends him passionately and seems genuinely concerned about his fate. "I was trying to stress this point to the ABC people" he says, "that Peter has been abused seriously by the scientific establishment, to the point where he can't even do any research. Not only that, but his whole life is pretty much in disarray because of this, and it is only because he has refused to compromise his scientific moral standards. There ought to be some goddamn private foundation in the country, that would say, 'Well, we'll move in where the NIH [National Institutes of Health] dropped off. We'll take care of it. You just keep right on saying what you're saying, Peter. We think you're an asshole, and we think you are wrong, but you're the only dissenter, and we need one, because it's science, it's not religion.' And that was one of the reasons why I cooperated with ABC."

"I am waiting to be convinced that we're wrong," Mullis continues. "I know it ain't going to happen. But if it does, I will tell you this much – I will be the first person to admit it. A lot of

people studying this disease are looking for the clever little pathways they can piece together, that will show how this works. Like, 'What if this molecule was produced by this one and then this one by this one, and then what if this one and that one induces this one' – that stuff becomes, after two molecules, conjecture of the rankest kind. People who sit there and talk about it don't realize that molecules themselves are somewhat hypothetical, and that their interactions are more so, and that the biological reactions are even more so. You don't need to look that far. You don't discover the cause of something like AIDS by dealing with incredibly obscure things. You just look at what the hell is going on. Well, here's a bunch of people that are practicing a new set of behavioral norms. Apparently, it didn't work because a lot of them got sick. That's the conclusion. You don't necessarily know why it happened. But you start there."

http://aidswiki.net/index.php?title=Document:Farber_interviews_Mullis

That was a historical detour, shared in hopes of rooting this conversation historically.

When you see the word "cases" on your TV screen, in this world that has now been hijacked by one single event, one dread, one Idol, you will be forgiven for thinking those are cases of Covid-19.

The number of "cases" is often a very big number, back-lit in red. Today for example, the number of "total cases," in the US, according to Worldometer, is 309,728. The total death figure is 8,441. "Active cases," is 286,546, of which 8,206 are "Serious, Critical." The number of "new deaths" is 1,037, and the number of "total recovered" is 14,741.

I'm not clear what an "active" case is. Does that mean fully symptomatic? Partially symptomatic? If the latter, it surely encompasses influenza/pneumonia, which has magically, as many have observed, dropped off a cliff for 2020.

In China, generally, they diagnose 'Corona' with CT scans and one or two positive PCR tests. In the US, it's difficult to find out what makes a "case," ie what the case definition is. Absent CT scans, we are in a bio-tech free-fall. One website offers this distressingly unclear definition: "The novel coronavirus, or COVID-19, has been spreading worldwide, resulting in growing numbers of infected individuals since late 2019 and increased mortality numbers since early 2020. So far, experts have seen that while there are severe cases, the infection

is usually mild with non-specific symptoms. And there are no trademark clinical features of COVID-19 infection.”

There are no trademark clinical features? What then, collapsed the world? I sure hope this isn't all riding on a “test,” as bio-tech Oracle.

A few graphs down, my fears are confirmed: “Diagnosis of COVID-19 involves laboratory tests. Once someone has been diagnosed with the coronavirus, additional diagnostic tests may be done to determine the severity of the infection.”

I accept that “something is going on” that overlaps with flu, but reportedly worse than a normal flu. That's what we're hearing. It involves an acute lack of oxygen, for reasons unclear. People can't breathe. Intubation is a serious, potentially dangerous procedure that begs many questions—but that's for a future article.

What is the relationship between the spread of testing and the “spread” of a new virus? How do we know what we are experiencing, in comparison to what we are assuming we are experiencing? One study in Austria found that increased testing correlated with, no surprise, increased “cases.”

In an email discussion between a group of international scientists, academics and MD's, the question was posed whether the daily number of new cases would track with the daily number of tests.

“Yes, they do,” wrote Austrian MD Christian Fiala. “Here are the data from Austria. In other words if they want to further increase the number of ‘infected’ people, they have to also increase the number of tests. However, that is physically impossible.

Another aspect: during the first weeks most tests were done on sick people. Therefore, the percentage of positive tests was relatively high. But there are not so many sick people and with the general roll out of tests, the vast majority of those tested will be healthy. Consequently, the percentage of positive tests will be low, and most will be false positive.

In other words, it is impossible to continue the increase of positive test results.”

In the US, we have all but abandoned classical diagnostic medicine in favor of biotech, or lab result medicine. This has been going on for a long time and is a dangerous turning. The "Corona test" is named with characteristic tech-tedium: "CDC 2019-nCoV Real-Time RT-PCR Diagnostic Panel." That means it is a needle in a DNA haystack test. A PCR test.

It finds fragments, nucleic acids. From an email from Kary Mullis, to the widow of boxer Tommy Morrison, whose career and life were destroyed by an "HIV test," and who litigated ferociously for years, against test manufacturers, Dr. Mullis wrote, on May 7, 2013:

"PCR detects a very small segment of the nucleic acid which is part of a virus itself. The specific fragment detected is determined by the somewhat arbitrary choice of DNA primers used which become the ends of the amplified fragment. "

If things were done right, "infection" would be a far cry from a positive PCR test.

"You have to have a whopping amount of any organism to cause symptoms. Huge amounts of it," Dr. David Rasnick, bio-chemist, protease developer, and former founder of an EM lab called Viral Forensics told me. "You don't start with testing; you start with listening to the lungs. I'm skeptical that a PRC test is ever true. It's a great scientific research tool. It's a horrible tool for clinical medicine. 30% of your infected cells have been killed before you show symptoms. By the time you show symptoms...the dead cells are *generating* the symptoms."

I asked Dr. Rasnick what advice he has for people who want to be tested for COVID-19.

"Don't do it, I say, when people ask me," he replies. "No healthy person should be tested. It means nothing but it can destroy your life, make you absolutely miserable."

One of the countless head-spinning mysteries of this whole Corona Situation has been the advent of famous people, from Tom Hanks and his wife, to Sophie Trudeau, to Prince Charles announcing they had "tested positive" for COVID-19 and were self-quarantining. In all these famous-powerful people cases, the symptoms were either non-existent or mild. Why, one wondered, did they make such hay about it? The British Royals, especially, seemed to contradict their ethos of secrecy in this case. So what did it mean? It signaled, if anything, that COVID-19 is not all that deadly. That the virus can be present without causing the disease. That host factors matter. And that being "positive" for COVID-19 is neither a PR death sentence nor an actual death sentence. Maybe in their elite and esoteric language, it means some kind of prestige, or sacrament to a Pagan Virus Deity. Who knows?

In the case of the Trudeau, Sophie tested positive, and had symptoms, while her husband Justin, the Prime Minister, never got sick, and was never tested. (He didn't want to appear privileged; Not everybody can get tested in Canada, you must have symptoms.)

We do live now in a world dominated by a Corona virus, as my friend Kevin Corbett, a retired nurse in the UK puts it, "with knobs on it." Shrek-Green is the color that was chosen. We're lost in a simulation, seeking to grab hold of "truth" and reality. One way that I do that is to grab hold of words, slow them down, and analyze them. Globalists love to weaponize words and make spells out of them. Hypnotics. To this end, they invent new words, and force you to use them and live them. Words like "Corona Virus," and "Social Distancing." "COVID-19." "Tested Positive."

Whether we realize it or not, this phrase is an echo of HIV-think, which I swam through for most of my so-called career in journalism, choking and spitting all the way out. The globalists write *code*. They encode "viruses" and give them a weaponized, video-game identity. In this video game, you lose all your freedoms, and must display gratitude and servitude. Viral code trumps all other forms of politics. Nothing can counter it. Especially not "science." The virus is also a sweeping metaphor for the spread of "misinformation," which means anything outside their religious doctrines, not recognizable by classical virology.

The code, the potential scenarios, the mysticism and superstition about how the virus spreads, must not be questioned, If you wish to remain a person, as opposed to an un-person. It's a form of post-globalist environmental socialism gone malignant: Demand that all people submit to an equal chance to be killed by a virus. Act out the theatrics of worshiping the virus with fear as the measure of inverted faith. This is why celebrities love this kind of thing. It gives them a chance to debase themselves, to self-flagellate as fellow sufferers. As I write this, from my window in New York City, at 7 pm every evening, people are heard hollering, clapping, and blowing horns from their windows, to show solidarity to the health care workers on the front lines. Was any such thing ever devised for the mass deaths from opioids? No, they weren't significant deaths for the global elites. It's not "death," this play is about. It's socialist contagion theology. You can't go to the grocery store without encountering new displays of Corona Heroica. Only *viruses* interest these people, these haters of liberty. Yet they refuse to learn the first thing about the natural life of viruses and humans. If they did peer into this world, they would find beauty, truth, and wonder. They would find that viruses are rarely deadly, always misunderstood, and actually trying to protect us. The reason the globalists are obsessed with "spread" and "viruses" is

because they want to shut down all forms of communication and information exchange that threatens their New World Order.

“Every time somebody takes a swab, a tissue sample of their DNA, it goes into a government database. It’s to track us,” says David Rasnick. “They’re not just looking for the virus. Please put that in your article.”

Technocracy

In HIV, the death spell (code) came to people in the form of two antibody tests called ELISA and Western Blot, initially. Not PCR tests—they came later, to measure “viral load,” and were specifically *not* to be used for diagnosing HIV. Rather, to stress people out about their “surrogate markers,” said to represent where they stood in their battle against HIV. (Did people really need to be in a “battle” against HIV? This was the trillion-dollar question.)

In any case, those tests were not built on a “gold standard” which means purification of an actual virus. Purification means the pathogen has been separated from all else. HIV co-discoverer and Nobel Laureate Luc Montagnier famously told journalist Djamel Tahiri in an interview: “[I repeat, we did not purify.](#)”

HIV was never “separated from everything else.” It was and is a laboratory artifact, a set of lab-tortured antigens around which a “test” was built—a test which shattered countless millions of lives, because people watched TV and believed what they were told. They didn’t get a chance to hear what Kary Mullis or dozens of other real scientists had to say about the supposedly deadly retrovirus, HIV.

Nothing was proven before it was asserted. This became the norm, paving the way for the situation we are in now. Global viral communism. We all dreaded this would happen, but we never dreamed they would choose a cold virus. A Corona virus.

In the early 1990’s, PCR, (Polymerase Chain Reaction) came into popular use, and Kary Mullis was awarded the Nobel Prize for it in 1993. PCR, simply put, is a thermal cycling method used to make up to billions of copies of a specific DNA sample, making it large enough to study. As it correctly says on PCR’s [Wikipedia page](#), PCR is an “...indispensable technique” with a “broad variety” of applications, “...including biomedical *research* and

criminal forensics.” [Italics mine.] The page goes on to say, to my dismay, that one of the applications of PCR is “...for the diagnosis of infectious diseases.”

PCR is a needle in a haystack technology that can be extremely misleading in “the diagnosis of infectious diseases.” The first conflict between this revolutionary technology and human life happened on the battlefield of AIDS, and Mullis himself came to the front line arguing *against* PCR as diagnostic tool. In 1987, esteemed Berkeley cancer virologist Peter Duesberg had doomed his funding and “career” by issuing a broadside in a paper published in *Cancer Research* to the growing and promiscuous assertions made for cancer viruses, including at least one he stood to gain a Nobel Prize for had he not diffused its [significance himself](#).

His main argument was that the Gallo/Montagnier fusion “virus” that came to be called ‘HIV’ was (like all viruses in its class) barely capable of infecting cells. It infected so few cells that Duesberg likened the pathogenic model to thinking you can conquer China by killing 3 soldiers a day. There was simply not enough “there-there” in the form of cell death. “It’s a pussycat,” he said. He even said he wouldn’t mind being injected with it. (though not if it came from Gallo’s lab.)

With PCR’s rise, the HIV Industrial Complex weaponized it to assert that *now* they could see HIV more abundantly, hence their maligned foe Peter Duesberg was toast. And it was Kary Mullis, himself an HIV dissenter, who rose to Duesberg’s defense and said, “No he isn’t.”

I conducted a two-hour interview with David Crowe– Canadian researcher, with a degree in biology and mathematics, host of *The Infectious Myth* podcast, and President of the think-tank *Rethinking AIDS*. He broke down the problems with the PCR based Corona test in great detail, revealing a world of unimaginable complexity, as well as trickery.

“The first thing to know is that the test is not binary,” he said. “In fact, I don’t think there are any tests for infectious disease that are positive or negative.”

The next part of his explanation is lengthy and detailed, but let’s push through:

“What they do is they take some kind of a continuum and they arbitrarily say this point is the difference between positive and negative.”

"Wow," I said. "That's so important. I think people envision it as one of two things: Positive or negative, like a pregnancy test. You "have it" or you don't."

"PCR is really a manufacturing technique," Crowe explained. "You start with one molecule. You start with a small amount of DNA and on each cycle the amount doubles, which doesn't sound like that much, but if you, if you double 30 times, you get approximately a billion times more material than you started with. So as a manufacturing technique, it's great. What they do is they attach a fluorescent molecule to the RNA as they produce it. You shine a light at one wavelength, and you get a response, you get light sent back at a different wavelength. So, they measure the amount of light that comes back and that's their surrogate for how much DNA there is. I'm using the word DNA. There's a step in RT-PCR test which is where you convert the RNA to DNA. So, the PCR test is actually not using the viral RNA. It's using DNA, but it's like the complimentary RNA. So logically it's the same thing, but it can be confusing. Like why am I suddenly talking about DNA? Basically, there's a certain number of cycles."

This is where it gets wild.

"In one paper," Crowe says, "I found 37 cycles. If you didn't get enough fluorescence by 37 cycles, you are considered negative. In another, paper, the cutoff was 36. Thirty-seven to 40 were considered "indeterminate." And if you got in that range, then you did more testing. I've only seen two papers that described what the limit was. So, it's quite possible that different hospitals, different States, Canada versus the US, Italy versus France are all using different cutoff sensitivity standards of the Covid test. So, if you cut off at 20, everybody would be negative. If you cut off a 50, you might have everybody positive."

I asked him to pause so I could exclaim my astonishment. And yet, it was Déjà vu all over again. Just like in the HIV battle—people were never told that the "HIV test" had different standards in different countries, and within countries, from lab to lab. The highest bar (the greatest number of HIV proteins) was in Australia: five. The Lowest was Africa: 2. In the US it is generally 3-4.

We used to joke that you could rid yourself of an "HIV diagnosis" by flying from either the US or Australia, to Africa. But for many years, "AIDS" in Africa was diagnosed without any tests whatsoever. Just a short list of symptoms that tracked precisely with symptoms of most tropical diseases, such as fever, cough, and shortness of breath.

David, in his quiet Canadian way, dropped a bombshell in his next statement:

"I think if a country said, "You know, we need to end this epidemic," They could quietly send around a memo saying: "We shouldn't be having the cutoff at 37. If we put it at 32, the number of positive tests drops dramatically. If it's still not enough, well, you know, 30 or 28 or something like that. So, you can control the sensitivity."

Yes, you read that right. Labs can manipulate how many "cases" of Covid-19 their country has. Is this how the Chinese made their case load vanish all of a sudden?

"Another reason we know this is bogus," Crowe continued, "is from a remarkable series of graphs published by some people from Singapore in JAMA. These graphs were published in the supplementary information, which is an indication that nobody's supposed to read them. And I think the authors probably just threw them in because they were interesting graphs, but they didn't realize what was in them. So, they were 18 graphs of 18 different people. And at this hospital in Singapore, they did daily coronavirus tests and they grasped the number of PCR cycles necessary to detect fluorescence. Or if they couldn't detect fluorescence by...37 cycles, they put a dot on the bottom of the graph, signifying a negative."

"So, in this group of 18 people, the majority of people went from positive, which is normally read as "infected," to negative, which is normally read as "uninfected" back to positive—infected again. So how do you interpret this? How do you have a test if a test act is actually, you know, 100% positive for detecting infection, then the negative results must've been wrong? And so, one way to solve that is to move the point from 37 to say 36 or 38. You can move this, this cycle of numbers. It's an arbitrary division up or down. But there's no guarantee that if you did that, you wouldn't still have the same thing. It would just, instead of going from, from 36 to undetectable and back to 36 or back to 45, it might go from 33 to undetectable to 30 or something like that. Right? So, you can't solve the problem by changing this arbitrary binary division. And so basically this says that the test is not detecting infection. Because if it was, like if you're infected, and then you're uninfected, and you're in a hospital with the best anti-infective precautions in the world, how did you get re-infected? And if you cured the infection, why didn't you have antibodies to stop you getting re-infected? So, there's no explanation within the mainstream that can explain these results. That's why I think they're so important."

I couldn't believe my ears. And yet I could. Have you ever tried to read the package insert for a "Corona" PCR test? You begin to feel after a while that the technobabble is some kind of spell, or bad dream. An alien language from another dimension, that could not possibly—whatever else it may do—help a single human being have a better life. It's not "English." I don't know what it is.

"I've been quoting, Alice in Wonderland a lot recently," David says, "because it's the only way I can wrap my head around it. Alice said: "Sometimes I can believe six impossible things before breakfast!"

One of the ways to distinguish truth from deception in contemporary "science" is to track what gets removed. For example, David tells me, there was apparently an English abstract online at PubMed out of China that rendered the entire COVID testing industrial complex baseless and absurd.

"There was a famous Chinese paper that estimated that if you're testing asymptomatic people, up to 80% of positives could be false positive. That was kind of shocking, so shocking that PubMed had to withdraw the abstract even though the Chinese paper appears to still be published and available. I actually have a translation with a friend. I translated it into English and it's a really, standard calculation of what they call positive predictive value. The abstract basically said that in asymptomatic populations, the chance of a positive coronavirus test being a true positive is only about 20%. 80% will be false positive."

"Doesn't that mean the test means nothing?" I asked.

"The Chinese analysis was a mathematical analysis, a standard, the standard analysis that's been done a million times before. There's no reason to withdraw the paper for any reason. There's nothing dramatic about the paper. It's a really boring analysis. It's just that they did the standard analysis and said, in some populations, like they estimated 1% of people are actually infected in the population. You could have 80% false positive. Uh, they couldn't do a real analysis of false positives in terms of determining whether a test is correct or not because that requires a gold standard and the only gold standard is purification of the virus. So, we get back to the fact that the virus is not being purified. If you could purify the virus, then you could take a hundred people who tested positive and you could search for the virus in them. And if you found the virus in 50 out of a hundred and not in the other 50, you could

say that the test is only accurate 50% of the time. But we have no way to do that because we haven't yet purified the virus. And I don't think we ever will."

Dave Rasnick has had exchanges with David Crowe about this, and concurs, "To my knowledge, they have not yet purified this virus."

In a previous interview I did with him a few weeks ago, he said this, about PCR tests and the fallacies of thinking less is more, or smaller is better, or more "sensitive" means more accurate:

"It's like fingerprints. With PCR you're only looking at a small number of nucleotide. You're looking at a tiny segment of gene, like a fingerprint. When you have regular human fingerprints, they have to have points of confirmation. There are parts that are common to almost all fingerprints, and it's those generic parts in a Corona virus that the PCR test picks up. They can have partial loops but if you only took a few little samples of fingerprints you are going to come up with a lot of segments of RNA that we are not sure have anything to do with corona virus. They will still show up in PCR. You can get down to the levels where its biologically irrelevant and then amplify it a trillion-fold."

"The primers are what you know. We already know the strings of RNA for the Corona family, the regions that are stable. That's at one end. Then you look at the other end of the region, for all Corona viruses. The Chinese decided that there was a region in those stable areas that was unique to their Corona virus. You do PCR to see if that is true. If it is truly unique it would work. But they're using the SARS test because they don't really have one for the new virus."

"SARS isn't the virus that stopped the world," I offer.

"That's right."

"PCR for diagnosis is a big problem," he continues. "When you have to amplify it these huge numbers of time, it's going to generate massive amounts of false positives. Again, I'm skeptical that a PCR test is ever true."

Crowe described a case in the literature of a woman who had been in contact with a suspect case of Corona (in Wuhan) they believed was the index case. "She was important to the

supposed chain of infection because of this. They tested her 18 times, different parts of the body, like nose, throat—different PCR tests. 18 different tests. And she tested negative every time. And then they—because of her epidemiological connection with the other cases, they said: “We consider her infected. So, they had 18 negative tests and they said she was infected.”

“Now why was she important? Well there was only one other person who could have theoretically transmitted the virus if the original patient, outside the family was who they thought it was. But secondly, she had the same exact symptoms as everybody else. Right? So, four people in his family came down with fever and cough and headaches, fatigue and all these kinds of big symptoms. So, if she could get those symptoms without the virus, then you, you’ve got to say, well, why couldn’t everybody else’s symptoms be explained by whatever she had? I mean, maybe they, they ate some bad seafood or something and so they all got sick, but it had nothing to do with the coronavirus. But because three out of the four, tested positive, then they were, they were all considered infected and out of the same paper.

Another interesting thing is that they did a lot of tests. The first person in the list of people tested, he was positive on three out of 11 tests. So again, they took nose and throat samples and you know, different methods and all this kind of stuff. And they got 11 separate tests and only three were positive. And of course, all you need to be considered infected is one positive test. They could test you 20 times and if you test positive once, then you’re infected. So, a positive test is meaningful. A negative test. It’s like, eh. Not so much.”

I asked Crowe what he thought Kary Mullis would say about this explosion of PCR insanity.

“I’m sad that he isn’t here to defend his manufacturing technique,” he said. “Kary did not invent a test. He invented a very powerful manufacturing technique that is being abused. What are the best applications for PCR? Not medical diagnostics. He knew that and he always said that.”

Our conversation went in many different directions and I plan to publish the entire audio interview. I asked David what he thought was happening here, at the most core level.

“I don’t think they understand what they’re doing,” he said. “I think it’s out of control. They don’t know how to end this. This is what I think what happened: They have built a pandemic

machine over many years and, and as you know, there was a pandemic exercise not long before this whole thing started.”

“I just want to identify who sponsored that simulation conference, 6 weeks before the first news broke out of Wuhan,” I interjected. “It was the Bill and Melinda Gates foundation, Johns Hopkins Center For Health Security, and the World Economic Forum. Incidentally, all the stats, projections and modeling you see in the media are coming out of Johns Hopkins.”

“Right. So, this beautiful pandemic machine is a lot like...let’s use an example of an aircraft simulator. Okay. So, so pilots are tested on an aircraft simulator. So if you’re flying along in an airplane and there’s a loud bang and you see smoke coming from an engine on the right hand side, this is probably the first time a pilot has ever been in an airplane that had an engine failure. But he’s tested this scenario 25 times on an aircraft simulator. So, he knows exactly what to do without being told. He goes through the procedure. He doesn’t have to think, he just does the steps that he’s been taught through the, the aircraft simulator and he successfully lands the airplane with one engine. So, a pandemic simulator is just like that. You sit down at the computer, you see the virus going around the world, um, and you say, okay, so what we need to do is we need to dress everybody in protective clothing.”

“We need to quarantine everybody who’s positive. Next step. We need to do social isolation. It’s a *mathematical* model. And at the end you always win, right? So, in the end, the good guys win, and the pandemic is defeated. But there’s, there’s never been like an actual real pandemic since they built this machine. So, there’s this huge machine, it’s got a red button on it and it’s like if you ever detect a pandemic starting, you press the red button. We don’t know exactly what happened, but I think the Chinese government was embarrassed cause they were being accused of covering up a pandemic. They said, okay, you know, we want Western approval for our medical system so we’re going to press the goddamn red button. Or they did. And then everything followed from that. The problem is that the simulation was never based on reality.”

In another part of our conversation, he said something unforgettable:

“So, we’ve essentially been taken over by the medical Taliban, if you like.”

I pressed him one last time:

“David, in conclusion, finish this sentence: “The PCR test for Corona is as good as...”

His reply made me laugh. I didn't know I still could laugh.

"It's as good as that Scientology test that detects your personality and then tells you need to give all your money to Scientology. "

Celia Farber is half Swedish, raised there, so she knows "socialism" from the inside. She has focused her writings on freedom and tyranny, with an early focus on the pharmaceutical industry and media abuses on human liberties. She has been under ferocious attack for her writings on HIV/AIDS, where she has worked to document the topic as a psychological operation, and rooted in fake science. She is a contributor to UncoverDC and The Epoch Times, and has in the past written for Harper's, Esquire, Rolling Stone and more. Having been gravely injured in legacy media, she never wants to go back. She is the recipient of the Semmelweis International Society Clean Hands Award For Investigative Journalism, and was under such attack for her work, she briefly sought protection from the FBI and NYPD. She is the author of "Serious Adverse Events: An Uncensored History of AIDS," and the editor of The Truth Barrier, an investigative and literary website. She co-hosts "The Whistleblower Newsroom" with Kristina Borjesson on PRN, Fridays at 10am.

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Hello. I am Reiner Fuellmich, and I have been admitted to the bar in Germany and in California for 26 years. I have been practicing law, primarily as a trial lawyer against fraudulent corporations, such as Deutsche Bank, formerly one of the world's largest and most respected banks, today, one of the most toxic criminal organizations in the world. VW, one of the world's largest and most respected car manufacturers, today, notorious for its giant diesel fraud. And Kuehne+Nagel, the world's largest shipping company, we're suing them in a multimillion dollar bribery case.

I'm also one of four members of the German Corona Investigative Committee. Since July 10th, 2020, this committee has been listening to a large number of international scientists and experts testimony to find answers to questions about the Corona crisis, which more and more people worldwide are asking. All the above mentioned cases of corruption and fraud committed by the German corporations pale in comparison, in view of the extent of the damage that the Corona crisis has caused and continues to cause. This Corona crisis, according to all we know today must be renamed a Corona scandal, and those responsible for it must be criminally prosecuted and sued for silver damages. On a political level, everything must be done to make sure that no one will ever again be in a position of such power as to be able to defraud humanity or to attempt to manipulate us with their corrupt agendas.

And for this reason, I will now explain to you how and where an international network of lawyers will argue this biggest tort case ever, The Corona Fraud Scandal, which has meanwhile unfolded into probably the greatest crime against humanity ever committed. Crimes against humanity were first defined in connection with a number of trials after World War II, that is, when they dealt with the main war criminals of the Third Reich. Crimes against humanity are today regulated in Section Seven of the International Criminal Code.

The three major questions to be answered in the context of a judicial approach to the Corona scandal are, one, is there a Corona pandemic or is there only a PCR test pandemic, specifically, does a positive PCR test result mean that the person tested is infected with COVID-19, or does it mean absolutely nothing in connection with the COVID-19 infection? Two, do the so-called anti-Corona measures such as the lockdown, mandatory face masks, social distancing and quarantine regulations serve to protect the world's population from Corona, or do these measures serve only to make people panic so that they believe without asking any questions that their lives are in danger, so that in the end, the

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pharmaceutical and tech industries can generate huge profits from the sale of PCR tests, antigen and antibody tests and vaccines, as well as the harvesting of our genetic fingerprints?

And three, is it true that the German government was massively lobbied more so than any other country by the chief protagonists of this so-called pro-Corona pandemic, Mr. Drosten, virologist at Charite Hospital in Berlin, Mr. Wieler, veterinarian, and head of the German equivalent of the CDC, the RKI, and Mr. Tedros, head of the World Health Organization or WHO, because of Germany is known as a particularly disciplined country and was therefore to become a role model for the rest of the world for its strict and of course, successful adherence to the Corona measures? Answers to these three questions are urgently needed because the allegedly new and highly dangerous Corona virus has not caused any excess mortality anywhere in the world, and certainly not here in Germany. But the anti-Corona measures whose only basis the PCR test results, which are in turn all based on the German Drosten test, have in the meantime caused the loss of enumerable human lives and have destroyed the economic existence of countless companies and individuals worldwide.

In Australia, for example, people are thrown into prison, if they do not wear a mask or do not wear it properly as deemed by the authorities. In the Philippines, people who do not wear a mask or do not wear it properly in this sense are getting shot in the head.

Let me first give you a summary of the facts as they present themselves today. The most important thing in a lawsuit is to establish the facts, that is to find out what actually happened. That is because the application of the law always depends on the facts at issue. If I want to prosecute someone for fraud, I cannot do that by presenting the facts of a car accident.

So, what happened here regarding the alleged Corona pandemic? The facts laid out below are to a large extent the result of the work of the Corona Investigative Committee. This committee was founded on July 10th by four lawyers in order to determine through hearing expert testimony of international scientists and other experts, one, how dangerous is the virus really? Two, what is the significance of a positive PCR test? Three, what collateral damage has been caused by the Corona measures, both with respect to the world's population's health and with respect to the world's economy?

Let me start with a little bit of background information. What happened in May

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2019 and then in early 2020, and what happened 12 years earlier with the swine flu, which many of you may have forgotten about. In May of 2019, the stronger of the two parties which governed Germany in a grand coalition, the CDU held a congress on global health, apparently at the instigation of important players from the pharmaceutical industry and the tech industry.

At this Congress, the usual suspects, you might say, gave their speeches. Angela Merkel was there and the German Secretary of Health Jens Spahn. But some other people whom one would not necessarily expect to be present at such a gathering, were also there, Professor Drosten, virologist from the Charite Hospital in Berlin, Professor Wieler, veterinarian, and head of the RKI, the German equivalent of the CDC, as well as Mr. Tedros, philosopher and head of the World Health Organization, WHO. They all gave speeches there. Also present and giving speeches were the chief lobbyists of the world's two largest health funds, namely the Bill and Melinda Gates Foundation and the Wellcome Trust.

Less than a year later, these very people called the shots and the proclamation of the worldwide Corona pandemic, made sure that mass PCR tests were used to prove mass infections with COVID-19 all over the world, and are now pushing for vaccines to be invented and sold worldwide. These infections, or rather the positive test results that the PCR tests delivered, in turn became the justification for worldwide lockdowns, social distancing and mandatory face masks.

It is important to note at this point that the definition of a pandemic was changed 12 years earlier. Until then, a pandemic was considered to be a disease that spread worldwide and which led to many serious illnesses and deaths. Suddenly and for reasons never explained it was supposed to be a worldwide disease only, many serious illnesses, and many deaths were not required anymore to announce a pandemic. Due to this change, the WHO, which is closely intertwined with the global pharmaceutical industry was able to declare the swine flu pandemic in 2009, with the result that vaccines were produced and sold worldwide on the basis of contracts that have been kept secret until today. These vaccines proved to be completely unnecessary, because the swine flu eventually turned out to be a mild flu and never became the horrific plague that the pharmaceutical industry and its affiliated universities kept announcing it would turn into, with millions of deaths certain to happen, if people didn't get vaccinated.

These vaccines also lead to serious health problems. About 700 children in Europe fell incurably ill with narcolepsy and are now forever severely disabled.

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The vaccines bought with millions of taxpayers money had to be destroyed, with even more taxpayers' money. Already then during the swine flu, the German virologist, Drosten was one of those who stirred up panic in the population repeating over and over again that the swine flu would claim many hundreds of thousands, even millions of deaths all over the world. In the end, it was mainly thanks to Dr. Wolfgang Wodarg and his efforts as a member of the German Bundestag, and also a member of The Council of Europe that this hoax was brought to an end before it would lead to even more serious consequences.

Fast forward to March of 2020, when the German Bundestag announced an epidemic situation of national importance, which is the German equivalent of a pandemic, in March of 2020. And based on this, the lockdown with the suspension of all essential constitutional rights for an unforeseeable time, there was only one single opinion on which the federal government in Germany based its decision. In an outrageous violation of the universally accepted principle, *audiatur et altera pars*, which means that one must also hear the other side, the only person they listened to was Mr. Drosten. That is the very person whose horrific panic inducing prognosis had proved to be catastrophically false 12 years earlier.

We know this, because a whistleblower named David Seiber, a member of the Green Party told us about it. He did so first on August 29th, 2020 in Berlin, in the context of an event at which Robert F. Kennedy Jr also took part, and at which both men gave speeches. And he did so afterwards in one of the sessions of our Corona committee. The reason he did this is that he had become increasingly skeptical about the official narrative propagated by politicians and the mainstream media. He had therefore undertaken an effort to find out about other scientists opinions and had found them on the internet. There he realized that there were a number of highly renowned scientists who held a completely different opinion, which contradicted the horrific prognosis of Mr. Drosten.

They assumed and still do you assume that there was no disease that went beyond the gravity of the seasonal flu, that the population had already acquired cross or T-cell immunity against this allegedly new virus, and that there was therefore no reason for any special measures, and certainly not for vaccinations.

These scientists include Professor John Ioannidis, of Stanford university in California, a specialist in statistics and epidemiology, as well as public health. And at the same time, the most quoted scientist in the world, Professor Michael Levitt, Nobel Prize winner for chemistry and also a biophysicist at Stanford University.

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The German professors, [Kary 00:12:40] Merlin, Sucharit Bhakdi, Knut Wittkowski as well as [Stefan Humburg 00:12:44] and now many, many more scientists and doctors worldwide, including Dr. Mike Yeadon. Dr. Mike Yeadon is the former vice president and scientific director of Pfizer, one of the largest pharmaceutical companies in the world. I will talk some more about him a little later.

At the end of March, beginning of April of 2020, Mr. Seiber turned to the leadership of his Green Party with the knowledge he had accumulated and suggested that they present these other scientific opinions to the public, and explain that contrary to Mr. Drosten's doomsday prophecies there was no reason for the public to panic. Incidentally, Lord Sumption, who served as a judge at the British Supreme Court from 2012 to 2018, had done the very same thing at the very same time that had come to the very same conclusion, that there was no factual basis for panic and no legal basis for the Corona measures.

Likewise, the former president of the German Federal Constitutional Court expressed albeit more cautiously serious doubts that the Corona measures were constitutional. But instead of taking note of these other opinions and discussing them with David Seiber, the Green Party leadership declared that Mr. Drosten's panic messages were good enough for the Green party. Remember, they're not a member of the ruling core coalition, they're the opposition. Still, that was enough for them, just as it had been good enough for the federal government as a basis for its locked decision, they said. They subsequently, the Green Party leadership called David Seiber, a conspiracy theorist without ever having considered the content of his information and then stripped him of his mandates.

Now, let's take a look at the current actual situation regarding the virus's danger, the complete uselessness of PCR tests for the detection of infections and the lockdowns based on non-existent existent infections. In the meantime, we know that the healthcare systems were never in danger of becoming overwhelmed by COVID-19. On the contrary, many hospitals remain empty to this day and some are now facing bankruptcy. The hospital ship, Comfort, which anchored in New York at the time, and could have accommodated a thousand patients, never accommodated more than some 20 patients. Nowhere was there any excess mortality.

Studies carried out by Professor Ioannidis and others have shown that the mortality of Corona is equivalent to that of the seasonal flu. Even the pictures from Bergamo and New York that were used to demonstrate to the world that

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panic was an order proved to be deliberately misleading. Then the so-called Panic Paper was leaked, which was written by the German Department of the Interior. It's classified content shows beyond a shadow of a doubt that in fact, the population was deliberately driven to panic by politicians and mainstream media. The accompanying irresponsible statements of the head of the RKI, remember the CDC, Mr. Wieler, who repeatedly and excitedly announced that the Corona measures must be followed unconditionally by the population without them asking any question, shows that he followed the script verbatim. In his public statements, he kept announcing that the situation was very grave and threatening. Although, the figures compiled by his own institute proved the exact opposite.

Among other things, the Panic Paper calls for children to be made, to feel responsible, and I quote, for the painful torture death of their parents and grandparents, if they do not follow the Corona rules, that is if they do not wash their hands constantly and don't stay away from their grandparents. A word of clarification, in Bergamo the vast majority of deaths, 94% to be exact, turned out to be the result, not of COVID-19, but rather the consequence of the government deciding to transfer sick patients, sick, was probably the cold or seasonal flu, from hospitals to nursing homes in order to make room at the hospitals for all the COVID patients who ultimately never arrived. There at the nursing homes, they then infected old people with a severely weakened immune system, usually as a result of preexisting medical conditions. In addition of flu vaccination, which had previously been administered, had further weakened the immune systems of the people in the nursing homes.

In New York, only some, but by far not all hospitals were overwhelmed. Many people, most of whom were, again, elderly and had serious medical conditions, and most of whom had it not been for the panic mongering would have just stayed at home to recover, raced to the hospitals. There many of them fell victim to healthcare associated infections or nosocomial infections on the one hand, and incidents of malpractice on the other hand, for example, by being put on a respirator rather than receiving oxygen through an oxygen mask.

Again, to clarify COVID-19, this is the current state of affairs, is a dangerous disease, just like the seasonal flu is a dangerous disease. And of course COVID-19 just like the seasonal flu may sometimes take a severe clinical course and will sometimes kill patients. However, as autopsies have shown, which were carried out in Germany in particular by the forensic scientist professor Klaus Puschel in Hamburg, the fatalities he examined had almost all been caused by serious pre-

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existing conditions. And almost all of the people who had died, had died at a very old age, just like in Italy, meaning they had lived beyond their average life expectancy.

In this context, the following should also be mentioned, the German RKI, that is again, the equivalent of the CDC had initially strangely enough recommended that no autopsies be performed. And there are numerous credible reports that doctors and hospitals worldwide had been paid money for declaring a deceased person, a victim of COVID-19, rather than writing down the true cause of death on the death certificate, for example, a heart attack or a gunshot wound. Without the autopsies, we would never know that the overwhelming majority of the alleged COVID-19 victims had died of completely different diseases, but not of COVID-19.

The assertion that the lockdown was necessary because there were so many different infections with SARS-CoV-2. And because the healthcare systems would be overwhelmed is wrong for three reasons, as we have learned from the hearings we conducted with the Corona Committee and from other data that has become available in the meantime. A, the lockdown was imposed when the virus was already retreating. By the time the lockdown was imposed, the alleged infection rates were already dropping again. B, there's already protection from the virus because of cross our T-cell immunity.

Apart from the above mentioned, lockdown being imposed when the infection rates were already dropping, there is also cross or T-cell immunity in the general population against the Corona viruses attained in every flu or influenza wave. This is true, even if this time around a slightly different strain of a Corona virus was at work. And that is because the body's own immune system remembers every virus it has ever battled in the past. And from this experience, it also recognizes this is supposedly new, but still similar strain of the virus from the Corona family. Incidentally, that's how the PCR test for the detection of an infection was invented by now infamous Professor Drosten.

At the beginning of January of 2020, based on this very basic knowledge, Mr. Drosten developed his PCR test, which supposedly detects an infection with SARS-CoV-2. Without ever having seen the real Wuhan virus from China, only having learned from social media reports that there was something going on in Wuhan, he started tinkering on his computer with what would become his Corona PCR test. For this, he used an old SARS virus hoping it would be sufficiently similar to the allegedly new strain of the Corona virus found in

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Wuhan. Then he sent the result of his computer tinkering to China to determine whether the victims of the alleged new Corona virus tested positive. They did. And that was enough for the World Health Organization to sound the pandemic alarm and to recommend the worldwide use of the Drosten PCR test for the detection of infections with the virus now called SARS-CoV-2.

Drosten's opinion and advice was this must be emphasized once again, the only source for the German government when it announced the lockdown, as well as the rules for social distancing and the mandatory wearing of masks. And this must also be emphasized once again, Germany apparently became the center of especially massive lobbying by the pharmaceutical and tech industry, because the world was referenced to the allegedly disciplined Germans should do as the Germans do in order to survive the pandemic.

C, and this is the most important part of our fact finding. The PCR test is being used on the basis of false statements, not based on scientific facts with respect to infections. In the meantime, we have learned that these PCR tests contrary to the assertions of Messrs. Drosten, Wieler and the WHO, do not give any indication of an infection with any virus, let alone an infection with SARS-CoV-2. Not only are PCR tests expressly not approved for diagnostic purposes as is correctly noted on leaflets coming with these tests. And as the inventor of the PCR test, Kary Mullis has repeatedly emphasized, instead, they are simply incapable of diagnosing any disease. That is contrary to the assertions of Drosten and Wieler, and the WHO, which they have been making since the proclamation of the pandemic, a positive PCR test result does not mean that an infection is present. If someone tests positive, it does not mean that they're infected with anything, let alone with a contagious SARS-CoV-2 virus.

Even the United States CDC, even this institution agrees with this. And I quote directly from page 38 of one of its publications on the Corona virus and the PCR tests dated July 13th, 2020 first bullet point says, "Detection of viral RNA may not indicate the presence of infectious virus or that 2019-nCoV is the causative agent for clinical symptoms." Second bullet point says, "The performance of this test has not been established for monitoring treatment of 2019-nCoV infection. Third bullet point says, "This test cannot rule out diseases caused by other bacterial or viral pathogens."

It is still not clear whether there has ever been a scientific correct isolation of the Wuhan virus, so that nobody knows exactly what we're looking for when we test,

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especially since this virus, just like the flu viruses mutates quickly. The PCR swaps take one or two sequences of a molecule that are invisible to the human eye and therefore need to be amplified in many cycles to make it visible. Everything over 35 cycles is as reported by The New York Times and others considered completely unreliable and scientifically unjustifiable.

However, the Drosten test, as well as the WHO recommended tests that followed his example are set to 45 cycles. Can that be because of the desire to produce as many positive results as possible, and thereby provide the basis for the false assumption that a large number of infections have been detected. The test cannot distinguish inactive and reproductive matter. That means that a positive result may happen because the test detects, for example, a piece of debris, a fragment of a molecule, which may signal nothing else, than that the immune system of the person tested won a battle with a common cold in the past.

Even Drosten himself declared in an interview with a German business magazine in 2014, at that time concerning the alleged detection of an infection with the MERS virus, allegedly with the help of the PCR test, that these PCR tests are so highly sensitive that even very healthy and noninfectious people may test positive. At that time, he also became very much aware of the powerful role of the panic and fear mongering media, as you'll see at the end of the following quote. He said then in this interview, "If, for example, such a pathogen scurries over the nasal mucosa of a nurse for a day or so without her getting sick or noticing anything, then she's suddenly a MERS case. This could also explain the explosion of case numbers in Saudi Arabia. In addition, the media there have made this into an incredible sensation."

Has he forgotten this or is he deliberately concealing this in the Corona context, because Corona is a very lucrative business opportunity for the pharmaceutical industry as a whole, and for Mr. Alford Lund, his co-author in many studies and also a PCR test producer. In my view, it is completely implausible that he forgot in 2020 what he knew about the PCR tests and told a business magazine in 2014.

In short, this test cannot detect any infection, contrary to all false claim stating that it can. An infection, a so-called hot infection requires that the virus or rather a fragment of a molecule, which may be a virus, is not just found somewhere, for example, in the throat of a person without causing any damage. That would be a cold infection. Rather, a hot infection requires that the virus penetrates into the cells, replicates there and causes symptoms such as headaches or a sore throat. Only then is a person really infected in the sense of a hot infection. Because only

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then is a person contagious, that is able to infect others. Until then it is completely harmless for both the hosts and all other people that the host comes into contact with.

Once again, this means that positive test results, contrary to all other claims by Drosten and Wieler or the WHO mean nothing with respect to infections as even the CDC knows as quoted above. Meanwhile, a number of highly respected scientists worldwide assume that there has never been a Corona pandemic, but only a PCR test pandemic. This is the conclusion reached by many German scientists, such as professors Bhakdi, Rice, Merlin, [Hogwarts 00:29:11], Walach, and many others, including the above mentioned professor John Ioannidis, and the Nobel Laureate Professor Michael Levitt, from Stanford University.

The most recent such opinion is that of the aforementioned Dr. Mike Yeadon, a former vice president and chief science officer at Pfizer, who held this position for 16 years. He and his co-authors, all well known scientists, published a scientific paper in September of 2020. And he wrote a corresponding magazine article on September 20th, 2020. Among other things he and they state and I quote, "We're basing our government policy, our economic policy and the policy of restricting fundamental rights, presumably on completely wrong data and assumptions about the Corona virus. If it weren't for the test results that are constantly reported in the media, the pandemic would be over because nothing really happened. Of course, there are some serious individual cases of illness, but they're also some in every flu epidemic. There was a real wave of disease in March and April. But since then, everything has gone back to normal. Only the positive results rise and sink wildly again and again, depending on how many tests are carried out, but the real cases of illnesses are over. There can be no talk of a second wave."

"The allegedly new strain of a Corona virus is," Dr. Yeadon continues, "Only new in that it is a new type of the long known Corona virus. There are at least four Corona viruses that are endemic and cause some of the common colds we experience, especially in winter. They all have a striking sequence similarity to the Corona virus. And because the human immune system recognizes the similarity to the virus that has now allegedly been newly discovered, a T-cell immunity has long existed in this respect. 30% of the population had this before the allegedly new virus even appeared. Therefore, it is sufficient for the so-called herd immunity that 15% to 25% of the population are infected with the allegedly new Corona virus to stop the further spread of the virus. And this has long been the case."

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Regarding the all-important PCR tests, Yeadon writes in a piece called Lies, Damned Lies and Health Statistics- The Deadly Danger of False Positives, dated September 20th 2020. And I quote, "The likelihood of an apparently positive case being a false positive is between 89% to 94% or near certainty." Dr. Yeadon in agreement with the professors of immunology [Kimora 00:32:09] from Germany, Capel, from the Netherlands, and Cahill, from Ireland, as well as the microbiologist Dr. Arvay, from Austria, all of whom testified before the German Corona Committee, explicitly points out that a positive test does not mean that an intact virus has been found.

The authors explain that what the PCR test actually measures is, and I quote, "Simply the presence of partial RNA sequences present in the intact virus, which could be a piece of dead virus, which cannot make the subject sick and cannot be transmitted and cannot make anyone else sick. Because of the complete unsuitability of the test for the detection of infectious diseases, it tested positive in goats, sheep, papayas, and even chicken wings. Oxford Professor Carl Heneghan, director of the Center for Evidence-Based Medicine writes that the COVID virus would never disappear, if this test practice were to be continued, but would always be falsely detected in much of what is tested.

Lockdowns, as Yeadon and his colleagues found out, do not work. Sweden with its let's say a fair approach and Great Britain with its strict lockdown, for example, have completely comparable disease and mortality statistics. The same was found by US scientists concerning the different US states. It makes no difference to the incidence of disease, whether a state implements a lockdown or not. With regard to the now infamous Imperial College of London's Professor Neil Ferguson and his completely false computer model's warning of millions of deaths. He says that, and I quote, "No serious scientist gives any validity to Ferguson's model." He points out with thinly veiled contempt, again, I quote, "It's important that you know most scientists don't accept that it," that is Ferguson's model, "Was even faintly right. But the government is still wedded to the model."

Ferguson predicted 40,000 Corona deaths in Sweden by May and a 100,000 by June, but it remained at 5,800, which according to the Swedish authorities is equivalent to a mild flu. If the PCR tests had not been used as a diagnostic tool for Corona infections, there would not be a pandemic and there would be no lockdowns, but everything would have been perceived as just a medium or light wave of influenza. These scientists conclude.

Dr. Yeadon in his piece Lies, Damned Lies and Health Statistics- The Deadly

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Danger of False Positives, writes, "This test is fatally flawed, and must immediately be withdrawn and never used again in this setting unless shown to be fixed." And towards the end of that article, "I have explained how a hopelessly performing diagnostic test has been and continues to be used, not for diagnosis of disease, but it seems solely to create fear."

Now, let's take a look at the current actual situation regarding the severe damage caused by the lockdowns and other measures. Another detailed paper written by a German official in the Department of the Interior, who is responsible for risk assessment and the protection of the population against risks was leaked recently. It is now called the False Alarm Paper. This paper comes to the conclusion that there was, and is no sufficient evidence for serious health risks for the population as claimed by Drosten and Wieler, and the WHO. But the author says there is very much evidence of the Corona measures causing gigantic health and economic damage to the population, which he then describes in detail in this paper. This he concludes will lead to very high claims for damages, which the government will be held responsible for. This has now become reality, but the paper's author was suspended.

More and more scientists, but also lawyers recognize that as a result of the deliberate panic mongering and the Corona measures enabled by this panic, democracy is in great danger of being replaced by fascist totalitarian models. As I already mentioned above, in Australia, people who do not wear the masks, which more and more studies show are hazardous to health, or who allegedly do not wear them correctly are arrested, handcuffed and thrown into jail. In the Philippines, they run the risk of getting shot. But even in Germany and in other previously civilized countries, children are taken away from their parents, if they do not comply with quarantine regulations, distance regulations, and mask wearing regulations.

According to the psychologists and psychotherapists who testified before the Corona Committee, children are traumatized on mass, with the worst psychological consequences yet to be expected in the medium and long term. In Germany alone, 500,000 to 800,000 bankruptcies are expected in the fall to strike small and medium sized businesses, which form the backbone of the economy. This will result in incalculable tax losses and incalculably high and longterm social security money transfers for among other things, unemployment benefits.

Since in the meantime pretty much everybody's beginning to understand the full

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devastating impact of the completely unfounded Corona measures, I will refrain from detailing this any further. I mean, I'll give you a summary of the legal consequences. The most difficult part of a lawyer's work is always to establish the true facts, not the application of the legal rules to these facts. Unfortunately, a German lawyer does not learn this at law school, but his Anglo-American counterparts do get the necessary training for this at their law schools. And probably for this reason, but also because of the much more pronounced independence of the American, Anglo-American judiciary, the Anglo-American law of evidence is much more effective in practice than the German one. A court of law can only decide a legal dispute correctly if it has previously determined the facts correctly, which is not possible without looking at all the evidence. And that's why the law of evidence is so important.

On the basis of the facts summarized above, in particular those established with the help of the work of the German Corona Committee, the legal evaluation is actually simple. It is simple for all civilized legal systems, regardless of whether these legal systems are based on civil law, which follows the Roman law more closely, or whether they're based on Anglo-American common law, which is only loosely connected to Roman law.

Let's first take a look at the unconstitutionality of the measures. A number of German law professors, including professors Kingreen, [Moswig 00:39:36], [Youngblood 00:39:36] and Fosgerau, have stated either in Britain expert opinions or in interviews in line with the serious doubts expressed by the former president of the Federal Constitutional Court with respect to the constitutionality of the Corona measures, that these measures, the Corona measures are without a sufficient factual basis, and also without a sufficient legal basis, and are therefore unconstitutional and must be repealed immediately.

Very recently, a judge, [inaudible 00:40:09], is his name, declared publicly that the German judiciary just like the general public has been so panic stricken, that it was no longer able to administer justice properly. He says that the courts of law and I quote, "Have all too quickly waved through coercive measures, which for millions of people all over Germany represent massive suspensions of their constitutional rights." He points out the German citizens, again I quote, "Are currently experiencing the most serious encroachment on their constitutional rights since the founding of the Federal Republic of Germany in 1949. In order to contain the Corona pandemic, federal and state governments have intervened," he says, "Massively and in part threatening the very existence of the country as it is guaranteed by the constitutional rights of the people."

What about fraud, intentional infliction of damage and crimes against humanity? Based on the rules of criminal law, asserting false facts concerning the PCR tests or intentional misrepresentation as it was committed by Messrs. Drosten and Wieler, as well as the WHO, can only be assessed as fraud. Based on the rules of civil tort law, this translates into intentional infliction of damage. The German professor of civil law, Martin Schwab supports this finding in public interviews. In a comprehensive legal opinion of around 180 pages, he has familiarized himself with the subject matter, like no other legal scholar has done thus far. And in particular has provided a detailed account of the complete failure of the mainstream media to report on the true facts of this so-called pandemic.

Messrs. Drosten, Wieler and Tedros of the WHO, all knew based on their own expertise or the expertise of their institutions, that the PCR tests cannot provide any information about infections, but asserted over and over again to the general public that they can, with their counterparts all over the world, repeating this. And they all knew and accepted that on the basis of their recommendations, the governments of the world would decide on lockdowns, the rules for social distancing and mandatory wearing of masks. The latter representing a very serious health hazard as more and more independent studies and expert statements show.

Under the rules of civil tort law, all those who have been harmed by these PCR test induced lockdowns are entitled to receive full compensation for their losses. In particular, there is a duty to compensate, that is a duty to pay damages for the loss of profits suffered by companies and self-employed persons as a result of the lockdown and other measures. In the meantime, however, the anti-Corona measures have caused and continue to cause such devastating damage to the world's population's health and economy that the crimes committed by Messrs. Drosten, Wieler, and The WHO must be legally qualified as actual crimes against humanity as defined in Section Seven of the International Criminal Code.

How can we do something? What can we do? Well, the class action is the best route to compensatory damages and to political consequences. The so-called class action lawsuit is based on English law and exists today in the USA and in Canada. It enables a court of law to allow a complaint for damages to be tried as a class action lawsuit at the request of a plaintiff, if one, as a result of a damage inducing event to a large number of people suffer the same type of damage. Phrased differently, a judge can allow a class action lawsuit to go forward, if

Dr. Reiner Fuellmich, German Corona Investigative Committee

October 3, 2020

common questions of law and fact make up the vital component of the lawsuit. Here, the common questions of law and fact revolve around the worldwide PCR test based lockdowns and its consequences. Just like the VW diesel passenger cars were functioning products, but they were defective due to a so-called defeat device because they didn't comply with the emission standards, so too the PCR tests, which are perfectly good products in other settings, are defective products when it comes to the diagnosis of infections.

Now, if an American or Canadian company or an American or Canadian individual decides to sue these persons in the United States or Canada for damages, then the court called upon to resolve this dispute may upon request, allow this complaint to be tried as a class action lawsuit. If this happens, all affected parties worldwide will be informed about this through publications in the mainstream media, and will thus have the opportunity to join this class action within a certain period of time to be determined by the court. It should be emphasized that nobody must join the class action, but every injured party can join the class.

The advantage of the class action is that only one trial is needed, namely to try the complaint of a representative plaintiff who is affected in a manner typical of everyone else in the class. This is firstly cheaper, and secondly, faster than hundreds of thousands or more individual lawsuits. And thirdly, it imposes less of a burden on the courts. Fourthly, as a rule, it allows a much more precise examination of the accusations that wouldn't be possible in the context of hundreds of thousands or more likely in this Corona setting, even millions of individual lawsuits.

In particular, the well established and proven Anglo-American law of evidence with its pretrial discovery is applicable. This requires that all evidence relevant for the determination of the lawsuit is put on the table. In contrast to the typical situation in German lawsuits with structural imbalance, that is lawsuits involving, on the one hand a consumer, and on the other hand a powerful corporation, the withholding or even destruction of evidence is not without consequence. Rather, the party withholding or even destroying evidence loses the case under these evidence rules.

Here in Germany, a group of tort lawyers have banded together to help their clients with the recovery of damages. They have provided all relevant information and forms for German plaintiffs to both estimate how much damage they have suffered and join the group or class of plaintiffs who will later join the

class action when it goes forward, either in Canada or the US.

Initially, this group of lawyers had considered to also collect and manage the claims for damages of other non-German plaintiffs, but this proved to be unmanageable. However, through an international lawyers network, which is growing larger by the day, the German group of attorneys provides to all of their colleagues and all other countries free of charge, all relevant information, including expert opinions and testimonies of experts showing that the PCR tests cannot detect infections. And they also provide them with all relevant information as to how they can prepare and bundle the claims for damages with their clients, so that they too can assert their client's claims for damages, either in their home countries' courts of law or within the framework of the class action as explained above.

These scandalous Corona facts gathered mostly by the Corona Committee and summarized above are the very same facts that will soon be proven to be true, either in one court of law or in many courts of law all over the world. These are the facts that will pull the masks off the faces of all those responsible for these crimes. To the politicians who believe those corrupt people, these facts are hereby offered as a lifeline that can help you readjust your course of action and start the long overdue public scientific discussion and not go down with those charlatans and criminals. Thank you.

ITEM 43 BOS PUBLIC COMMENT 002

From: [Susan Ricci](#)
To: [Clerk of the Board Public Email](#)
Subject: Agenda Item #43 Nov. 17 meeting
Date: Monday, November 16, 2020 1:34:53 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear members of the Sacramento County Board of Supervisors,

Please vote against the request to fine businesses not adhering to the governor's shutdown order affecting counties in the purple tier.

There are many reasons to vote against this agenda item. Here are some:

- The mandates are probably unconstitutional. Governor Newsom has been issuing mandates unilaterally for eight months without the input of the state legislature. The county could incur a high cost of litigating lawsuits brought by businesses unconstitutionally fined.
- The shutdowns have been catastrophic to many businesses that have either gone out of business or are teetering on the brink of closing. Most businesses are doing their best to comply with social distancing and hygiene requirements, the costs of which have been overwhelming. Fines could be the tipping point for many of them.
- The most recent shutdown (moving from the red to purple tier) was allegedly mostly a result of residents gathering in their homes. It's nonsensical to shut down businesses to slow the increase of positive cases that are a result of socializing at home.
- Sacramento County is losing tax revenues to surrounding counties which are currently in less restrictive tiers. Our county residents are shopping, eating out, and otherwise spending money outside of Sacramento County.

Thank you for your service,

Susan Ricci
Antelope, CA 95843

ITEM 43 BOS PUBLIC COMMENT 003

From: [Sara RN](#)
To: [Clerk of the Board Public Email](#); [Beilenson. Peter](#); [County Executive](#); [Kasirye. Olivia](#); [Nottoli. Don](#); [Frost. Supervisor](#); [Kennedy. Supervisor](#); [Supervisor Serna](#); [Susan Peters](#)
Cc: freedomisnonpartisan@gmail.com
Subject: Agenda item 43 for November 17, 2020
Date: Saturday, November 14, 2020 12:28:54 AM

To whom it may concern,

After reading over the agenda for 11/17/2020 I'm deeply concerned over item 43. This is an item that drastically affects Sacramento county and it's surrounding counties exponentially, and in a very negative way.

We are all Americans and know the United States as "the land of the free." As a navy veteran I hold these words very true to my heart.

What this board is proposing is not constitutional or legal and is deeply concerning to our American values and way of life. These businesses have every constitutional right to be open and operating to the public. Attempting to fine them or have their licenses revoked is acting like the mafia sending out a hit. This is absolutely unacceptable in this country.

These public health GUIDELINES are not laws in any form and are not required to be followed at all. But I'm sure you're all aware of this. So for this to be being discussed as an option leads me to believe that this board does not hold our American values nor the constitution as they should.

The Sacramento bee reporting:

"That in turn has led to a [surge in hospital cases](#) this month. The number of patients currently in Sacramento County hospitals, 177 as of midweek, is more than double the amount from a month ago."

<https://amp.sacbee.com/news/local/article247167141.html>

This is almost a laughable report. This report does not specify anything other than hospitalizations. Not the diagnosis, symptomatic or not if it is a COVID hospitalization, nor does it state whether the patients are in ICU or in another unit and it doesn't mention a death rate. Also, one must consider how many hospitals are in the Sacramento county area to begin with. Downtown alone you have Sutter, Mercy and UC Davis. Then there are multiple Kaisers and another Mercy on San Juan. So this number is tiny. If even a blimp on the scale. To use to justify a lockdown that will devastate this county even more is inhumane, immoral and disgusting.

As a RN working at one of these hospitals, I can tell you that this is normal during this time of year to have lots of admissions. Hospitals can handle it. We are handling it.

A person must also remember that before COVID, people like cancer patients or other immunocompromised patients, were educated on how to keep themselves healthy and how to avoid those that may pose a risk to them. Not the healthy public having to mask up and lose our livelihoods to protect them, which this board is proposing. Their fear of this is not my freedom ending.

Too much has already been placed on the healthy public. Too much fear has already been instilled in the public. Neighbor is against neighbor. Proposing these increased tyrannical ordinances will worsen the economy. There is no good to come from it.

Thank you

Sara RN

ITEM 43 BOS PUBLIC COMMENT 004

From: [Sara RN](#)
To: [Clerk of the Board Public Email](#); [Beilenson. Peter](#); [County Executive](#); [Kasirye. Olivia](#); [Nottoli. Don](#); [Frost. Supervisor](#); [Kennedy. Supervisor](#); [Supervisor Serna](#); [Susan Peters](#)
Cc: freedomisnonpartisan@gmail.com
Subject: Agenda item 43 for November 17, 2020
Date: Saturday, November 14, 2020 12:28:54 AM

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After reading over the agenda for 11/17/2020 I'm deeply concerned over item 43. This is an item that drastically affects Sacramento county and it's surrounding counties exponentially, and in a very negative way.

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freedom ending.

Too much has already been placed on the healthy public. Too much fear has already been instilled in the public. Neighbor is against neighbor. Proposing these increased tyrannical ordinances will worsen the economy. There is no good to come from it.

Thank you

Sara RN

ITEM 43 BOS PUBLIC COMMENT 005

From: [Lisa Sommer](#)
To: [Susan Peters](#); [Frost, Supervisor](#); [Nottoli, Don](#); [Clerk of the Board Public Email](#)
Cc: ["Lisa Sommer"](#)
Subject: Agenda Item 43
Date: Monday, November 16, 2020 1:36:58 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I am a resident of Fair Oaks, Sacramento County. It has come to my attention that Agenda Item 43 will be discussed at tomorrow's Board of Supervisors meeting. I write to DEMAND you to listen to your constituents and vote AGAINST allowing enforcement of the public health order.

1. Lockdowns do NOT work to reduce the spread of Covid 19. We have 8 months of data. Los Angeles never got out of the purple zone. They never once removed/rescinded the lockdown orders and they still have positive cases. If lockdowns worked, LA would have seen a reduction in positive cases. This did NOT occur, therefore, we know with 100% certainty that lockdowns do NOT stop or slow the spread.
2. The Covid 19 death rate has been decreasing for months. Improved treatments and early diagnosis has reduced the death rate of Covid 19 to numbers similar to that of the flu.
3. Increased number of cases is not cause for lockdown. It is actually a good sign that we're heading toward herd immunity. The important factor is death rate, and that has been decreasing for months.
4. Lockdowns KILL PEOPLE. Literally! We have seen increased depression, addiction, poverty, suicide, child/spousal abuse as a direct result of Covid lockdowns. DO NOT KILL PEOPLE WITH LOCKDOWNS!
5. Our economy cannot survive additional lockdowns. People need to work, and businesses need to operate. They are successfully doing so, SAFELY. Let them conduct business without lockdown officers enforcing the health order with additional fines that no one can afford.
6. Enforcement of the health officer's order creates more division, animosity and anger amongst the citizens of Sacramento County. We have been through ENOUGH. Did you hear Biden? "It's time to HEAL!" Let us responsibly continue our lives in a responsible manner without further animosity, anger, depression and poverty caused by allowing enforcement of the order(s).
7. YOU work for US. YOU represent US. Do your job, listen to the citizens of Sacramento County! Leave us alone to work and live, in responsible, safe manners, as directed by the health officials. We do not need more animosity, more threats, more fear, more division! IT'S TIME TO HEAL! Be part of the solution, not part of the problem.

Sue Frost, Susan Peters and Don Nottoli, I am writing directly to YOU because We the People still believe in you. We are pleading and begging you to do what is RIGHT and let us live (safely, following the health directives) in PEACE. We all know Phil Serna is a corrupt implant who does not represent the people. We can't wait to get him OUT and OFF the Board for good. Vote against Phil Serna and represent the population you swore to support.

Sincerely,
Lisa Pelletier
916.947.1029

ITEM 43 BOS PUBLIC COMMENT 006

From: [JoAnn Harding](#)
To: [Clerk of the Board Public Email](#)
Subject: Agenda Item 43-Nov 17, 2020 BOS Meeting
Date: Monday, November 16, 2020 2:59:51 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear County Supervisors,

Regarding Agenda Item # 43: Please vote AGAINST the county health department's request to institute fines against businesses relating to non-adherence to state or local Covid safety guidelines.

There are many reasons to vote against this measure. Please consider these:

- Unconstitutionality – Some of the governor's one-man orders have already been struck down, and further lawsuits are in progress to strike down Covid mitigation measures of lockdowns, and business closures that are costing lives and livelihoods. Various counties are facing their own lawsuits. Nevada County BOS recently abandoned their scheme of fining businesses. Sacramento County will face its own lawsuits if it attempts to fine business, wasting taxpayer money on litigation. This is in addition to lost tax dollars due to business losses.
- Businesses have already been financially harmed by the actions of the Sac County BOS in choosing to adopt the state's unconstitutional orders. Please do not cause more harm by adopting the county health department's request to impose fines.
- The PCR test is a flawed and unreliable tool for identifying who is infectious. It has resulted in false positives, creating a grossly inflated number of cases. The scientist who created the PCR test never intended it be used the way it's being used – to diagnose "cases." Material about the scientifically inappropriateness of using the PCR test is included in the BOS Agenda Packet for item 43 and is readily available from other sources.
- The inflated "case" numbers resulting from the misuse of the PCR test have been used to impose harsh, life-altering mitigation measures violating the civil liberties of the people of California. Similarly, the Sacramento County BOS has followed suit and imposed the same lockdowns and business closures upon the people of Sacramento County.
- It is no longer debatable that lockdowns, business closures and limitations, and curtailment of human society have had severe consequences on lives, livelihoods, and mental well-being, and are themselves more damaging than Covid.
- We request that the BOS, with the help of the county health department, identify the harm already caused by lockdowns and business interference – quantify how many additional deaths due to unattended health conditions, suicide, and substance overdose; quantify the increase in mental health problems; identify the cost to county businesses from closures and limitations. This should be done immediately. The metrics for identifying these numbers are available from the CDC and other sources.
- Once the above data is known, the BOS should declare the mitigation measures, themselves, to be the cause of a public health crisis and should cease and desist from using them against the people and businesses in Sac County.
- The BOS should adopt a focused approach to dealing with Covid in Sac County and open up.

Thank you for considering our viewpoint. Please vote AGAINST adopting Agenda item 43.

Sincerely,

Ernie & JoAnn Harding
Sacramento, CA

ITEM 43 BOS PUBLIC COMMENT 007

From: [George Dariotis](#)
To: [Clerk of the Board Public Email](#)
Cc: [Mike Dariotis](#); chrisdariotis@osf.com
Subject: Board of Supervisors , Nov 17 meeting item #43 at 9:45am
Date: Monday, November 16, 2020 10:39:14 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Board of Supervisors,

Good Morning, I am a local restaurant owner , The Old Spaghetti Factory, in business since 1978 with five locations in the Sacramento and Placer Counties. I fervently am in opposition to the County Urgency Ordinance enforcement of the Public Order not allowing dine in service. Our industry has bent over backwards to ensure proper protocols and guidelines instituted by all authorities. To my knowledge there is hardly any data or evidence which points to our industry contributing to the statewide increase in Covid-19 cases. Our hospitality industry is being targeted unjustly. Please consider allowing restaurants to set aside at least the 25% indoor seating maximum so that employers don't go out of business and employees not lose their jobs because of layoffs. Thank you very much for your consideration to this most important matter.

Respectfully,
George Dariotis
Owner, The Old Spaghetti Factory Restaurants

ITEM 43 BOS PUBLIC COMMENT 008

From: [Diane Wolfe](#)
To: [Clerk of the Board Public Email](#)
Subject: BOS meeting comment
Date: Monday, November 16, 2020 3:17:44 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

For meeting November 17. item 43

I would like to express my appreciation to Dr's Bielenson and Kasirye for their efforts to balance economic needs with health needs in an effort to keep all of us safe and our businesses and schools still functioning. I want to commend them for continuing their efforts in the face of so much criticism.

I appreciate their efforts to insure there are hospital beds for those who need them, but I don't want to use them. I don't want to catch this disease.

But I would also like to not have to hide in my house washing my groceries to be sure that I am staying safe.

Could you share with the public your data on where infections are spread so that we can make informed decisions about the level of risk we are willing to take? For instance, questions I have:

How many cases have there been of restaurant personnel being infected by customers, and vice versa? Cases with in door dining?
Cases with out door dining?
Cases with take out?

How many cases have there been of hair dressers being infected by customers, and vice versa?

How many cases of infections have occurred in the context of indoor meetings?
Meetings with social distance and masks
Meetings with social distance and no masks.

(Did anyone else get infected after the meeting called by Nav Gil?)

Have you been able to track grocery store infections, museum infections?

Are school infections occurring in masked, distanced classrooms, or from people who are not following the strict protocols?

Thank you for your consideration of this request.

Diane Wolfe

ITEM 43 BOS PUBLIC COMMENT 009

From: [Shelly Ellis](#)
To: [Supervisor Serna](#)
Subject: Business help
Date: Monday, November 16, 2020 4:17:12 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Dear Sir

PLEASE consider YOU are not at risk yet...but how much longer do you expect businesses to survive.

BS on enforcement and fines. Want to enforce and fine? Try “peaceful protests” And people that are coming from out of town to do so

Please VOTE NO - Small Businesses in State of Financial Emergency

On Tuesday the County Health Director will be presenting stricter enforcement and fines for those that do not heed the orders from the color tier system. If local businesses are forced to close for a third time they may never recover; as it is, many have already succumbed to excessive executive mandates.

Trust your communities and businesses to be responsible and function with logic and common sense in a free society. Be the public servant that supports families and businesses, without regard to political bias or influence of special interest groups.

You have been restricted to work within state guidelines, without consideration of local data and circumstances. Yet we can see, even the Governor does not follow his own orders. Please do not further oppress families and businesses through arbitrary tier groupings and enforced guidelines enacted without legislature.

Help local families and businesses survive and thrive, make a positive difference their lives and livelihoods by exercising your privilege to serve:

Please VOTE NO on stricter enforcement and fines.

Thank you,
[YOUR NAME]

Shelly

ITEM 43 BOS PUBLIC COMMENT 010

From: [Youla Jbeily](#)
To: [Supervisor Serna](#)
Subject: Concerned Citizen
Date: Sunday, November 15, 2020 10:32:29 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Mr. Serna,

I am reaching out to you in hopes you can assist me in a matter that I feel needs to be addressed. Our small businesses are dying due to strict enforcement and fines that will be enforced by the County Health Director. If small business close again, they may never be able to recover from the financial damage. We are all responsible adults that need to have choices. I am sure your hands have been tied before in having to work within state guidelines and no response from them on local issues. Our own Governor does not follow his own orders. You now have a chance to make a difference in people's lives and livelihoods. People are dying daily by suicide. I hear on the street that Suicide rate is growing. Some of our elderly are left to live their last few year's in misery. Many families are being broken, children are being abused, underlying health issues are being put to the side while Covid patients get priority, our children are not getting a full education and crimes are increasing. How much more can people be limited to no longer being able to live their lives? Covid cases are up but if you look at the county data deaths are way down. That is the goal, to save lives, it's happening. I beg you for all our families sake to hear our voices in thinking about this and vote no on stricter enforcement.

Thank you so much for your time!

Youla

ITEM 43 BOS PUBLIC COMMENT 011

From: [Angela Patin](#)
To: [Clerk of the Board Public Email](#)
Cc: [Holly Pauls](#)
Subject: Continued funding for COVID Response
Date: Monday, November 16, 2020 8:57:29 AM
Attachments: [Letter to Sac Co Board Supervisors.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Sacramento County Board of Supervisors,

Please see the attached letter in support of Dr. Kasirye and the request for continued COVID Response funding.

Sincerely,
Angela Patin, RN
Credentialed School Nurse
River Delta Unified School District
445 Montezuma Street, Rio Vista, CA 95471
Cell: (916) 417-0352
Email: apatin@rdusd.org

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Ensure funding for COVID-19 testing and support services

Meeting Date: November 17, 2020

Agenda Item Number: 43. 9:45 AM -- Report On COVID-19 Response And Approval Of Urgency Ordinance Allowing Enforcement Of The Public Health Order (Health Services)

To: Sacramento County Board of Supervisors
Supervisor Phil Serna, Chair
Supervisor Patrick Kennedy
Supervisor Susan Peters
Supervisor Sue Frost
Supervisor Don Nottoli

Dear Sacramento County Board of Supervisors,

I urge the Board of Supervisors to ensure that Sacramento County Public Health has sufficient funding past the end of December to continue providing all of the critical public health services necessary to stop the spread of COVID-19. The community needs to know that the Board is ensuring Public Health is funded to do this work effectively.

In addition, I would like to provide my support for Public Health during a time when Sacramento County Leadership, led by Nav Gill, has not prioritized this critical area. It is clear Sacramento County suffers from a needed change in leadership that reflects the priorities of our community.

Widespread testing for COVID-19 is necessary, important, and achievable. Sacramento County Public Health under Dr. Kasirye's leadership has done an incredible job in establishing community testing sites throughout the county and creating wraparound services for community members affected by the virus. Testing and support services must continue and should be expanded given the current increase in spread of the virus. Ensuring funding is critical to the health of our community.

Please invest in our community and commit to continuing funding for testing and support services past the current end date in December. I am urging you to commit to continuing funding for the successful community COVID testing partnership that Sacramento County Public Health has established as well as continuation of services for those impacted by the virus.

Stopping the spread of COVID-19 in general, and particularly among racial and ethnic minorities, and other vulnerable populations that have been disproportionately affected by this pandemic is essential. Communities of color are disproportionately burdened by the COVID-19 pandemic. Some individuals in these communities are essential workers, who cannot work from home, increasing their risk of being exposed to the virus. In addition, multi-generational living situations or multi-family housing arrangements allow the virus to spread more quickly if one household member gets infected.

Comorbid conditions that worsen the health risks of COVID-19, such as heart disease, obesity and diabetes, are also more common in minority communities because of long-standing societal and environmental factors and impediments to healthcare access. Therefore, COVID-19 can spread quickly in these communities, and the impact of that spread is great. **Testing**, particularly of asymptomatic and pre-symptomatic individuals, is key to slowing this spread. Testing of **all** people for SARS-CoV-2, including those who have no symptoms, will help prevent the spread of COVID-19 by identifying people who are in need of care in a timely fashion.

A positive test early in the course of the illness enables individuals to isolate themselves – reducing the chances that they will infect others and allowing them to seek treatment earlier, likely reducing disease severity and the risk of long-term disability, or death. Since it is recognized that nearly half of all SARS-CoV-2 infections are transmitted by people who are not showing any symptoms, identifying infected individuals while they are presymptomatic, as well as those who are asymptomatic, will play a major role in stopping the pandemic.

As stated earlier, widespread testing for COVID-19 is necessary, important, and achievable. Testing must continue and should be expanded given the current increase in spread of the virus.

Please invest in our community and commit to continuing funding past the current end date in December. Please commit to funding for testing and the critical public health services required to protect our community during this unprecedented time.

Sincerely,

Angela Patin, RN CSN
River Delta Unified School District
apatin@rdusd.org
916-417-0352

ITEM 43 BOS PUBLIC COMMENT 012

From: [Derek Stevenson](#)
To: [Clerk of the Board Public Email](#)
Subject: Copy of Board of sups letter
Date: Monday, November 16, 2020 1:42:09 PM
Attachments: [Copy of Board of sups letter.pdf](#)

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Please forward to Susan Peters

Sent from my iPhone

Ensure funding for COVID-19 testing and support services

Meeting Date: November 17, 2020
Agenda Item Number: 43. 9:45 AM -- Report On COVID-19 Response And Approval Of Urgency Ordinance Allowing Enforcement Of The Public Health Order (Health Services)

To: Sacramento County Board of Supervisors
Supervisor Phil Serna, Chair
Supervisor Patrick Kennedy
Supervisor Susan Peters
Supervisor Sue Frost
Supervisor Don Nottoli

Dear Sacramento County Board of Supervisors,

I urge the Board of Supervisors to ensure that Sacramento County Public Health has sufficient funding past the end of December to continue providing all of the critical public health services necessary to stop the spread of COVID-19. The community needs to know that the Board is ensuring Public Health is funded to do this work effectively.

In addition, I would like to provide my support for Public Health during a time when Sacramento County Leadership, led by Nav Gill, has not prioritized this critical area. It is clear Sacramento County suffers from a needed change in leadership that reflects the priorities of our community.

Widespread testing for COVID-19 is necessary, important, and achievable. Sacramento County Public Health under Dr. Kasirye's leadership has done an incredible job in establishing community testing sites throughout the county and creating wraparound services for community members affected by the virus. Testing and support services must continue and should be expanded given the current increase in spread of the virus. Ensuring funding is critical to the health of our community.

Please invest in our community and commit to continuing funding for testing and support services past the current end date in December. I am urging you to commit to continuing funding for the successful community COVID testing partnership that Sacramento County Public Health has established as well as continuation of services for those impacted by the virus.

Stopping the spread of COVID-19 in general, and particularly among racial and ethnic minorities, and other vulnerable populations that have been disproportionately affected by this pandemic is essential. Communities of color are disproportionately burdened by

the COVID-19 pandemic. Some individuals in these communities are essential workers, who cannot work from home, increasing their risk of being exposed to the virus. In addition, multi-generational living situations or multi-family housing arrangements allow the virus to spread more quickly if one household member gets infected.

Comorbid conditions that worsen the health risks of COVID-19, such as heart disease, obesity and diabetes, are also more common in minority communities because of long-standing societal and environmental factors and impediments to healthcare access. Therefore, COVID-19 can spread quickly in these communities, and the impact of that spread is great. **Testing**, particularly of asymptomatic and pre-symptomatic individuals, is key to slowing this spread.

Testing of ***all*** people for SARS-CoV-2, including those who have no symptoms, will help prevent the spread of COVID-19 by identifying people who are in need of care in a timely fashion. A positive test early in the course of the illness enables individuals to isolate themselves – reducing the chances that they will infect others and allowing them to seek treatment earlier, likely reducing disease severity and the risk of long-term disability, or death. Since it is recognized that nearly half of all SARS-CoV-2 infections are transmitted by people who are not showing any symptoms, identifying infected individuals while they are presymptomatic, as well as those who are asymptomatic, will play a major role in stopping the pandemic.

As stated earlier, widespread testing for COVID-19 is necessary, important, and achievable. Testing must continue and should be expanded given the current increase in spread of the virus.

Please invest in our community and commit to continuing funding past the current end date in December. Please commit to funding for testing and the critical public health services required to protect our community during this unprecedented time.

Sincerely,

Derek Stevenson, District 3
derekstevnsnson@sbcglobal.net
916-486-1478

- Number of deaths: 2,839,205
- Life expectancy: 78.7 years
- Infant Mortality rate: 5.66 deaths per 1,000 live births

Source: [Mortality in the United States, 2018, data tables for figures 1, 2, and 4](#)

Number of deaths for leading causes of death:

- Heart disease: 655,381
- Cancer: 599,274
- Accidents (unintentional injuries): 167,127
- Chronic lower respiratory diseases: 159,486
- Stroke (cerebrovascular diseases): 147,810
- Alzheimer's disease: 122,019
- Diabetes: 84,946
- Influenza and Pneumonia: 59,120
- Nephritis, nephrotic syndrome and nephrosis: 51,386
- Intentional self-harm (suicide): 48,344

Source: [Mortality in the United States, 2018, data table for figure 2](#)



<https://www.cdc.gov/nchs/festatals/deaths.htm>

We've all read the ineffectiveness of the PCR test and that it was never even designed to be used in this fashion. The rate of false positives is astronomical. If you're having to test asymptomatic people to see if they potentially have a virus, that shows you how benign this truly is.

Hospitals treating COVID are using steroids, which by default LOWERS YOUR IMMUNE SYSTEM! The patients are then deprived of good nutrition, sunlight and social interaction due to quarantine. They are being hit from mental, physical and emotional sides of this. The elderly may not choose to continue fighting simply for the lack of compassion and loved ones.

People are dying WITH COVID and not FROM COVID. This is a stark difference. Most are dying from it with one or more comorbidities such as the fore mentioned heart disease, respiratory issues etc.

https://secure.web.cescon.com/1/64/8/4/MzZlOEQvOjRkS1MjYjDjhlks_ZW5SMw3CE_5a10ENzjwFluWdDhsmv3VU11s0DIjEbusse2P9jWd4ymJc_aX18FH_D2H1J07ZWPqHjEdm_PqP2NcXhnt6Vb4yHqR2_MZNS7yAWAFU2Zp8Rc09su6935a0Djy0cA9DWYAjs1ccY8UM3SAWK_MTwS9f0eWdy0qTm4jVDN_KLHY1wTC7pGnd_kYcHqW06sNNE1b4t0v9zjccwpF_RH14hWp1SHICeYhs3tps%3A%2F%2F6x8.com%2Fawc%2Fccronaxu%2Fawc-cdc-report-shows-94-of-covid-19-deaths-in-us-had-underlying-medical-conditions%2F

There are so many studies out on the use of high dose vitamin c and that most people today are depleted in vitamin d, both of which are required for a healthy immune system. Studies have shown adequate doses have fought the flu effectively even. So why is this not being pushed like lockdowns and face masks? Why are the only things being pushed are the tired and true INEFFECTIVE ways of defeating a benign virus? Pneumonia is up because people are breathing in constantly what their body is trying to expel. My own mother started coughing up blood last spring because she didn't realize this. Thankfully after two long months of antibiotics she healed but this is a failure on those who continue to push this false hope and horrible "science". The lay person doesn't understand biology and look to these supposed "experts" who appear to just regurgitate whatever narrative it is that week. This has to stop.

https://secure.web.cescon.com/1/mef7aHAs7AHZUJ6GuaH4fuAeTmnyJAAS8XceDceNSDecew2mbz28PenqmfisGsk4bQkZZz05eGWDMMARF08cT4H0Vz89Rk0BFP2W_f-d4ks4VH84PWw5eGTYqVAYXON6wWasyqDjN204K6b7J2_Gc_R2R_7Jqk-CCT9ySByOEN2HHMA0eVgDpPTAroy11U4N8HIC5Y_BnAAU1S1hYeaSB4RgqjC5eRoa8s0l8bWRKQX4F59U06v2H1ZemT16kky317WkKw1wU7H1KkYchttps%3A%2F%2Fthedeadlist.com%2F2020%2F10%2F12%2Fock-study-finds-overa-hedmg-amjarity-of-people-getting-cronaxime-wccc-mask-c9f

<https://www.mechanmind.com/blog/2020-10-10-an-evidence-based-scientific-analysis-of-why-masks-are-ineffective-unnecessary-and-harmful/>

https://secure-web.cisco.com/1_785VAKqrE1W4iSM1pPw1RCh0YwV6T1hRKNJ4FQ4nGyYAI0570Yk0buYz9z9zRiu0vva3z9zPz3PzOXmAcM4QEmN3U0Emr5015A1W9hgD0IymGYh09u8S_pC-MQCml11hsTRBKHG1_Gf3a5tB1aWv780Jlhaqsa_3CW51dNuhMcywqKfoqC8d4wrc0M-aADMG0D7haFzC1_mzZmpq2Hmpa-pbfafP8WwG64dr0GfcaBh3s2f3xcp0baS8mfc33fHDK8oaVfB1_es0D0_Dx3mpe33A52F52f3bcfdedml.com%2F2020%2F10%2F20%2Fphase12-graphic-show-mask-mandates-do-nothing-to-stop-scotd%2F
https://secure-web.cisco.com/1_e6b0t1G80fWU6GLTzscw0_m5DfH-c0Rv4SSsmTz_HYzF-aGd1f536u9RZP1adS_S0DVA1Dc90J1TSTsJNTHYK0D-KCaCFBmCzJUAERIPaRwps5NIm2apY67W0A0L6n6A3h-f6PvY6P27haq02-HYUk8b-ep3VZA5dcaR1yY283z9z9zWc0PzMDqT2oN0j0y0zMP490DyqH11h3s0W38Nuh3F-4f64XWAmCzS807z9z9zTfC0A8F3d9-4mp93A5z9z9z2fwww.britbart.com%2Fpolicies%2F2020%2F10%2F14%2F-c-study-85-of-coronavirus-patients-reported-wearing-masks-salvays-cc-0fem%2F

This is the land of the free. My freedom does not end where your fear begins. You do not quarantine the healthy to "protect" the vulnerable. Society is collapsing. If this is the true intention, then great job! If not, stop trying to infringe on our God given rights to breathe and be free!

Thank you.

From a Sacramento county RN

ITEM 43 BOS PUBLIC COMMENT 014

From: mcffnp@aol.com
To: [Clerk of the Board Public Email](#)
Subject: Ensure public health and safety by continuing funding for COVID-19 testing and support services
Date: Sunday, November 15, 2020 7:14:25 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Ensure public health and safety by continuing funding for COVID-19 testing and support services

Meeting Date: November 17, 2020

Agenda Item Number: 43. [9:45 AM -- Report On COVID-19 Response And Approval Of Urgency Ordinance Allowing Enforcement](#)

Of The Public Health Order (Health Services)

To: Sacramento County Board of Supervisors
Supervisor Phil Serna, Chair
Supervisor Patrick Kennedy
Supervisor Susan Peters
Supervisor Sue Frost
Supervisor Don Nottoli

Dear Sacramento County Board of Supervisors,

I urge the Board of Supervisors to ensure that Sacramento County Public Health has sufficient funding past the end of December to continue providing all of the critical public health services necessary to stop the spread of COVID-19. The community needs to know that the Board is ensuring Public Health is funded to do this work effectively.

In addition, I would like to provide my support for Public Health during a time when Sacramento County Leadership, led by Nav Gill, has not prioritized this critical area. It is clear Sacramento County suffers from a needed change in leadership that reflects the priorities of our community.

Widespread testing for COVID-19 is necessary, important, and achievable. Sacramento County Public Health under Dr. Kasirye's leadership has done an incredible job in establishing community testing sites throughout the county and creating wraparound services for community members affected by the virus. Testing and support services must continue and should be expanded given the current increase in spread of the virus. Ensuring funding is critical to the health of our community.

Please invest in our community and commit to continuing funding for testing and support services past the current end date in December. I am urging you to commit to

continuing funding for the successful community COVID testing partnership that Sacramento County Public Health has established as well as continuation of services for those impacted by the virus.

Stopping the spread of COVID-19 in general, and particularly among racial and ethnic minorities, and other vulnerable populations that have been disproportionately affected by this pandemic is essential. Communities of color are disproportionately burdened by the COVID-19 pandemic. Some individuals in these communities are essential workers, who cannot work from home, increasing their risk of being exposed to the virus. In addition, multi-generational living situations or multi-family housing arrangements allow the virus to spread more quickly if one household member gets infected.

Comorbid conditions that worsen the health risks of COVID-19, such as heart disease, obesity and diabetes, are also more common in minority communities because of long-standing societal and environmental factors and impediments to healthcare access. Therefore, COVID-19 can spread quickly in these communities, and the impact of that spread is great. **Testing**, particularly of asymptomatic and pre-symptomatic individuals, is key to slowing this spread.

Testing of **all** people for SARS-CoV-2, including those who have no symptoms, will help prevent the spread of COVID-19 by identifying people who are in need of care in a timely fashion. A positive test early in the course of the illness enables individuals to isolate themselves – reducing the chances that they will infect others and allowing them to seek treatment earlier, likely reducing disease severity and the risk of long-term disability, or death. Since it is recognized that nearly half of all SARS-CoV-2 infections are transmitted by people who are not showing any symptoms, identifying infected individuals while they are presymptomatic, as well as those who are asymptomatic, will play a major role in stopping the pandemic.

As stated earlier, widespread testing for COVID-19 is necessary, important, and achievable. Testing must continue and should be expanded given the current increase in spread of the virus.

Please invest in our community and commit to continuing funding past the current end date in December. Please commit to funding for testing and the critical public health services required to protect our community during this unprecedented time.

Sincerely,

Christie London, District 1

mcffnp@aol.com

916-752-4008

ITEM 43 BOS PUBLIC COMMENT 015

From: [April Barcenas](#)
To: [Clerk of the Board Public Email](#)
Subject: Mtg 11/17/20 Agenda item 43
Date: Monday, November 16, 2020 12:20:08 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I would like to express my disgust in your agenda item 43 to allow "enforcement" of the public health order. Our small business is already being decimated by lockdown orders in effect since March/April. If you pass this order you will put Sacramento in league with authoritarian regimes who put enforcement above common sense. The orders are already lopsided where Churches are told to stop indoor services vs pot shops and abortion facilities who are allowed to remain open. The people are seeing the inconsistencies in your selective mandates. I urge you to show us that Sacramento is not an authoritarian city by voting NO on this agenda item. If you want to solve the enforcement problem then grant the business's indemnity or have people sign waivers instead. Americans should have their medical and civil rights respected, that should always be first and foremost in your minds as leaders.

Respectfully,

April Barcenas
Resident Sacramento County District 2

ITEM 43 BOS PUBLIC COMMENT 016

From: arcangelms@aol.com
To: [Supervisor Serna](#)
Cc: [Supervisor Serna](#); [Kennedy. Supervisor](#); [Nottoli. Don](#)
Subject: No on fines for health clubs
Date: Monday, November 16, 2020 1:19:11 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

The new sources of COVID are to be believed from private gathers and elder care facilities, yet county health officials want to fine health clubs and bars, and close indoor dining for restaurants. That makes no sense at all. None.

Have anyone of you actually made a visit to a health to observe the members. They don't walk around the gym breathing on each other and then look at the ventilation systems. Supervisor Frost make a visit to California Family Fitness in Orangevale and look at the ventilation system.

When you drive around the county and the signs you see are FOR LEASE and AVAILABLE and the restaurant industry has been destroyed. The taxpaying restaurant industry.

The lockdown that you elected officials have installed says one thing. It's okay to ask and expect one segment of society to give up their livelihood for another. And that is immoral.

I ask you officials this question: Have anyone one of you felt the consequences of your decision to lockdown and shut down business? Have anyone of the health officials lost any money or been put into poverty? NO!!! You are still get taxpayer's dollars in your pocket!

So no, let's no fine health clubs as they aren't responsible for the spread of the virus. By the way why does the county need to finance two health departments?

Michael Santos
3932 Weybridge Way
Antelope CA 95843

P.S Why no public outrage from you folks over Newsom's for his visit to the French Laundry for dinner...

ITEM 43 BOS PUBLIC COMMENT 017

From: [Augusta Hunt](#)
To: [Clerk of the Board Public Email](#)
Subject: Opinion to be read pertaining to item 43 for meeting on 11/17
Date: Monday, November 16, 2020 2:07:44 PM
Attachments: [Board of Supervisors.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

The attached letter is for the Board of Supervisor's meeting to be held on November 17, 2020. It is in regard to item number 43 on the agenda.

Thank you very much,

Augusta Hunt

Dear Board of Supervisors:

Sacramento's restaurants, gyms, and churches have done a phenomenal job of adjusting to the ever-changing requirements placed on them due to Covid. Many of them have gone above and beyond in trying to ensure their patrons are safe and comfortable while enjoying these establishments. Your plan to help stop the transmission of Covid by penalizing hard-working business owners and places of worship is nonsensical.

Sacramento County promotes the strategies of reducing stress from Covid by maintaining a routine, staying active, staying connected, and expressing gratitude. We can all agree that connecting with family and friends, maintaining a healthy and active lifestyle, and having a strong faith are vital components to people's overall well-being. While the County claims to promote its citizens' well-being, fining people for trying to earn a living, putting employees out of work, not permitting people to work out at fitness centers, and not allowing people to come together to worship creates the opposite effect on people. It is important not just to consider a person's physical well-being, but also take into consideration a person's mental, emotional, and spiritual health.

I would like to suggest that Sacramento County take an approach similar to our neighboring Placer County. Placer County is actively encouraging small businesses and employees to succeed rather than taking a punitive approach. This is not to suggest that businesses should not be taking proper precautions to prevent the spread of COVID (social distancing, masks, hand sanitizer, etc.). However, businesses and churches need to be allowed to remain open and operational especially during these winter months.

As a senior mental health clinician with Sacramento County, I have seen how devastated people have been due to the effects of COVID. Mental health significantly declines in the absence of employment, ability to pay bills, and feelings of self-worth brought about by working. Places of worship lift people's spirits, foster a sense of belonging and community for people, and allow people to express their freedom of religion. Please don't let Sacramento County's plan to deal with Covid be to let businesses die and watch jobs be forever lost. Enough is enough!

Thank you,

Augusta Hunt

ITEM 43 BOS PUBLIC COMMENT 018

From: [Üraina Signorelli](#)
To: [Supervisor Serna](#)
Subject: Please VOTE NO - Small Businesses in State of Financial Emergency
Date: Sunday, November 15, 2020 7:55:38 PM
Importance: High

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Mr. Serna,

On Tuesday the County Health Director will be presenting stricter enforcement and fines for those that do not heed the orders from the color tier system. This will kill our local small businesses. Guidance and the fines imposed are not laws. If businesses close for a third time they may never recover, like the many that have already succumbed to excessive governing by executive mandate.

Communities and their businesses need the freedom to respond and function with logic and common sense; with choices and the ability to act like responsible adults. Be the public servant you claim to be, one that strengthens our communities and their welfare by supporting families and businesses in a free society.

Your hands have been tied before in having to work within state guidelines, and no response from them on local issues. As we can see, even the Governor does not follow his own orders. You now have a chance to make a difference in people's lives and livelihoods; to not oppress families and businesses through arbitrary tier groupings and enforcing mandates without legislature.

COVID cases are up but the county data shows deaths are way down. Save lives is the goal, and it's happening. At this point it is pretty hard to legitimize a state of emergency. We know how to treat, a vaccine is ready to be released that is 90% effective. The death rate doesn't justify a continuation of a state of emergency even without either of those.

If you truly want local families and businesses to thrive, don't be a tool for unconstitutional orders.

Exercise your privilege to serve: Please VOTE NO on stricter enforcement and fines.

Thank you,
Üraina Signorelli

ITEM 43 BOS PUBLIC COMMENT 019

From: [Meleva Platt](#)
To: [Supervisor Serna](#); [Kennedy, Supervisor](#); [Susan Peters](#); supervisorFrost@sacounty.net; [Nottoli, Don](#)
Subject: Please VOTE NO - Small Businesses in State of Financial Emergency
Date: Sunday, November 15, 2020 11:13:45 PM

Im appalled that the County Health Director will be presenting stricter enforcement and fines for those that do not heed the orders from the color tier system. As a single mother who started a small business to feed my two young children after job loss, the idea that you would punish business owners financially is disgusting. Feeding, clothing and keeping a roof over my children's heads is essential to me and them. It is bad enough they cannot go to school, now I'm struggling just to care for them. If local businesses are forced to close for a third time they may never recover; as it is, many have already succumbed to excessive executive mandates, including mine. I was never able to get any financial assistance, I had to close my doors and file bankruptcy.

Trust your communities and businesses to be responsible and function with logic and common sense in a free society. Be the public servants that supports families and businesses, without regard to political bias or influence of special interest groups.

You have been restricted to work within state guidelines, without consideration of local data and circumstances. Yet we can see, even the Governor does not follow his own orders. Please do not further oppress families and businesses through arbitrary tier groupings and enforced guidelines enacted without legislature.

Help local families and businesses survive and thrive, make a positive difference their lives and livelihoods by exercising your privilege to serve:
Please VOTE NO on stricter enforcement and fines.

Thank you,
Meleva Walker

ITEM 43 BOS PUBLIC COMMENT 020

From: [Carrie H](#)
To: [Supervisor Serna](#)
Subject: Please vote NO and save small business!
Date: Saturday, November 14, 2020 9:46:33 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Mr. Serna,

Good evening. I hope this message finds you well. On Tuesday, the Sacramento county health director will be presenting stricter enforcement and fines for those who do not heed the orders from the color tier system. Our small businesses are dying or feeling extremely defeated. If they close for a third time they may never recover. People need choices and the ability to act like responsible adults. Your hands have been tied before in having to work within state guidelines and no response from them on local issues. As we can see, even Governor Newsom does not follow his own orders. You now have a chance to make a difference in people's lives and to their livelihoods. Cases may be up but if you look at the data on deaths in our county, they are way down. That was the goal, to save lives, and it's happening. I beg you to vote **NO** on stricter enforcement and fines.

Thank you for your time and consideration for the citizens and business owners in Sacramento county.

Respectfully,

[Carrie Hutchings](#)

By wisdom a house is built, and through understanding it is established, through knowledge its rooms are filled with rare and beautiful treasures. | Proverbs 24: 3-4

ITEM 43 BOS PUBLIC COMMENT 021

From: [Cathy Taylor](#)
To: [Clerk of the Board Public Email](#)
Subject: public comment for nov 17, agenda item 43
Date: Monday, November 16, 2020 8:05:05 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Dear BOS

I am a business owner and resident of district 1 in Nevada County.

I am requesting that you do not allow enforcement of the public health order.

It is not necessary and a waste of precious resources. From what I observe, people have been following the orders. If positive tests are rising and these policies are being followed for the majority, then perhaps questioning the effectiveness of the public health orders would be a more valuable use of your time?

Making our county like a police state is wrong. If there are more restrictions coming into our county, then I fear that I will be forced to close my business. My 22 year old business won't survive another lock down. The public health emergency that needs attention is increased suicide rates in our younger generation, isolation and depression in the older population, education gaps in socioeconomic divided groups, and coming increased unemployment. Nevada county is in a bubble and not feeling the effects of the lock downs and restrictions economically the way other communities are, but we are not immune to it getting to us here. Keep us open and keep us responsible for ourselves.

Cathy Taylor

ITEM 43 BOS PUBLIC COMMENT 022

From: [Shawn Farmer](#)
To: [Clerk of the Board Public Email](#)
Subject: Public comment regarding Agenda item #43 urgency ordinance
Date: Saturday, November 14, 2020 11:06:37 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

I would like to request that my following email be read aloud for public comment during the upcoming County Board of Supervisors meeting in regards to the urgency ordinance. Thank You.

Dear Honorable Supervisors,

I am writing to you all on behalf of the small businesses of my city of Galt, to appeal to you regarding the urgency ordinance being presented to you today and the new round of business closure mandates handed down by our Governor. You and your constituents will be asked to support recommendations of enforcement measures against our business for non-compliance. As you are all aware, these closures are decimating our small business landscape, especially in small towns like Galt. The first round of closures hit our city hard with some businesses closing for good, and many others still reeling, and may not ever fully recover. Now, they are being dealt another unfair blow by this latest announcement. These mandates, being touted as a necessary measures for public safety, are blatantly unfair and misdirected. The cause of the recent uptick in Covid-19 cases has been stated by state leaders and health officials to be from two sources: The first is "skilled nursing facilities" and the second being "Private household gatherings". If this is the case, then why are the small businesses owners such as restaurants, cafes, coffee shops, gyms, etc., being targeted by these shutdowns? Most of these businesses have been doing their part in taking safety precautions, abiding by guidelines for their employees, and even making the sacrifice of operating under significantly reduced capacities. These small restaurants are not corporate places with drives throughs or corporate money to fall back on. Now, for no fault of theirs, being forced to shutter again. How is this fair? If private gatherings are to blame, why are public businesses being penalized? Moreover, the closures themselves are inconsistent and frankly biased. If gatherings are the causes, then why are we not focusing on the places where the most gather? Why are we focused on the smallest businesses with the smaller capacities? Our big box corporate retailers, which have THOUSANDS of customers EVERY day, have not been, or ever been, handed any type of closure orders. Why? Is it because they are deemed "essential"? We all know that term is subjective, and essential items can vary from person to person. These big retailers have never been forced to try to conduct business on an "outside only" basis, or any other unreasonable guidelines. On the contrary, these types of businesses are posting RECORD sales during these difficult times. These places are always crowded with people, and face covering and social distancing guidelines are requested but rarely enforced. So I ask again, what sense does this targeted approach, misdirected at those who are least responsible, make any sense?

Now, on the backs of these mandates, your county health experts will now be asking you and your fellow Supervisors to authorize new, stricter enforcement measures. Measures which will primarily fall on our small crippled businesses, criminalizing them for trying to simply protect their livelihoods. Such enforcement attacks their constitutional right to due process, their right to make a living, and the right to provide for their families. You will be asked to approve enforcement to criminalize business owners, fining them, even taking away their licenses to conduct business. Businesses that many have worked hard for their whole lives to build and invested all they have in them.

So I ask you: Is this treatment of law abiding business owners going to change the positive case counts in a nursing home? Is fining a restaurant owner going to keep a local family from hosting a 20 person birthday party privately their home? No, it will not. But what these mandates and enforcement will do is force businesses to lay off employees, fall behind on their rents and accounts, and ultimately shutter completely. On the matter of Covid, my 24 year daughter works as a nurse in a nursing facility. She and her staff are required to abide by the strictest of safety measures and sanitary practices; Wearing masks, face shields over their mask, gloves, and gowns. The staff is tested constantly, and residents are not allowed to have any outside visitors. With all of that, their positive case counts continue to increase. Why is this? Are all these measures really working?? I dont know. I don't think any of us do. But what I do know, is that targeting our local small businesses that have nothing to do with these facilities and their case counts, is NOT the answer.

If there are going to be closures, they need to be fair; They need to be consistent.

Its not up to the Government to pick winners and losers. So I urge you PLEASE, when considering any actions of enforcement measures brought before you today, that you think about these businesses. Think about how many of whom are family operated and are a sole source of income; Not just in my city of Galt, but in many communities around our county. Ask yourself, If it was your business, and you were being faced with the choice of closure compliance, spelling certain doom for your business, or take your chances by defying them at hopes to survive, What would you do?

So Please think of what you are being asked to do and if it is FAIR. Is this going to do more harm than good and will it really solve the core of problem?

All these people want to do is provide for their families. They are not criminals, so I ask you please, do not approve measures that treat them like they are.

Sincerely,

Shawn Farmer
Councilman
City of Galt
sfarmer@cityofgalt.org

ITEM 43 BOS PUBLIC COMMENT 023

From: [Sara RN](#)
To: [Clerk of the Board Public Email](#); [Beilenson. Peter](#); [County Executive](#); [Kasirye. Olivia](#); [Nottoli. Don](#); [Frost. Supervisor](#); [Kennedy. Supervisor](#); [Supervisor Serna](#); [Susan Peters](#)
Cc: freedomisnonpartisan@gmail.com
Subject: Serna's Social Media Rant
Date: Saturday, November 14, 2020 12:57:45 AM

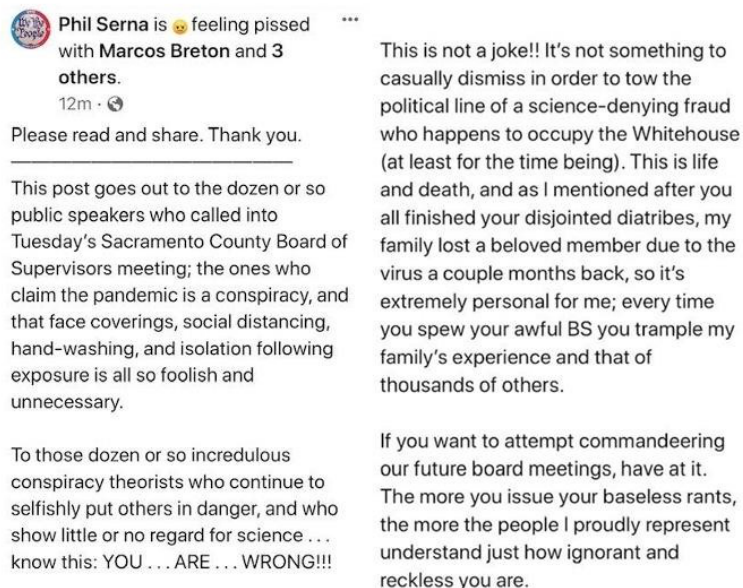
Mr. Serna,

I wanted to write to you today because of the disgusting public comment you made on social media after a board meeting recently. See below for a reference of what I am writing about.

After constituents called in to request the end of the County Public Health Emergency Declaration, the Chair of the Sacramento County Board of Supervisors, Phil Serna, responded unprofessionally with unfounded accusations.

This public rant on Facebook was in addition to him telling constituents that called in for Public Comment on November 3rd, to stop calling. No conspiracies have been cited (you can go back and listen to what constituents said as it's all public record), no politics were brought in, nobody dismissed handwashing but many referenced scientific articles on PCR test efficacy, the lack of scientific studies on the safety of masks and many expressed concerns about the economic impact, the rise in mental health issues, rise in suicide rates, children suffering through distance learning and the overall effects of isolation. This is the head of our board, an elected official, and how he carries himself when he has a different opinion than constituents.

The solution: More people need to email and/or call in for Public Comment. A dozen people he or they can dismiss, hundreds, not so much. Don't let this behavior go unchecked.



The image is a screenshot of a Facebook post. On the left, the post header shows a profile picture of Phil Serna, followed by the text "Phil Serna is 🤔 feeling pissed with Marcos Breton and 3 others." Below this, it says "12m · 🌐". The main text of the post reads: "Please read and share. Thank you." followed by a horizontal line and then "This post goes out to the dozen or so public speakers who called into Tuesday's Sacramento County Board of Supervisors meeting; the ones who claim the pandemic is a conspiracy, and that face coverings, social distancing, hand-washing, and isolation following exposure is all so foolish and unnecessary." Below that, it says "To those dozen or so incredulous conspiracy theorists who continue to selfishly put others in danger, and who show little or no regard for science . . . know this: YOU . . . ARE . . . WRONG!!!" On the right side of the screenshot, there is a comment that reads: "This is not a joke!! It's not something to casually dismiss in order to tow the political line of a science-denying fraud who happens to occupy the Whitehouse (at least for the time being). This is life and death, and as I mentioned after you all finished your disjointed diatribes, my family lost a beloved member due to the virus a couple months back, so it's extremely personal for me; every time you spew your awful BS you trample my family's experience and that of thousands of others." Below the comment, there is another line of text: "If you want to attempt commandeering our future board meetings, have at it. The more you issue your baseless rants, the more the people I proudly represent understand just how ignorant and reckless you are."

It absolutely boggles my mind how an elected official has the audacity to speak such hateful and bigoted comments, let alone publicly. Someone who states on their own bio that they

“ I consider it a privilege to serve on the Sacramento County Board of Supervisors representing residents in one of the region's most diverse constituencies. Growing up in a home where civic engagement was a part of everyday life, I learned at a young age that it is not enough to sit on the sidelines and let government happen to you. A commitment to lead and the privilege of representing a community is about ensuring everyone has a voice in

shaping the public policies governing our lives.”

Have you forgotten what you've written? Or was it just a lie to begin with and your true self is being seen?

I also noticed while reading your bio that you don't have any education in health and science. Yet you attempt to speak with such authority over the matter and even go as far as to show your true political colors by referencing yet more falsehoods on the presidential election. But I'll leave that for another day.

Calling people you don't agree with names is because you have no argument nor facts to stand on. You have absolutely no clue what you're even discussing and it's clear you have a personal agenda to this.

You mention a loved one who died from covid. While I'm sorry for your loss, you probably don't understand even what happened yourself. The likelihood that your loved one died from covid and not just with covid is small at best. The cdc has come out with more accurate counts that more deaths are from comorbidities than the virus itself. Actually a couple months ago the number dropped to below 10,000 deaths from covid itself countrywide. But you call people like myself science denying and conspiracy theorists? I actually have a bachelors degree in health science. I've actually been working and caring for patients diagnosed with covid in a Sacramento hospital. Would you still consider me a conspiracy theorist? After all, science is my livelihood so I'm actively continuing my education in it.

From your complete lack of respect and blatant vendetta towards people who have read research and the recommendations, I'm asking that you resign immediately. You clearly have issues that need to be dealt with and that are affecting how you perform your civic duties.

I pray you're able to open your mind to the actual scientific data that is available to you. If so I am more than happy to discuss it with you in any matter you'd chose. After all, being a RN, part of my job is public health education. Clearly you could benefit from this.

Have a great day,

Sara RN

ITEM 43 BOS PUBLIC COMMENT 024

From: [Kim Bearup](#)
To: [Supervisor Serna](#)
Subject: Stricter Endorsements and Fines
Date: Saturday, November 14, 2020 10:23:55 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Good evening.

I hope this message finds you well. On Tuesday, the Sacramento county health director will be presenting stricter enforcement and fines for those who do not heed the orders from the color tier system. Our small businesses are dying or feeling extremely defeated. If they close for a third time they may never recover. People need choices and the ability to act like responsible adults. Your hands have been tied before in having to work within state guidelines and no response from them on local issues. As we can see, even Governor Newsom does not follow his own orders. You now have a chance to make a difference in people's lives and to their livelihoods. Cases may be up but if you look at the data on deaths in our county, they are way down. That was the goal, to save lives, and it's happening. I beg you to vote NO on stricter enforcement and fines.

Thank you for your time and consideration for the citizens and business owners in Sacramento county.

Respectfully,

ITEM 43 BOS PUBLIC COMMENT 025

From: [Anthony Signorelli](#)
To: [Supervisor Serna](#)
Subject: SUBJECT - Please VOTE NO - Small Businesses in State of Financial Emergency
Date: Monday, November 16, 2020 7:08:33 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Sacramento County Board of Supervisors Board Member,
On Tuesday the County Health Director will be presenting stricter enforcement and fines for those that do not heed the orders from the color tier system. If local businesses are forced to close for a third time they may never recover; as it is, many have already succumbed to excessive executive mandates.

Trust your communities and businesses to be responsible and function with logic and common sense in a free society. Be the public servant that supports families and businesses, without regard to political bias or influence of special interest groups.

You have been restricted to work within state guidelines, without consideration of local data and circumstances. Yet we can see, even the Governor does not follow his own orders. Please do not further oppress families and businesses through arbitrary tier groupings and enforced guidelines enacted without legislature.

Help local families and businesses survive and thrive, make a positive difference their lives and livelihoods by exercising your privilege to serve:
Please VOTE NO on stricter enforcement and fines.

Thank you,
Anthony Signorelli

ITEM 43 BOS PUBLIC COMMENT 026

From: [Ellen Little](#)
To: [Supervisor Serna](#)
Subject: Vote "No" on stricter enforcement
Date: Saturday, November 14, 2020 8:56:06 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Supervisor Serna,

On Tuesday the County Health Director will be presenting stricter enforcement and fines for those that do not heed the orders from the color tier system. Our small businesses are dying. If they close for a third time they may never recover. People need choices and the ability to act like responsible adults. Your hands have been tied before in having to work within state guidelines and no response from them on local issues. As we can see even the Governor does not follow his own orders. You now have a chance to make a difference in people's lives and livelihoods. Cases are up but if you look at the county data deaths are way down. That is the goal, to save lives, it's happening. I beg you to vote no on stricter enforcement. Thank you for your time.

Ellen Little

Fair Oaks, CA

ITEM 43 BOS PUBLIC COMMENT 027

From: [Barker, Tasha](#)
To: [Supervisor Serna](#)
Subject: VOTE NO on Tuesday
Date: Sunday, November 15, 2020 9:40:06 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hi,

On Tuesday you will be asked to vote on whether to increase enforcement and fines for businesses that remain open during the latest shut down. PLEASE VOTE NO. My work has already decreased to one day a week. Meanwhile the EDD simply shut down for 2 weeks recently; we cannot depend on unemployment. I am asking you to represent me and all other business owners and make our voices heard. Most local businesses are struggling greatly; we are threatened with being shut down even though we follow the rules and guidelines. We must remain open in order to care for our families and support the local economy.

Thank you for your time.

Tasha

ITEM 43 BOS PUBLIC COMMENT 028

From: [L.Bardy](#)
To: [Supervisor Serna](#)
Subject: VOTE NO to fine and restrictions
Date: Monday, November 16, 2020 7:38:23 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

We want all the data. "More cases" without the complete data means zero. We need our lives back! The judge ruled against Newsom. Stop the overreach NOW!

On Tuesday the County Health Director will be presenting stricter enforcement and fines for those that do not heed the orders from the color tier system. Our small businesses are dying. If they close for a third time they may never recover. People need choices and the ability to act like responsible adults. Your hands have been tied before in having to work within state guidelines and no response from them on local issues. As we can see even the Governor does not follow his own orders. You now have a chance to make a difference in people's lives and livelihoods. Cases are up but if you look at the county data deaths are way down. That is the goal, to save lives, it's happening. I beg you to vote no on stricter enforcement. Thank you for your time

ITEM 43 BOS PUBLIC COMMENT 029

From: dianealally@gmail.com
To: [Clerk of the Board Public Email](#)
Cc: dianealally@gmail.com
Subject: We do not want you to enforce the order for Restaurants
Date: Monday, November 16, 2020 1:29:19 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To the County Board of Supervisors,
Phil Serna, Patrick Kennedy, Susan Peters, Sue Frost, and Don Nottoli

We the Restaurants of Sacramento are reacting out to you because Enforcement takes place on a county level, we need you now to stand up and advocate for us! We do not want you to enforce the orders for inside dining in restaurants.

Friday Oct 13 was the last night of outdoor dining in Sacramento, county health officials say probably for months. Restaurants have been diligent in their efforts to keep employees and customers safe and healthy, and we have. Social distancing, 25% occupancy, mask wearing, constant hand washing, and increased sanitation protocols are just some of the steps our industry has taken, they have reduced transmission. The evidence shows that the current surge we are seeing comes primarily from home gatherings and nursing facilities.

Where is the data that keeping restaurants open inside is spreading COVID-19?

Our industry used to employ 1.4M people in California, almost 100,000 in our region. Right now, almost half of us are unemployed, and the new closings will make this number larger. And more Restaurants that will never open again.

Restaurants have been diligent to keep employees and customers safe. Every staff person, manager, kitchen staff and employee must take a test every year to be certified to work in a restaurant.

We are sharing this information to illustrate what ONE SINGLE RESTAURANT adds to its community and to the city. Many restaurants have closed since COVID and many more will close as the pandemic continues. The ripple effect will be incalculable.

Example of just one restaurant over a year

- Welcomed over 150,000 guests
- Paid over a couple million in wages to our more than 1000 employees who have spent time with us
- Contributed more than a couple million in taxes to the city, the state, Medicare, SS, UI, etc.
- Sent in excess of millions in Sales Tax to sales
- Paid over Ten of Thousands of dollars to our hundreds of hard working vendors
- Given hundreds of thousands of dollars to the city and state for permits, licenses, etc.

We also donate to local charities, Schools, and business in Sacramento.

This is an example to show the effect the closing of a SINGLE restaurant has. Now Multiply that by THOUSANDS of Sacramento restaurants closing. The loss of opportunity for employees, the loss of income for city, state and local governments, the loss of sales to our fish, food companies, our vegetable company, the linen company, even the company that comes to take our garbage or our

discarded grease. If we do not pay them, they do not pay their employees and so on and so on. The chain is never ending.

We need to be able to stay open inside. Especially since December it the biggest month for all restaurants. We have been closed for months.

Sincerely,
Diane Lally
Special Event Manger
Cafeteria 15L / Mix Downtown / The Park Ultra Lounge / Public House / Iron Horse/Mas Taco
916-798-6758 Cell

Diane Lally

Special Events Manager

916 442-8855 Phone

916 588-1590 Fax

dianealally@gmail.com

<http://www.macentertainmentgroup.com/>

Cafeteria 15L / Mix Downtown / The Park Ultra Lounge / Public House / Iron Horse/Mas Tacos

“You must be the change you wish to see in the world.”

- Mahatma Gandhi

From: [OCE Agenda. Clerk](#)
To: [Board of Supervisors-Members](#)
Cc: [Gill. Nav](#); [Travis. Lisa](#); [Evans. Florence](#); [Wagstaff. Bruce](#); [Beilenson. Peter](#); [Munoz. Alma](#); [Bishop. Amanda](#); [OCE Agenda. Clerk](#)
Subject: BOS Meeting November 17, 2020 Item No. 43 - COVID Response and Urgency Ordinance
Date: Friday, November 13, 2020 4:58:14 PM
Attachments: [image001.png](#)

Please see the email below regarding material for Item No. 43 - *Report On COVID-19 Response And Approval Of Urgency Ordinance Allowing Enforcement Of The Public Health Order.*

Regards,

Stephanie Shanks
The logo for Sacramento County, featuring the word "SACRAMENTO" in a serif font above the word "COUNTY" in a sans-serif font, with a blue wavy line underneath.

From: Beilenson. Peter <BeilensonP@saccounty.net>
Sent: Friday, November 13, 2020 4:38 PM
To: Wagstaff. Bruce <WagstaffB@saccounty.net>; Gorre. Michelle (DHS) <GorreMi@saccounty.net>; Shanks. Stephanie <shankss@saccounty.net>; Levesque. Matt <LevesqueM@saccounty.net>
Subject: Re: Urgency Ordinance - Item #371089

Dear Stephanie--we will have the appropriate materials for the urgency enforcement ordinance for the Board of Supervisors (board letter, pdf of ordinance) on Monday morning.

Thank you for your patience.

Peter Beilenson

From: [OCE Agenda. Clerk](#)
To: [Board of Supervisors-Members](#)
Cc: [Gill. Nav](#); [Travis. Lisa](#); [Evans. Florence](#); [Wagstaff. Bruce](#); [Beilenson. Peter](#); [Munoz. Alma](#); [Bishop. Amanda](#); [Drane \(Karl\). Natasha](#); [OCE Agenda. Clerk](#)
Subject: BOS Meeting November 17, 2020 Item No. 43 - Urgency Ordinance
Date: Monday, November 16, 2020 4:11:29 PM
Attachments: [image001.png](#)

Please see the email below from the Director of the Department of Health Services regarding the Urgency Ordinance portion of Item No. 43 - *Report On COVID-19 Response And Approval Of Urgency Ordinance Allowing Enforcement Of The Public Health Order.*

Regards,

Stephanie Shanks
The logo for Sacramento County, featuring the word "SACRAMENTO" in a serif font above the word "COUNTY" in a sans-serif font, with a blue wavy line underneath.

From: Beilenson. Peter <BeilensonP@saccounty.net>
Sent: Monday, November 16, 2020 3:36 PM
To: Shanks. Stephanie <shankss@saccounty.net>
Subject: urgency ordinance

Stephanie---due to the need to vet the ordinance further, I would like to delay the enforcement ordinance until Dec 8.

Thanks,
pb

ITEM 43 BOS PUBLIC COMMENT 030

From: [Cimone Nunley](#)
To: [Clerk of the Board Public Email](#)
Cc: [Supervisor Serna](#); [Kennedy. Supervisor](#); [Susan Peters](#); [Frost. Supervisor](#); [Nottoli. Don](#)
Subject: 11/17 BOS Meeting
Date: Monday, November 16, 2020 5:00:18 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board of Supervisors,

My name is Cimone Nunley and I am a resident of District 1.

I am submitting this public comment to demand that County Executive Nav Gill be immediately removed from his position. Mr. Gill has grossly mismanaged the County's COVID-19 relief funding by giving the Sacramento sheriff's department over one hundred million dollars to cover the department's bloated payroll- even if the department's staff members spent just 1/3 of their work hours on COVID-related activities. Meanwhile, he has approved a scant 31 of the 60 requests put forth by the County's DHS. Mr. Gill denied DHS \$15,000,000 million to secure hotel rooms for unhoused Sacramentans and denied further DHS requests for equipment, PPE, and staff overtime.

Mr. Gill has repeatedly misused his authority. If left in this role, he'll only make things worse for suffering Sacramentans. With winter coming and another spike in COVID-19 case numbers, we deserve a county executive who will allocate funding to those most in need and suffering- especially those in our communities who don't have a safe place to live. We don't need a manipulative man like Nav Gill calling the shots.

Warm regards,
Cimone Nunley
District 1 Resident

ITEM 43 BOS PUBLIC COMMENT 031

From: [Jessica Hiestand](#)
To: [Clerk of the Board Public Email](#)
Subject: 11-17-2020 Agenda Item 43
Date: Tuesday, November 17, 2020 7:52:01 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Good morning,

I work in District 7. I am fully against the enforcement of any of the Governor's or the health authorities mandates that have been put in place regarding COVID. Enforcement of these policies is unconstitutional. Please do what is right and do not pass agenda item 43. Lockdowns do not work, they should not be ordered again and absolutely should not be enforced.

We are human! We are American! We are free!

Jessica Hiestand

ITEM 43 BOS PUBLIC COMMENT 032

From: [Molly Chlebnikow](#)
To: [Clerk of the Board Public Email](#)
Subject: Agenda item #43
Date: Monday, November 16, 2020 6:31:23 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear County Board of Supervisors,

I am writing to make a comment on agenda item #43, in that I implore you to force the resignation of County Executive Nav Gill. During the September budget hearings, Nav Gill claimed that his committee approved all Coronavirus Relief Funding (CRF) requests submitted by the Department of Health Services. However, the [County's own documents show he denied at least 19 requests that Health Services submitted](#). This is one of many reasons why we are demanding his resignation.

These denials exacerbate the already deadly effects of COVID-19 on our County community and economy. We now have a total of 29,837 confirmed cases and 520 deaths in the County, with an average of 318 new cases and 1.6 deaths per day. These are our friends, neighbors, and loved ones who are suffering and dying in this horrible way. Nav had at least \$181 million to fully fund our County's most robust response against COVID-19, yet he did not. He did not even have a health expert on his COVID-19 funding committee.

Nav's committee denied \$15 million for motel acquisition to house people experiencing homelessness who are at high risk of COVID-19 exposure. This is *critically needed*, but since Nav's committee didn't fund it, the County is now going to [close two of the three currently open COVID motels](#) in December. These motels are sheltering those most at risk of severe illness or death, yet due to Nav's blatant negligence, the County plans to close them and leave many vulnerable people out in the cold or at risk in congregate shelters while COVID-19 cases are increasing. These irresponsible decisions put all of Sacramento at greater risk.

Nav's committee also denied PPE distribution & other COVID related expenses for the homeless population, such as Mental Health First Aid Training and hiring consulting nurses to work specifically with the vulnerable homeless population.

This, in addition to the allegations that Mr. Gill is abusive, particularly toward women and people of color and that he is fostering a toxic culture, among many other reasons, we as a community need for Nav Gill to go and be replaced with someone more equipped for the position.

Do the right thing and move forward with forcing Nav Gill's resignation.

Sincerely,
Molly Chlebnikow

--

(202) 297-5008

mchlebnikow@gmail.com

ITEM 43 BOS PUBLIC COMMENT 033

From: dianealally@gmail.com
To: [Clerk of the Board Public Email](#)
Subject: Board Meeting 11/17/2020 Agenda #43
Date: Tuesday, November 17, 2020 5:29:37 AM
Attachments: [Letter to Supervisors.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Good Morning,

I would like this to go to each Supervisor for the meeting being held today. This is in refer to Agenda item #43.

Thank you, Diane

Diane Lally

Special Events Manager

916 442-8855 Phone

916 588-1590 Fax

dianealally@gmail.com

<http://www.macentertainmentgroup.com/>

Cafeteria 15L / Mix Downtown / The Park Ultra Lounge / Public House / Iron Horse/Mas Tacos

“You must be the change you wish to see in the world.”

- Mahatma Gandhi

Meeting date 11/17/2020 Agenda #43

To the County Board of Supervisors,
Phil Serna, Patrick Kennedy, Susan Peters, Sue Frost, and Don Nottoli

We the Restaurants of Sacramento are reacting out to you because Enforcement takes place on a county level, we need you now to stand up and advocate for us! We do not want you to enforce the orders for inside dining in restaurants.

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Where is the data that keeping restaurants open inside is spreading COVID-19?

Our industry used to employ 1.4M people in California, almost 100,000 in our region. Right now, almost half of us are unemployed, and the new closings will make this number larger. And more Restaurants that will never open again.

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We need to be able to stay open inside. Especially since December it the biggest month for all restaurants. We have been closed for months.

Sincerely,

Diane Lally

Special Event Manger

[Cafeteria 15L / Mix Downtown / The Park Ultra Lounge / Public House / Iron Horse/Mas Taco](#)

916-798-6758 Cell

ITEM 43 BOS PUBLIC COMMENT 034

From: [Kevin Snider](#)
To: [Clerk of the Board Public Email](#)
Subject: Comment on Agenda Item 43 - Nov. 17, 2020
Date: Monday, November 16, 2020 5:20:02 PM
Attachments: [KTS It Sacramento Co Bd of Supervisors - COVID 19 Ordinance 11-16-2020.pdf](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Sir or Madam,

Attached please find comment on Agenda Item 43 for tomorrow's meeting. Kindly forward same to each of the supervisors.

Most sincerely,

Kevin

Kevin T. Snider, Chief Counsel*
PACIFIC JUSTICE INSTITUTE

pji.org

Northern California Office
P.O. Box 276600
Sacramento, CA 95827
tel. (916) 857-6900

ATTORNEY/CLIENT PRIVILEGED CONFIDENTIAL MATERIAL

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*Admitted in Washington, California & the District of Columbia

PACIFIC JUSTICE INSTITUTE – Center for Public Policy

P.O. Box 276600
Sacramento, CA 95827.
telephone: (916) 857-6900

November 16, 2020

Phil Serna – District 1 (Chair)
Patrick Kennedy – District 2
Susan Peters – District 3
Sue Frost – District 4 (Vice Chair)
Don Nottoli – District 5
BOARD OF SUPERVISORS
COUNTY OF SACRAMENTO
700 H Street Suite 1450
Sacramento, CA 95814

Re: COVID-19 Penalty Ordinance – Item 43 (Nov. 17, 2020) Oppose

Dear Supervisors,

INTRODUCTION

The Sacramento County Board of Supervisors has been presented with a draft COVID-19 Penalty Ordinance¹ that clothes the County Public Health Director with expansive and unbridled authority more suited to a warlord than a servant of the people in a democratic republic. For the reasons explained more fully below, Pacific Justice Institute – Center for Public Policy² voices its opposition to the proposed ordinance.

DISCUSSION

a. THE “FINDINGS” FAIL TO ADDRESS THE EFFICACY OF CRIMINAL CITATIONS.

In March Governor Newsom signed Executive Order N-25-20 which required most of the population to board up their businesses and shelter in place. A violation of the Executive Order is a misdemeanor.³ As per that section, the penalty consists of a fine not to exceed \$1,000, up to six months in jail, or both. The findings⁴ presented to you assert – without a scintilla of evidence of effort -- that a citation for violation of the operative public health orders is an inadequate deterrent. Indeed, information has been withheld from the Board regarding the number of citations issued in the County during the last seven months. There is no data provided relative to the number of prosecutions and the rate of convictions.

The ordinance is predicated upon the notion that prosecutions have not worked. Absent foundational evidence in support of that claim, the Board should not move to pass the ordinance or should at least table any motion until staff puts forward numbers and other conclusive data regarding efforts at enforcement pursuant to Gov. Code § 8665. Such information should not be countenanced in the form of oral and anecdotal comments from County employees. That is not data. Providing verifiable evidence of the effectiveness of citations, or lack thereof, is

¹ The public was only given the text of the draft of the ordinance less than 24 hours before the meeting.

² This corporation is organized pursuant to section 501(c)(4) of the Internal Revenue Code.

³ Gov. Code § 8665.

⁴ Section 2.

particularly important when the proposed ordinance effectively seeks to suspend portions of the Bill of Rights. As explained below, it is rather self-evident that the underlying purpose of the Penalty Ordinance is to place time-honored rights afforded to those accused out of the reach of the citizens of this County.

b. THE PENALTY ORDINANCE MOVES TRIALS OUT OF NEUTRAL COURTS AND ALLOWS THE COUNTY TO HAND-PICK JUDGES.

Neutrality rests as the touchstone of the fairness in any trial. On its face, the County selects the hearing officer in trying cases – called “administrative appeals”⁵ – brought by the County. Instead of relying on local courts per the California Constitution⁶ common for misdemeanors, the Penalty Ordinance moves the process inside the County’s own offices. The optics of this leaves the impression of an attempt at engineering a foregone conclusion of guilt.

c. THE PENALTY ORDINANCE CONCENTRATES LEGISLATIVE, ENFORCEMENT, AND PROSECUTORIAL POWER IN THE HANDS OF ONE PERSON AND HER AGENTS.

James Madison wrote, “[t]he accumulation of all powers, legislative, executive, and judiciary, in the same hands, whether of one, a few, or many, and whether hereditary, self appointed, or elective, may justly be pronounced the very definition of tyranny.”⁷ Consider what the Penalty Ordinance proposes. The County Health Officer issues the health orders. The County Health Officer, or anyone else designated by her, serves as an enforcement officer.⁸ The County prosecutes the case on appeal.⁹ And, as stated above, the County selects the judge. Stated otherwise, the County has concentrated power such that officials serve as legislators, law enforcement, prosecutors, and picks the judge for their case.

d. BY REMOVING ENFORCEMENT FROM THE CRIMINAL JUSTICE SYSTEM, THE PENALTY ORDINANCE PROFOUNDLY REDUCES THE COUNTY HEALTH OFFICER’S BURDEN OF PROOF.

Under the Governor’s Executive Order, an individual can be criminally cited for a misdemeanor. This requires a presumption of innocence and that the prosecutor must prove guilt beyond a reasonable doubt.¹⁰ In contrast, under the Penalty Ordinance the burden of proof is set at a “preponderance of the evidence,”¹¹ the lightest borne in American jurisprudence.

It should also be noted that an accused can file a petition for a writ of mandamus with the Superior Court in the event of an adverse decision – an extremely likely prospect for a citizen – in the County’s internal proceedings.¹² Besides being a costly and legally sophisticated undertaking beyond the wherewithal of small business owners and ordinary citizens, the judge is legally bound by the record in the administrative process and is hamstrung to an of “abuse of discretion” standard. This type of procedure is as far removed from the constitutionally required criminal protections afforded to the accused as the judiciary can get.

e. THE PENALTY ORDINANCE DEPRIVES A CITIZEN OF THIS COUNTY OF A TRIAL BY JURY.

By removing alleged violations from the criminal justice system, a business, place of worship, or ordinary citizen does not have an opportunity to present a case to 12 fellow citizens in the community. The right to a jury trial is a

⁵ Section 10(A) – Administrative Appeals.

⁶ “In each county there is a superior court of one or more judges.” CA Const. Art. VI, § 4.

⁷ *Federalist 47* (Feb. 1, 1788).

⁸ Section 4 – Definitions.

⁹ Section 10(F).

¹⁰ Penal Code § 1096.

¹¹ Section 10(F).

¹² Section 10(J).

check and balance against the power of the government.¹³ The American Founders thought it so important to curb tendencies towards government oppression and tyranny that they placed it in the Bill of Rights.¹⁴ Coupled with the selection of the judge for alleged violations of health orders, the Board should harbor grave concerns that the County Health Officer wishes to abolish trial by jury.

f. THE PENALTY ORDINANCE IS DESIGNED TO WITHHOLD CRUCIAL EVIDENCE FROM THE ACCUSED BY PROHIBITING THE RIGHT TO FACE ACCUSERS.

The Penalty Ordinance is engineered to prevent the accused from a vigorous defense by facing an accuser. The operative language reads,

The County shall take all reasonable steps to ensure that the identity and personal information of any person making a complaint to the County concerning a violation of this Ordinance shall remain confidential. It is declared and found by the Board that the public interest served by encouraging complaints to the County without fear of retribution clearly outweighs the public interest served by disclosure of the complainant's identity and information.¹⁵

This section stands as a tragic failure of the ancient, and of course constitutional, principle that the accused has the right to "confront[] the witnesses against him."¹⁶ It is difficult to imagine how the accused is to mount a defense under such a rule.

g. THE PENALTY ORDINANCE THREATENS PROSECUTION FOR ASKING TO SEE A WARRANT OR REMAINING SILENT.

The Penalty Ordinance provides for the search of public or private property.¹⁷ Ominously, one is subject to criminal prosecution for "obstruction." *Obstruction* includes willfully resisting, delaying or obstructing an enforcement officer.¹⁸ This puts a citizen at risk for exercising rights to ask that a health officer seeking to inspect property present a valid warrant.¹⁹ Moreover, the constitutional right to remain silent²⁰ by not speaking to an enforcement officer would subject one to the crime of obstruction.

h. THE FINES AND FEES IMPOSED ARE EXCESSIVE.

The fines for violating the Penalty Ordinance can go as high as \$10,000 per incident when the accused is involved in a commercial activity.²¹ A violation can be accessed every day.²² In little more than a week, fines could easily exceed \$100,000. Compare this to the penalty for a misdemeanor which is \$1,000. The Constitution explicitly prohibits the imposition of excessive fines.²³ Besides penalties, additional administrative costs²⁴ are assessed as well as attorneys' fees.²⁵

¹³ *Why Jury Trials Are Important to a Democratic Society*. The National Judicial College. Accessed at <https://www.judges.org/wp-content/uploads/2020/03/Why-Jury-Trials-are-Important-to-a-Democratic-Society.pdf>

¹⁴ U.S. Const., Amend. VI.

¹⁵ Section 11 – Confidentiality of Complaints.

¹⁶ U.S. Const., Amend. VI.

¹⁷ Section 6(B) – Violation and Enforcement.

¹⁸ Section 6(C) – Obstruction.

¹⁹ U.S. Const., Amend. IV.

²⁰ U.S. Const., Amend. V.

²¹ Section 8(B)(2) – Administrative Citations; Penalties and Fees.

²² Section 6(A) – Each Day a Separate Violation.

²³ U.S. Const., Amend. VIII.

²⁴ Section 8(G)-(H) – Administrative Citations; Penalties and Fees.

²⁵ Section 6(E).

i. THE ORDERS ARE UNKNOWABLE AND OF UNLIMITED DURATION.

The Penalty Ordinance includes orders whether extant or not.²⁶ Further, both the ordinance and the public health orders are of unlimited duration. If constitutional rights can be suspended, as is proposed, what is the limiting principle? The current draft signs a blank check to be spent according to the capricious inclinations of health officials. One must ask how the power which the Health Department seeks differs in kind from an authoritarian regime.

CONCLUSION

Upon taking office, each supervisor took an oath to support and defend the Constitution of the United States against all enemies, foreign and domestic.²⁷ Ironically, the most potent forces threatening the Constitution are well intentioned public health officials on our shores. They believe, albeit sincerely, that the Bill of Rights must be suspended due to the current challenges to public health. But the Constitution was ratified during a time of crisis and it contains no pandemic exception. As one court recently observed, “individual rights secured by the Constitution do not disappear during a public health crisis.”²⁸ It is during times of crisis that elected officials must be all the more vigilant to protect the rights of the citizens.

In view of the profound threat to the liberty interests of places of worship, businesses, and individual citizens, we urge a vote of *nay* on the Penalty Ordinance.

On behalf of the Pacific Justice Institute – Center for Public Policy, I thank you for your deliberation and for your service to the community.

Very truly yours,



Kevin T. Snider, Chief Counsel
9851 Horn Rd., Ste 115
Sacramento, CA 95827

Tel. (916) 857-6900
E-Mail: ksnider@pji.org

²⁶ Section 5(1) - Adoption of Health Orders As County Law.

²⁷ CA Const. Art. XX, § 3.

²⁸ *In re Abbott*, 2020 WL 1685929, at *6 (5th Cir. Apr. 7, 2020).

ITEM 43 BOS PUBLIC COMMENT 035

From: [Munoz, Alma](#)
To: [Bishop, Amanda](#)
Cc: [Evans, Florence](#); [Clerk of the Board Public Email](#)
Subject: FW: Agenda item #43 OPPOSE
Date: Tuesday, November 17, 2020 8:04:41 AM
Attachments: [image007.png](#)
[Agenda Item 43 OPPOSE.docx](#)

For the record.

From: Hedges. Matt <hedgesm@saccounty.net>
Sent: Tuesday, November 17, 2020 8:03 AM
To: Evans. Florence <Evansf@saccounty.net>
Cc: Munoz. Alma <MunozAl@saccounty.net>
Subject: FW: Agenda item #43 OPPOSE

Flo, I know this was pulled from the agenda, but I figured I would send this your way just to cross all my T's.

From: Kathilynn Carpenter <kathilynn@sunrisemarketplace.com>
Sent: Monday, November 16, 2020 6:22 PM
To: Hedges. Matt <hedgesm@saccounty.net>
Cc: Julie DePrada <Julie@sunrisemarketplace.com>
Subject: Agenda item #43 OPPOSE

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hi Matt, sorry I only just heard about this. Here is our letter if not too late.



KATHILYNN CARPENTER
EXECUTIVE DIRECTOR

Sunrise MarketPlace
5912 Sunrise Mall
Citrus Heights, CA 95610

O [916-536-9267](tel:916-536-9267)
F [916-536-9263](tel:916-536-9263)
C [916-769-5615](tel:916-769-5615)

kathilynn@sunrisemarketplace.com
www.shopsmp.com



November 16, 2020

Subject: Opposition to Fees on Businesses

Dear Chairman Serna and Sacramento County Board of Supervisors,

On behalf of the Sunrise MarketPlace Business Improvement (SMP), I am writing in opposition to item #43 on the November 17th, 2020 agenda, which would implement an urgency ordinance allowing penalties and fees towards businesses who are in violation of the Sacramento County Public Health Order.

SMP has approximately 400 businesses and we have worked hard to assist in keeping them afloat. We have provided PPE, signage, marketing, tents, additional security, etc. But they are suffering, and we have lost many businesses permanently. Our businesses have shown great creativity in dealing with this pandemic. We want our consumers to be safe and healthy and we are working hard to help our businesses operate in a safe manner.

The Sacramento County Health Services Department has made several public statements attributing the increase in COVID numbers to private in-home gatherings, as well as long-term care facilities. Without further stimulus from Congress our business and property owners will suffer irreversible damage. A fine on top of this is not manageable.

We request that you take the interest of business and property owners under consideration as you decide on this punitive ordinance. Thank you for your time and consideration of our request.

Warm Regards,

A handwritten signature in black ink that reads "Kathilynn Carpenter". The signature is written in a cursive, flowing style.

Kathilynn Carpenter
Executive Director
Sunrise MarketPlace Business Improvement District

ITEM 43 BOS PUBLIC COMMENT 036

From: rivercitybrewingcompany@yahoo.com
To: [Supervisor Serna](#); [Susan Peters](#); [Frost. Supervisor](#); [Nottoli. Don](#); [Clerk of the Board Public Email](#); [Kennedy. Supervisor](#)
Subject: Keep restaurants safely open
Date: Monday, November 16, 2020 9:57:45 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To the County Board of Supervisors,
Phil Serna, Patrick Kennedy, Susan Peters, Sue Frost, and Don Nottoli

We the Restaurants of Sacramento are reacting out to you because Enforcement takes place on a county level, we need you now to stand up and advocate for us! We do not want you to enforce the orders for inside dining in restaurants.

Friday Oct 13 was the last night of outdoor dining in Sacramento, county health officials say probably for months. Restaurants have been diligent in their efforts to keep employees and customers safe and healthy, and we have. Social distancing, 25% occupancy, mask wearing, constant hand washing, and increased sanitation protocols are just some of the steps our industry has taken, they have reduced transmission. The evidence shows that the current surge we are seeing comes primarily from home gatherings and nursing facilities.

Where is the data that keeping restaurants open inside is spreading COVID-19?

Our industry used to employ 1.4M people in California, almost 100,000 in our region. Right now, almost half of us are unemployed, and the new closings will make this number larger. And more Restaurants that will never open again.

Restaurants have been diligent to keep employees and customers safe. Every staff person, manager, kitchen staff and employee must take a test every year to be certified to work in a restaurant.

We are sharing this information to illustrate what ONE SINGLE RESTAURANT adds to its community and to the city. Many restaurants have closed since COVID and many more will close as the pandemic continues. The ripple effect will be incalculable.

Example of just one restaurant over a year

- Welcomed over 150,000 guests
- Paid over a couple million in wages to our more than 1000 employees who have spent time with us
- Contributed more than a couple million in taxes to the city, the state, Medicare, SS, UI, etc.
- Sent in excess of millions in Sales Tax to sales
- Paid over Ten of Thousands of dollars to our hundreds of hard working vendors
- Given hundreds of thousands of dollars to the city and state for permits, licenses, etc.

We also donate to local charities, Schools, and business in Sacramento.

This is an example to show the effect the closing of a SINGLE restaurant has. Now Multiply that by THOUSANDS of Sacramento restaurants closing. The loss of opportunity for employees, the loss of income for city, state and local governments, the loss of sales to our fish, food companies, our vegetable company, the linen company, even the company that comes to take our garbage or our discarded grease. If we do not pay them, they do not pay

their employees and so on and so on. The chain is never ending.

We need to be able to stay open inside. Especially since December it the biggest month for all restaurants. We have been closed for months.

Sincerely,
Beth Biro
Owner
River City Brewing Company
916-267-7449 Cell

[Sent from Yahoo Mail on Android](#)

ITEM 43 BOS PUBLIC COMMENT 037

From: [Bonnie&Robert At Serritellas](#)
To: [Supervisor Serna](#); [Kennedy. Supervisor](#); [Susan Peters](#); [Frost. Supervisor](#); [Nottoli. Don](#); [Clerk of the Board Public Email](#)
Subject: Keep Sacramento Restaurants Open Inside
Date: Tuesday, November 17, 2020 12:47:25 AM
Attachments: [Letter to Supervisors \(1\).docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please take time to read this.

~Bonnie Prophet
Working-Owner/Operator Sacramento County Restaurant
Serritella's, circa 1965

To the County Board of Supervisors:

Phil Serna, Patrick Kennedy, Susan Peters, Sue Frost, and Don Nottoli

We, the Restaurants of Sacramento, are reacting out to you because Enforcement takes place on a county level, we need you Now to stand up and advocate for us! We do not want you to enforce the orders for outside-only dining in restaurants.

Friday Nov.13th was the last day of indoor dining in Sacramento (again), county health officials say probably for months. Restaurants have been diligent in their efforts to keep employees and customers safe and healthy, and we have. Social distancing, 0-25% occupancy, mask wearing, constant hand washing, and increased sanitation protocols are just some of the many steps our industry has taken; they have reduced transmission. The evidence shows that the current surge we are seeing comes primarily from home gatherings and nursing facilities.

Where is the data that keeping restaurants open inside is spreading COVID-19?

Our industry used to employ 1.4M people in California, almost 100,000 in our region. Right now, almost half of us are unemployed, and the new closings will make this number larger. And... more Restaurants will never open again, un-employing an insurmountable number of people.

Restaurants have been diligent to keep employees and customers safe. Every staff person, manager, kitchen staff and employee must take a test every year to be certified to work in a restaurant. We are cleaner than most households.

We are sharing this information to illustrate what ONE SINGLE RESTAURANT adds to its community and to the city. Many restaurants have closed since COVID and many more will close as the pandemic continues. The ripple effect will be incalculable.

Example of just one restaurant over a year

- Welcomed over 150,000 guests
- Paid over a couple million in wages to our more than 1000 employees who have spent time with us
- Contributed more than a couple million in taxes to the city, the state, Medicare, SS, UI, etc.
- Sent in excess of millions in Sales Tax to sales
- Paid over Ten of Thousands of dollars to our hundreds of hard working vendors
- Given hundreds of thousands of dollars to the city and state for permits, licenses, etc.
- * We also donate to local charities, schools, and other businesses in Sacramento.

This is an example to show the effect the closing of a SINGLE restaurant has. Now Multiply that by THOUSANDS of Sacramento restaurants closing. The loss of opportunity for employees, the loss of income for city, state and local governments, the loss of sales to our fish, food companies, our vegetable company, the linen company, even the company that comes to take our garbage or our discarded grease. If we do not pay them, they do not pay their employees and so on and so on. The chain is never ending.

We need to be able to stay open inside. Especially since December it the biggest month for all restaurants. We have been closed for months, the better part of an entire year.

Sincerely,

Diane Lally

Special Event Manger

[Cafeteria 15L / Mix Downtown / The Park Ultra Lounge / Public House / Iron Horse/Mas Taco](#)

916-798-6758 Cell

ITEM 43 BOS PUBLIC COMMENT 038

From: [Rachelle Herendeen](#)
To: [Frost. Sue](#); [Nottoli. Don](#); [Supervisor Serna](#); [Kennedy. Supervisor](#); [Susan Peters](#)
Cc: [Clerk of the Board Public Email](#)
Subject: Letter/Public Comment
Date: Monday, November 16, 2020 4:26:58 PM

Dear Supervisors,

I am writing you all with concerns about Agenda Item #43 for Tuesday November 17th meeting. My name is Rachelle Herendeen, I am a small business owner in Galt and the President of the Galt Chamber of Commerce. You are going to be asked tomorrow to vote on more enforcement measures against our already hurting businesses. The closures over the last 8 months have put an incredible strain on the small business owners up and down California, from cafes, restaurants, coffee shops, wineries/breweries, playground centers, gyms and many more, some even shutting their doors for good. Meanwhile large corporations, like Walmart, are having record setting years with sales. These “big box” stores have not been told to shut their doors or only operate business outside. Why are our small business owners becoming the target of the government shutdowns? Why are we putting even more strain on them and potential fines with more enforcement, when they are not the main contributing cause to the COVID case number rising? The governor has come out and said many times the contributing factor to the rise of cases come from “private household gatherings” and “skilled nursing facilities.” If this is the case, then why are we spending time, money and resources punishing the already hurting small business owners? Do you honestly think more enforcement for businesses are going to stop the rise of numbers with Nursing Homes or private gatherings? Does this seem fair or right in any way to continue to punish tax paying small business owners? Why are you allowed to go to Walmart with thousands of people from all over the community and area, yet you cannot go to a place of worship? Why can you sit down with your family for dinner at home, but not in a restaurant who has taken even more precautions to have a safe location for patrons? Why can you eat outside in an enclosed tent, but not inside? I am asking you all to continue to stand up for what is right in the face of injustice. Some of the most incredible leaders in America’s history, who made real change, had to stand up and say “that isn’t right or fair”. It may not be comfortable, but you have been voted in by your constituents and we need your help!! We aren’t going to survive another lock down. We shouldn’t have to either.

The Chamber has been looking for ways to help our businesses, which resulted in having a survey completed the beginning of November, by the majority of businesses in Galt, to find out exactly where businesses are at. I was shocked to find out that 17% of business’s revenues decreased by 26-50%, 12% of business’s revenues decreased by 51-75% and 18% more than 75% decrease in revenue!!! 26% of businesses have spent between \$1,000-\$5,000 to become COVID compliant and provide PPE for employees. 20% of businesses have projected over a year to recover from the first shutdown, and some even longer. 38% of businesses reduced shifts for their employees and 24% of them had to decrease wages. The moral of the story is, if any of you enjoy any small mom and pop shop or want them to be in existence next year, we need to all stand up and make decisions that will keep them here. Closing down our businesses and fining them is going to lead to many people who are laid off, empty real estate, less tax money and huge impacts on thriving communities.

Thank you for your time and consideration,

Rachelle Herendeen

I am also sending this to the Clerk and I want it read in public comment and recorded into the record.



Thank you for choosing the Rachelle Herendeen State Farm Agency!

We value customer feedback.

Please take a moment to click one of the below links & review our service.

Your compliments to our team are appreciated!

Rachelle & Team

If this communication is securities related, click [here](#) for additional disclosures.



ITEM 43 BOS PUBLIC COMMENT 039

From: [Diann H. Rogers](#)
To: [Clerk of the Board Public Email](#)
Subject: Nov 17 Agenda - Item #45
Date: Monday, November 16, 2020 7:35:31 PM
Attachments: [Ltr Sac Brd Sup re Urgency Ordinance.pdf](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please accept and distribute this letter responding to item #45 on the Tuesday, November 17, 2020 agenda. If there are questions, I would be happy to respond.

Sincerely, Diann Rogers

Diann H. Rogers, President & CEO
Rancho Cordova Chamber of Commerce
Ph: 916-273-5700 Direct: 916-273-5706
Cell: 916-212-8995 EM: DHRogers@RanchoCordova.org

[Your Chamber website offers resources addressing COVID-19](#)



16 November 2020

Dear Chairman Serna and Sacramento County Board of Supervisors,

On behalf of the Rancho Cordova Chamber of Commerce, our nearly 450 businesses, and the over 15,000 employees of those businesses, we would like to submit our strong opposition to item #43 on your November 17, 2020 agenda. This urgency ordinance allows for penalties and fines to be charged to businesses that violate the Sacramento County Public Health Order concerning operating under the COVID-19 directives.

We fully understand the need to take action to stop the spread of this virus. We have families, employees, and customers for whom we care deeply and want to protect. However, this ordinance unfairly implies and targets the business community as responsible for the most significant spreading of COVID-19.

Your own Sacramento County Health Services Department, publicly and on several occasions, attributes the significant increase in COVID-19 cases to private in-home gatherings and long-term health care facilities. Our business community has gone to great lengths and expense to protect customers and employees from this virus. Business owners and managers are profoundly aware of what could happen to their business, their livelihood, and their employees if their own small business is found to contribute to the pandemic.

This ordinance is one more nail in the coffin of small business. Dozens upon dozens of businesses have closed in our area, many permanently. It will take years to recover for many, if at all.

We need your support, your compassion, and your encouragement, not fines. We need solutions, ideas, and answers, not fines. We need you to adapt, respond, and adjust so we may all begin the journey back to normal.

Please do not pass this urgency ordinance. It will solve nothing and harm much.

Thank you for your consideration. If you would like to discuss this issue further, please contact me at DHRogers@RanchoCordova.org or 916-212-8995.

Respectfully,

Diann H Rogers, President & CEO

Cc: Hon. Don Nottoli
Mayor David Sander & the Rancho Cordova City Council

ITEM 43 BOS PUBLIC COMMENT 040

From: [Emily Mader](#)
To: [Clerk of the Board Public Email](#)
Subject: Public Comment for No. 17th, Agenda Item 43
Date: Tuesday, November 17, 2020 7:32:22 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board of Supervisors,

Please course correct now that we have slowed the spread and case rates are low! Positive cases are grossly inflated. There are therapeutics available for citizens to utilize. Why prolong these restrictions?!

You are aware of the harm that these non-lawful mandates are causing for businesses & schools. All of the people that you represent are being harmed in one way or another. The mental health and well-being of many adults, teens and children alike is at stake. Distance learning is a very poor band-aid and when it is ripped off the pain (and underlying infection) is going to be like nothing else families and teachers have experienced in this past 8 months. Please lift these non-lawful mandates and get rid of the mask demands that are doing more harm than good. Instead of driving people away to do as much business as possible in another county, please correct the mandates for Sacramento County.

Sincerely,
Emily Mader
District 3

ITEM 43 BOS PUBLIC COMMENT 041

From: [Therese Kolvenbach](#)
To: [Clerk of the Board Public Email](#)
Subject: Public Comment for Nov 17th Agenda Item 43
Date: Monday, November 16, 2020 10:23:40 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Honorable Sir/Madam:

Please do not approve additional enforcement of the Public Health Order in our county. I live in Rancho Cordova. Small businesses are dying every day. Suicides are up. Research has shown that lock downs do NOT work against this virus. The number of cases does not translate into hospitalizations and deaths. If a person does get the virus, there are proven therapeutics available to mitigate the symptoms. Also, a vaccine will be available very shortly.

Please do not take draconian steps against the people of this county.

Thank you so much!

Tera Kolvenbach
3368 Cristom Drive
Rancho Cordova, CA 95670
Cell and text 916.747.7534

ITEM 43 BOS PUBLIC COMMENT 042

From: [RICH & HEATHER MADER](#)
To: [Clerk of the Board Public Email](#)
Subject: Public Comment for Nov. 17th, Agenda item 43
Date: Tuesday, November 17, 2020 8:14:27 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board of Supervisors,

Please course correct now! Even though it is now flu season and more cases are showing up, the overall numbers do not warrant such lockdowns! There are therapeutics available for citizens to utilize. Why prolong these restrictions?! We are capable of making decisions that affect our own health and others without being told what to do!

You are aware of the harm that these non-lawful mandates are causing for businesses & schools. All of the people that you represent are being harmed in one way or another. The mental health and well-being of many adults, teens and children alike is at stake. Distance learning is a very poor band-aid and when it is ripped off the pain (and underlying infection) is going to be like nothing else families and teachers have experienced in this past 8 months.

Please lift these non-lawful mandates and get rid of the mask demands that are doing more harm than good. I have taken to shopping for my groceries in Placer County because the overall feel is more relaxed and not as uptight as it is here in Sacramento County.

So, instead of driving people away to do as much business as possible in another county, please correct the mandates for Sacramento County.

Sincerely,
Heather Mader
District 3

ITEM 43 BOS PUBLIC COMMENT 043

From: [Fayzah Mughal](#)
To: [Clerk of the Board Public Email](#)
Subject: Public Comment 11/17/20 RE: Agenda Item #43: Urgency Ordinance Allowing Enforcement Of The Public Health Order
Date: Tuesday, November 17, 2020 8:14:29 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I live near the western edge of Rancho Cordova, in Supervisor Nottoli's District.

Last night at the Rancho Cordova City Council meeting the president of the Rancho Cordova Chamber of Commerce pleaded with my Councilmembers to push back against this proposed Ordinance. She is worried that businesses are being unfairly targeted when it is common knowledge that the majority of COVID-spreading is happening in other settings: places of worship, senior living facilities, and in-home gatherings/parties.

However, I understand this to be the 'stick' that was lacking previously. This ordinance will protect the worker in a non-compliant workplace, one who cannot afford to lose their employment by walking away from that unsafe work environment. I also see that there is room to work with a business that is in violation by extending some grace/discretion. I appreciate that you will be focusing on bad actors in our community.

BRAVO.

What I would like to know, and what seems to be vaguely hinted at in the ordinance's language but is not clear to me, is this: **what non-business entities fall under this enforcement category?** Specifically, what about pseudo-religious entities like Flame of Fire Ministry that held a 7-night concert series with a crowd size up to 200 *unmasked* people packed together, kids included, and singing (again, maskless and crowded together) for up to 3 hours each night? The Health Department (and the City of Rancho Cordova) was powerless to stop it even after being alerted to the on-going situation and sending written warnings that had no effect. Mr. Jones was of no help. I live within 500-ft of this location and was horrified that nothing could be done to shut the event down. Please tell me this ordinance will also address situations like that?

We are now in the Purple Tier again and my children's chances at in-person learning (we're SCUSD at my location) have just been thrown out the window in large part due to poor adult behavior. This 'stick' is sorely needed to protect our communities from bad actors, workers from unsafe work conditions, and to protect YOU from liability in the event someone traces their COVID case/death of a loved one back to a super-spreader event that the County failed to shut down.

Thank you for looking out for us,

Fayzah Mughal

ITEM 43 BOS PUBLIC COMMENT 044

From: [Steven Clauson](#)
To: [Clerk of the Board Public Email](#); drstevenclauson@gmail.com
Subject: Tuesday Meeting
Date: Tuesday, November 17, 2020 8:26:47 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Supervisors,

Please vote no on fining businesses who stay open to feed their staff and the public.

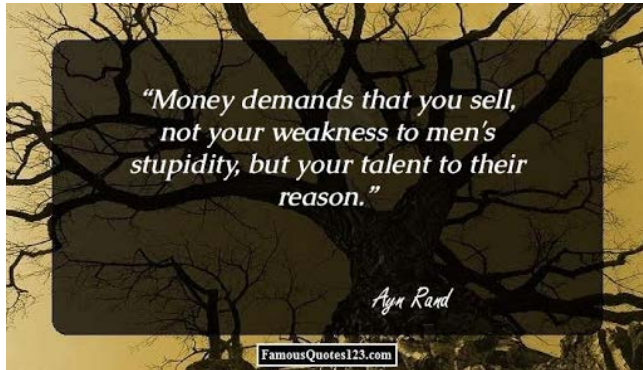
<http://www2.agendonet.saccounty.net/BoardOfSupervisors/Documents/DownloadFile/Item%2043%20BOS%20Public%20Comment%2011-17-20%20SET%201.pdf.pdf?documentType=1&meetingId=6510&itemId=371089&publishId=881226&isSection=False&isAttachment=True>

Dr. Steven Clauson
9765 Bond Road
Elk Grove, CA 95624

916-230-0176

www.stevenclauson.com

www.speakwithsteven.com Online calendar



From: [Steven Clauson](#)
To: [Clerk of the Board Public Email](#); drstevenclauson@gmail.com
Subject: Tuesday Meeting
Date: Tuesday, November 17, 2020 8:26:47 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Supervisors,

Please vote no on fining businesses who stay open to feed their staff and the public.

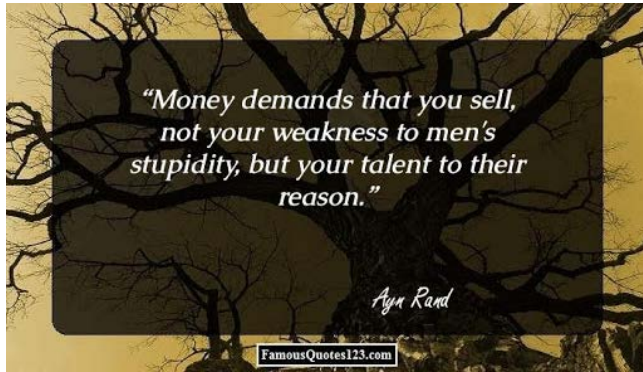
<http://www2.agendonet.saccounty.net/BoardOfSupervisors/Documents/DownloadFile/Item%2043%20BOS%20Public%20Comment%2011-17-20%20SET%201.pdf.pdf?documentType=1&meetingId=6510&itemId=371089&publishId=881226&isSection=False&isAttachment=True>

Dr. Steven Clauson
9765 Bond Road
Elk Grove, CA 95624

916-230-0176

www.stevenclauson.com

www.speakwithsteven.com Online calendar



ITEM 43 BOS PUBLIC COMMENT 045

From: [Burnie Lenau](#)
To: [Nava. Lisa](#); [Vanessa McCarthy-Olmstead](#)
Subject: FW: Sacramento County Considers Penalties for Violations of Public Health Order
Date: Tuesday, November 17, 2020 5:55:54 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Overkill, not a good use of government time and our tax dollars. Please let Phil and Susan this is too much and not needed.

Thank you!

From: The Sacramento Metro Chamber <communications@metrochamber.org>
Sent: Monday, November 16, 2020 5:35 PM
To: Burnie Lenau <burnie@lawnman.net>
Subject: Sacramento County Considers Penalties for Violations of Public Health Order

[Sacramento Metro Chamber Logo](#)



TOMORROW, November 17th, the **Sacramento County Board of Supervisors** will discuss and vote on the approval of an urgency ordinance allowing enforcement of the Public Health Order. It is listed on the agenda as item #43 *Report On COVID-19 Response and Approval Of Urgency Ordinance Allowing Enforcement Of The Public Health Order.*

Under the urgency ordinance, an enforcement officer may issue a citation to any responsible party – civil or commercial – violating any provision of state and local COVID-19 public health guidelines. **The fine for each non-commercial or civil violation is at minimum \$25 and at maximum \$500. The fine for a commercial violation is at minimum \$250 and at maximum \$10,000.** Enforcement officers may issue a citation for a fine whether or not activities in question were committed in an enforcement officer's presence, determined through further investigation.

If you are interested and would like to follow along in the discussion and/or participate in providing public comment, please see the agenda information below on how to engage. The Metro Chamber will follow up on

the decision of the Board of Supervisors and will provide additional information once available.

[READ THE BOARD OF SUPERVISORS AGENDA HERE](#)

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This email was sent to burnie@lawnman.net

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Sacramento Metro Chamber · 1 Capitol Mall Ste 700 · Sacramento, CA 95814-3278 · USA

ITEM 43 BOS PUBLIC COMMENT 046

From: [stacey fellows](#)
To: [Clerk of the Board Public Email](#)
Subject: Public Health Concerns
Date: Tuesday, November 17, 2020 9:11:37 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Goodmorning,

Why have you not implemented stricter measures for Nursing and care homes to put a stop to the mass infections in each state?? Why are these #'s NOT being removed from the mass population count, when THESE INFECTIONS are not occurring due to public exposure!!!! They have occurred due to FAILURE TO PROPERLY SCREEN THE WORKERS. REOPEN SCHOOLS!!! that is the ONLY public health crisis facing Sacramento in 2020!!!! Quit making this POLITICAL
THANK YOU FOR YOUR TIME
STACEY PASCAL

Sent from my Verizon LG Smartphone

ITEM 43 BOS PUBLIC COMMENT 047

From: [AB](#)
To: [Clerk of the Board Public Email](#)
Subject: Agenda #43 to 11.17.2020 BOS meeting
Date: Tuesday, November 17, 2020 10:38:40 AM
Attachments: [Notice of Liability-4pdf.pdf](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Herein, I am re-sending my Notice of Liability by adding the two doctors of Sac Country Public Health Department as they are out of reach for weeks now.
Please forward the attached Notice to the two MDs.

Thank you,
Aniko Bordelon
Fax: 916 665 0165
Sac County Resident

Notice of Liability

November 17th, 2020

Phil Serna – chair,
Patrick Kennedy,
Susan Peters,
Sue Frost – vice chair,
Don Nottoli,

Olivia Kasyrye, MD
Peter Beilenson, MD

Acting on our civil rights and liberties, I, Aniko Bordelon and all the 1.57 million people of Sac County are informing you through this Letter of Notice that we intend to hold you personally and collectively responsible and liable for the adverse health effects, sickness, and all other damages suffered by our children and us as a result of your role in facilitating our inoculation during the COVID-19 pandemic.

This Letter of Notice will also serve to notify you that, because of your liability in this matter, we intend to take appropriate legal action against you in the event that our children suffer further damage to their health because of the measures enacted during the COVID-19 pandemic: the mask-mandates, lockdowns, and personal freedoms.

We are taking this course of action because of the mishandling of health since March of this year. The CDC has expressed that the recovery rate, after getting infected with COVID-19, is very high (in the 99th percentile for younger age groups, and the 94th for older). OSHA has voiced how medical masks, even the N-95's, are not sufficient in protecting against infectious diseases. The blue masks that are offered in stores have the disclaimer on every box that reads “this product is an ear loop mask. This product is not a respirator and will not provide any protection against COVID-19 (coronavirus) or other viruses or contaminants”. Why have masks been mandated for access into all public spaces since June 18th, if they don't protect against COVID-19? These are two documented notices of the misinformation of how to protect health during this pandemic, as well as the misrepresentation of how serious the virus is.

Another important point of discussion is the lockdowns, and how they are an ineffective means of mitigating the spread of COVID-19. Stated in “Lockdown Suicides on the Rise”, an article published on the *National Review*, John Loftus quotes CDC director Robert Redfield who stated “we're seeing, sadly, far greater suicides now than we are deaths from COVID. We're seeing far greater deaths from drug overdose” (1). We need to find an effective way to curb deaths with COVID and suicides. There is no one size fits all approach to anything; we cannot force people to isolate themselves in order to protect their health, if they need people around them to cope with the pandemic. Because as we've seen some turn to coping methods via suicide, or drugs which leads back to same problem.

The goal of this Letter is to notify you, Phil Serna and the other BOS members in addition to the two doctors of the Sac County Public Health Department – Olivia Kasiry MD

and Peter Beilenson, MD, of the liabilities you are responsible for overlooking in the last eight months. We live a different reality of COVID-19 than our elected officials do, and it's time to look at all the numbers and include 1.5 million Sacramento County residents, who are all affected differently.

Works Cited

1. Loftus, John. "Lockdown Suicides on the Rise." *National Review*, National Review, 30 July 2020, www.nationalreview.com/corner/lockdown-suicides-on-the-rise/.

Law:

18 U.S. Code § 1038. False information and hoaxes (federal)

18 U.S. Code § 1040. Fraud in connection with major disaster or emergency benefits (federal)

California Code, Penal Code - PEN § 504 (California)

Aniko Bordelon

Sac Sounty

Resident

Fax: 916 665 0165

ITEM 43 BOS PUBLIC COMMENT 048

From: Patrick McCusker
To: Clerk of the Board Public Email
Cc: Sue Frost; Frost, Supervisor
Subject: Fw: Youth Sports - Great Barrington Declaration
Date: Tuesday, November 17, 2020 11:27:51 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Hello Sue Frost,

One of the original authors of the *Great Barrington Declaration* has written an article which makes it very clear that the lockdown was a disastrous decision. This new article is called [Sensible and Compassionate Anti-Covid Strategy](#).

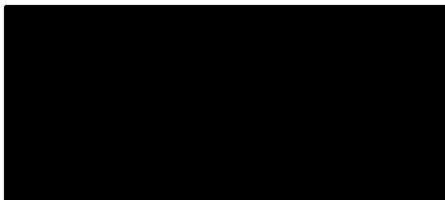
There are **43,000** medical and health experts that have signed on to the Declaration. There is very widespread support in the scientific community now. The vast damage done to the mental and physical health of society as a whole, and to the economy, and underprivileged kids who are not getting a real education, is massive versus a tiny percentage of the population who died - 0.07 of 1%.

Every rational mind knew when the lockdowns started in the spring there would be cost benefit trade off, and the lockdown continues to be validated as a very bad trade which is confirmed by the scientists - they are sounding the alarm. More kids are dying this year from flu by far than from Covid.

If you haven't already, please look up the *Great Barrington Declaration*, and an article by Jay Bhattacharya of Stanford, one of the authors, "[Sensible and Compassionate Anti-Covid Strategy](#)". The children need the support of you and the rest of the County Public Health Department to loudly fight Gavin Newsom.

Great Barrington Declaration https://secure-web.cisco.com/1LDKAcXQyI3smdB1fvZ0x3CxYCraBEY67U6HxIRGC6mcxkgg4dyk6Pnh09MjyFwTVUHFwbX3yMN6DH9Krg2pCgS_B6F2cBx_VMya7WuPRyhxJ4UB_LLtwF_GrD3lg74JVpl4q8-NHw4Y5Buy9nbdBEWdQwhyEa9CIMuS1gC7VMZ7EUWNSHctnBGDI4aJK79KrmSY4gcpPA6oKD15lgAYcTJEIY-R3Ap5BISeXtjB5DzD4xW_W46KAty67erKVz0ucCnVcc3QFJdEhAKBq77Lzai5W-4EPFpkaKZZway3ss/https%3A%2F%2Fgbddeclaration.org

A Sensible and Compassionate Anti-COVID Strategy [A Sensible and Compassionate Anti-COVID Strategy](#)



A Sensible and Compassionate Anti-COVID Strategy

Jayanta Bhattacharya

"We should respond to the COVID virus rationally; protect the vulnerable, treat the people who get infected comp..."

Thank you!!

Pat McCusker
916-833-1002

Dept. of Health Services
 \$23M CARES Requests Summary
 FY 2020-21

Description	Approved Funding Request	COMPASS Actual Expenditures to Date	Encumbered	Approved Funding Remaining
Business Reopen Navigators	\$ 825,013	\$ 825,013	\$ -	\$ -
Contact Tracers	\$ 2,343,701	\$ 1,881,824	\$ 461,877	\$ -
COVID Testing - UCD	\$ 1,500,000	\$ 972,382	\$ 527,618	\$ -
COVID Testing - StemExpress	\$ 13,500,000	\$ 9,980,497	\$ 3,519,503	\$ -
Community Based Testing	\$ 1,122,705	\$ 467,430	\$ 655,275	\$ -
Primary Health Other (see details below)	\$ 2,699,976	\$ 1,416,440	\$ 146,045	\$ 1,137,491
Public Health Other (see details below)	\$ 1,425,885	\$ 1,343,580	\$ 82,305	\$ -
	\$ 23,417,280	\$ 16,887,166	\$ 5,392,623	\$ 1,137,491

Primary Health Other Detail:

COVID Homeless Support	\$ 1,653,242	\$ 1,375,867	\$ 117,015	\$ 160,360
COVID Primary Health support	\$ 975,500	\$ 1,085	\$ 21,251	\$ 953,164
EMS support	\$ 71,234	\$ 39,488	\$ 7,779	\$ 23,967
	\$ 2,699,976	\$ 1,416,440	\$ 146,045	\$ 1,137,491

Public Health Other Detail:

Staffing	\$ 1,018,385	\$ 1,018,385	\$ -	\$ -
Laboratory Equipment	\$ 30,000	\$ -	\$ 30,000	\$ -
Telecom Equipment	\$ 277,500	\$ 240,511	\$ 36,989	\$ -
CalExpo Facility	\$ 100,000	\$ 84,684	\$ 15,316	\$ -
	\$ 1,425,885	\$ 1,343,580	\$ 82,305	\$ -

Dept. of Health Services
 \$42M CARES Requests Summary
 FY 2020-21

Description	Approved Funding Request	COMPASS Actual Expenditures to Date	Encumbered	Approved Funding Remaining
Provide easy access to COVID-19 testing and timely availability of test results, especially for vulnerable communities, congregate settings, first responders, essential workers and in outbreak investigation. This will be achieved by expanding PH laboratory services from 5,000 tests/month to 9,000 tests/month.	\$ 3,500,000	\$ 492,186	\$ 831,202	\$ 2,176,612
Increase and expand the surge capacity workforce to include microbiologists for the laboratory, clinical staff, and administrative support staff. These staff will expand services as well as replace the volunteers, students and staff from other programs and departments and the National Guard as they transition out of the response and return to their regular work. the job duties include investigation and tracing, administering tests, processing test results, and providing education.	\$ 16,394,000	\$ 3,087,590	\$ 3,943,590	\$ 9,362,820
Collaborate and partner with community-based agencies to conduct public outreach and education, and to provide wrap around services to disadvantaged communities in order to facilitate adherence to measures that reduce the spread of infection, including isolation, quarantine, social distancing, hand hygiene and wearing of face coverings. This will also include assistance to individuals such as food and housing for people that need to be in isolation or quarantine,	\$ 19,854,850	\$ 29,386	\$ 17,206,098	\$ 2,619,366
Prepare for and conduct community vaccination clinics for the influenza season, as well as prepare to receive and administer the COVID-19 vaccine, once it is made available.	\$ 2,251,150	\$ 44,743	\$ 145,550	\$ 2,060,857
	\$ 42,000,000	\$ 3,653,905	\$ 22,126,441	\$ 16,219,654

Dept of Health Services
\$45M CARES request
BOS updates 11/16/2020

Tier Status

- The numbers are increasing quickly, this week, there are 41 counties in the purple tier. Sacramento County Case rate is 21 per 100,000, up from 7.4 per 100,000 on 11/4/2020
- The State issued a travel advisory and is planning to issue an advisory for places to close by 10:00pm.
- State is looking at additional updates to the guidelines/ restrictions

Lab testing:

- Tests through Stem Express (10 community sites plus LTCFs): approximately 6,000 tests per week done over 45,136 so far. Will also provide testing for school staff
- Tests through Cal Expo drive-thru: around 1,984 last week/46,135 tests to date
- Tests for jail: 5,893 total, 120 positives; all but one were at intake

Schools:

- No further update this week

Mobile Integrated Units:

- From 11/8 – 11/14 the MIH collected 2,232 specimens for COVID testing.
- Since September 14, MIH has collected a grand total of 18,049 specimens.

Enforcement:

- Developing ordinance for enforcement

Vaccines:

- 4,000 vaccinated at flu clinics; vaccinated 450 at the Sleep Train Arena on Saturday

Community collaborations

- Wifi in the park - DTECH got quotes from two carriers; There are 14 parks/ 6 districts that are interested. Working on plan to do installation in phases.

Additional data

Supervisor Frost asked for the positivity rates by zip code so we are submitting the attached map Please note:

- The movement back to the purple tier was based on the case rate, not positivity rate
- The entire County is placed in the same tier, there is no variation based on zip code
- It takes a lot of time to develop this map because a large percentage of the negatives tests (needed to produce the data) have missing information, and it takes a lot of time to correct and fill in the information. For that reason we are not able to produce this map weekly.
- Please let me know if you have any questions.

CARES Contract with Sierra Health Foundation Center for Health Program Management

As of November 13, 2020 report, there are:

- **Same number of partners, which includes 20 partners, 13 of which are Community Based Organizations (CBOs), in the Sacramento Collab.** This includes United Way for financial support, Raley's, Door Dash and more. CBOs are: La Familia, Sacramento Building Healthy Communities, Sacramento Covered, Sol Collective, Greater Sacramento Urban League, Roberts Family Development Center, Asian Resources Inc., Hmong Youth and Parents United, South Sacramento Christian Center, Rose Family Creative Empowerment Center, Sacramento ACT, and Mutual Assistance Network.

- **Same number of languages provided through the CBOs since last report, which are 13 languages represented:** Spanish, Russian, Ukrainian, Farsi, Dari, Pashto, Afghan, Urdu, Punjabi, Hindi, Iranian, Turkish, Vietnamese.

- **68 Case Investigators/Contact Tracers/Resource Coordinators trained, an increase of 2 staff members since last report.**

->These staff have:

- touched 2,539 lives, an increase of 668 compared to last report of 1,871 individuals.
- translated for 432 patients/clients, an increase of 231 compared to last report of 201.
- elicited 326 close contacts from patients who had COVID-19, a decrease of 108 compared to last report of 434.

-**18 case investigator/contact tracers** are enrolled in training.

-**The Sac Collab partners have begun to provide wrap around services, which includes:**

a) **Pregnant & Infant Program** (partnering with Her Health First to provide comprehensive pregnant and parenting health education planning response to COVID-19). **They have supported 6 pregnant women and 110 parenting women, an increase of 51 parenting women compared to last report of 59.**

b) Culturally appropriate **mental health and emotion support services** are available for impacted families. Services include confidential therapy, youth mental health program, navigation support Services can be access through saccollab website at: hearyou.org/saccollab.

14 individuals referred to mental health/emotional support services, an increase of 4 compared to last report of 10.

c) **Financial Assistance** (Sacramento County CARES Act funding will be available through partnership with United Way to support individuals and families for rent assistance, utilities and other essential supplies. Households can receive between \$1,000 and \$3,000, based on the number of wage earners). **They supported 41 family/individual, an increase of 40 compared to last report of 1.**

d) **Food and Meal Assistance** (In partnership with the Sacramento Food Bank, DoorDash, local restaurants, CalFresh, Raley's and Sacramento Metro Chamber of Commerce, resource coordinators will connect those who must self-isolate or quarantine with wage and meal assistance): **48 households received meals, an increase of 9 compared to 39 households previously; 78 households received food**

boxes, increase of 5 households compared to 73 since last report.

- 599 individuals and/or households served/assessed by CBOs or Community Resource Coordinators.
This includes referral to health insurance, Calfresh, mental health/emotional support service, and Personal Protective Equipment (PPE) assistance.

Business Navigators:

- No major changes in Business Navigators staff numbers since October; currently, there are 23 trained Business Navigators. They have contacted 1079 businesses (755 businesses via phone, 324 businesses in person) since the last report. There were more businesses contacted; **an increase of 36 from 1043.** Phone contact *has decreased to 755 from 764 (a difference of 9)* and in person *has increased to 324 from 279 (a difference of 45).*

-Til date they have contacted a total of 2,122 (1,519 businesses via phone, 603 businesses in person) small businesses.

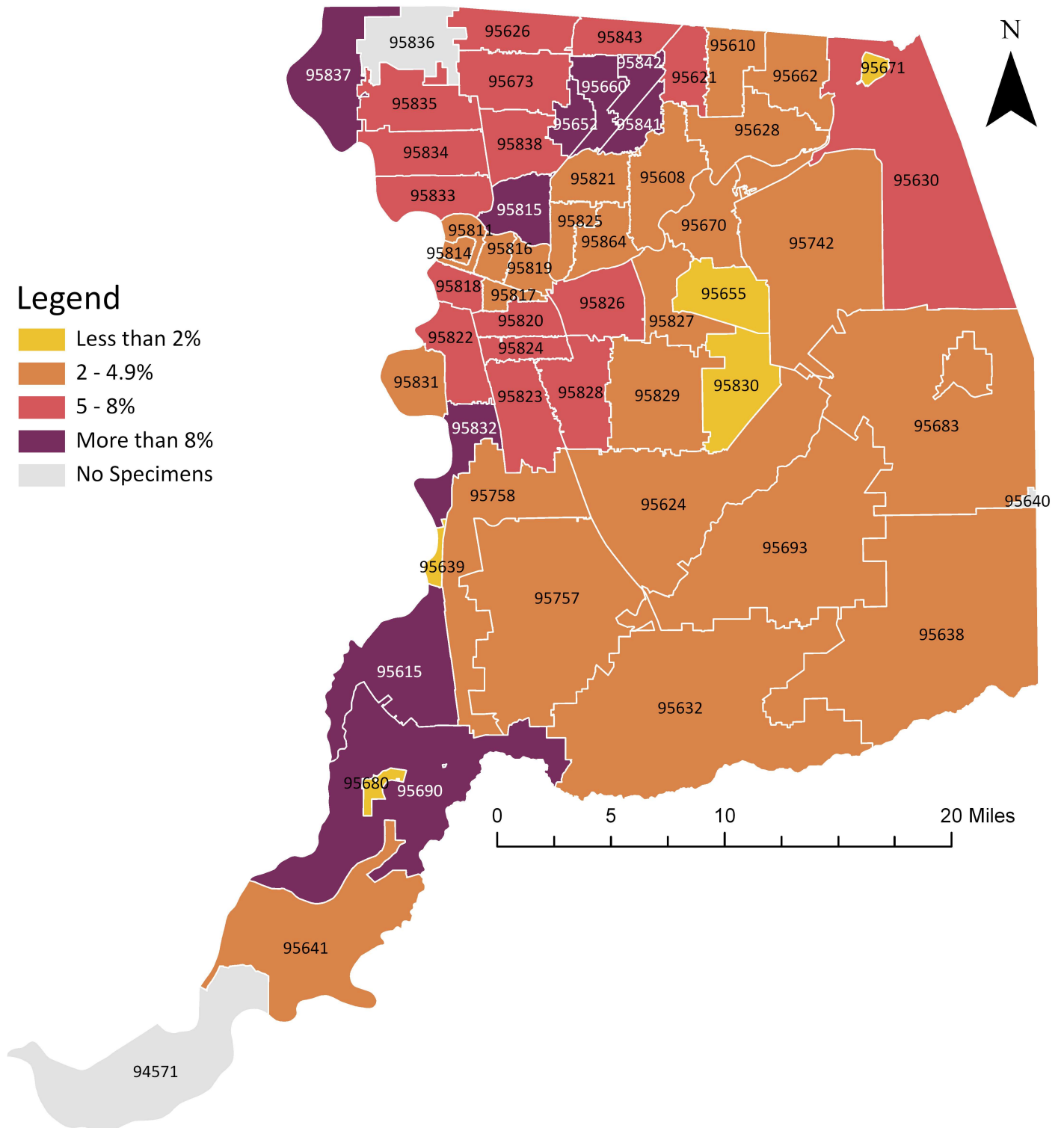
Feedback/narrative received from a case investigator:

“I went to deliver boxes of food today and a family came outside to thank me and the children wanted to hug me and they were all so thankful and I was tearing up a bit because I wasn’t able to hug them but I hope they get through these tough times.”

Communication and Media Updates:

- Working with Entercom to develop final Collab PSA scripts and digital ads, including Non-English versions.

Sacramento County COVID-19 PCR Positivity by Zip Code, Disease Week 45 (11/1 - 11/7)



AGENDA ITEM CONTINUATION MEMO

MEETING DATE: November 17, 2020

DEPARTMENT: Clerk of the Board

TITLE: **Report On COVID-19 Response And Approval Of Urgency Ordinance Allowing Enforcement Of The Public Health Order**

BOARD ACTION: Continued to December 8, 2020 for approval of the Urgency Ordinance.

MATERIAL FORWARDED

ITEM 35 BOS PUBLIC COMMENT 001

From: [McCarthy-Olmstead, Vanessa](#)
To: [Clerk of the Board Public Email](#)
Subject: FW: Letter opposing the Urgency Ordinance and COVID regulations
Date: Wednesday, December 2, 2020 11:21:46 AM
Attachments: [Oppose urgency ordinance November 2020.pdf](#)

Item for the 8th

Vanessa McCarthy-Olmstead
Deputy Chief of Staff
Supervisor Susan Peters
Sacramento County
Board of Supervisors, District 3
(916) 874-5471 (Phone)
(916) 874-7593 (Fax)

From: Watt Ave <info@80wattdistrict.com>
Sent: Tuesday, November 24, 2020 3:48 PM
To: McCarthy-Olmstead, Vanessa <McCarthy-OlmsteadV@saccounty.net>; Schmidt, Howard <SchmidtH@saccounty.net>
Cc: Jazmine Alop <jalop@metrochamber.org>
Subject: RE: Letter opposing the Urgency Ordinance and COVID regulations

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Vanessa,

Please find a letter attached from the 80 Watt District in opposition to the urgency ordinance proposed by the Governor's Office and questioning the COVID shutdown.

Please forward to the appropriate person, thank you very much.

Kind regards,
Rebekah Evans

[Rebekah Evans](#)

Executive Director

80 Watt District/ PBID

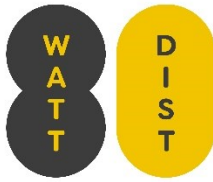
p: 916-495-5599

a: NEW ADDRESS: 3485-A Orange Grove #365, North Highlands, CA 95660

w: [80WattDistrict.com](#) **e:** [info@80WattDistrict.com](#)

[Check out our NEWS in 80 Watt District](#)





80 Watt District- PBID
3485-A Orange Grove Ave
North Highlands, CA 95660

November 20, 2020

Sacramento County Board of Supervisors
700 H St, Sacramento, CA 95814
Attn: Board Clerk

RE: Urgency Ordinance & COVID regulations -OPPOSE

Dear Chairman Serna and Sacramento County Board of Supervisors:

On behalf of the 196 Property Owners, and 350 businesses and the thousands of employees of those businesses, we would like to submit our strong opposition to the 'Urgency Ordinance,' demanded by the Governor of California. This urgency ordinance allows for penalties and fines to be charged to businesses that violate the Sacramento County Public Health Order concerning operating under the COVID-19 directives.

We fully understand the need to take action to stop the spread of this virus. We also have families, employees, and customers for whom we care deeply about and want to protect. However, this type of ordinance unfairly targets the business community as being responsible for the spread of COVID-19.

As stated by the President/CEO Tom Bene' of the National Restaurant Association, *'We continue to support aggressive steps to protect the nation's public health. But there is an unfounded impression that (restaurants) are part of the problem, and we are suffering because of inconsistent, restrictive mandates. Tens of thousands of additional bankruptcies—and millions of lost jobs—are now more likely, while the science remains inconclusive on whether any health benefits will accrue.'*

Your own Sacramento County Health Services Department, publicly and multiple times, attributes the significant increase in COVID-19 cases to long-term health care facilities and some private in-home gatherings. Our businesses community has gone to great lengths and expense to protect customers and employees from this virus with daily steps to protect their employees, their livelihood as they continue to run their business locations.

This last shut down, (back to PURPLE,) has closed more businesses in the District, and this ordinance will be one more 'nail in the coffin.' We are not sure if these businesses will reopen and those who have stayed open, have suffered. It will take years to recover, if at all. Please do not pass this urgency ordinance, it will only harm our businesses.

We need your support, compassion, and your encouragement... not the fines or the stress of 'getting in trouble,' when these companies are only trying to keep the doors open! We need your solutions, ideas, and answers.... not enforcement against hard working citizens. We ask you to help us adapt, adjust, and respond correctly so that we can all go back to the land of the free, because of the brave!

Thank you for your consideration and ask that you take our 'letter of opposition,' to the Governor of California. If you have any questions, please contact me at RebekahEvans@80WattDistrict.com or 916-495-5599.

Respectfully,

A handwritten signature in black ink that reads "Rebekah Evans".

Rebekah Evans, Executive Director
80 Watt District -PBID

ITEM 35 BOS PUBLIC COMMENT 002

From: [McCarthy-Olmstead, Vanessa](#)
To: [Clerk of the Board Public Email](#)
Subject: FW: Letters of opposition from Watson Companies
Date: Wednesday, December 2, 2020 11:29:07 AM
Attachments: [Watson_opposeurgencyordinance.pdf](#)

Item for Tuesday

Vanessa McCarthy-Olmstead
Deputy Chief of Staff
Supervisor Susan Peters
Sacramento County
Board of Supervisors, District 3
(916) 874-5471 (Phone)
(916) 874-7593 (Fax)

From: Watt Ave <info@80wattdistrict.com>
Sent: Wednesday, November 25, 2020 12:34 PM
To: McCarthy-Olmstead, Vanessa <McCarthy-OlmsteadV@saccounty.net>; Schmidt, Howard <SchmidtH@saccounty.net>; Jazmine Alop <jalop@metrochamber.org>
Subject: RE: Letters of opposition from Watson Companies

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please see attached. Thank you. Rebekah Evans

[Rebekah Evans](#)

Executive Director

80 Watt District/ PBID

p: 916-495-5599

a: NEW ADDRESS: 3485-A Orange Grove #365, North Highlands, CA 95660

w: [80WattDistrict.com](#) **e:** info@80WattDistrict.com

[Check out our NEWS in 80 Watt District](#)





3185 Longview Drive
Sacramento, CA 95821
Phone: (916) 481-6293 x 209
Fax: (916) 481-6184

Website: <http://www.watsonroofing.com>

Sacramento County Board of Supervisors
700 H St, Sacramento, CA 95814
Attn: Board Clerk

RE: Urgency Ordinance & COVID regulations

Dear Chairman Serna and Sacramento County Board of Supervisors:

On behalf of my business, Leslie Watson and our 46 employees, we would like to submit our strong opposition to the 'Urgency Ordinance,' demanded by the Governor of California. This urgency ordinance allows for penalties and fines to be charged to businesses that violate the Sacramento County Public Health Order concerning operating under the COVID-19 directives.

We fully understand the need to take action to stop the spread of this virus. We have families, employees, and customers for whom we care deeply about and want to protect. However, this type of ordinance unfairly targets the business community as being responsible for the spread of COVID-19.

Your own Sacramento County Health Services Department, publicly and multiple times, attributes the significant increase in COVID-19 cases to long-term health care facilities and some private in-home gatherings. Our businesses have gone to great lengths and expense to protect customers and employees from this virus daily as we try to keep our livelihood going.

This last shut down, (back to PURPLE,) has closed more businesses in the area that we have our business, and this ordinance will be one more 'nail in the coffin.' We are not sure if these businesses will reopen and those who have stayed open, have suffered. It will take years to recover, if at all. Please do not pass this urgency ordinance, it will only harm our businesses.

We need your support, compassion, and your encouragement... not the fines or the stress of 'getting in trouble,' when these companies are only trying to keep the doors open! We need your solutions, ideas, and answers.... not enforcement against hard working citizens. We ask you to help us adapt, adjust, and respond correctly so that we can all go back to the land of the free, because of the brave!

Thank you for your consideration and ask that you take our 'letter of opposition,' to the Governor of California. If you have any questions, please contact me at Leslie@watsonroofing.com or (916) 481-6293.

Respectfully,

A handwritten signature in blue ink that reads "Leslie Watson".

Leslie Watson
Controller/Owner
Watson Companies, Inc.



3185 Longview Drive
Sacramento, CA 95821
Phone: (916) 481-6293 x 209
Fax: (916) 481-6184

Website: <http://www.watsonroofing.com>

Sacramento County Board of Supervisors
700 H St, Sacramento, CA 95814
Attn: Board Clerk

RE: Urgency Ordinance & COVID regulations

Dear Chairman Serna and Sacramento County Board of Supervisors:

On behalf of my business, Greg Watson and our 46 employees, we would like to submit our strong opposition to the 'Urgency Ordinance,' demanded by the Governor of California. This urgency ordinance allows for penalties and fines to be charged to businesses that violate the Sacramento County Public Health Order concerning operating under the COVID-19 directives.

We fully understand the need to take action to stop the spread of this virus. We have families, employees, and customers for whom we care deeply about and want to protect. However, this type of ordinance unfairly targets the business community as being responsible for the spread of COVID-19.

Your own Sacramento County Health Services Department, publicly and multiple times, attributes the significant increase in COVID-19 cases to long-term health care facilities and some private in-home gatherings. Our businesses have gone to great lengths and expense to protect customers and employees from this virus daily as we try to keep our livelihood going.

This last shut down, (back to PURPLE,) has closed more businesses in the area that we have our business, and this ordinance will be one more 'nail in the coffin.' We are not sure if these businesses will reopen and those who have stayed open, have suffered. It will take years to recover, if at all. Please do not pass this urgency ordinance, it will only harm our businesses.

We need your support, compassion, and your encouragement... not the fines or the stress of 'getting in trouble,' when these companies are only trying to keep the doors open! We need your solutions, ideas, and answers.... not enforcement against hard working citizens. We ask you to help us adapt, adjust, and respond correctly so that we can all go back to the land of the free, because of the brave!

Thank you for your consideration and ask that you take our 'letter of opposition,' to the Governor of California. If you have any questions, please contact me at Greg@watsonroofing.com or (916) 481-6293.

Respectfully,

A handwritten signature in blue ink, appearing to read "Greg Watson", is written over the typed name and title.

Greg Watson

CEO/Owner

Watson Companies, Inc.

ITEM 35 BOS PUBLIC COMMENT 003

From: [Bryan Ginter](#)
To: [Clerk of the Board Public Email](#); [Nottoli. Don](#); [Kennedy. Supervisor](#); [Supervisor Serna](#); [Frost. Supervisor](#); [Susan Peters](#)
Subject: Healthy Communities Resolution & More
Date: Wednesday, November 25, 2020 2:29:46 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

I am urging that you all adopt Kevin Kiley's *Healthy Communities Resolution*. The governor is unconstitutionally issuing executive orders and, to boot, executive orders for COVID that are a "one size fits all" approach. Even if his orders were constitutional, the means do not justify the end. Specifically, every city (not by state or by county) should develop its own COVID response. Cities that are not at risk for adversity due to COVID should not be punished with restrictive life-killing restrictions because another city needs additional COVID response.

Additionally, the DEATH RATE of the illness should be the focus, and individuals that are 69 or under are said to have a survival rate of OVER 99%! These are the people that work, that need to go to their jobs. The at-risk population is largely retired and not affected by shutdowns. Shutting down and having COVID restrictions is not the answer when the DEATH RATE is so low, especially if medical facilities are not being overcapacity.

If the masks and social distancing work, then why are "spikes" happening? This tells me they don't work, so I ask that you remove these mandates. Newsom was at a restaurant with other people without a mask; Pelosi was at a salon without a mask, Fauci was at a ball game without a mask. Restaurants and salons are shut have restrictions again. Churches still have restrictions, but strip clubs were recently determined to be allowed to be open. I also hear that Newsom's children can attend school without a mask and that his winery remains open, while most other schools remain closed. How is all this fair? It isn't. Everyone in Sacramento Country should have a choice to wear mask or social distance or to open their business, just like Newsom, Pelosi and Fauci. Additionally, schools should all reopen immediately.

Finally, there needs to be oversight of COVID reporting. With the election fraud, me hearing about people that never got tested but have been told they reported positive, the data miscalculation admitted by Newsom, and false-positives that have occurred, I have concerns over the integrity of COVID reporting. There should be more oversight of this process.

Regards,
Bryan Ginter

ITEM 35 BOS PUBLIC COMMENT 004

From: [Candice Matthews](#)
To: [Clerk of the Board Public Email](#)
Subject: Re: DHA Covid Crisis-What are you doing about it?
Date: Tuesday, December 1, 2020 8:19:42 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I am writing again because I have not received a response to my prior email. Do you have a death wish for your employees? It is absolutely absurd that you are wanting to open lobbies before Christmas? I will be forwarding this additional information to the media because DHA is on some sick kamikaze mission is regards to their employees. Do you really think it is wise to open lobbies during a pandemic? Sacramento County will have blood on their hands. You currently have an outbreak at 28th street and still have failed to do anything for your staff. I have a question. Why are you informing UPE about covid cases in the building before staff? I contacted UPE and there is solid proof you told them before staff. Unlike you, I care about the employees of DHA and I will keep contacting the media to let them know how you continually mistreat staff.

Get [Outlook for Android](#)

From: Candice Matthews
Sent: Monday, November 23, 2020 8:58:27 AM
To: boardclerk@saccounty.net <boardclerk@saccounty.net>
Subject: DHA Covid Crisis-What are you doing about it?

Good morning,

I'm fighting back tears as I type this. I am utterly disgusted by the response the Department of Human Assistance has had to this pandemic. The department has failed or doesn't care to protect the health of their staff members. I have family that work for DHA. Because of your unwillingness to act and ignorance of the pandemic, my family member is ill with covid19. She contracted the virus from the 28th st building. Each week, there are cases popping up in that building and you failed to shut it down for proper cleaning. There is no way that building has been cleaned. Not to mention, the National Gaurd had to come administer tests.

You KNOW there is an outbreak and if you didn't, now you do. I have contacted all local media to advise them on your unwillingness to protect the lives of your employees. In case you forgot, DHA stands for the department of HUMAN ASSISTANCE. They way the county is acting towards their employees in inhumane.

How can you sleep at night knowing you are putting hundreds of employee's lives at risk for the sake of appearance? While you all are comfortably working from home, employees are risking their health everyday by going into the office to provide for their families. Why can't everyone work from home? Does someone have to die before you take action?? What if it was your child, parent, or sibling? How would you feel knowing their illness could have been prevented? The selfishness of the department makes my stomach turn.

Take action! Protect your staff! Stop worrying about your public image and worry about the staff.

ITEM 35 BOS PUBLIC COMMENT 005

From: dianealally@gmail.com
To: [Clerk of the Board Public Email](#)
Subject: RE: Why are Sacramento Restaurants Closed inside?
Date: Thursday, November 19, 2020 3:43:15 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Meeting date 12/08/2020

To the County Board of Supervisors,
Phil Serna, Patrick Kennedy, Susan Peters, Sue Frost, and Don Nottoli

We the Restaurants of Sacramento are reaching out to you because Enforcement takes place on a county level, we need you now to stand up and advocate for us! We do not want you to enforce the orders for inside dining in restaurants and we want to move into another category that allows us 25% dining inside.

My Question - Why can these restaurants be open?
People from all over the county, even state come into this Casino.

I went to the Hard Rock Hotel & Casino Sacramento. Everyone did wear mask.

All their restaurants are inside, and fully open- Council Oak Steak & Seafood, Fresh Harvest, Hard Rock Cafe, Song, YOUYU Noodle Bar, and Constant Grind. None of these have a patio and are enclosed spaces inside. I did not notice any of the protocols that you put in place for our Sacramento restaurants.

The Casino was packed, it was 100% full. When someone got up from a slot machine, no one was wiping down the chair or machine. Restaurants do more than just wipe down tables and chairs, we sanitize everything before and after a guest leaves a table.

So why is it again that our restaurant cannot be open inside?
Why are Sacramento restaurants being singled out? We are going on 9 months of shutdowns and dining outside. Do you know how expensive it is to rent tents & heaters? And to have a tent you can only have one wall, with 3 walls open? What is the point of a tent then?

If our Governor felt comfortable and not threatened by COVID-19 by not wearing a mask, no social distancing and eating inside a restaurant. Don't you think the public should be able to make their own choice whether to go to a restaurant and eat?

Our industry used to employ 1.4M people in California, almost 100,000 in our region. Right now, almost half of us are unemployed, and the new closings will make this number larger. And more Restaurants that will never open again.

Restaurants have been diligent to keep employees and customers safe. Every staff person, manager, kitchen staff and employee must take a test every year to be certified to work in a restaurant.

We need to be able to stay open inside. Especially since December is the biggest month for all restaurants. We have been closed for months. We have been closed for every major holiday- St Patrick's day, Easter, Mother's

Day, Father's Day, Fourth of July, and now Thanksgiving.

Sincerely,
Diane Lally
Special Event Manger / 916-798-6758
Cafeteria 15L / Mix Downtown / The Park Ultra Lounge / Public House / Iron
Horse/Mas Taco

Diane Lally
Special Events Manager
916 442-8855 Phone
916 588-1590 Fax
dianealally@gmail.com
<http://www.macentertainmentgroup.com/>
Cafeteria 15L / Mix Downtown / The Park Ultra Lounge / Public House / Iron
Horse/Mas Tacos

“You must be the change you wish to see in the world.”
- Mahatma Gandhi

-----Original Message-----

From: Clerk of the Board Public Email <BoardClerk@saccounty.net>
Sent: Monday, November 16, 2020 1:29 PM
To: dianealally@gmail.com
Subject: Automatic reply: We do not want you to enforce the order for
Restaurants

Thank you for contacting the Clerk's Office.

Your email has been received and it may take up to 24-hours to respond. If you need immediate assistance, please call (916) 874-5451 to speak with a representative between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

PUBLIC COMMENT PROCEDURES

Refer to the meeting agenda <<https://devsccob.saccounty.net/Pages/default.aspx>> (posted 72-hours prior to the meeting date) to view current instructions on how to make a public a comment during a meeting -or- how to submit a written comment. Meeting procedures are subject to change based on guidelines pursuant to social distancing and minimizing person-to-person contact.

Florence Evans

Clerk of the Board of Supervisors | 700 H Street, Suite 2450, Sacramento,
CA 95814 | P 916-874-5451



THE BLUE RIBBON COMMISSION ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION



BLUE RIBBON COMMISSION

ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION

December 8, 2020

Dear Supervisors,

Thank you for your leadership in establishing a Blue Ribbon Commission (BRC) to explore the prospective merits of a Sacramento County Women's Commission. It has been a great honor to fulfill this mandate. After careful research and consideration, it is our recommendation that Sacramento County immediately move to establish a Commission on the Status of Women and Girls.

Women's commissions in California are a part of an historic national and international movement to increase equity and opportunity for women and girls. Many commissions were established during the civil rights era of the 1960s -1970s. Then, as now, the call for equity and justice was widespread and included the need to more fully understand and address the many issues and obstacles women face every day. Since that time, states, cities, and counties have created women's commissions that continue to be at the forefront of understanding and advancing gender equity.

Today, you as supervisors have the opportunity to forge a new women's commission model that is timely and relevant to 21st century women and girls, one that builds upon equity gains while responding to the barriers that women and girls still experience when faced with equity deficits and gender-related biases. This new model would also address the unequal treatment and disparities experienced by disenfranchised women.

This time of unprecedented upheaval due to the COVID-19 pandemic, natural disasters, economic uncertainty, and civil unrest has profoundly affected women and revealed an even more urgent need to view complex issues through a gender lens. A women's commission can serve as a focal point for more fully understanding and addressing the impact of these crises on the lives of women and girls, while helping to explore the long-term implications and uplifting the community's recommendations for response.

The following report is the culmination of a year's study by the BRC. This work involved extensive research of women's commissions as well as active engagement with Sacramento County's women and girls through community meetings, forums, surveys, interviews, and listening circles seeking answers to a central question: "How are the Women and Girls of Sacramento County?" The findings support that Sacramento County will significantly benefit from a Sacramento County Commission on the Status of Women and Girls.

Through its work, the BRC has developed a model on which Sacramento County can build and continue to demonstrate its commitment to fully supporting women and girls. We sincerely hope that you will establish a Commission on the Status of Women and Girls with full community representation and participation that will serve the Board of Supervisors and the public for decades to come.

Sincerely,

Erin Saberi

On Behalf of The Blue Ribbon Commission on the Establishment of a Sacramento Women's Commission



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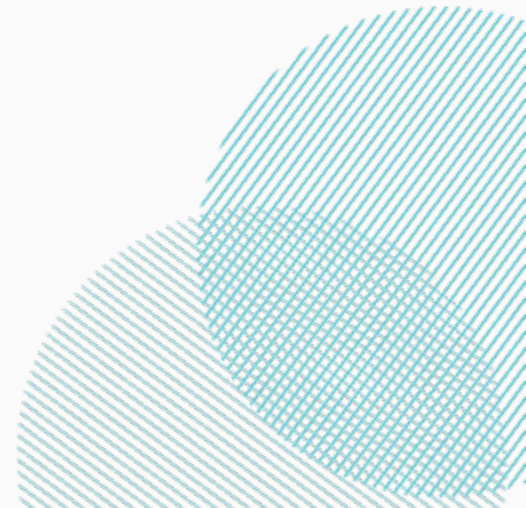
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ACKNOWLEDGMENTS

SPECIAL THANKS

ACKNOWLEDGMENTS

The Blue Ribbon Commission would like to acknowledge and extend its gratitude to Supervisor Phil Serna for his leadership in spearheading this initiative, and to the Sacramento County Board of Supervisors for the opportunity to explore the prospect of a Sacramento County Commission on the Status of Women and Girls.

The Blue Ribbon Commission would like to extend special thanks to:

- All of the women and girls who participated in our meetings, surveys, listening circles, interviews and events.
- The American Association of University Women (AAUW), Citrus Heights American River (CHAR) and Sacramento branches for their support. In particular, we would like to thank AAUW-CHAR, and its president, Lee Battershell, for serving as our fiscal sponsor.
- The many organizations that have partnered with us throughout this process, especially the AAUW, Congregation Beth Shalom, The Girl Scouts Heart of Central California, Impact Foundry, La Familia Counseling Center, League of Women Voters of Sacramento County, Liberty Towers/Black Child Legacy Campaign, My Sister's House, Sacramento State University College of Arts and Letters, SWAG, Women's Wisdom Art, WEAVE, and Women's Empowerment.
- Ali Lichtenstein, Ph.D., Executive Director/ Board Chair, Vicki Boyd, Vice Chair, and the staff and volunteers of Women's Wisdom Art for their partnership and creation of the "How Are The Women and Girls?" Listening Circle quilts.
- Those who contributed their time and talent to the BRC's "How Are The Women and Girls? County Forum," including Shayne Corriea-Fernandez, Erin Saberi, Emily Bender, Gina Robeson, The Impact Foundry, UpTown

Studios, and SWAG.

- All of the women who offered their support from women's commissions and associations throughout California, particularly Emily Murase, Ph.D., and Nancy Kirshner-Rodriguez of San Francisco; Shay Franco-Clausen, Esther Peralez-Diechmann, and Carla Collins of Santa Clara County; Janice Blalock of Sonoma County; Suzanne Doty and Jenni Prisk of the Association of CA Women's Commissions; and Kendra Harris and LaKenya Jordan of the CA Commission on the Status of Women and Girls.
- Molly Phillips-Nugent and Jasmine Partida who served as special assistants to the BRC and Luana Lehua Yadao, intern to the BRC from the Sacramento State internship program.
- The volunteers of Sacramento for Women and Girls who initiated this effort.

Special thanks to the Blue Ribbon Commission Report Committee: Alexis Blount, Ph.D., Chair, Haley Ausserer, Marty McKnew, and Erin Saberi.

Thank you to the Co-Chairs of the Blue Ribbon Commission *ad hoc* advisory committees for their content and editing contributions: Vicki Boyd, Alexis Blount, Ph.D., Charmen Goehring, Dina Howard, Maya Howard, Tonya D. Lindsey, Ph.D., Danielle Metzinger, Alana Ramsay, Susan Stone, and Nilda Valmores.

Thank you also to Blue Ribbon Commissioners Bernice Bass de Martinez, Ph.D., Caroline Cabias, and Eulonda Kay Lea, for their writing and editing contributions.

Cover art by BRC Listening Circle participants and Women's Wisdom Art.





EXECUTIVE SUMMARY

THE BLUE RIBBON COMMISSION

EXECUTIVE SUMMARY

The Blue Ribbon Commission on the Establishment of a Sacramento County Women's Commission (BRC) was established by a unanimous vote of the Sacramento County Board of Supervisors in July 2019. The BRC was formed in the fall of 2019 and held its first meeting on December 2, 2019, to begin carrying out its mandate to research the merits of a [Sacramento County Women's Commission](#), "by which the Board of Supervisors and public could better understand issues, opportunities and challenges unique to women in Sacramento County."

Women's experiences and issues are diverse, distinctive and often affected by ongoing structural inequities. Therefore, it is important that government policy, programs, and key decisions be considered through a gender lens that incorporates women's experience along with reliable and consistent county-level data.

Of the eight largest counties in California, Sacramento County is one of two without a commission on the status of women. For the close to 800,000 women and girls in Sacramento County who make up 51% of today's population, a women's commission would serve as an invaluable resource to county government and the public concerning issues that affect women and girls in unique ways, while ensuring improved understanding and consideration of their specific needs in policy and budgetary decisions.

After extensive research and study conducted between December 2019, and November 2020, the BRC presents this report with a recommendation for the immediate establishment of a Sacramento County Commission on the Status of Women and Girls.

THE WORK OF THE BLUE RIBBON COMMISSION

The BRC researched women's commissions in California including the California Commission on the Status of Women and Girls and 26 commissions in city and county jurisdictions, all dedicated to improving the status of women and girls.

The BRC found that women's commissions add tremendous value to their cities and counties. Local women's commissions advise city and county policymakers on issues from domestic violence resource allocation to training police and county sheriffs. The diverse issues commissions address range from analysis and recommendations for improvements at a county jail to informing public works projects with specific—and previously unrecognized impact—on women and girls. Commissions have provided gender analysis of agencies and resources in their jurisdiction to inform government policies and programs. Each commission spoke to the BRC of the importance of serving as a clearing house for information and collaboration on behalf of women and girls.

The most successful women's commissions engage deeply with the women and girls in their communities and the organizations that serve them; they leverage city and county resources in order to respond effectively to the areas of most concern in their communities of women and girls. Further, some of the most dynamic commissions are connected to a county Office of Women's Policy.



HOW ARE THE WOMEN AND GIRLS?

The work of the BRC drew upon the extensive community engagement and research of the volunteer grass-roots effort which preceded it, known as *Sacramento For Women and Girls*. The BRC continued to ask the question posed by *Sacramento For Women and Girls* in its community outreach between January 2018 and June 2019: **How are the Women and Girls of Sacramento County?**

Answering this question is a complex pursuit that requires a sustained effort over time with dedicated resources and tools, such as consistent and reliable data. The BRC sought to begin this pursuit by reviewing currently available data and inviting a broad spectrum of women and girls to answer this question for themselves through a series of community meetings, forums, surveys, listening circles, and one-on-one conversations with community leaders.

The BRC *Ad Hoc* Advisory Committee on Data and Information analysed the responses that identify the major issues important to participants. When the results from the online surveys were tabulated and overarching themes from the listening circles were identified and aggregated three top issues surfaced:

- Safety and protection from violence
- Physical and mental healthcare
- Economic well-being, including access to affordable childcare and housing.

To address these issues, women leaders identified some key areas for improvement:

- Women's needs are unique and require visibility through a gender lens; and distinct communities of women have particular concerns which must be understood and addressed

- More support is needed for the integration of existing resources and the scaling of successful programs to reach more women
- Access to reliable, county-level data is a necessary component of identifying and meeting the needs of women and girls; data is also important for funding and program development
- The COVID-19 pandemic has had a disproportionate impact on women, with effects playing out differently for those of different races and classes while challenging service providers' ability to meet pressing needs.

THE TIME IS NOW

One hundred years since women won the right to vote, and more than five decades after women's commissions were first formed to advance the status of women and girls, we are in another milestone moment. There is a groundswell of support for women's voices to be heard and long-standing issues to be addressed. From the #MeToo and Black Lives Matter movements to annual women's marches drawing women from all walks of life in cities and towns throughout the country, women are galvanized to take the next step toward securing full equity and representation in American life.

In recent months, the United States elected its first woman Vice-President and has seen bi-partisan growth in the number of women elected to Congress and state office. In California, women now hold half of elected statewide offices, including the first female Lieutenant Governor, the first woman has been appointed to lead the CA Highway Patrol, and all five seats on the Los Angeles Board of Supervisors will be held by women in 2021. In the Sacramento region, the Metro Chamber of Commerce is being led by a woman for the first time and women gained leadership positions in the 2020 election as mayors and on city councils.



The time is now to support the establishment of a government entity dedicated to supporting women and girls.

The Blue Ribbon Commission (BRC) in its interim capacity, has demonstrated some of the benefits of having a commission for women and girls. Women have joined together across the spectrum of women's issues, programs and organizations in Sacramento County to share information, identify pressing issues, collaborate, and support each other in new ways, including for pandemic crisis response. Women and girls have enthusiastically responded to the opportunity to be heard and supported and have expressed the desire to be a part of the work of a permanent commission.

RECOMMENDATIONS

Building on this momentum, and recognizing that taking the next step toward acquiring full equity for women and girls requires policymaker involvement and institutional support, the Blue Ribbon Commission recommends that the Sacramento County Board of Supervisors move to establish a Sacramento County Commission on the Status of Women and Girls to advise and report regularly to the Board of Supervisors and the public on the status of women and girls.

The role, responsibilities and purpose of this commission would include:

- Advising the County Board of Supervisors and the public on issues of gender equity and women's and girls' well-being
- Acting as a liaison between the Board of Supervisors and the women and girls in Sacramento County
- Serving as a resource for study, data, and recommendations on matters concerning discrimination and inequity pertaining to women and girls on the basis of gender

- Holding public hearings, publishing reports, collecting data, convening and recommending programs, policies, and legislation to promote and ensure equal rights and opportunities for all women and girls in Sacramento County
- Maintaining a clearinghouse and hub of information of data, local programs, and services
- Reflecting the unique diversity of Sacramento County and addressing the barriers to equity that exist within specific communities of women.

Through its work, the BRC has built a strong foundation of engagement, collaboration and research upon which a high-functioning and dynamic commission can be built. It is our hope that the county will continue to demonstrate its commitment to fully supporting women and girls with the establishment of a permanent commission that can serve the Board of Supervisors and the public for years to come.

How are the women and girls? Today we stand more hopeful, glimpsing the possibility that we can come together with purpose, focus, and intention to advance equity and opportunity through a Sacramento County Commission on the Status of Women and Girls.



BRC Commissioners Vicki Boyd and Carol Enns at the Impact Foundry's "What If" Conference 2/4/20





I. INTRODUCTION

IT BEGAN WITH A QUESTION

IT BEGAN WITH A QUESTION, HOW ARE THE WOMEN AND GIRLS?

In late 2017, inspired by a national conversation about women, a small group of Sacramento County women began gathering in each other's homes compelled by common concerns about women's well-being. After decades of social and political gains, women and girls were sharing with each other and the world that they were still unsafe and that in numerous facets of American life gender equity remained elusive. Women were still making much less on the dollar than men, women's employment in all education groups stalled or went down after the year 2000, and sex segregation was still persistent in fields of study and occupations.¹

In Sacramento County, while women and girls were being served by an array of providers in a variety of areas, the problems faced by women were becoming more complex and interwoven. Less affordable housing and a scarcity of housing choices intersected with issues around women's safety. Women living on fixed incomes were at risk of homelessness due to rising rents. Women's economic stability was affected by issues of access to childcare and affordable healthcare.

An initial public data search revealed that readily accessible data were sparse, sometimes unavailable at the county or individual level to analyze by gender and other demographic information. A landscape review further demonstrated that no single entity existed to ensure public awareness and accountability

for the well-being of Sacramento County's women and girls. Understanding that women's commissions serve this function throughout the world, around the country, and in 27 cities and counties in California, the group began to explore the possibility of establishing a commission for women and girls in Sacramento County.

As the conversation grew, so, too, did the circle of volunteers from the initial handful to a core group of about 30 women and girls. This all-volunteer group, now known as *Sacramento For Women and Girls*, in partnership with local organizations, held a series of public meetings, conducted surveys, and launched listening circles engaging hundreds of people. They were asked their opinion about issues affecting women and girls and the prospect of establishing a commission for women and girls in Sacramento County. Support and excitement increased, and after nearly a year and a half of community engagement, ideas and issues emerged, along with a growing consensus that women and girls wanted a distinct government entity to advance and support their equity and well-being. [See Appendix I for a list of Sacramento for Women and Girls members.](#)

¹ "Progress toward gender equality in the United States has slowed or stalled," Paula England, Andrew Levine, Emma Mishel, Proceedings of the National Academy of Sciences Mar 2020.



...on every indicator considered, women's progress relative to men has slowed, and in some cases progress has stalled entirely. In every case except educational attainment, where women are now ahead of men, a slowdown or stall has occurred at a time when there was still substantial gender inequality favoring men.

Progress toward gender equality in the United States has slowed or stalled." Paula England, Andrew Levine, Emma Mishel Proceedings of the National Academy of Sciences March 2020



Shortly thereafter, in July 2019, Sacramento County Supervisor Phil Serna brought a resolution before the County Board of Supervisors to further advance the exploration of a women’s commission in Sacramento County. The [Resolution](#)—which passed by a unanimous vote of the Board on July 23, 2019—established a Blue Ribbon Commission (BRC) to research and better understand the prospective merit of a women’s commission as an advisory body to the Sacramento County Board of Supervisors. After consultation with women’s organizations, members of the community, and each member of the Board of Supervisors, the Blue Ribbon Commission on the Establishment of a Sacramento County Women’s Commission was fully formed by November 2019, with support and funding from Supervisor Phil Serna. [See Appendix II for Blue Ribbon Commission members.](#)



BRC Commissioner Emily Bender at the BRC 12/18/19 meeting



A women's commission... demonstrates a commitment to public accountability and good government. The commission's work brings transparency to who is being served and how, with the goal of gender equity. Finally, a women's commission brings together groups and individuals from across disciplines and socio-economic backgrounds to strengthen the fabric of the community.

—Dr. Emily Murase, former Director of the San Francisco Department on the Status of Women, speaking at the Blue Ribbon Commission Meeting December 2, 2019



My Sister's House, OCA and IAS Listening Circle





II. THE WORK OF THE BLUE RIBBON COMMISSION

THE WORK OF THE BLUE RIBBON COMMISSION



It was very awakening. I wasn't aware of some of the things I heard from cultural sensitivity to how we might work with law enforcement on behalf of women and girls.

-How are the Women and Girls?
Virtual Forum participant

The Blue Ribbon Commission (BRC) met monthly between December 2019, and November 2020, and created five *ad hoc* advisory committees, all open to the public. The monthly meetings included guest speakers from local organizations and women's commissions in other jurisdictions. The *ad hoc* advisory committees conducted extensive research on women's commissions in California, continued community outreach, surveyed individuals and organizations serving women and girls, featured a youth committee to focus on the unique concerns and aspirations of young women, and researched available statistics on women and girls in Sacramento County, including data from other organizations. [For a complete list of ad hoc advisory and guest speakers, see Appendix III.](#)

The BRC was three and a half months into its work when the COVID-19 pandemic closures began in mid-March 2020. As with all other aspects of contemporary life, the work of this commission was significantly affected. Members of the BRC encountered unexpected time constraints due to new or additional childcare,

parental care, economic, and health concerns. In addition, those who led organizations supporting women and girls or women-owned businesses were called away to attend to work in emergency environments while procuring a safe and secure environment for their staff.

After cancelling its March 2020, meeting and devoting the April 2020, meeting to community response about the pandemic, the BRC resumed listening and learning from women and girls throughout Sacramento County via a virtual environment. The initial work plan was modified replacing in-person listening circles with an online community survey, virtual listening session conversations with community leaders and activists, and incorporating a listening circle into a pre-existing youth virtual event.

Close to 500 participants from community groups and organizations, representing a broad spectrum of women and girls throughout the county, contributed their ideas and spoke about their concerns. Still more participants completed an online community survey to identify the priorities of a would-be women and girls commission. The BRC also interviewed organization and community leaders about their perspectives on the status of women and girls in Sacramento County. [For a list of interview participants see Appendix IV.](#)

This listening and engagement culminated with inviting more voices to the table, in a well-attended countywide [“How Are The Women and Girls? Virtual Forum”](#) on October 10, 2020, an event co-hosted by women and girls' organizations throughout the county. Congresswoman Doris Matsui provided a video keynote address that was followed by panels and break out listening sessions addressing the impact on women of the COVID-19 pandemic. [For a list of Listening Circles & Virtual Forum Co-Hosts see Appendix V.](#)





... a lack of support and guidance for women and girls can drastically affect life outcomes... the listening sessions have provided invaluable insight on how we can assure that women thrive in our region. Taking the voices and values of these women forward... we can share it to bring real action.

-Congresswoman Doris Matsui, at the "How Are The Women and Girls?" Virtual Forum

Members of the BRC were invited to speak to local women's organizations, including the American Association of University Women, the Board of Director's of My Sister's House, Soroptomists of Sacramento and Elk Grove, and to the Elk Grove City Council. Commissioners also participated in the Impact Foundry's 2020 [What IF Conference](#), attended meetings of the Association of CA Women's Commissions, and were invited to speak on a panel at the [United Nations NGO-CSW](#) (postponed due to the COVID-19 restrictions).

BLUE RIBBON COMMISSION COVID-19 RESPONSE

Through the BRC's extensive listening and local community connections, we were able to see the role that a women's commission could play during a crisis such as the COVID-19 pandemic. Although its mandate was interim and limited, the members of the BRC felt it was important to provide some community support and act as a mechanism for organizations to effectively collaborate.

- **The BRC Community Mask Making Project.** The BRC responded to domestic violence shelters' high demand for face masks. Individual commissioners, together with our partner organizations the *American*

Association of University Women and *Women's Wisdom Art* sewed and delivered approximately 1,200 masks to domestic violence organizations. Shortly thereafter, the BRC responded to a request for children's masks with *Women's Wisdom Art* and provided 150 additional masks for children living in domestic violence shelters.



- **Food Bank Volunteering.** The BRC reached out to local food banks and connected volunteers to fill in for community volunteers who were unable to help due to being in COVID-19 high risk groups. Representatives from *La Familia Counseling Center* provided information at a BRC meeting about their food distribution stations and shared a request for help through member networks and on social media.

"The Blue Ribbon Commission has already made an impact on My Sister's House. It has been an important vehicle to let our community members and leaders know about how COVID-19 has concealed abusive home situations. Members have contributed masks and supplies, provided donations, and communicated with policymakers about the needs of domestic violence organizations during the COVID-19 pandemic."
-Nilda Valmores, Executive Director, My Sister's House





III. HOW ARE THE WOMEN AND GIRLS?

HOW ARE THE WOMEN AND GIRLS?

The voices of women have always guided the steps of the long march toward increased equity for women in the United States. This march gained momentum in the late 1800s, led to the ratification of the 19th amendment 100 years ago, and continued with the civil rights era - giving birth to women's commissions over 55 years ago.

Because it has been important to the BRC to truly listen to and represent the concerns of women and girls in Sacramento County, the BRC continued to ask the question posed by *Sacramento For Women and Girls* in their community outreach: **How are the Women and Girls of Sacramento County?**

Answering this question is a complex pursuit that requires a sustained effort over time with dedicated resources, engagement, and tools such as consistent and reliable data. *Sacramento For Women and Girls* and the BRC sought to begin this pursuit by asking a broad spectrum of women and girls to answer this question for themselves through a series of community meetings, forums, surveys, listening circles, and one-on-one conversations with community leaders.

Much of our listening was conducted in partnership with women and girl's organizations, including the incorporation of a hands on art component facilitated through a partnership with *Women's Wisdom Art*. In this way, women and girls who might not speak their concerns verbally could draw their thoughts on fabric art squares which were later woven into quilt hangings.



Quilts made by Listening Circle participants and Women's Wisdom Art

HEARING FROM WOMEN AND GIRLS

Sacramento County women and girls expressed a need to be seen, heard, and represented. No other quote more directly stated this than when a young woman from Foothill Farms High School said during a listening circle, "Please come back because most people never ask us what we think and how we're doing."



Prioritize affordable housing, childcare and a living wage so I can support my twin daughters. They are only 4 months old. I want them to have a future.

Community Survey Respondent



We need representation for women of color in essential leadership roles.

Community Survey Respondent



Representation is needed from all communities, especially communities often left out of the conversation. They are often those who need the most help.

Community Survey Respondent



Women and girls are diverse and so are their needs. As we listened and collected women and girls' words, thoughts, and wishes we found that over and over, and in different ways, women asked for a seat at the table; to have service providers who understand their culture and their needs; and to have a voice in the design and distribution of resources. Importantly, we found that robust numerical data about women and girls at the county level was difficult to come by, often sparse or unavailable.

The Ad Hoc Advisory Committee on Data and Information analyzed the survey, listening circle, and one-to-one data, to identify the major issues important to participants. When the results from the online surveys were tabulated and overarching themes from the listening circles identified and aggregated, three top issues surfaced:

- Safety and protection from violence
- Physical and mental healthcare
- Economic and financial well-being, including affordable and accessible childcare and housing.

In addition, significant challenges were identified:

- Data is an important part of meeting the needs of women and girls; there is a critical lack of available data about the status of women and girls in Sacramento County
- Women's needs are unique and require visibility through a gender lens and services for marginalized groups of women
- Women's organizations need support to continue to meet the needs of women and girls; small service organizations lack sufficient staff and resources for program and organizational development.

SAFETY AND PROTECTION FROM VIOLENCE

"A family free of violence is a community free of violence"

-Faith Whitmore, CEO, Sacramento Regional Family Justice Center

Sacramento County has a higher rate of hospitalization for domestic violence incidents than other counties in California.

-Kaiser Permanente

"When women connect with other women, it builds women's confidence. Overcoming domestic violence is often about confidence, how to be confident and empowering women to be confident and to advocate for ourselves."

-Listening Circle participant

Protection from violence, both in and out of the home, is a top concern for the women and girls of Sacramento County. Women victims of domestic violence and sexual harassment spoke of needing more training for law enforcement and health professionals who work with them and young women spoke of persistent sexual harassment and underreported dating violence. Concern about domestic violence has grown during the COVID-19 crisis for both women and children, as families have become more isolated from resources and from those who would report abuse.

Issues and suggestions that surfaced include:

- Sexual harassment persists and women and girls want it to stop
- Increase domestic violence awareness and



intervention and provide more shelters and safe community spaces, especially in immigrant and marginalized communities.

- Women, particularly those who have experienced domestic violence, suggested that police receive training on how to address trauma.
- Girls and teens are impacted by family domestic violence and dating violence
- Young women aging out of foster care need increased access to community resources and advocates to support them as they are often victims of crime.

In California, 27% of families eligible for SNAP benefits do not receive them, compared to only 2% of families in Tennessee.

-Prenatal-to-3 State Policy Center

Sacramento County has higher rates of breast cancer deaths: 21 per 100,000 compared to statewide California rate of 18.6 and a US rate of 20 per 100,000.

-Prenatal-to-3 State Policy Center

PHYSICAL AND MENTAL HEALTHCARE

Women and girls in Sacramento County want access to better health and healthcare resources such as:

- Increased and improved access to local health clinics
- Assistance navigating healthcare systems, including access to culturally-appropriate services for women in immigrant communities
- More mental health supports for youth and adults, such as online access to mental health resources

- More access to reproductive and midwifery services, especially in communities where disparities exist. For example, black women across all economic and education levels have a higher rate of perinatal mortality.
- Health and sex education, including education around body image and access to feminine hygiene products for students and homeless women.



We need more focus on college student's mental health and basic needs like lack of food and housing, especially during COVID-19.

-DEE DEE GILLIAM, DIRECTOR OF HEALTH & WELLNESS, LOS RIOS COMMUNITY COLLEGE DISTRICT

Women more frequently engage with the healthcare system than do men; they often take their children to the doctor, choose their family's healthcare providers, and are more likely to be the ones to carry out the doctor's recommendations.

-KAISER FAMILY FOUNDATION

ECONOMIC AND FINANCIAL WELL-BEING

In 2019, approximately 73,000 businesses in Sacramento were women-owned. We don't know how many of those have closed since the COVID-19 pandemic began. Those businesses employ 54,815 people and 11.7 billion dollars annual revenue.

-Ventureneur

27.3% of Sacramento County seniors are below the elderly income threshold index compared to 26% of California as a whole.

-California Health Interview Survey

Between approximately 21% and 26% of Latinx/Hispanic and African American children live in poverty; they are more likely than other groups to live in poverty.

-kidsdata.org





I have a job - I work 7 days a week and I can't afford housing for myself and my 4 children. We sleep in our car.

—Community Survey Respondent

The wealth gap is even bigger than the wage gap, particularly among women of color.

—Jessica Stender, Equal Rights Advocates, speaking at a *Sacramento for Women and Girls* community meeting December 2018.

Economic and financial well-being emerged as a top priority for the women and girls in Sacramento County. Women frequently stated that their economic stability could improve with:

- Career training and workforce development
- Mentorship opportunities
- Educational and financial aid resource support
- Affordable and accessible child care
- Affordable housing—especially for older women, students, LGBTQ youth, and homeless women
- Job-related transportation.

WOMEN'S NEEDS ARE UNIQUE AND REQUIRE UNDERSTANDING THROUGH A GENDER LENS



The onset of COVID-19 has highlighted the need for a gender lens on social services because women have borne the brunt of the economic downturn.

—Suzanne Doty, former President of the Association of California Women's Commissions and former Chair and Commissioner Santa Clara County Commission on the Status of Women

“Approximately 50% of the homeless in Sacramento are black women and their children.” (see *Homelessness In Sacramento, Results from the 2019 Point-In-Time Count, Sacramento State University Report.*)

—RoLanda Wilkins, Director, *Earth Mama Healing, at the How are the Women and Girls? Virtual Forum*

A gender lens is often missing when analyzing governmental and community services. Including women and girls' voices can lead to better design and delivery of services that take into account women and girls' unique needs and the intersection of complex issues. As one community survey respondent wrote, “Over 80% of the young women we serve in our housing for youth overcoming homelessness have experienced domestic violence and/or sexual abuse. We need far richer services for women overcoming these traumas.”

Community meeting participants raised issues such as the unique needs of women and girls in the criminal justice system and how important it is to apply a gender analysis to understand and improve their circumstances. Likewise, girls spoke about their unique needs in education, such as needing more support and mentorship in science, technology, engineering and math. Women also addressed the unique needs of women in business and pressures such as childcare, equal pay and transportation.

“Don't forget about the women and girls in the juvenile justice system.”

—Listening Circle participant

WOMEN'S ORGANIZATIONS NEED SUPPORT

While women's organizations are vital to serving the needs of women and girls in Sacramento County, we heard from leaders and from program participants about numerous challenges they face in executing or further developing their programs. Many spoke of growing need and limited capacity to meet demand. Others spoke



of the potential benefits of replicating or scaling successful programs to reach more recipients, but limited resources available to do so. Some organizations are small, and lack the staffing and funding needed to develop their program. Often they are torn between the demands of providing services and the demands of applying for grants and resources.

"We also need widely expanded wellness services for survivors of trafficking, sexual assault, and domestic violence so we can heal and break the cycle."

-Community Survey Respondent

DATA IS AN IMPORTANT PART OF MEETING THE NEEDS OF WOMEN AND GIRLS

"What are we doing to meet the needs of women and girls in the criminal justice system with probations, with courts, with CBO's, with families? We need more information so that can lead to better decision-making."

-Sacramento for Women and Girls meeting participant, January 2018

[D]isaggregated data around age, ethnicity, race, gender are not available to examine disparities of health within the community.

Kaiser Permanente

Robust data provides accurate information about how women and girls are doing. Data is necessary to support program development, identify funding sources, and design services for organizations serving women and girls. The BRC found it difficult, in preparing this report, to find data to adequately answer our question: How are the women and girls? Data is either sparse, sporadically available, or inaccessible at the county or individual level and is not ready

for analysis. A variety of government agencies and organizations in Sacramento County operate from data silos without the benefit of sharing potentially useful data about women and girls. This results in a decreased capacity to fully understand and address the needs of women and girls in our county. Women leaders and program practitioners from organizations that serve women and girls repeatedly emphasized the need for reliable data and the need to share their data with each other. For example: domestic violence calls and human trafficking numbers are dispersed throughout systems and agencies and are not easily accessible. According to the Department of Justice, there were more than 5,000 domestic violence calls to Sacramento County law enforcement agencies in 2019. This number does not count the calls to local domestic violence organizations which may reflect households that never call law enforcement.

AVAILABLE DATA ABOUT WOMEN AND GIRLS

Publicly available data, although limited, supports much of what we heard from Sacramento County's women and girls. Despite decades of gains, troubling issues remain. In Sacramento County pre-COVID-19:

Poverty is prevalent

- Nearly one-third of female-headed family households live in poverty, which is \$24,000 or less for a household of four. -<http://sacramentoblueribboncommission.com/>
- Approximately 17% of women over the age of 18 in Sacramento County live in poverty. -Women's Foundation 2020

Childcare is unaffordable

- The annual cost of childcare for young children and infants in Sacramento County is approximately 57% of the single mother's median income. -Women's Foundation 2020



Violence against women persists

- According to kidsdata.org in 2018 there were over 4,600 domestic-violence-related calls for assistance in Sacramento County. -Women's Foundation 2020

Wage Gap

- In Sacramento County women still earn approximately 87 cents for every dollar earned by men. That ratio is even smaller for many women who are nonwhite. -Women's Foundation 2020

During the course of our work, the *California Budget and Policy Center* issued a Women's Well-Being Index (October 2020) that provided some local data from the years 2014-2018.² The numbers indicated on this index also coincide with what the BRC heard from Sacramento's women and girls. While the women of Sacramento County do well in employment and earnings (pre-COVID 19), Sacramento ranks low in other areas and is in the bottom half of California counties, ranking 30 out of 58. For example:

Health (Rank 27)

- Delayed Medical Care, rank 47
- Life Expectancy at birth for females, rank 33

Safety (Rank 36)

- Neighborhood Safety, rank 53
- Hospital Visits Due to Assault, rank 49

Economic Security (rank 32)

- Poverty, rank 34
- Cost of Child Care, rank 32
- Commuting Time, rank 52

Political Empowerment (Rank 39)

- Voter Turnout, rank 37
- School Board Membership, rank 40

This new data source is welcome news to the BRC which has been searching for data since the beginning of our inquiry. Currently, there is also a state funded research project to determine

the number of human trafficking victims in Sacramento. A clearinghouse for data on the status of Sacramento County's women and girls, which would integrate these and other data sources, would be a valuable resource and tool for county policymakers.

THE COVID-19 PANDEMIC EXACERBATES THE NEEDS OF WOMEN AND GIRLS



UN Secretary General Antonio Guterres has said that the global pandemic has reversed decades of limited and fragile progress on gender equality and women's rights... the pandemic is exposing and exacerbating the considerable hurdles women face in achieving their rights and fulfilling their potential...Without a concerted response, we risk losing a generation of more gains.

-UN Women

In our "How Are The Women and Girls?" virtual forum, held in October 2020, the BRC asked women and girls about the impact of COVID-19. Many responded that the pandemic is placing inordinate pressure on their lives in multiple areas. Women are on the frontlines of this crisis as healthcare workers, teachers, essential staff, and family caregivers. They are often the primary caregivers for home-bound children and elderly or ill family members even as they are working, looking for work, or out of work.

Women businesses which thrived in the Sacramento region pre-COVID-19, have been hard hit by the pandemic. Latina and immigrant business owners expressed concerns about being more vulnerable to the economic downturn.

² <https://calbudgetcenter.org/resources/womens-well-being-index>



Locally, women's organizations are reporting a surge in domestic violence calls and a concern about a lack of reporting of child abuse.



Thirty percent of Hispanic women lost their jobs due to COVID, compared to about nine percent of white women.

—Rachel Rios, Executive Director, La Familia Counseling Center, at the How Are the Women and Girls? Virtual Forum

Asian women are more afraid to get out of the house and ask for help due to the increased racism Asian people are facing around COVID-19.

—Nilda Valmores, Executive Director My Sister's House

We are experiencing a double pandemic right now COVID-19 and racism.

—Anita Ross, Founder, Women for Equality Sacramento, at the How are the Women and Girls? Virtual Forum

At the time of writing this report, national data about the impact of the pandemic on women is beginning to emerge. According to a recent study by the National Bureau of Economic Research COVID-19 is challenging hard-fought gains for women in the workforce:³

- Working women are experiencing the worst effects of the COVID-19 recession, unlike in previous downturns, which have hit working women the hardest.
- The crisis has hit industry sectors in which women's employment is more concentrated – restaurants and other retail establishments, hospitality and health care.
- Many women have had to leave the workforce in order to support children who are attending school from home or because of a lack of childcare and closed daycare centers.

A pandemic amplifies and heightens existing inequities, especially for women from communities burdened with longstanding systemic inequities.

"About 865,000 women left the [U.S.] workforce between August and September 2020, compared with 216,000 men of that same period. Of the 865,000 women, 324,000 were Latina, while 58,000 were black women".

Source - "COVID-19's Impact on Working Women Is an Unprecedented Disaster," Livia Gershon, Smithsonian Magazine, October 19, 2020

A women's commission can serve as a focal point for more fully understanding and addressing the impact of this crisis on the lives of women and girls, helping to explore the long-term implications, and uplifting the community's recommendations for response.

Issues that disproportionately affect women such as domestic violence also need to be factored into COVID-19 crisis mitigation and recovery policies. For example, monies earmarked for homeless safety and relief also need to include domestic violence victims and how support for them can be earmarked and provided.

"Budgets are a reflection of our values, and our county budget must reflect the values that we hold as women in this community and that we want to see as we navigate this pandemic and recovery. It is essential that we have a Commission that benchmarks where we are..., that measures where we are going, and that brings constant awareness, education, and pressure on these institutions to put our money where our mouth is."

—Amanda Blackwood, President and CEO of Sacramento Chamber of Commerce, at the How Are the Women and Girls? Virtual Forum

³ "The Impact of COVID-19 on Gender Equality," National Bureau of Economic Research, Working Paper 26947, April 2020.





Quilts made by Listening Circle participants and Women's Wisdom Art



My Sister's House, OCA and IAS Listening Circle



Sacramento For Women and Girls Meeting. L to R: Mary McKnew, Vicki Boyd, Susan Stone, Alexis Blount, Sahana Rajiyah



Sacramento State College of Arts & Letters Listening Circle





IV. FINDINGS ON WOMEN'S COMMISSIONS

FINDINGS ON WOMEN'S COMMISSIONS



A Women's Commission is democracy in action: bringing people from the community to the table to advise and inform the government about the needs and concerns of women and girls.

—Carla Collins, Santa Clara Office of Women's Policy

A commission could make sure we are well while we are doing the work. We have always been strong but we haven't always been well.

—RoLanda Wilkins, Executive Director Earth Mama Healing, at the How Are the Women and Girls? Virtual Forum

The Blue Ribbon Commission's (BRC) Ad Hoc Advisory Committee on Women's Commission Models researched women's commissions throughout California—including the state commission, 20 county, and 6 city commissions to identify the roles and responsibilities, structures, and value of women's commissions as well as the factors that are key to their successes.

For a list of the commissions researched see Appendix VI.

A women's commission is a governmental body exclusively dedicated to the promotion of gender equity and the empowerment of women. Women's commissions in California are valued for their role in helping their communities gain an understanding of the specific issues affecting women and girls. Each commission carries out its own unique mandate to advise its Board of Supervisors or City Council, and the public on matters relating to gender equity in their jurisdiction.

Most of the county commissions the BRC researched were established in the 1970s and 1980s, during a time of heightened public

interest in gender equity and social justice. Since that time, some commissions have been quite successful, growing their influence and mandate, while others' successes have waned. In recent years, there has been renewed interest in the work of women's commissions with the revitalization of the California State Commission on the Status of Women and Girls, a new Solano County commission, and efforts underway to form women's commissions in Orange County and here in Sacramento County. *For a brief history of women's commissions in the US and background on California commissions, refer to Appendix VII.*

California women's commissions have led efforts and progress on issues affecting women and girls such as poverty, economic well-being, homelessness, domestic violence, veteran status, incarceration, childcare, education, access to STEM education, and pay equity. Women's commissions also are advocating and raising awareness about policy priorities and the availability of accessible data to inform policy decisions.

ROLES AND RESPONSIBILITIES OF WOMEN'S COMMISSIONS

"For over fifty years, these [women's] commissions have been tasked with gaining an understanding of issues affecting women and girls, reporting this information effectively to government officials and legislators, and developing a legislative and advocacy agenda informed by the lived experiences of all women and girls within their region."

—National Association of Commissions for Women



Women's commissions serve as the voice of women from the community. Commissioners listen and learn from local women and girls to ensure their experiences are an integral part of policy decisions. They also serve an investigative role and examine issues of gender discrimination. We found that the roles and responsibilities of women's commissions include advocating and advising policymakers on issues affecting women and girls; educating the public about available resources; and researching and analyzing policies, issues, and services through a gender equity lens.

Some valuable projects that we found were completed by women's commissions include: analyzing the gender composition of boards, commissions, government agencies, and elected political bodies; conducting training in areas such as gender equity, equal pay, workforce development, domestic violence, and safety; and conducting hearings and gathering data on topics of concern to the community and/or their Board or City Council.

STRUCTURE OF WOMEN'S COMMISSIONS

Nearly all of the county commissions the BRC researched are established by county ordinance, have by-laws, and are similar in structure. Total membership ranges from 9–17 commissioners, each of whom serve a term of between 2–4 years. Most or all of the commissioners are appointed by county supervisors and/or city councils and mayors. Some counties give supervisors individual appointment authority, and one [county](#) has appointments by the Board of Supervisors as a whole. [Alameda County](#) has a unique model in which the mayors in the county receive one joint appointment. [Two counties](#) have [two designated seats](#) for youth members. One county has a separate youth [commission](#).

Most commissions report directly to the Board

of Supervisors, however, in some counties there is an intermediate control agency, such as the Social Services Department in Alameda County, the Chief Administrative Office in San Diego County, and the Human Resources Department in Sonoma County. In San Francisco City and County there is a permanent city Department on the Status of Women that provides staff and supports the work of the Commission on the Status of Women and Girls.



A commission offers more than a gender lens on public services, it is also a coalescing organization.

—Dr. Emily Murase, former Director of the San Francisco Department on the Status of Women, speaking at a Sacramento for Women and Girls Community Meeting, January 2018

Many commissions have designated staff support from within their jurisdiction in either the county executive's office or in a county or city agency and direct funding from their jurisdiction for expenses. Some jurisdictions are responsible for programs and receive funds from their jurisdictions and from grants to implement programming.

VALUE OF WOMEN'S COMMISSIONS

Many commissioners with whom we consulted spoke of the value of the convening power of women's commissions, particularly in response to pressing issues that arise in the community. [For example](#), the *California Commission on the Status of Women and Girls* convened a [Pay Equity Task Force](#) to transform a new California law into action. Other commissioners addressed the ability of commissions to identify and mitigate problems that were previously unrecognized. *The Office of Women's Policy in Santa Clara*



County [thoroughly assessed](#) the [status of women incarcerated in the county](#). Through this work, the commission in Santa Clara County was able to connect with incarcerated women and found that these women were concerned about the shackling of pregnant inmates; a state law prohibiting the practice was eventually passed. Another example of the value of commissions is of the San Francisco Commission analyzing its public works with a gender lens. [The result](#) was for the city and county to add more street lighting to increase safety for women and girls.

Some commissions pointed to women and girls in their communities being unaware of public services and resources available to them. In response, the commissions added value by developing resource guides for women and girls. For example, the City of Pasadena Commission on the Status of Women produces an annual [Survival Guide](#) to provide information about healthcare, childcare, employment opportunities, government programs, housing, substance abuse programs, and transportation options. This commission partners with the Pasadena Police Department to distribute the survival guide to women and girls.

KEY ATTRIBUTES OF SUCCESSFUL WOMEN'S COMMISSIONS

The most successful women's commissions engage deeply with the women and girls in their communities and the organizations that serve them; they leverage city and county resources in order to respond effectively to the areas of most concern in their communities of women and girls. Additional factors for successful county women's commissions include:

- **Membership:** representative of the community and few to no vacant commission seats

- **Funding and Staffing:** at least one dedicated support staff and funding for research and community activities
- **Communication:** regular communication with their Board of Supervisors or City Council. Connections and interaction across county/city systems and programs
- **Accountability:** annual work plans that are regularly adapted based on emerging community needs focused on three-four priority areas annually
- **Programs:** coordinated and/or direct management of community programs, such as domestic violence services, provide ongoing, sustained funding mechanisms.



It's about being a part of the government that is trusted and out in the community. That is, it's not just about having documents in different languages, it's about cultural connection.

—Suzanne Doty, former President of the Association of California Women's Commissions and former Chair and Commissioner Santa Clara County Commission on the Status of Women.



It's more than just a city and county commission, it's a focal point for so many women in our community and it links us to best practices throughout the state and across the country.

—Charlotte "Char" Bland, former Vice President, Association of CA Women's Commissions and former Executive Director, Women's Commission of Pasadena.



The *Ad Hoc* Advisory Committee on Commission Models also found that some of the most dynamic commissions are connected to a county Office of Women’s Policy, such as [Alameda County](#), [Santa Clara County](#), and the [San Francisco Commission and Department on the Status of Women](#). Staff in these county departments are responsible for supporting the commission’s operations and implementing its policy and program recommendations.

By contrast, the least successful commissions reported struggling to obtain sufficient county support, adequate staffing, and sufficient resources to fulfil their mandates. These commissions described underfunding, reliance on volunteers, multiple long-term commissioner vacancies, and a lack of regular or meaningful communication and partnership with policymakers. The BRC was advised that these challenges may be avoided by establishing strong jurisdictional support with sufficient resources and a plan for consistent communication with county leaders at the outset. [Appendix VIII provides detailed examples of successful county women’s commissions, including their areas of focus and recent accomplishments.](#)



BRC Commissioners (L-R back to front), Shayne Corriea-Fernandez, Vicki Boyd, Alexis Blount, Ph.D., Carol Enns



"We have served every women in our county with mini-grants and gender focused policies. Women’s commissions give the County a pulse of the needs of women and girls."

— Shay Franco-Clausen, Commissioner, Santa Clara County Commission on the Status of Women and Girls



St. Francis Catholic High School cast of "girl-A Devised Ensemble Project," International Women’s Day Event





V.RECOMMENDATIONS

RECOMMENDATIONS

Based on our review of California women's commissions, our consultation with women's commission leaders and members statewide, and our listening to women and girls in Sacramento County, the Blue Ribbon Commission recommends that the Sacramento County Board of Supervisors move to establish a Sacramento County Commission on the Status of Women and Girls.

From our listening to women and girls and those who work to support them in Sacramento County, we have learned that despite decades of gains for women and girls, troubling issues remain. From researching women's commissions in California, we learned that women's commissions can play a valuable role in helping their local jurisdictions better understand and address issues that affect women and girls by applying a gender lens to policy decisions and implementation.



The issues we are talking about—economic instability, mental health, homelessness, domestic violence—this is why we need a Women's Commission.

-Rachel Rios, Executive Director La Familia Counseling Center, at the How are the Women and Girls? Virtual Forum

The work of the Blue Ribbon Commission in its interim capacity, and the grass-roots initiative that preceded it, has already demonstrated some of the benefits of having a commission for

women and girls in Sacramento County. Women have joined together across the spectrum of issues, programs and organizations working to support women and girls in Sacramento County; and are sharing information, collaborating and supporting each other.

This is an opportune moment for Sacramento County to build upon these gains. In addition to addressing the issues we heard from women and girls, a women's commission can be a valuable resource for the Board of Supervisors and the public in mitigating the serious consequences for women of the COVID-19 pandemic. It can also help the county assert leadership in response to the gender equity and harassment issues currently surfacing by providing support, models, tools, and facilitation.

THE TIME IS NOW

This past year represents several milestones for women internationally, nationally and locally. Internationally women are commemorating the 25th anniversary of the Beijing Declaration of Principles advancing gender equity. Nationally, the United States commemorated the centennial of the 19th amendment to the U.S. Constitution, elected its first woman Vice-President and has seen bi-partisan growth in the number of women elected to Congress and state office.

In California, the first elected woman Lieutenant Governor was sworn into office in 2019, the first woman was recently appointed to lead the CA Highway Patrol, the first woman Chief Clerk of the California State Assembly was elected in 2020, and all five seats on the Los Angeles County Board of Supervisors are held by women as of 2021.

In the Sacramento region, almost 50 years since the first woman was elected to the Sacramento County Board of Supervisors, the first woman



leads the Metro Chamber of Commerce and women gained elected leadership positions in the 2020 election as mayors and on city councils.

These gains in women's leadership come amidst a national and local groundswell of support for women's voices to be heard and their experiences acknowledged. From the #MeToo and Black Lives Matter movements, to annual women's marches drawing women from all walks of life in cities throughout the country, women are galvanized to take the next step toward securing full equity and representation in American life.

This is an opportune moment for the county to assert leadership to address the complex issues that affect women and girls in our county.

Building on this momentum, and recognizing the role government has to play in advancing equity and accountability, the BRC has prepared the following recommendations for the establishment of a Sacramento County Commission on the Status of Women and Girls:

- 1. Establish a Permanent County Commission on the Status of Women and Girls.** A Commission should be established by ordinance and placed into law. It should have access to county information, data, and resources needed to fulfil its mission. We propose that such a commission be established immediately so as to recommend responses to the COVID-19 crisis, economic downturn, and public requests for increased equity and systemic justice.
- 2. Name.** We recommend that the Commission be named "The Sacramento County Commission on the Status of Women and Girls." This name aligns the Commission with the worldwide movement and legacy of women's commissions dedicated to government and public accountability for the status of women and girls.
- 3. Bylaws.** The bylaws of the Sacramento County Commission on the Status of Women and Girls should include a mission statement; establish the number of members and their selection procedure and term of office; establish officers, an executive committee, and election procedures; set a meeting schedule; describe commissioner duties; and require regular reports to the Board of Supervisors; establish attendance requirements, communication protocols, and amendment procedures; and propose a procedure for the adoption of amendments, and the use of Robert's Rules of Order. The Commission is empowered to create *ad hoc* committees as needed.
- 4. Purpose.** The Sacramento County Commission on the Status of Women and Girls should advise the Board of Supervisors and the public on the status of women and girls in Sacramento County. It should serve as a resource to advance gender equity, justice, and well-being for all women and girls, with particular attention to increasing economic opportunities and representing marginalized, economically depressed, and traditionally undeserved communities.
- 5. Role.** The Sacramento County Commission on the Status of Women and Girls should serve to address barriers to equity and ensure greater awareness, accountability and integrated planning of services and programs. The Commission can serve as a liaison and a hub of information between the Board of Supervisors and the women and girls in Sacramento County, linking them to county and community resources, data and information and each other. The Commission should work for greater engagement between county government, cities and the public, serving as a vehicle for the Board to receive continual feedback from women and girls regarding the best use of resources.



- 6. Responsibilities.** The Sacramento County Commission on the Status of Women and Girls should advise the County Board of Supervisors and the public on issues of gender equity and women's and girls' well-being; it will be a resource for study, data, and recommendations on matters concerning discrimination and inequity pertaining to women and girls on the basis of gender.

The Commission can, on its own initiative, hold public hearings, publish reports, collect data, convene and recommend programs, policies, and legislation to promote and ensure equal rights and opportunities for all women and girls in Sacramento County. The Commission should maintain a clearinghouse and hub of information of data, local programs, and services.

- 7. Commission Membership.** The Sacramento County Commission on the Status of Women and Girls should include members reflecting a cross-section of the diverse communities of women within Sacramento County, and it should be inclusive of communities outside the urban core of the City of Sacramento.

The Sacramento County Commission on the Status of Women and Girls should comprise fifteen members: five appointed by the Board of Supervisors, three youth members appointed by the Board of Supervisors, and seven at-large members. The youth members will be appointed for one-year terms, with a limit of two consecutive terms. The remaining twelve members will be appointed for three-year terms, with a limit of two consecutive terms.

Each Supervisor will appoint one member from their district. The board as a whole will appoint three youth members who may be current students or identified by other criteria as appropriate. We recommend that one of

the youth members be a liaison from the Sacramento County Youth Commission. The remaining seven commissioners would be at-large members designated in consultation with the Board of Supervisors by the BRC until an official "Friends of the Sacramento Commission on the Status of Women and Girls" 501(c)(3) is established and can take on the application process.

Commissioner terms will be staggered at first. In the first year of the commission, four members will be given a one-year term, four a two-year term, and four a three-year term. All terms will be three years thereafter, to maintain continuity.

- 8. Funding.** The Sacramento County Commission on the Status of Women and Girls should receive adequate resources and funding to support a robust and effective commission that fulfills its mandate and identifies and facilitates the County's response to issues affecting women and girls. Resources include both dedicated staff time within the County and operations funds to enable the Commission to be formed and begin its work. As soon as possible, the Board of Supervisors should designate ongoing General Fund monies to properly resource and staff the commission directly.

The BRC understands the impact that the COVID-19 pandemic has had on the county's budget, and also recognizes the disproportionate adverse impact the pandemic has had on the lives of women and children in Sacramento County. Given current fiscal challenges, we recommend a limited but expandable commitment of county funds and staff support in the first two years of the Commission's operation.

We suggest that beginning with year three, the Board of Supervisors together with the Women's Commission consider a plan to create an Office of



Women's Policy. This office will elevate women's issues and serve to staff the commission.

Over the years, major policy initiatives and/or women-focused activities may require outside funding in a public-private partnership with the county. It is for this reason we recommend the Commission explore opportunities for partnership between the Commission and other entities, including the potential creation of a 501(c)(3) entity known as the "Friends of the Sacramento County Commission on the Status of Women and Girls." This partnership would enable the Commission on the Status of Women and Girls to raise outside funding and seek grants for special projects. [See Appendix IX for an example of a funding implementation timeline.](#)



WEAVE Listening Circle

NEXT STEPS: TIMELINE

December 2020: Establish a Sacramento County Commission on the Status of Women and Girls in statute.

February 2021: Approve and implement the commissioner application/selection process.

March 2021: Develop commissioner orientation manual and process.

April/May 2021: Appoint commissioners.

May/June 2021: Swear in new commissioners.

June 2021: Conduct commissioner orientation.



BRC Commissioners Tonya D. Lindsey, Ph.D. and Charlene Goehring at a community meeting





V. CONCLUSION

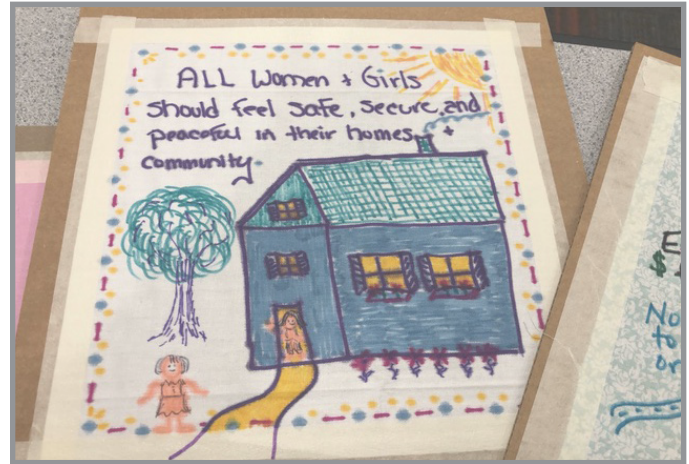
CONCLUSION

The members of the BRC would like to thank the Sacramento County Board of Supervisors for this inspiring opportunity to be of service through this inquiry into the efficacy of a commission for women and girls in Sacramento County. Our exploration was grounded in a question about the well-being of women and girls in Sacramento County so that we could understand how a women's commission might best serve them. Our inquiry was interim and limited in its capacity. But through this process, we found that women and girls were enthusiastic about being heard and represented, and that there are important issues which can be addressed with a consistent focus on their needs.

During the course of our work significant issues have emerged, such as the impact of the COVID-19 pandemic on women and gender equity concerns in our county and local city governments. These developments reinforce the importance and necessity of a government body with a dedicated focus on women and girls.

The BRC has built a strong foundation of engagement, collaboration and research upon which a high-functioning and dynamic commission can be built. It is our hope that the county will continue to demonstrate its commitment to supporting women and girls with the establishment of a permanent commission that can more fully and regularly ask and answer our fundamental question: **How are the women and girls of Sacramento County?**

Today as we ask this question, we stand more hopeful, glimpsing the possibility that we can come together with purpose, focus, and intention to advance equity and opportunity through a permanent Sacramento County Commission on the Status of Women and Girls.



Quilt art from a "How Are The Women and Girls? Listening Circle participant



The vision of women's commissions internationally, nationally and across California is for women and girls to experience fairness and equity in all areas of life, including housing, health care, safety, high-quality education, criminal justice, employment and economic opportunity. Because women's experiences and issues are often distinctive based on unique needs and long-standing structures of inequity, it is important that government policy, programs and structures view and understand key decisions through a gender lens to discern how policies and decisions will impact women and girls specifically.

[-sacramentoblueribboncommission.com](https://sacramentoblueribboncommission.com)





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VIII. APPENDICES

APPENDIX I. MEMBERS OF SACRAMENTO FOR WOMEN AND GIRLS

- Haley Ausserer
- Lee Battershell
- Emily Bender
- Alexis Blount, Ph.D.
- Vicki Boyd
- Lisa Culp
- Linda Farley, Ph.D.
- Charmen Goehring
- Kendra Harris
- Beth Hassett
- Dina Howard
- Maya Howard
- Marian Johnston
- Karen Grace Kaho
- Tonya D. Lindsey, Ph.D.
- Ali Lichtenstein, Ph.D.
- Danielle Metzinger
- Maranell “Marty” McKnew
- JoAnna Michaels
- Molly Phillips-Nugent
- Sahana Rajiyah
- Erin Saberi
- Sister Jean Schafer, S.D.S.
- Koleika Siegel
- Susan Stone
- Dawn Taylor
- Phyllis Watts
- Chantay White



APPENDIX II. MEMBERS OF BLUE RIBBON COMMISSION ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION

- Haley Ausserer, Sacramento For Women and Girls
- Bernice Bass de Martinez, Ph.D., Office of the Dean of Arts & Letters, Sacramento State
- Lee Battershell/P.J. Missman, AAUW-CHAR, Sacramento For Women and Girls
- Donna Begay, Tubatuabal Tribe
- Emily Bender, Sacramento For Women and Girls
- Alexis Blount, Ph.D., Sacramento For Women and Girls
- Vicki Boyd, Sacramento For Women and Girls, Women's Wisdom Art
- Shayne Corriea-Fernandez, SWAG
- Lisa Culp, Executive Director, Women's Empowerment, Sacramento For Women & Girls
- Carol Enns, League of Women Voters of Sacramento County
- Linda Farley, Ph.D., CEO, Girl Scouts Heart of Central California
- Charmen Goehring, AAUW Sacramento, Sacramento For Women and Girls
- Crystal Harding/Paris Dye, Black Child Legacy
- Beth Hassett, WEAVE, Inc.
- Dina Howard, Sacramento For Women and Girls
- Maya Howard, Sacramento For Women and Girls
- Marian Johnston, Sacramento For Women & Girls
- Eulonda Kay Lea, Author, CASA Volunteer
- Bina Lefkowitz, Sacramento County Board of Education
- Leslie Levitas, National Council of Jewish Women
- Ali Tucker Lichtenstein, Women's Wisdom Art
- Tonya D. Lindsey, Ph.D., Sacramento For Women and Girls
- Danielle Metzinger, NxtGov, AAUW, Sacramento, Sacramento For Women and Girls
- Maranell "Marty" McKnew, AAUW Sacramento, Sacramento For Women and Girls
- Sheree Meyer, Ph.D., Dean, Sacramento State University College of Arts and Letters
- Jaclyn Moreno, Board Member, Cosumnes Community Services District
- Boatamo Mosupyoe, Ph.D., Associate Dean Resources and Program Management, College of Social Sciences and Interdisciplinary Studies, Sacramento State University
- Alana Ramsay, Student, Sacramento State University
- Rachel Rios, La Familia Counseling Center
- Erin Saberi, Sacramento For Women and Girls
- Susan Stone, Sacramento For Women and Girls
- Jessie Tientcheu/Suzan Boulard, Opening Doors
- Nilda Guanzon Valmores, Executive Director, My Sister's House



Past Members of the BRC:

- Bridget Alexander, Waking the Village
- Zima Creason, San Juan Unified Board of Education
- Shannon Dominguez-Stevens, Sacramento Loaves and Fishes
- Dee Dee Gilliam, DNP, RN, PHN, Director of Health & Wellness, Los Rios Community College District
- Kendra Harris, former Executive Director, CA Commission on the Status of Women and Girls
- Cassandra Jennings, C.E.O., Greater Sacramento Urban League
- Faye Wilson Kennedy, Author/Community Leader
- JoAnna Michaels, M.S.W., Veteran
- Nia Mooreweathers, Youth Forward
- Molly Phillips-Nugent, United State of Women



APPENDIX III. BLUE RIBBON COMMISSION AD HOC ADVISORY COMMITTEES AND GUEST SPEAKERS

Ad Hoc Advisory Committees

Ad Hoc Advisory Committee on Assessing Needs
Ad Hoc Advisory Committee on Commission Models
Ad Hoc Advisory Committee on Data and Information
Ad Hoc Advisory Committee on Resources
Ad Hoc Advisory Committee on Youth

Guest Speakers

December 2nd, 2019

Emily M. Murase, Ph.D., Director, San Francisco Department on the Status of Women
Ali Lichenstein, Executive Director, Women's Wisdom Art
Marian Johnston, CA Department of Justice and CA State Commission on the Status of Women and Girls, retired.

January 21st, 2020

Lisa Culp, Executive Director, Women's Empowerment
Iyana Blackwell, Graduate, Women's Empowerment
Rick Heyer, Sacramento County Council's Office
Leslie Parker, Assistant to Dr. Linda Farley, Girl Scouts Heart of Central California

February 19th, 2020

Rabbi Nancy Wechsler, Congregation Beth Shalom

May 19th, 2020

Judy Robinson, Manager, Sacramento County Census
Rachel Rios, Executive Director, La Familia Counseling Center Counseling Center
Gloria Ibarra-Fisher, La Familia Counseling Center

June 17th, 2020

Jan Scully, Board Chair, Sacramento Regional Family Justice Center
Faith Whitmore, C.E.O., Sacramento Regional Family Justice Center

July 8th, 2020

Nilda Valmores, Executive Director, My Sister's House

August 11, 2020

Tiffani Fink, CEO, Paratransit Inc.
Janice Blalock, former Chair, Sonoma County Commission on the Status of Women and Girls
Catherine (Cat) Martin, Sonoma County Junior Commission
Ariana Diaz De Leon, Sonoma County Junior Commission

September 2, 2020

Scott Young, Carmichael HART
Heather Wheeler, Carmichael HART



APPENDIX IV. INTERVIEW PARTICIPANTS

- Rochelle L. Arnold, Veterans Service Officer, Sacramento County
- Janice Blalock, Past Chair, Sonoma County Commission on the Status of Women, CA Associations of Women Commission Northern CA Representative
- Stephanie Bray, C.E.O., United Way California Capital Region
- Verna Liza Caba, Executive Director, Friends of the Commission on the Status of Women, San Francisco
- Caroline Cabias, UC Davis Foundation Board Member, La Familia Board Member
- Michelle Callejas, Director Sacramento County Department of Health and Human Services
- Shay Franco Clausen, Chair, Santa Clara County Commission on the Status of Women and Girls
- Laura Clegg, A Community For Peace
- Suzanne Doty, former Chair Santa Clara County Commission on the Status of Women and former Chair, Association of California Women's Commissions
- Ann Edwards, Director, Sacramento County Department of Human Assistance
- Natalie Fujikawa, Board President, Sacramento LGBT Community Center
- DeeDee Gilliam, Director of Health and Wellness, Los Rios Community College District
- Britta Guerrero, Executive Director, Sacramento Native American Health Center (SNAHC)
- David Haitsuman, C.E.O., Sacramento LGBT Community Center
- Leesa Hooks, Senior Public Health Nurse, Sacramento County Office of Public Health and Jackie Washington Ansly, Perinatal Services Coordinator
- Cassandra Jennings, C.E.O., Greater Sacramento Urban League
- La Kenya Jordan, Executive Director, California Commission on the Status of Women and Girls
- Bina Lefkowitz, Sacramento County Board of Education
- Pat Miller, Director Agency on Aging Area 4
- Scott Moak, First Five Commission
- Emily Murase, Ph.D., Director, Office of Women's Policy, San Francisco
- Stephanie Nguyen, Executive Director, Asian Resources, Inc./Elk Grove City Councilmember
- Jennifer Prisk, former Chair San Diego Commission on the Status of Women and former Chair, Association of CA Women's Commissions
- Rachel Rios, Executive Director, La Familia Counseling Center, Inc.
- Nancy Kirshner Rodriguez, Former Executive Director, CA Commission on Women & Girls and former Chair, San Francisco Commission on the Status of Women
- Meghan Masera-Rose, LeadingAge California
- Ann Marie Schubert, Sacramento County District Attorney
- Kim Tucker, Executive Director, Impact Foundry
- Nilda Valmores, Executive Director, My Sister's House
- Inez Whitlow, Chicks-N-Crisis
- April Wicks, Independent Living Center Sacramento
- RoLanda Wilkins, Earth Mama Healing



APPENDIX V. ORGANIZATIONS INVOLVED IN LISTENING CIRCLES AND THE VIRTUAL FORUM

Listening Circles

- A Community for Peace
- Liberty Towers, Black Child Legacy Campaign/Foothill Farms High School
- Mira Loma High School
- My Sister's House
- NxtGov
- Planned Parenthood
- Sacramento State University
- St. John's Program for Real Change
- Women's Wisdom Art
- WEAVE

Virtual Forum Co-Hosts

- American Association of University Women - Citrus Heights American River
- Earth Mama Healing
- First Five
- Girls Rock, Inc.
- Girl Scouts Heart of Central California
- Health Education Council
- Impact Foundry, Inc.
- La Familia Community Counseling
- League of Women Voters
- My Sister's House
- Sacramento For Women & Girls
- SWAG
- UpTown Studios
- WEAVE
- Women's Empowerment
- Women For Equality
- Women's Wisdom Art



APPENDIX VI. LIST OF CALIFORNIA WOMEN'S COMMISSIONS RESEARCHED BY THE BLUE RIBBON COMMISSION

County Commissions

All are active except as noted. All were founded in the 1970s with the exception of the Sonoma County Youth Commission in 1993, San Mateo County in 1982 and Solano County in 2018. Eleven of the 20 commissions listed below have some level of county staffing to support their mission.

Alameda County

17 members, 3 per supervisor and 1 appointed by Mayor's conference, one representative of Human Relations Commission; 2 year terms, 2 term limit

Receives staff support

<http://www.alamedasocialservices.org/csw/index.htm>

Contra Costa County

12 members, 1 per supervisor, 7 at large, 3 year term, no limit

<http://www.womenscommission.com/about-us/member-list.html>

Fresno County

9 members, 1 per supervisor, 2 college students, 2 year term, no limit

<https://bosbcc.co.fresno.ca.us/Committees/CommitteeDetails/?committeeId=59>

<http://www.womenscommission.com/about-us/member-list.html>

Humboldt County

10 members, 1 per supervisor, 5 at large, 4 year term, no limit

Inactive

Los Angeles County

15 members, 3 per supervisor, 5 at large

Receives staff support

<http://laccw.lacounty.gov/>

Marin County

11 members, 2 per supervisor, 1 at large, 3 year term, 2 term limit

Receives staff support

<https://marinwomenscommission.net/>

Monterey County

15 members, 3 per supervisor, 3 year term, no term limit

Receives staff support

<https://www.co.monterey.ca.us/government/departments-i-z/social-services/commission-on-the-status-of-women>

Riverside County

10 members



San Diego County

13 members, 2 per supervisor, 3 at large, 2 year term, 2 term limit

Receives staff support and funding through Community Enhancement Programs

<http://www.statusofwomensd.org/>

San Francisco City and County

7 members appointed by the Mayor, 4 year terms renewable

7 full-time staff within the San Francisco Department on the Status of Women

<https://sfgov.org/dosw/san-francisco-commission-status-women>

San Joaquin County

Open membership, not recognized by BOS

San Luis Obispo County

15 members, 3 per supervisor, 4 year term, no term limit

County budget and office in county building

<http://slowomen.org/>

San Mateo County

17 at large members, 4 year term, 3 term limit, 2 youth members, 2 year term

Receives staff support

<https://csw.smcgov.org/>

Santa Barbara County

15 members, 3 per supervisor, 3 year term, 3 term limit

Receives staff support and funding for expenses

<http://www.countyofsb.org/cfw/>

Santa Clara County Office of Women's Policy (OWP)

15 members appointed by BOS, 3 year term, no term limit

A department within the Office of the County Executive's Equity & Social Justice Division

<https://www.sccgov.org/sites/owp/board/pages/csw.aspx>

Santa Cruz County

10 members, 2 per supervisor, 3 year term, no term limit

Santa Cruz County

10 members, 2 per supervisor, 3 year term, no term limit

Solano County, established 2018

17 members, 1 per supervisor, 1 per city (7), Solano County Office of Education, 4 at large (2 adult and 2 youth)

https://www.solanocounty.com/depts/county_admin/commission_for_women_and_girls.asp



Sonoma County

15 members, 3 per supervisor, 2 year term, no term limit

Receives staff support and expenses

<http://sonomacounty.ca.gov/Commission-on-the-Status-of-Women/>

Sonoma County Junior Commission on the Status of Women

10-16 members at large, term is the school year, no limit

Stanislaus County

12 members, open to all, non-governmental

City Commissions

In addition to the 20 active county commissions, 6 California cities have active women's commissions advising their city councils on issues such as domestic violence, gender equity, homelessness, human trafficking and sexual harassment. All receive financial and staff support from the city.

City of Berkeley

9 members, 1 per each District supervisor, 1 by major

[https://www.cityofberkeley.info/Clerk/Commissions/Commissions Commission on the Status of Women Homepage.aspx](https://www.cityofberkeley.info/Clerk/Commissions/Commissions_Commission_on_the_Status_of_Women_Homepage.aspx)

City of Glendale

5 members plus 2 student interns, 3 year terms, 3 term limits

<https://www.glendaleca.gov/government/departments/management-services/commission-on-the-status-of-women>

City of Los Angeles

7 members

Has staff support

<https://hcidla2.lacity.org/community-resources/commission-on-the-status-of-women>

City of Pasadena

9 members, 1 by each of 7 Council members, 1 by major and 1 by city council as a whole, 3 year term, 2 term limit

Receives city funding for staff support

<https://www.cityofpasadena.net/commissions/commission-on-the-status-of-women/>

City of Santa Monica

9 members appointed by city council, 4 year term, 2 term limit

Receives city funding

City of West Hollywood Women's Advisory Board

9 members, 1 each by council members and 4 by the council as a whole, 2 year term

Receives city funding and staff position

<https://www.weho.org/city-government/boards-commissions/advisory-boards/women-s-advisory-board>



APPENDIX VII. HISTORY/BACKGROUND OF WOMEN'S COMMISSIONS

The formal global and national vision for promoting equality and well-being for women and girls emerged over seven decades ago with the establishment of the United Nations Commission on the Status of Women in June 1946. Fifteen years later in 1961, President John F. Kennedy created the Presidential Commission on the Status of Women (PCSW) to examine issues affecting women in the United States. The PCSW focused on the status of women in the areas of education, child care, labor standards, employment, equal pay, benefits, community planning, property rights, and women in political office.

Encouraged by the work of this presidential commission, local commissions began forming around the country. By 1967, women's commissions were considered so important that they had been established in all 50 states, including California.

WOMEN'S COMMISSIONS IN CALIFORNIA

The California Commission on the Status of Women was created in 1965 “with a view to developing recommendations which will enable women to make the maximum contribution to society ([CA Government Code 8240](#)).” The work of the California state commission continues today in regularly assessing gender equity for women and girls in health, safety, employment, education, and equal representation in the military, and the media. In recent years, the CA state commission has led the way in addressing the pay gap and implementation of the state's landmark legislation for equal pay, [SB 358](#). (Jackson 2015).

In addition to the California State Commission on the Status of Women and Girls, there are 26 women's commissions in cities and counties throughout California.. These commissions advise local governments and the public on issues affecting women and girls and advocate for gender equity in local policy and its implementation.

Most of the county commissions the BRC researched were established in the 1970s and 1980s, during a time of heightened public interest in gender equity and social justice. Since that time, some commissions have been quite successful, growing their influence and mandate, while others' successes have waned. In recent years, there has been renewed interest in the work of women's commissions with the revitalization of the California State Commission on the Status of Women and Girls, a new Solano County commission, and efforts underway to form women's commissions in Orange and Sacramento Counties. Commissions for women and girls throughout California have led efforts and progress on issues affecting women and girls such as poverty, economic well-being, homelessness, domestic violence, veteran status, incarceration, childcare, education, access to STEM education, and pay equity. Women's commissions also are advocating and raising awareness about policy priorities and the availability of accessible data to inform policy decisions.



APPENDIX VIII. EXAMPLES OF SUCCESSFUL COUNTY WOMEN'S COMMISSIONS

Santa Clara County Commission on the Status of Women

Established in 1973, the commission includes 15 members appointed by the Board of Supervisors for three year terms. The commission is one of four commissions with the County Executive's Equity and Social Justice Division and works hand-in-hand with the Santa Clara County Office of Women's Policy.

The commission is currently focused on economic advancement, women and girls leadership, gender based violence, women and girls justice, and the [Cities for CEDAW](#) campaign. Recent accomplishments include:

- Justice System Reform: interviewed incarcerated women and gathered data on women in the criminal justice system, recommended and instituted monitoring programs for women in jail. Published report on 'shackling' of women inmates, which resulted in change to State laws (no pregnant women can be shackled while in labor).
- Worker's Rights: held a public forum after firing of women who complained about sexual harassment, which led to funding for worker's rights programs.
- Complete gender analysis of county programs and services for women.
- Domestic Violence Prevention: advocated for additional county funding for domestic violence prevention which resulted in the budget increasing from less than \$500,000 to \$12 million of general fund.
- County Government Structure: success led to the development of the County Executive's Division of Equity and Social Service, Office of Gender-Based Violence Prevention, and Office of LGBTQ Affairs.

Sonoma County Commission on the Status of Women

Established in 1975, the commission includes 15 members (3 appointed by each supervisor) for two year terms. The commission is affiliated with the county's Human Resources department. The commission is currently focused on issues of human trafficking, elder abuse, domestic violence, mental healthcare, and women in elected office. The commission works closely with community organizations. Accomplishments include:

- Established the Sonoma Junior Commission on the Status of Women aligned to the goals of the county commission to develop and mentor high school youth for future leadership roles in the community.
- Conducted listening sessions in every district as well as county women's jail as part of the National Association of Women's Commissions Voices of Women National Survey.

San Francisco Commission and Department on the Status of Women

Established in 1975, the commission includes 7 members (appointed by the Mayor) for four year terms, and 7 full-time staff within the San Francisco Department on the Status of Women.



The commission is currently focused on the [Cities for CEDAW](#) campaign, family violence prevention, and human trafficking. Accomplishments include:

- Established a Family Violence Council, Human Trafficking Taskforce, and NGO Forum.
- Complete gender analysis of county programs and services.
- Provide public service directories and resources for pay equity, health, and grants.

San Diego County Commission on the Status of Women & Girls

Established in 1975, the commission includes 13 members (2 per supervisor) for two year terms, as well as three members-at-large who are nominated by the Commission and approved by the Board of Supervisors to serve two year terms. The commission is currently focused on the [Cities for CEDAW](#) campaign, human trafficking, homelessness, and domestic violence prevention. Accomplishments include:

- Established a Women's Hall of Fame.
- Convened a Status of Women and Girls annual symposium.



APPENDIX IX. EXAMPLE FUNDING IMPLEMENTATION TIMELINE

January, 1 2021–June 30, 2021

County staff will be designated to assist with the formation and work of the Commission.

Year 1: July 2021–June 2022

Assign part-time duties to a current county employee to assist Commissioners with administrative duties and initial planning and priority-setting consistent with and in support of the County's overall program priorities. Provide \$20,000 for commission activities and expenses to cover costs such as convenings, reports and data analysis.

Year 2: July 2022–June 2023

Assign part-time duties to a current county employee to assist Commissioners with administrative duties, implementation of priorities and operations. Provide \$25,000 for commission activities and expenses.

Years 3 and 4: July 2023–June 2025

Assign part-time duties to a current county employee to assist Commissioners with administrative duties, implementation of priorities and operations. Develop proposal for creation of a County Office of Women's Policy; outline funding needs and full-time staff structure; implement by June 2025. Sufficient funds should be available to accomplish this.





TO CONTACT US:

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THE BLUE RIBBON COMMISSION ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION

Report to the Sacramento County Board of Supervisors
December 8, 2020



**IT BEGAN WITH
A QUESTION:**

HOW ARE THE WOMEN AND GIRLS?

Data Was Limited

We Began Listening

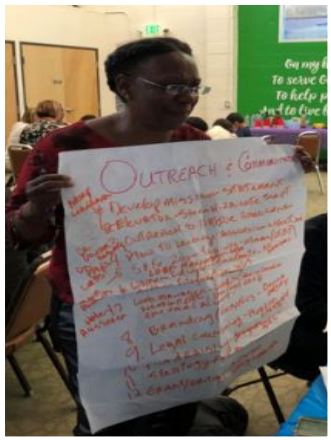
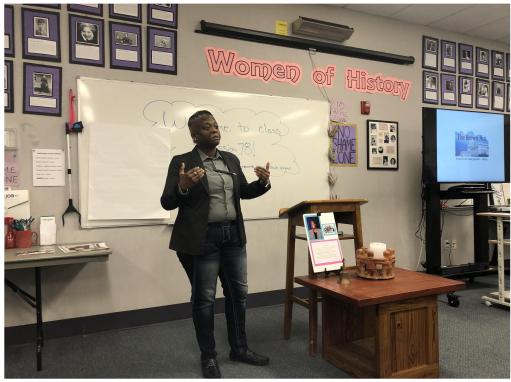


Women Came Together



-
- Began gathering in women's living rooms
 - Meeting at the women's marches
 - Community meetings at women and girls organizations

Community Meetings



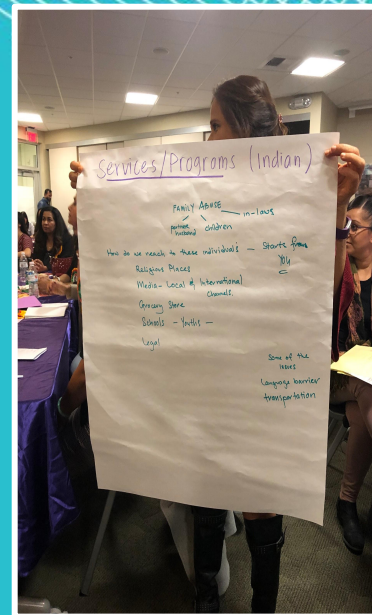
Listening Circles

“When women connect with other women, it builds women’s confidence overcoming domestic violence. Violence is often about confidence....

How to be confident and empowering women to be confident and advocate for ourselves.”

-Listening Circle participant





“Representation is needed from all communities, especially communities often left out of the conversation. They are often those who need the most help.”

-Community Survey Respondent



BLUE RIBBON COMMISSION ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION

Mandate

- Convene to vet and advise the Board of Supervisors and the public about the structure, role, value and responsibilities of a prospective women's commission
- 33 Members/5 Ad-Hoc Advisory Groups open to the public
- Fully formed November 2019/First Meeting December 1, 2019



BLUE RIBBON COMMISSION ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION



Members

Haley Ausserer
Bernice Bass de Martinez, PhD.
Lee Battershell/P.J. Missman
Donna Begay
Emily Bender
Alexis Blount, PhD.
Vicki Boyd
Shayne Corriea-Fernandez
Lisa Culp
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Susan Stone
Jessie Tientcheu/Suzan Boulard
Nilda Guanzon Valmores



BLUE RIBBON COMMISSION ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION

Partners

- AAUW, Citrus Heights American River and Sacramento
- Girls Scouts HoCC
- Impact Foundry, Inc.
- La Familia Counseling Center
- League of Women Voters
- Liberty Towers, Black Child Legacy Campaign
- My Sister's House
- Sacramento State Internship Program and the College of Arts and Letters
- SWAG
- WEAVE, Inc.
- Women For Equality
- Women's Wisdom Art
- Women's Empowerment



BLUE RIBBON COMMISSION ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION

Activities

- Monthly meetings: Dec. 2019 - Nov. 2020
- Researched women's commissions throughout California
- Continued to ask: How Are The Women & Girls?
- October 10th "How Are The Women & Girls?" Virtual Forum

What is a Women's Commission?



- A government body dedicated to the promotion of gender equity and the empowerment of women
- Advise government and the public about issues relevant to women's equity and well-being

California's Women's Commissions Today

CA State Commission on the Status of Women & Girls
27 City & County Commissions

Of the 8 largest counties in California, Sacramento is one of two without a commission on the status of women and girls.

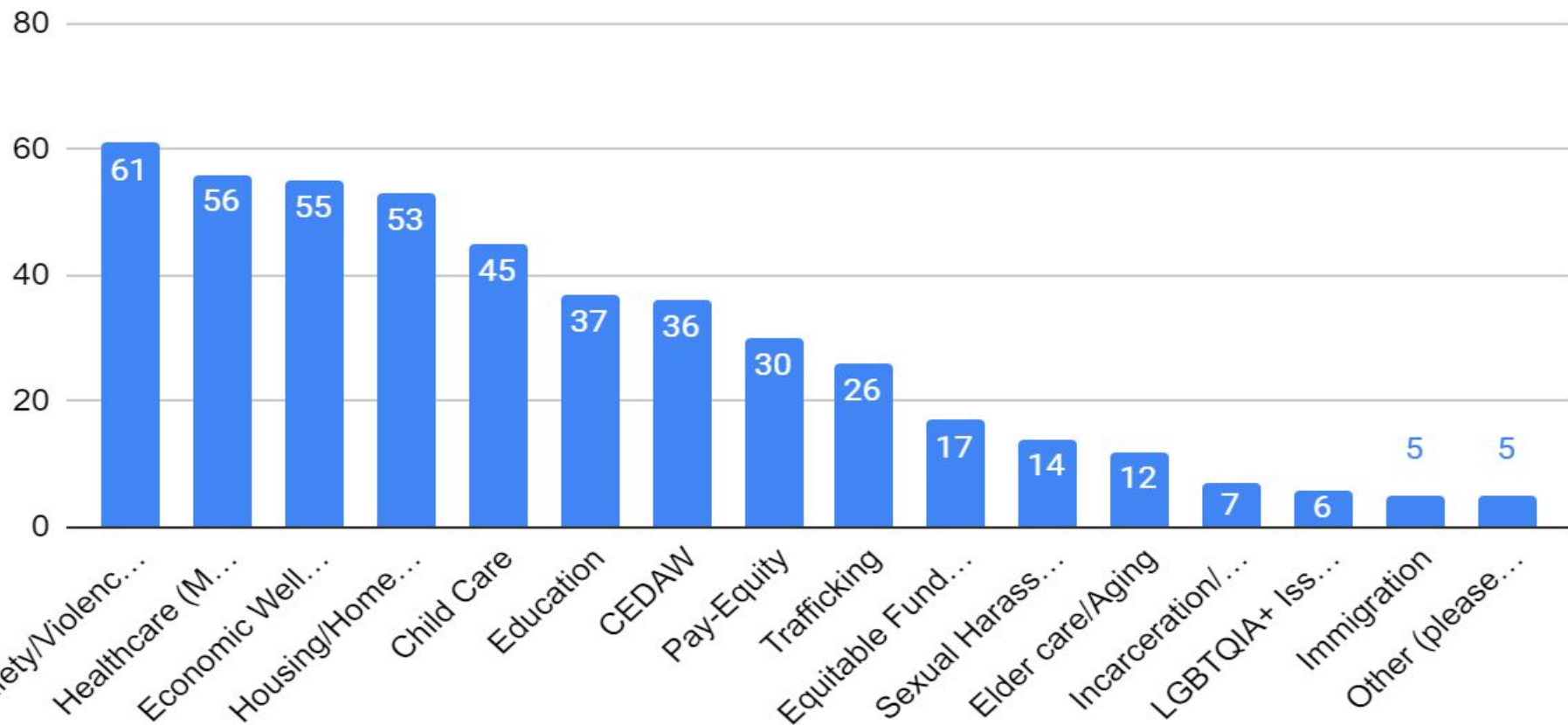


How Are The Women and Girls?

- **Women want to be seen heard and represented:** their needs are unique and require a gender lens
- **More access**, integration, and scaling of resources
- **Cultural awareness** and responsiveness
- **Need data:** accessible, reliable, County-level
- **COVID-19** and the economic downturn impact on women

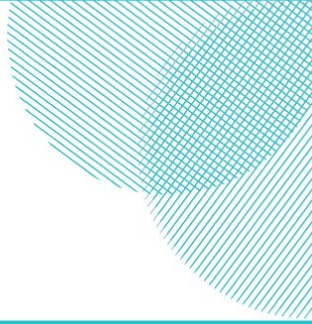
Top (3) Issue Areas Identified by Respondents

n=157





BLUE RIBBON COMMISSION ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION



Recommendations

Establish a Sacramento County Commission on the Status of Women and Girls to advise and report regularly to the Board of Supervisors and the public on the status of women and girls

- 15 members including youth, public input and reflecting the diversity of Sacramento County



BLUE RIBBON COMMISSION ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION



Role

- Advise the County Board of Supervisors and the public on the status of women and girls
- Act as a liaison between the Board of Supervisors and women and girls
- Serve as a resource for study, data, and recommendations re: inequity and discrimination of women and girls



BLUE RIBBON COMMISSION ON THE ESTABLISHMENT OF A SACRAMENTO COUNTY WOMEN'S COMMISSION

Responsibilities

- Address barriers to equity
- Maintain a clearinghouse of data, local programs, and services
- Engage and raise awareness
- Hold public hearings, publish reports, collect and share data, convene and recommend programs and policies

THE TIME IS NOW

“The (BRC) is already helping...we as women are coming together and sharing our struggles. We know within our community that issues are happening, but we need to hear these stories and know what's happening in all our communities, so that we can uplift and support each other.”

-Rachel Rios, Executive Director,
La Familia Counseling Center

Thank You Board of Supervisors!

www.sacramentoblueribboncommission.com



**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Cynthia A. Nichol, Director, Department of Airports

Subject: Delegate Authority To The Director Of Airports To Approve Retroactive Amendments To Agreements With Airport Tenants Through December 31, 2021, As A Result Of The Continuing Travel Impacts From The Novel Coronavirus Pandemic (Continued From November 3, 2020; Item No. 3)

District(s): All

RECOMMENDED ACTION

Delegate authority to the Director of Airports (Director) through December 31, 2021, to approve retroactive amendments to multi-year agreements with tenants of Sacramento County's (County) airports. Such amendments would adjust operating requirements and/or provide rent relief by abating or deferring fees and rents payable to the County, as deemed financially feasible for the Department and necessary to assist airport tenants.

BACKGROUND

The global COVID-19 pandemic continues to have negative impacts on the nation's aviation industry. Passenger traffic at Sacramento International Airport (SMF) fell by ninety-five percent (95%) in April 2020 compared to April of 2019, and recovery has been slow. For example, passenger traffic was down approximately fifty-nine percent (59%) in October 2020 compared to October 2019. General aviation (GA) traffic was down twenty-four percent (24%) in April of 2020 versus 2019.

On April 21, 2020, by Resolution Number 2020-0226, the County Board of Supervisors (Board) delegated temporary authority to the Director to amend agreements with airport tenants by adjusting operating requirements and/or abating or deferring fees and rents for up to 180 days. Such financial relief was to be made available to (1) eligible tenants that applied for CARES Act grants and/or loans, and (2) tenants that were current on their FY 2020 rent and fee payments through March 31, 2020. Accordingly, the Department of Airports (Department) implemented a temporary tenant relief package that waived minimum annual guarantees (MAGs) and deferred rental payments for

Delegate Authority To The Director Of Airports To Approve Retroactive Amendments To Agreements With Airport Tenants Through December 31, 2021, As A Result Of The Continuing Travel Impacts From The Novel Coronavirus Pandemic
Page 2

eligible tenants for three (3) months, waived late fees for those deferred payments through June 30, 2020, and allowed for repayment of rents and fees due through the end of Fiscal Year 2021. At the time, with passenger traffic down ninety-five percent (95%), the Department's financial ability to offer tenants relief for more than three (3) months was doubtful. The relief package offered by the Department provided critical relief that allowed these tenants to pay their employees and remain open to serve passengers, although at severely reduced levels.

Tenants of the Airports System continue to face financial hardship due to the enduring effects of COVID-19 on passenger activity. The Department of Airports' forecasting team, as well as industry experts, anticipate recovery to pre-pandemic traffic levels will not occur before 2024. Since passenger traffic is approximately sixty percent (60%) lower than the same time last year and GA traffic is down approximately twenty four percent (24%), this directly impacts airport tenants' ability to remain financially viable while continuing to operate at the County's airports.

Department staff researched current industry practices for providing rent relief at other airports and analyzed the Department's bond requirements to ensure that any additional rent relief provided by the Department would be financially feasible for the current fiscal year. As a result, the Department has determined that additional airport tenant relief is financially feasible, at least through December 31, 2020, and is necessary to further assist tenants of the County's airports through this financially challenging time. The Department expects that the temporary rent relief and adjustments to operational requirements will enable tenants to develop recovery plans that maximize employee staffing and provide greater levels of customer service than would otherwise be the case. Financial relief would be implemented in phases based on economic conditions, tenant needs, and the Department's capacity to provide such relief and remain financially solvent.

The first phase of tenant relief would be for the period of July 1, 2020, through December 31, 2020, and would include the following terms:

1. Abate MAGs retroactively for the period of July 1, 2020, through December 31, 2020. The MAG requirement would be reinstated if the following occurs:
 - a. Passenger traffic recovers to eighty percent (80%) of 2019 passenger levels; or
 - b. Federal funding in the form of additional COVID-19 economic relief is offered to these airport tenants

Delegate Authority To The Director Of Airports To Approve Retroactive Amendments To Agreements With Airport Tenants Through December 31, 2021, As A Result Of The Continuing Travel Impacts From The Novel Coronavirus Pandemic
Page 3

2. To receive this additional rent relief, tenants must be current on their rent and fee payments, or actively participating in a deferred rent payment plan for rents and charges due through June 30, 2020.
3. The Director would be authorized to amend agreements to reclaim assigned space that has been closed or abandoned by a tenant without terminating the entire agreement.
4. Airport tenants would work with airport staff on an economic recovery plan that maximizes employee staffing and provides passengers with improved concession services opportunities.
5. Airport tenant rates and terms would be adjusted as necessary to ensure the financial viability of the Department and tenants.

With specific regard to terminal concessionaires, certain stores closed temporarily or permanently without the Director's approval as a result of the effects of the pandemic. Airport staff determined that the agreements associated with these closed concessions must be amended to allow the Director the flexibility to reclaim these concession locations without terminating the entire contract. The Director would then be able to assign the spaces to other concessionaires as necessary to ensure the passenger needs are met and revenues to the County are maximized. Therefore, the retroactive amendments will include a provision for the Director to reassign the space if determined necessary by the Director. Other adjustments to the agreement terms will be accomplished through the amendments to ensure consistency of like terms across all agreements. Department staff will work closely with concessionaires to develop a terminal concession re-opening plan. The plan will ensure vital passenger services are provided to the traveling public and offer maximum opportunities for employees, displaced due to the store closures, to return to work.

The second phase of tenant relief would be for the period after January 1, 2021. The Department would assess its ability to provide further relief, and if it is possible, the Department would review tenant agreements to ensure rates and terms reflect the best interests of the Department and may adjust such terms as necessary. For those food and beverage and advertising agreements that expire on October 31, 2021, the retroactive amendments may provide term extensions to allow additional time to recover before the Department issues a Request for Proposals for those agreements. Rent may be adjusted where necessary to help offset some of the cost of MAG relief, or where appropriate to align rates between tenants.

Additional relief phases, if determined to be financially feasible by the Department and necessary to assist airport tenants, would apply through

Delegate Authority To The Director Of Airports To Approve Retroactive Amendments To Agreements With Airport Tenants Through December 31, 2021, As A Result Of The Continuing Travel Impacts From The Novel Coronavirus Pandemic
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December 31, 2021. Additional analysis will be conducted to determine the amount of relief, if any.

The Department will provide quarterly reports to the Board of Supervisors listing tenants with whom agreement amendments have been executed, and describing such amendments.

In summary, the Department believes the additional rent relief provided in the proposed amendments, retroactive to July 1, 2020, will allow tenants to continue to operate at the County's airports and remain financially viable during these uncertain economic times. The flexibility granted by delegating authority enables the Director to execute retroactive agreements, and to execute necessary amendments to grant financial relief through December 31, 2021, as the economy recovers from the effects of the Coronavirus pandemic. Such amendments will assist tenants of the County's airports whose businesses rely on passenger and/or GA traffic, and who continue to suffer material financial losses as a result of the continuing pandemic. All amendments will be reviewed and approved by County Counsel prior to execution by the Director.

FINANCIAL ANALYSIS

Approval of the recommendation for the Phase One and Phase Two relief, from July 1, 2020, to December 31, 2021, will have no impact on the County General Fund. The Phase One MAG relief will total approximately \$8.7 million from the Enterprise Fund. This amount will be partially offset by \$4.5 million in estimated percentage rents the Department will collect from these tenants.

Additionally, the Department is receiving \$49.9 million of CARES Act funding on a reimbursement basis that is restricted to airport sponsors' operating costs and/or debt service, thus reducing the amount of revenue the Department will need to meet its bond covenants. The Department used \$34.5 million of CARES Act funds to defease bonds in FY2019-20, and expects to need to use the remaining \$15.4 million on operating costs in FY20-21.

Attachment(s):
RES – Resolution

RESOLUTION NO. 2020-

DELEGATE AUTHORITY TO THE DIRECTOR OF AIRPORTS TO APPROVE RETROACTIVE AMENDMENTS TO AGREEMENTS WITH AIRPORT TENANTS THROUGH DECEMBER 31, 2021, AS A RESULT OF THE CONTINUING TRAVEL IMPACTS FROM THE NOVEL CORONAVIRUS PANDEMIC

WHEREAS, the County of Sacramento is the owner of Sacramento International Airport (SMF), Mather Airport, and Franklin Field, and the Sacramento County Department of Airport (Department) operates these airports, as well as Sacramento Executive Airport, which is under a lease with City of Sacramento, collectively the "County Airport System" and all located in the County of Sacramento; and

WHEREAS, as a result of the on-going impacts of Novel Coronavirus (COVID-19), significant reductions in passenger traffic and general aviation traffic continue to impact the ability of airport tenants to operate at the County's airports; and

WHEREAS, such businesses have requested additional financial relief from the County's Department of Airports, including the abatement of fees and rents payable to County where practicable and necessary to assist airport tenants; and

WHEREAS, any financial relief the Department may be able to provide would be available to airport tenants that are current on rent and fee payments, or actively participating in a deferred rent payment plan for rents and charges due through June 30, 2020; and

WHEREAS, any financial relief provided airport tenants will ensure a recovery plan that maximizes employee staffing and provides improved service to passengers and general aviation customers; and

WHEREAS, any such relief will be consistent with federal requirements and in a manner that ensures compliance with Department Bond Indentures; and

WHEREAS, by Resolution No. 2020-0226 on April 21, 2020, the Board granted delegated authority to the Director of Airports to execute amendments to agreements with airport tenants for adjustments to

DELEGATE AUTHORITY TO THE DIRECTOR OF AIRPORTS TO APPROVE
RETROACTIVE AMENDMENTS TO AGREEMENTS WITH AIRPORT TENANTS
THROUGH DECEMBER 31, 2021, AS A RESULT OF THE CONTINUING TRAVEL
IMPACTS FROM THE NOVEL CORONAVIRUS PANDEMIC
Page 2

operating requirements, and abatement of rents or fees payable to County, as negotiated by the County and airport tenants, and as reviewed and approved by County Counsel, for no more than 180 days, and the Director of Airports now seeks temporary authority to provide additional relief to tenants of the Airport System; and

WHEREAS, such additional relief may be implemented in phases if determined necessary by the Department and financially feasible; Phase One will be retroactive from July 1, 2020, through December 31, 2020, and additional phases, if implemented, will be from January 1, 2021 through December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Director of Airports, be and is hereby granted delegated authority retroactive from July 1, 2020, through December 31, 2021, to negotiate and execute retroactive amendments to multi-year agreements with airport tenants for adjustments to operating requirements, and/or temporary abatement or deferral of fees and rents payable to the County, as negotiated by the Director and airport tenants, and as reviewed and approved by County Counsel, to assist airport tenants that are suffering material financial losses as a result of the COVID-19 pandemic in the event that such relief would cause no hardship on the County or the Airports. The Director is to provide quarterly reports to the Board of Supervisors regarding amendments to airport tenant agreements that have been executed pursuant to this delegated authority.

DELEGATE AUTHORITY TO THE DIRECTOR OF AIRPORTS TO APPROVE
RETROACTIVE AMENDMENTS TO AGREEMENTS WITH AIRPORT TENANTS
THROUGH DECEMBER 31, 2021, AS A RESULT OF THE CONTINUING TRAVEL
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On a motion by Supervisor _____, seconded by Supervisor
_____, the foregoing Resolution was passed and adopted by the
Board of Supervisors of the County of Sacramento this 8th day of December,
2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
November 3, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Cynthia A. Nichol, Director, Department of Airports

Subject: Delegate Authority To The Director Of Airports To Approve Retroactive Amendments To Agreements With Airport Tenants Through December 31, 2021, As A Result Of The Continuing Travel Impacts From The Novel Coronavirus Pandemic

District(s): All

RECOMMENDED ACTION

Delegate authority to the Director of Airports (Director) through December 31, 2021, to approve retroactive amendments to tenant agreements that adjust operating requirements, and/or abate fees and rents payable to Sacramento County (County), as deemed practicable and necessary to assist airport tenants.

BACKGROUND

The global COVID-19 pandemic continues to have negative impacts on the nation's aviation industry. Although passenger traffic at Sacramento International Airport (SMF) continues to rebound, because it fell by ninety-five percent (95%) in April 2020 compared to April of 2019, recovery has been slow. For example, as of the end of August 2020, passenger traffic was down over sixty percent (60%) compared to August 2019.

On April 21, 2020, by Resolution Number 2020-0226, the County Board of Supervisors (Board) delegated temporary authority to the Director to amend agreements with airport tenants by adjusting operating requirements and/or abating or deferring fees and rents for up to 180 days. Such financial relief was to be made available to (1) eligible tenants that applied for CARES Act grants and/or loans, and (2) tenants that were current on their FY 2020 rent and fee payments through March 31, 2020. Accordingly, the Department of Airports (Department) implemented a temporary tenant relief package that waived minimum annual guarantees (MAGs) and deferred rental payments for eligible tenants for three (3) months, waived late fees for those deferred

Delegate Authority To The Director Of Airports To Approve Retroactive Amendments To Agreements With Airport Tenants Through December 31, 2021, As A Result Of The Continuing Travel Impacts From The Novel Coronavirus Pandemic
Page 2

payments through June 30, 2020, and allowed for repayment of rents and fees due through the end of Fiscal Year 2021. This relief package offered by the Department provided critical relief that allowed these tenants to pay their employees and remain open to serve passengers, although at severely reduced levels.

SMF tenants, including terminal concessionaires and RACs, continue to face financial hardship due to the enduring effects of COVID-19 on passenger activity. The Department of Airports' forecasting team, as well as industry experts, anticipate recovery to pre-pandemic traffic levels will not occur before 2024. Since passenger traffic is approximately sixty percent (60%) lower than the same time last year, this directly impacts airport tenants' ability to remain financially viable while continuing to operate at SMF.

Department staff researched current industry practices for providing rent relief at other airports and analyzed the Department's bond requirements to ensure that any additional rent relief provided by the Department would be financially feasible. As a result, the Department has determined that additional abatement of the MAG payments may be necessary to further assist our concession partners through this financially challenging time. Abatement of MAG payments may be required to develop a recovery plan that maximizes employee staffing and provides passengers with improved concession services opportunities. Financial relief would be implemented in phases based on tenant needs and economic conditions, if determined to be financially feasible.

The first phase of tenant relief would be for the period of July 1, 2020, through December 31, 2020, and will include the following terms:

1. Abate MAGs retroactively for the period of July 1, 2020, through December 31, 2020. The MAG requirement would be reinstated if the following occurs:
 - a. Passenger traffic recovers to eighty percent (80%) of 2019 passenger levels; or
 - b. Federal funding in the form of COVID-19 economic relief is offered to these airport tenants
2. To receive this additional rent relief, tenants must be current on their rent and fee payments, or actively participating in a deferred rent payment plan for rents and charges due through June 30, 2020.
3. Authorize the Director to reclaim assigned space that has been closed or abandoned by a concessionaire without terminating the entire agreement.

Delegate Authority To The Director Of Airports To Approve Retroactive Amendments To Agreements With Airport Tenants Through December 31, 2021, As A Result Of The Continuing Travel Impacts From The Novel Coronavirus Pandemic
Page 3

4. Work with airport staff on an economic recovery plan that maximizes employee staffing and provides passengers with improved concession services opportunities.
5. Adjust rates and terms as necessary to ensure the financial viability of the Airport and tenants.

Certain stores within the terminals closed temporarily or permanently without the Director's approval as a result of the effects of the pandemic. Airport staff determined that the agreements associated with these closed concessions must be amended to allow the Director the flexibility to reclaim these concession locations without terminating the entire contract. The Director would then be able to assign the spaces to other concessionaires as necessary to ensure the passenger needs are met and revenues to the County are maximized. Therefore, the retroactive amendments will include a provision for the Director to reassign the space if determined necessary by the Director. Other adjustments to the agreement terms will be accomplished through the amendments to ensure consistency of like terms across all concession agreements.

Department staff will work closely with concessionaires to develop a terminal concession re-opening plan. The plan will ensure vital passenger services are provided to the traveling public and offer maximum opportunities for employees, displaced due to the store closures, to return to work.

The second phase of tenant relief would include the period after January 1, 2021. The Department will review tenant agreements to ensure rates and terms reflect the best interests of the Department and may adjust such terms as necessary. For those food and beverage and advertising agreements that expire on October 31, 2021, the retroactive amendments may provide term extensions to allow additional time to recover before the Department issues a Request for Proposals for those agreements. Rent may be adjusted where necessary to help offset some of the cost of MAG relief, or where appropriate to align rates between tenants.

Additional relief phases, if determined to be financially necessary for airport tenants and feasible for the Department may apply to periods from January 1, 2021, through December 31, 2021. Additional analysis will be conducted to determine the amount of relief, if any.

In summary, the Department believes the additional rent relief provided in the proposed amendments, retroactive to July 1, 2020, will allow the concessionaires to continue to operate at SMF, remain financially viable during

Delegate Authority To The Director Of Airports To Approve Retroactive Amendments To Agreements With Airport Tenants Through December 31, 2021, As A Result Of The Continuing Travel Impacts From The Novel Coronavirus Pandemic
Page 4

these uncertain economic times and will allow concessionaires to open more stores within the terminals thereby providing additional passenger services as well as opportunities for employees to return to work. The flexibility granted by delegating authority enables the Director to execute retroactive agreements, and to execute necessary amendments to grant financial relief through December 31, 2021, as the economy recovers from the effects of the Novel Coronavirus Pandemic. Such amendments will include terminal concessionaires and rental car companies (RACs) whose businesses rely on passenger traffic and who continue to suffer material financial losses as a result of the continuing Novel Coronavirus (COVID-19) pandemic. All amendments will be reviewed and approved by County Counsel prior to execution by the Director.

FINANCIAL ANALYSIS

Approval of the recommendation for the Phase One and Phase Two relief, from July 1, 2020, to December 31, 2021, will have no impact on the County General Fund. The Phase One MAG relief provided to the concessionaires and RACs will total approximately \$8.7 million from the Enterprise Fund. This amount will be offset by \$4.5 million in estimated percentage rents the Department will collect from these tenants and from \$4.2 million the Department received in CARES Act funds which will allow the Department to continue to meet its debt coverage requirements.

Attachment(s):
RES – Resolution

RESOLUTION NO. 2020-

DELEGATE AUTHORITY TO THE DIRECTOR OF AIRPORTS TO APPROVE RETROACTIVE AMENDMENTS TO AGREEMENTS WITH AIRPORT TENANTS THROUGH DECEMBER 31, 2021, AS A RESULT OF THE CONTINUING TRAVEL IMPACTS FROM THE NOVEL CORONAVIRUS PANDEMIC

WHEREAS, the County of Sacramento is the owner of Sacramento International Airport (SMF), Mather Airport, and Franklin Field, and the Sacramento County Department of Airport (Department) operates these airports, as well as Sacramento Executive Airport, which is under a lease with City of Sacramento, collectively the "County Airport System" and all located in the County of Sacramento; and

WHEREAS, as a result of the on-going impacts of Novel Coronavirus (COVID-19), significant reductions in passenger traffic at SMF continue to impact the ability of airport tenants to operate; and

WHEREAS, such businesses have requested additional financial relief from the County's Department of Airports, including the abatement of fees and rents payable to County where practical and necessary to assist an airport tenant; and

WHEREAS, any financial relief the Department may be able to provide would be available to airport tenants that are current on rent and fee payments, or actively participating in a deferred rent payment plan for rents and charges due through June 30, 2020; and

WHEREAS, any financial relief provided airport tenants will ensure a recovery plan that maximizes employee staffing and provides passengers with improved concession services opportunities; and

WHEREAS, any such relief will be consistent with federal requirements and in a manner that ensures compliance with Department Bond Indentures; and

WHEREAS, by Resolution No. 2020-0226 on April 21, 2020, the Board granted delegated authority to the Director of Airports to execute amendments to agreements with airport tenants for adjustments to operating requirements, and abatement of rents or fees payable to County,

DELEGATE AUTHORITY TO THE DIRECTOR OF AIRPORTS TO APPROVE
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as negotiated by the County and airport tenants, and as reviewed and approved by County Counsel, for no more than 180 days, and the Director of Airports now seeks temporary authority to provide additional relief to **airport tenants, including** terminal concessionaires and rental car companies.

WHEREAS, such additional relief may be implemented in phases if determined necessary by the Department and financially feasible; Phase One will be retroactive from July 1, 2020, through December 31, 2020, and additional phases, if implemented, will be from January 1, 2021, through December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Director of Airports, be and is hereby granted delegated authority retroactive from July 1, 2020, through December 31, 2021, to negotiate and execute retroactive amendments to agreements with airport tenants for such adjustments to operating requirements, and/or temporary abatement of fees and rents payable to County, as negotiated by the Director and airport tenants, and as reviewed and approved by County Counsel, to assist airport tenants that are suffering material financial losses as a result of the COVID-19 pandemic in the event that such relief would cause no hardship on the County or the Airports.

DELEGATE AUTHORITY TO THE DIRECTOR OF AIRPORTS TO APPROVE
RETROACTIVE AMENDMENTS TO AGREEMENTS WITH AIRPORT TENANTS
THROUGH DECEMBER 31, 2021, AS A RESULT OF THE CONTINUING TRAVEL
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On a motion by Supervisor _____, seconded by Supervisor
_____, the foregoing Resolution was passed and adopted by the
Board of Supervisors of the County of Sacramento this 3rd day of November,
2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

ITEM 3 BOS PUBLIC COMMENT 001

From: [Joe Hansen](#)
To: [Clerk of the Board Public Email](#)
Cc: [Frost, Supervisor](#); [Supervisor Serna](#); [Nottoli, Don](#); [Kennedy, Patrick](#); [Powell, Scott](#); [Bob Thomas](#); [County Executive](#)
Subject: Public comment request for agenda item #3 on 11/3
Date: Monday, November 2, 2020 1:34:55 PM
Attachments: [image003.png](#)

Dear Clerk of the Board,

I am requesting to publicly comment on Agenda Item #3 for tomorrow's Board of Supervisors meeting, November 3rd, 2020.

Sacramento Jet Center (SACjet) provides fuel, flight support services, office and hangar space at 3 Sacramento County airports. I have been working with the Department of Airports to determine a fair and equitable solution to rent relief. The Federal Government, the State of California and the County of Sacramento forced a shutdown of Sacramento which eliminated SACjet's primary revenue source, yet SACjet was required to staff for operations and remain open as "Essential Infrastructure". Our fuel revenue was down 90% and has still not recovered. SACjet has ongoing expenses, payroll, equipment costs, and maintenance obligations but we were not allowed to simply halt operations to eliminate those expenses. SACjet did apply for and received federal assistance through Payroll Protection which was used to cover payroll for 2 ½ months.

The current Airport proposal defers three months of rent for April, May, and June 2020 which were due on July 1, 2020. There is now another proposed amendment to Airport tenant agreements planned for tomorrow's Board hearing. The recommended action is to "Delegate authority to the Director of Airports (Director) through December 31, 2021, to approve retroactive amendments to tenant agreements that adjust operating requirements, and/or abate fees and rents payable to Sacramento County (County), as deemed practicable and necessary to assist airport tenants." The proposed amendment specifically carves out other essential infrastructure service providers who do not operate as a terminal concessionaire or rental car company at SMF.

The Airport received \$49.9 million in financial assistance as part of the federal government's CARES Act emergency stimulus. In a Business Journal article from May, there was a quote as to how the Airport would apply those funds: "That serves as a pressure release valve, allowing the airport to cover three months of expenses, help pay its still-hefty debt service from construction of the Terminal B main building and concourse building in 2011, and allowed it to provide rent relief for airport concessions, Nichol said."

According to Board Resolution 2020-0226, "the County will, upon request by an airport tenant, evaluate and determine short-term adjustments (no more than 180 days) to operating

requirements, and/or temporary abatement or deferral of fees and rents to County...” The newly proposed agreement provides for additional relief including abatement of fees and rents payable to the County.

Rent deferral is far different than rent abatement and the County has already granted the Director the authority to aid companies like SACjet in these dire times with temporary abatement. Board Resolution 2020-0226 and the newly proposed retroactive amendment to agreements rightly provides the wording necessary for relief measures but the application of such authority has fallen far short of meaningful for essential infrastructure like that of SACjet.

Thank you for your attention to this matter.

Sincerely,

Joe



Joe Hansen
President
O: 916.428.8292
C: 916.281.7688
Email: Joe@SACjet.com

Executive Jet Center
SAC

Capitol Jet Center
SMF

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AGENDA ITEM CONTINUATION MEMO

MEETING DATE: November 3, 2020

DEPARTMENT: Clerk of the Board

TITLE: Delegate Authority To The Director Of Airports To Approve Retroactive Amendments To Agreements With Airport Tenants Through December 31, 2021, As A Result Of The Continuing Travel Impacts From The Novel Coronavirus Pandemic

BOARD ACTION: Item was discussed and continued to December 8, 2020.

MATERIAL FORWARDED

**COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
MEETING DATE:**

TUESDAY, DECEMBER 8, 2020

MATERIAL IS FORTHCOMING

11:30 AM -- Adopt Ordinance Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections (Waived Full Reading On October 6, 2020; Item No. 41) (Continued From November 17, 2020; Item No. 45) (Clerk of the Board)
Supervisorial District(s): All
Impact Area(s): Countywide

-Blank-

**COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
MEETING DATE:**

TUESDAY, NOVEMBER 17, 2020

**NOTE: -- THIS ITEM WILL BE CONTINUED TO DECEMBER 8, 2020
10:45 AM -- Adopt Ordinance Amending Various Sections Within Chapter
2.115 Related To Election Campaign Contribution Limits And Deleting
Articles 5 And 6 Related To Public Finance Of Elections (Waived Full
Reading And Continued From October 6, 2020; Item No. 41) (Continued
From October 20, 2020; Item No. 3) (Clerk of the Board)
Supervisorial District(s): All**

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
October 20, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Florence H. Evans, Clerk of the Board

Subject: Adopt An Ordinance Amending Various Sections Within Chapters 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections (Continued From October 6, 2020; Item No. 41)

District(s): All

RECOMMENDED ACTION

Adopt an ordinance amending various sections within Chapters 2.115 related to election campaign contribution limits and deleting Articles 5 and 6 related to public finance of elections.

BACKGROUND

On October 6, 2020, the Board introduced an ordinance amending various sections within Chapters 2.115 related to election campaign contribution limits and deleting Articles 5 and 6 related to public finance of elections, waived full reading and continued the adoption of the ordinance to October 20, 2020.

No new material is associated with this item. Please refer to October 6, 2020, Item No. 41 for a complete set of material.

**COUNTY OF SACRAMENTO
CALIFORNIA**

REVISED

For the Agenda of:
October 6, 2020
Timed Item: 10:45 a.m.

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Florence Evans, Clerk of the Board

Subject: Introduce An Ordinance Amending Various Sections Within Chapters 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections And Continue The Ordinance To October 20, 2020, For Adoption

District(s): All

RECOMMENDED ACTION

1. Consider a request from the elected offices of the Assessor, District Attorney and Sheriff to establish campaign contributions limits.
2. Consider introducing an ordinance amending various sections within Chapter 2.115 of the Sacramento County Code related to campaign contribution limits and deleting Articles 5 and 6 of that chapter related to public finance of elections and continuing the ordinance to October 20, 2020, for adoption.

BACKGROUND

On September 1, 2020, this item was presented to the Board. The Board provided feedback and requested staff return with additional information including adding a section to the proposed ordinance for off-election year contribution limits, clarifying whether a contribution limit applies to an election cycle or an election year, and confirming if existing campaign funds from a prior election must be returned once the proposed ordinance becomes effective. The Board requested to review the contribution limits of other countywide elective offices from counties with similar populations to Sacramento.

The Assessor, District Attorney and Sheriff are requesting an ordinance to establish campaign contribution limits for those respective elected offices. The attached memorandum includes more detail about the request. In summary, the request is to establish a \$25,000 limit from a person or organization during the periods of a primary, general, special, or special runoff election. The elective offices request to establish a \$12,500 contribution limit **from a person or organizing** during any single off-election

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year. The Board of Supervisors have a Campaign Reform Ordinance, which includes campaign limits for Board of Supervisor members, but does not address campaign contribution limits for the Assessor, District Attorney and Sheriff.

In 2019, the California Legislature passed Assembly Bill 571 (AB 571), which amends California Government Code section 85301 to state that a candidate for elective county office cannot accept a contribution from an individual greater than \$3,000 per election. (Govt. Code § 85301(d)(1).) AB 571 legislature declared, "This act establishes a limitation on contributions to a candidate for elective office in a city or county in which the local government has not established a limitation. However, a local government may establish a different limitation that is more precisely tailored to the needs of its communities." In other words, the "limit" is \$3,000 unless the Board establishes a different "limit" either higher or lower, but a limit nonetheless. (See Govt. Code § 85702.5.) The rest of the legislative findings supports this conclusion.

Therefore, in the case of the Assessor, District Attorney and Sheriff, absent a different limit set by the Board of Supervisors, the limitation provisions of AB 571 will apply to these three elected offices on January 1, 2021. AB 571 neither alters current local contribution limits, nor does it limit how a city or county sets its own contribution limits in the future by resolution, ordinance or initiative after AB 571 becomes effective on January 1, 2021. The Assessor, District Attorney, and Sheriff are requesting that the Board of Supervisors set a limit of \$25,000 per person or organization, per election period and a limit of \$12,500 per person or organizing during any single off-election year. Based on research, setting a contribution limit is consistent with other counties that have a population of one million or higher (Attachment 4).

AB 571 also adds section 85306 to the Government Code, which states that a candidate may transfer campaign funds from one controlled committee to another controlled committee for the same candidate. That section also provides that the contributions attributed to an individual or a business can not exceed the limits set forth in other provisions of AB 571, e.g. \$3,000 from an individual per election cycle. However, if a city or county establishes limits pursuant to Government Code section 85702.5 the limits in Government Code section 85306 do not apply to transfers between campaign committees.

The attached memorandum states "Qualifying candidates are also eligible for matching funds, up to \$37,500 per election period." This statement likely

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refers to the "Campaign Reform Fund" created in the late 1980's to address campaign reform issues in Sacramento County. (SCC Chapter 2.115, Articles 5 & 6.) The Sacramento County Code provides that in certain situations a candidate shall qualify to receive payments from the Campaign Reform Fund up to \$37,000 of County matching funds per candidate per election. (SCC §2.115.530.) However, because of litigation¹ challenging the public campaign contributions portions of Chapter 2.115 of the Sacramento County Code, public financing of elections in Sacramento County never occurred. Similarly, in a 2019 case, the Court of Appeals struck down a state law that amended the Political Reform Act to permit spending public money on political campaigns. Therefore, in California, spending public money on political campaigns is arguably not allowed and the Board could consider deleting the provisions of the Sacramento County Code, Articles 5 and 6 relating to public financing. Alternatively, the Board could leave these provisions in the County Code in the event future public finance bills are enacted by the State Legislature. The County currently does not fund the "Campaign Reform Fund" so no public funding for elections occurs.

County Counsel concurs with these recommendations.

FINANCIAL ANALYSIS

There is no impact to the General Fund. The Fair Political Practices Commission establishes financial reporting requirements, forms and calendars.

Attachments:

ATT 1 – SCC 2.115 Campaign Reform Redline

ATT 2 – SCC 2.115 Campaign Reform

ATT 3 – Memorandum from Assessor, District Attorney, Sheriff

ATT 4 – Countywide Elective Offices Contribution Limits

ATT 5 – AB 571

¹ In County of Sacramento v. Fair Political Practices Commission (1990) 222 Cal.App.3d 687, the Court of Appeal denied a petition by Sacramento County to restrain the Fair Political Practices Commission from enforcing Government Code section 85300, which prohibits a public officer from expending or a candidate from accepting public moneys for the purpose of seeking elective office. The court held that campaign financing of election contests, both state and local, is a matter of statewide concern and thus beyond the purview of County regulation.

SCC NO. _____

**AN ORDINANCE OF THE SACRAMENTO COUNTY CODE RELATING TO
CAMPAIGN REFORM**

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

SECTION 1. Article 1, sections 2.115.100 through 2.115.100 of Chapter 2.115,
Title 2, of the Sacramento County Code are amended to read as follows:

Article 1 General Provisions

2.115.100 Title.

This chapter shall be known as the Sacramento County Election Reform Act of 1986.

2.115.110 Findings.

The people find and declare the following:

A. Candidates are now frequently dependent on large contributions from wealthy individuals and interest groups for campaign finances. Individuals and interest groups who make large contributions frequently enjoy disproportionate access to public officials and influence in government decision making. Large contributions impede the solicitation or making of small contributions.

B. Inherent in the high cost of election campaigning is the problem of improper influence, real or potential, exercised by campaign contributors over elected officials.

C. It is the policy of this County to foster broad-based citizen involvement in financing election campaigns.

D. It is the policy of this County to protect the integrity of the electoral process.

E. The best interests of the citizens of this County are served by reducing the direct and indirect costs of campaigns. Substantial indirect costs accrue to the public when special interests pass on legislative and campaign related expenses thereby increasing the costs of goods and services to the public.

F. Individuals have a right to expend their own personal resources without limitation to advance their own candidacy, pursuant to the guarantee of freedom of speech encompassed in the First Amendment of the United States Constitution, and the public has a right to ensure the fullest and most thorough discussion and debate of public issues during an election campaign by expending public funds to secure the widest possible dissemination of information from diverse and antagonistic sources to ensure an unfettered interchange of ideas.

G. Because of the countywide nature of the offices of the Assessor, District Attorney and the Sheriff, the County desires to impose higher campaign contribution limits for those three offices than the limits for the Board of Supervisors.

2.115.120 Purpose.

The people also enact this chapter to accomplish the following purposes:

A. To foster an orderly political forum in which individuals may express themselves effectively.

B. To place realistic and enforceable limits on the amounts of money that may be contributed to political campaigns for elective County office.

C. To secure the widest possible dissemination of information from diverse and antagonistic sources to ensure an unfettered interchange of ideas.

D. To limit the use of loans and credit in the financing of political campaigns for elective County office.

SECTION 2. Article 2, sections 2.115.200 through 2.115.280 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 2 Definitions**2.115.200 Other Definitions.**

Unless the term is specifically defined in this chapter or the contrary is stated or clearly appears from the context, the definitions set forth in the Political Reform Act of 1974 (Government Code Section 81000 et seq.), and any administrative regulations adopted pursuant thereto, shall govern the interpretation of this chapter.

2.115.205 Campaign Expenditure.

“Campaign Expenditure” means any expenditure, or transfer of anything of value to any person, by a candidate for a political purpose. Any expenditure from a campaign fund for any County elective office shall be conclusively presumed to be a campaign expenditure for purposes of this chapter.

2.115.210 Campaign Reform Fund.

“Campaign Reform Fund” means those funds in the Campaign Reform Budget Unit established pursuant to Article 6.

2.115.215 Candidate.

“Candidate” means a candidate for County ~~e~~Elective ~~e~~Office or Countywide Elective Office, the candidate’s campaign committee, committee(s) controlled by the candidate, agents of the candidate, and any person acting at the behest of a candidate.

An incumbent shall be presumed to be a candidate unless he or she files a written statement with the Registrar of Voters stating that he or she does not intend to be a candidate at the next election for his or her office.

2.115.220 County Campaign Statement.

“County Campaign Statement” means the statement which must be filed with the Registrar of Voters by candidates for County ~~e~~Elective ~~e~~Office or Countywide Elective Office pursuant to this chapter.

2.115.225 County Elective Office.

“County Elective Office” means the offices held by the members of the Board of Supervisors.

2.115.230 Countywide Elective Office.

“Countywide Elective Office” means the offices of the Assessor, the District Attorney and the Sheriff.

2.115.2350 Direct Campaign Expenditure.

“Direct Campaign Expenditure” means a campaign expenditure to pay for the printing of campaign literature, television, radio, newspaper and billboard advertising, and postage. Campaign literature shall include lawn signs, bumper stickers, buttons and similar items. “Direct campaign expenditure” shall not include production costs or consultant’s fees but shall be limited to the cost of printing campaign literature and purchasing air time or advertising space.

2.115.24035 For a Political Purpose.

“For a Political Purpose” means an action by a candidate for the purpose of influencing, or attempting to influence, either directly or indirectly, the actions of the voters for or against the election of that candidate or any other candidate for the same County elective office.

2.115.2450 General Election Period.

“General Election Period” means from April 1 through December 31 of the year in which the election for a County elective office is held; except in the event that a candidate for County elective office receives a majority of votes cast in the primary election, the general election period shall be considered to be an off-election year for purposes of applicable contribution limitations.

2.115.25045 Indirect Campaign Expenditure.

“Indirect Campaign Expenditure” means any campaign expenditure, other than a direct campaign expenditure, that is authorized pursuant to Chapter 5 (commencing with Section 12400) of Division 9 of the Elections Code.

2.115.2550 Off-Election Year.

Except as otherwise provided by this Article, “Off-Election Year” means each of the three years during the term of a County elective office in which an election for that office is not held; except in the event that a candidate for County elective office receives a majority of votes cast in the primary election, the general election period shall be considered to be an off-election year for purposes of applicable contribution limitations.

2.115.26055 Organization.

“Organization” means a proprietorship, labor union, firm, partnership, joint venture, syndicate, business trust, company, corporation, association or committee which has 25 or more employees, shareholders, contributors or members.

2.115.2650 Person.

“Person” means an individual or any proprietorship, labor union, firm, partnership, joint venture, syndicate, business trust, company, corporation, association or committee which does not constitute an organization pursuant to Section 2.115.255260.

2.115.27065 Primary Election Period.

“Primary Election Period” means from October 1 through December 31 of the year preceding, and January 1 through March 31 of the year in which the election for a county elective office is held.

2.115.2750 Special Election Period.

“Special Election Period” means from the time a County elective office has become vacant through the date of the special election for that County elective office.

2.115.28075 Special Runoff Election Period.

“Special Runoff Election Period” means from the day after a special election for a County elective office through fifty-eight (58) days after the special runoff election for that office.

2.115.2850 State Campaign Statement.

“State Campaign Statement” means an itemized report which is prepared on a form prescribed by the Fair Political Practices Commission and which provides the information required by Chapter 4 of Title 9 of the Government Code.

SECTION 3. Article 3, sections 2.115.300 through 2.115.390 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 3 Contribution Limitations**2.115.290 Contribution Limitations for Countywide Elective Office for Persons Other than Organizations.**

A. A person shall not make to any candidate for Countywide Elective Office, and no such candidate for Countywide Elective Office shall accept from any person, a contribution or contributions totaling more than twelve thousand five hundred dollars (\$12,500) in any single off-year election year or more than twenty-five thousand dollars (\$25,000) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. For purposes of this section, two or more entities shall be treated as one person when any of the following circumstances apply:

1. The entities share the majority of members of their governing board;
2. The entities share two or more officers;
3. The entities are owned or controlled by the same majority shareholder or shareholders; or

4. The entities are in a parent-subsidary relationship.

C. For purposes of this section, an individual and any general partnership in which the individual is a general partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

D. Notwithstanding the provisions of subsections B and C hereof, a candidate shall not be deemed to be in violation of this section if he or she accepts a contribution from a person that was made to such candidate in violation of subsections B and C. It is the intent of this section to make contributors, and not candidates, liable for violations of this section occurring as a result of the applicability of subsections B and C to a contribution.

2.115.295 Contribution Limitations by Organizations to Candidates for Countywide Elective Office.

A. An organization shall not make to any candidate for Countywide Elective Office, and no candidate for Countywide Elective Office shall accept from any organization, a contribution or contributions totaling more than twelve thousand five hundred dollars (\$12,500) in any single off-year election year or more than twenty-five thousand dollars (\$25,000) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. A candidate shall not be deemed to be in violation of this section if he or she accepts a contribution that exceeds the contribution limitations for persons set forth in Section 2.115.290, but conforms to the contribution limitation for organizations set forth in this section, from an entity that does not constitute an organization within the meaning of Section 2.115.260. It is the intent of this section to make the entity and the individuals or persons making up the entity, and not the candidate, liable for violations of this section occurring as a result of an entity not constituting an organization making a contribution in excess of the limitations set forth in Section 2.115.290.

2.115.300 Contribution Limitations for County Elective Office for Persons Other Than Organizations.

A. No person shall make to any candidate for County Elective Office, and no such candidate for County Elective Office shall accept from any person, a contribution or contributions totaling more than two hundred fifty dollars (\$250.00) in any single off-election year or one thousand two hundred dollars (\$1,200.00) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

~~B. To the extent that a candidate receives a contribution in excess of the limit imposed in subsection A, such candidate shall remit any amount in excess of the limitations set forth in subsection A to the Registrar of Voters for deposit in the Campaign Reform Fund, or return such amount to the donor, no later than the next date~~

~~on which the candidate is required to file, or does file, a State or County campaign statement.~~

B.C. For purposes of this section, ~~and Section 2.115.450,~~ two or more entities shall be treated as one person when any of the following circumstances apply:

1. The entities share the majority of members of their governing board;
2. The entities share two or more officers;
3. The entities are owned or controlled by the same majority shareholder or shareholders; or
4. The entities are in a parent-subsidary relationship.

C.D. For purposes of this section, ~~and Section 2.115.450,~~ an individual and any general partnership in which the individual is a general partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

D.E. Notwithstanding the provisions of subsections ~~C-B~~ and ~~D-C~~ hereof, a candidate shall not be deemed to be in violation of this section if he or she accepts a contribution from a person that was made to such candidate in violation of subsections ~~C-B~~ and ~~D-C~~. It is the intent of this section to make contributors, and not candidates, liable for violations of this section occurring as a result of the applicability of subsections ~~C-B~~ and ~~D-C~~ to a contribution.

2.115.310 Contribution Limitations by Organizations to Candidates for County Elective Office.

A. An organization shall not make to any candidate for County Elective Office, and no candidate for County Elective Office shall accept from any organization, a contribution or contributions totaling more than two hundred fifty dollars (\$250.00) in any single off-election year or two thousand five hundred dollars (\$2,500.00) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. To the extent that a candidate receives a contribution in excess of the limits imposed in subsection A, such candidate shall remit any amount in excess of the limitations set forth in subsection A to the Registrar of Voters for deposit in the Campaign Reform Fund, or return such amount to the donor, no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. A candidate shall not be deemed to be in violation of this section if he or she accepts a contribution that exceeds the contribution limitations for persons set forth in Section 2.115.300, but conforms to the contribution limitation for organizations set forth in this section, from an entity that does not constitute an organization within the meaning of Section 2.115.260~~55~~. It is the intent of this section to make the entity and the individuals or persons making up the entity, and not the candidate, liable for violations of this section occurring as a result of an entity not constituting an organization making a contribution in excess of the limitations set forth in Section 2.115.300.

2.115.315 Written Solicitations by Candidates.

Any candidate making a written solicitation for a contribution for his or her campaign for County ~~e~~Elective ~~e~~Office or Countywide Elective Office shall include the following written warning in no less than ten point type on each such solicitation:

“WARNING

Chapter 2.115 of the Sacramento County Code regulates contributions to campaigns for County ~~elective~~ office. Before making a contribution to my campaign, please read Chapter 2.115, and in particular Sections 2.115.~~255~~260, 2.115.~~260~~265, 2.115.290, 2.115.295, 2.115.300 and 2.115.310, to determine if your contribution complies with Chapter 2.115.”

2.115.320 Aggregate Contribution Limitations.

A. Except as provided for in subsection C, no candidate for County Elective Office shall accept contributions totaling more than forty thousand dollars (\$40,000.00) in any single off-election year. The intent of this section is to impose an absolute limit of forty thousand dollars (\$40,000.00) on the total amount of contributions from all sources received by any incumbent or candidate in any single off-election year, even if no single contribution exceeds the contribution limits set forth in Sections 2.115.300 and 2.115.310.

B. To the extent that a candidate receives contributions in any single off-election year in excess of the limit imposed by subsection A-, such candidate shall ~~remi~~ **any amount in excess of the limitation set forth in subsection A to the Registrar of Voters for deposit in the Campaign Reform Fund, or to** return such amount to the donor, no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. Notwithstanding the provisions of subsection A, a contribution received by a candidate for County Elective Office in an off-election year that is used to repay a loan received by the candidate in the previous election cycle, which loan constituted a contribution subject to the provisions of this chapter, shall not be subject to the forty thousand dollar (\$40,000.00) aggregate off-election year contribution limitation.

2.115.325 Statement of Intention.

Prior to the solicitation or acceptance of any contribution or loan for a campaign for County ~~e~~Elective ~~e~~Office or Countywide Elective Office, an individual who intends to be a candidate for ~~County elective office~~such office shall file with the Registrar of Voters a statement of intention to be a candidate for such office~~County elective office~~.

2.115.330 Returned Contributions.

A contribution shall not be considered to be received if it is not negotiated, deposited, or utilized, and, in addition, it is returned to the donor within fourteen (14) days of receipt.

2.115.340 Receipt of Contributions.

A contribution shall be considered to have been received when it is physically received by a candidate.

2.115.345 Biennial Contribution Limit Adjustments.

Beginning October 1, 2021, and subsequently each odd year on October 1st, or as soon as possible thereafter, the Board of Supervisors may authorize the adjustment of: (i) the individual contribution limit for on-election years established pursuant to [Section 2.115.290](#) or Section 2.115.300(A); (ii) the organization contribution limit for on-election years established pursuant to [Section 2.115.295](#) or Section 2.115.310(A); and (iii) the aggregate contribution limit established pursuant to Section 2.115.320(A). Such adjustments shall be based on the Consumer Price Index for Urban Consumers (CPI-U).

2.115.350 Contributions or Expenditures at Behest of Candidate.

A contribution, for purposes of this article, shall include all non-monetary contributions provided, or expenditures made, at the request of, with the approval of, or at the behest of a candidate.

2.115.360 Loans.

A. Except as provided in subsection B a loan shall be considered a contribution. If the loan is not secured or guaranteed, it shall be considered a contribution from the maker and shall be subject to the contribution limits of this chapter. If the loan is secured or guaranteed, it shall be considered a contribution from the lender and guarantor, or person whose property secures the loan, and shall be subject to the contribution limitations of this article.

B. A loan made to a candidate by a commercial lending institution in the regular course of business on the same terms available to members of the public which is personally guaranteed by the candidate, or the candidate's spouse, or is secured by property owned by the candidate or the candidate's spouse, shall not be subject to the contribution limits of this article.

C. The complete terms and conditions of every loan to a candidate shall be contained in a written agreement which shall be filed with the candidate's County campaign statement on which the loan is first reported.

2.115.370 Contributions by Spouses and Children.

A. Contributions by a husband and wife shall be treated as separate contributions and shall not be aggregated.

B. Contributions by dependent children shall be treated as contributions by their parents and attributed proportionately to each parent (one-half to each parent or the total amount to a single custodial parent).

2.115.380 Contributions by Spouse or Children of Candidate.

A. Contributions to a candidate by his or her spouse shall not be subject to the contribution limits of this article.

B. Contributions to a candidate by his or her children, or any other family members, shall be subject to the contribution limits of this article.

2.115.390 Contributions for Non-County Elective Office.

A. The contribution limitations set forth in this article apply only to campaigns for County ~~E~~elective ~~O~~office ~~and Countywide Elective Office~~, and not to campaigns for other elective offices which a candidate for County ~~E~~elective ~~O~~office ~~or Countywide Elective Office~~ has sought or may seek in the future.

B. If a candidate receives a contribution for a purpose other than his or her campaign for County ~~E~~elective ~~O~~office ~~or Countywide Elective Office~~, the candidate shall file a written statement with the Registrar of Voters describing the purposes for which the contribution was accepted. Such statement shall be filed no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. Any written solicitation by a candidate for a contribution to the candidate for a purpose other than his or her campaign for County ~~E~~elective ~~O~~office ~~or Countywide Elective Office~~ shall specify in writing within such solicitation that the contribution being solicited is for a purpose other than the candidate's campaign for County ~~E~~elective ~~O~~office ~~or Countywide Elective Office~~ and the purpose(s) for which such contribution may be utilized. Such disclosure shall be on the solicitation in no less than ten point type.

SECTION 4. Article 4, sections 2.115.400 through 2.115.470 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 4 Expenditure Limitations

~~**2.115.400 Expenditure Limitations.**~~

~~A. No candidate who files a statement of acceptance of financing from the Campaign Reform Fund, and whose statement is not rescinded pursuant to Section 2.115.500, shall make campaign expenditures in excess of the following amounts:~~

- ~~1. \$75,000 in a primary or special election period; and~~
- ~~2. \$75,000 in a general or special runoff election period.~~

~~B. Although only candidates who have filed a statement of acceptance of financing are subject to the expenditure limitations set forth in subsection A, it is the intent of this section that such expenditure limitations apply to all candidates for the following purposes:~~

- ~~1. For purposes of determining when otherwise applicable expenditure limitations no longer apply to candidates who have filed a statement of acceptance; and~~
- ~~2. For purposes of determining when a candidate must provide the notification required by Section 2.115.430.~~

~~**2.115.410 Payments Made Prior to Use of Goods or Services.**~~

~~In the event campaign expenditures are made but the goods or services are not used during an election period in which they were purchased, the campaign expenditures shall be considered campaign expenditures for the election period when~~

~~they are used. Campaign expenditures for goods or services used in more than one election period shall be prorated based on the number of days in each period that they were used.~~

~~2.115.420—Expenditures in Excess of Limitations.~~

~~A.—If a candidate who has filed a statement of rejection makes campaign expenditures in excess of the expenditure limitations set forth in Section 2.115.400, such expenditure limitations shall cease to be applicable to all other candidates but only upon the occurrence of one of the following:~~

~~1.—Receipt of notice by a candidate transmitted pursuant to Section 2.115.430 notifying the candidate that an opponent who has filed a statement of rejection has exceeded the expenditure limitations set forth in Section 2.115.400;~~

~~2.—Receipt of a judicial ruling to the effect that a candidate is free of the expenditure limitations set forth in Section 2.115.400 since a candidate who has filed a statement of rejection has exceeded such limitations; or~~

~~3.—If any State or County campaign statement filed by the candidate discloses on its face that the candidate has exceeded such limitations.~~

~~B.—It is the intent of this section to prohibit candidates from unilaterally determining that an opponent has exceeded otherwise applicable expenditure limitations and then proceeding themselves to violate such expenditure limitations. A candidate who files a statement of acceptance may only exceed the expenditure limitations set forth in Section 2.115.400 if he or she receives notification pursuant to Section 2.115.430, receives judicial authorization to exceed such limitations, or a State or County campaign statement discloses such over expenditure on its face. It is the further intent of this section not to impose a duty on the Registrar of Voters or any other County official to make a determination during an election of whether or not a candidate has exceeded the expenditure limitations set forth in Section 2.115.400 for purposes of relieving other candidates of otherwise applicable expenditure limitations. It is the further intent of this section not to authorize candidates who are eligible for funding from the Campaign Reform Fund to exceed otherwise applicable expenditure limitations if another candidate bound by such expenditure limitations exceeds the expenditure limitations set forth in Section 2.115.400.~~

~~C.—Any candidate who obtains a judicial ruling that he or she is free of the expenditure limitations set forth in Section 2.115.400 shall file an endorsed copy of such ruling with the Registrar of Voters within twenty-four (24) hours of its issuance by the court.~~

~~2.115.430—Notification by Telegram.~~

~~Any candidate who exceeds the expenditure limitations set forth in Section 2.115.400 shall notify all opposing candidates and the Registrar of Voters of such overexpenditure by mailgram, telegram, guaranteed overnight mail through the United States Postal Service or equivalent private delivery service, or personal delivery within twenty-four (24) hours of such overexpenditure.~~

~~2.115.440 — Expenditures for Non-County Elective Office.~~

~~The expenditure limitations set forth in this article apply only to campaigns for County elective office, and not to campaigns for other elective offices which a candidate for County elective office has sought or may seek in the future. Any expenditure made by a committee controlled by a candidate for County elective office shall be presumed to be a campaign expenditure for County elective office unless the candidate files a written statement with the Registrar of Voters declaring that the expenditure was made in connection with a non-County elective office which office shall be specifically identified in the written statement.~~

2.115.4050 Independent Expenditures.

A. Independent expenditures shall not be made by any person or organization in support of or in opposition to a candidate for County elective office if that expenditure is made at the behest of, or with the consent of, or with the encouragement of, any candidate.

B. Any person or organization who makes independent expenditures of more than five thousand dollars (\$5,000.00) in support of or opposition to any candidate for County elective office shall notify the Registrar of Voters and all other candidates of such expenditure or expenditures by mailgram, telegram, guaranteed overnight mail through the United States Postal Service or equivalent private delivery service, or personal delivery within twenty-four (24) hours. Such notification shall be made each time this threshold of five thousand dollars (\$5,000.00) is met.

2.115.4160 Extensions of Credit.

A. Extensions of credit to a candidate for a period of more than sixty (60) days, or for an amount in excess of two hundred fifty dollars (\$250.00), are prohibited.

B. Extensions of credit to a candidate shall be considered campaign expenditures for purposes of this article as of the time the extension of credit is granted.

2.115.4270 Contingency Fee Arrangements.

Contingency fee arrangements based on the outcome of an election between candidates and individuals retained to provide goods or services during the course of a campaign shall be limited to two hundred fifty dollars (\$250). Contingency fee arrangements of more than two hundred fifty dollars (\$250) are prohibited.

SECTION 5. Article 5, sections 2.115.500 through 2.115.590 of Chapter 2.115,

Title 2, of the Sacramento County Code are deleted in their entirety as follows:

~~Article 5 — Campaign Reform Fund~~**~~2.115.500 — Statement of Acceptance or Rejection.~~**

~~A. — Each candidate, at the time of filing his or her Declaration of Candidacy, shall file one of the following statements:~~

- ~~1. — A statement of acceptance of financing from the Campaign Reform Fund;~~
- or
- ~~2. — A statement of rejection of financing from the Campaign Reform Fund.~~

~~B.——If a candidate files a statement of rejection of financing, any opposing candidate who has filed a statement of acceptance of financing may rescind such statement and file a statement of rejection within ten (10) days of the last date for filing a Declaration of Candidacy.~~

~~C.——Except as provided for in subsection B, a candidate who files one of the statements provided for in subsection A hereof may not change that decision.~~

~~2.115.510——County Campaign Statement.~~

~~All candidates shall file a County campaign statement with the Registrar of Voters on the same date that the candidate files his or her Declaration of Candidacy. The County campaign statement required by this section shall include all required information for the election year up through five (5) days before the date on which the candidate files his or her Declaration of Candidacy.~~

~~2.115.520——Notification by Candidates.~~

~~Any candidate who raises, spends or has cash on hand of ten thousand dollars (\$10,000.00) or more shall notify the Registrar of Voters of such fact by mailgram, telegram, guaranteed overnight mail through the United States Postal Service or equivalent private delivery service, or personal delivery within twenty-four (24) hours. The Registrar of Voters shall mail notification of such fact to all opposing candidates, as defined in Government Code Section 82007, within two (2) working days.~~

~~2.115.530——Qualification for Matching Funds.~~

~~A.——A candidate shall qualify to receive payments from the Campaign Reform Fund for a primary or special election only if he or she meets all of the following requirements:~~

~~1.——The candidate has filed a statement of acceptance of financing and has not rescinded such statement;~~

~~2.——The candidate has raised, after January 1 of the election year, or during a special election period, at least ten thousand dollars (\$10,000.00) consisting of contributions totaling two hundred fifty dollars (\$250.00) or less per source from sources other than themselves, their spouses or their dependent children; and~~

~~3.——The candidate is opposed by a candidate who has qualified for payments from the Campaign Reform Fund or who has raised, spent or has cash on hand of ten thousand dollars (\$10,000.00) or more.~~

~~B.——All candidates in a general or special runoff election who have filed a statement of acceptance of financing, and have not rescinded such statement, shall qualify to receive payments from the Campaign Reform Fund.~~

~~C.——For purposes of determining whether a candidate has raised at least ten thousand dollars (\$10,000.00) as required by subsection A(2) of this section, it is the intent of this section to consider the first two hundred fifty dollars (\$250.00) of any contribution that exceeds two hundred fifty dollars (\$250.00).~~

~~2.115.540——Formula for Payment of County Funds.~~

~~A candidate who is eligible to receive payments from the Campaign Reform Fund shall receive payments on the basis of the following formula:~~

~~For a contribution or contributions totaling \$250 or less from a single source that is received after January 1 of an election year, or during a special election or special runoff election period, a matching ratio of one dollar (\$1.00) from the Campaign Reform Fund for each dollar received up to a maximum County match of \$37,500 per election period per candidate. It is the intent of this section to provide a County match of \$250 even though the total contribution or contributions from a single source exceeds \$250.~~

~~**2.115.545 — Recordkeeping and Reporting Requirements for Contributions of Less Than \$100.**~~

~~A. — In order for a contribution of less than one hundred dollars (\$100.00) but more than fifty dollars (\$50.00) to be eligible for a match from the Campaign Reform Fund, a candidate must provide the following information on the County campaign statement filed in support of the request to match contribution; the name and address of the donor or intermediary, the amount, and the date of each such contribution. This reporting requirement shall also apply to any contribution of fifty dollars (\$50.00) or less for which matching funds are requested where the cumulative contributions from the donor or intermediary total more than fifty dollars (\$50.00) in any election period.~~

~~B. — With respect to any contribution of fifty dollars (\$50.00) or less for which a candidate requests matching funds from the Campaign Reform Fund, the candidate shall maintain, and shall make available to the Registrar of Voters or Auditor-Controller upon request, a record of the name and address of the donor or intermediary, the amount, and the date of each such contribution.~~

~~**2.115.550 — Contributions by Candidate, Spouse or Dependent Children.**~~

~~Contributions by a candidate, a candidate's spouse, or a candidate's dependent children shall not be considered a contribution for purposes of receiving payments from the Campaign Reform Fund pursuant to Section 2.115.540.~~

~~**2.115.560 — Loans, Pledges and Non-Monetary Contributions.**~~

~~For purposes of Sections 2.115.530 and 2.115.540, a loan, a pledge or a non-monetary contribution shall not be considered a contribution.~~

~~**2.115.570 — Procedure for Payment of County Funds.**~~

~~A. — Payments from the Campaign Reform Fund shall be made by the Auditor-Controller on the 15th and 30th of each month, following the last day for filing Declarations of Candidacy if no candidate files a statement of rejection of financing pursuant to Section 2.115.500. If a candidate files a statement of rejection, payments from the Campaign Reform Fund shall be made by the Auditor-Controller on the 15th and 30th of each month, following the last day for rescinding a statement of acceptance pursuant to subsection B of Section 2.115.500.~~

~~B. — After the 25th of the last month before an election through the day of an election, each candidate shall be limited to one request for payment from the Campaign Reform Fund which payment shall be made by the Auditor-Controller within five (5) working days of receipt of the request by the Registrar of Voters. Such request shall be submitted on or before the date of the election. After the date of an election, each candidate shall be limited to one final request for payment from the Campaign Reform~~

~~Fund. Such request shall be submitted within thirty (30) days after the date of the election and payment shall be made by the Auditor-Controller within five (5) working days. Requests for payment received by the Registrar of Voters more than thirty (30) days after the date of the election shall not be eligible for payment from the Campaign Reform Fund.~~

~~C. In order to receive a payment from the Campaign Reform Fund on the 15th or 30th of a month, a candidate shall file a County campaign statement with the Registrar of Voters on the 10th or 25th, respectively, of each such month. In order to qualify for payment after the 25th of the last month before an election, or within thirty (30) days after the date of the election, the candidate must file a County campaign statement at the same time he or she files a request for payment.~~

~~D. The County campaign statements required by this section shall be current through two (2) calendar days before they are filed.~~

~~E. If the Auditor-Controller is required to make a payment to a candidate on a day on which County offices are closed, payment shall be made on the next working day.~~

~~2.115.580 Withholding County Funds.~~

~~A. If a candidate is eligible to receive funds from the Campaign Reform Fund pursuant to Sections 2.115.530 and 2.115.540, the fact that the candidate is, or is alleged to be, in violation of another provision of this chapter shall not constitute grounds for withholding or denying such funds to the candidate except as provided in subsection B of this section.~~

~~B. Candidates who are eligible to receive funds from the Campaign Reform Fund, and whose State or County campaign statement discloses on its face that such candidate has exceeded the expenditure limitations set forth in Section 2.115.400, shall not be eligible for any further funds from the Campaign Reform Fund unless such expenditure took place after otherwise applicable expenditure limitations were waived for the candidate pursuant to Section 2.115.420.~~

~~2.115.590 Segregation of Campaign Funds.~~

~~A. A candidate who has been or is a candidate for a non-County elective office shall maintain a separate and distinct campaign fund for the non-County elective office.~~

~~B. A candidate may not transfer money from a campaign fund for a non-County elective office into a campaign fund for County elective office, or vice versa.~~

~~C. Campaign expenditures for a County elective office shall only be made from the campaign fund for the County elective office. Campaign expenditures for a non-County elective office shall not be made from a campaign fund for a County elective office.~~

~~D. A contribution shall be considered a contribution to the campaign for elective office in which campaign fund the contribution is first deposited.~~

SECTION 6. Article 6, sections 2.115.600 through 2.115.650 of Chapter 2.115,

Title 2, of the Sacramento County Code are deleted in their entirety as follows:

Article 6 — Public Funds

2.115.600 — Campaign Reform Fund.

~~There is hereby established in the Annual County Budget a Campaign Reform Budget Unit to be administered by the Registrar of Voters pursuant to the provisions of this chapter.~~

2.115.610 — Appropriation.

~~A. — During any Fiscal Year which contains either a General Election Period or Primary Election Period, the Board of Supervisors shall, in its final budget, appropriate from the General Fund the sum of one dollar (\$1.00) for each one dollar (\$1.00) estimated by the Administration and Finance Agency to be paid to candidates and the sum estimated by the Administration and Finance Agency necessary to make all other payments authorized by the provisions of this chapter. In the event that insufficient funds were appropriated in the Final Budget to pay said sums, the Board of Supervisors shall, upon the request of the Registrar of Voters, transfer sufficient moneys from the Appropriation For Contingencies to the Campaign Reform Budget Unit to make all payments authorized by the provisions of this chapter.~~

~~B. — In the event that a special election or special runoff election is held for a County elective office and there are not sufficient funds in the Campaign Reform Budget Unit to pay the sum of one dollar (\$1.00) for each one dollar (\$1.00) paid to a candidate from the Campaign Reform Budget Unit, and all other expenses authorized for payment from the Campaign Reform Budget Unit pursuant to the provisions of this chapter, the Board of Supervisors shall, upon the request of the Registrar of Voters, transfer sufficient moneys from the Appropriation for Contingencies to the Campaign Reform Budget Unit to make all payments authorized by the provisions of this chapter.~~

2.115.620 — Administrative Expenses.

~~All administrative expenses incurred by the Registrar of Voters and Auditor-Controller, including, but not limited to, salaries, benefits, supplies and overhead, shall be charged to, and paid from, the Campaign Reform Budget Unit.~~

2.115.630 — Report by Registrar of Voters.

~~A. — During an election year, the Registrar of Voters shall advise the Board of Supervisors and each candidate on the fifth (5th) of each month following a month in which payments were made from the Campaign Reform Fund of the following:~~

- ~~1. — The candidates who received funds from the Campaign Reform Fund;~~
- ~~2. — The amount received by each candidate from the Campaign Reform Fund;~~

~~and~~

~~3. — The cumulative amounts received by each candidate from the Campaign Reform Fund.~~

~~B. — Within four (4) months following each final election in which funds are provided from the Campaign Reform Fund, the Registrar of Voters shall submit a final~~

~~report to the Board of Supervisors reporting the amount of funds paid to each candidate from the Campaign Reform Fund.~~

~~**2.115.640 — Separate Campaign Funds.**~~

~~A. — A candidate shall have no more than one campaign committee.~~

~~B. — Each candidate accepting funds from the Campaign Reform Fund shall establish two checking accounts out of which all campaign expenditures shall be made. All money provided to a candidate from the Campaign Reform Fund shall be deposited in and strictly segregated in one checking account which shall be designated the “public account.” All campaign contributions and other funds shall be deposited in a second checking account which shall be designated the “private account.”~~

~~C. — A candidate shall only expend funds from the public account on direct campaign expenditures. Funds from the private account may be expended on direct or indirect campaign expenditures.~~

~~**2.115.650 — Surplus Funds.**~~

~~All surplus funds, including funds in both the public account and the private account, remaining after all obligations are met by a candidate shall be returned to the Campaign Reform Fund, not to exceed the amount paid to the candidate from the Campaign Reform Fund, as follows:~~

~~A. — In the case of a primary or special election where one candidate does not receive a majority of the votes cast, all candidates, except those two candidates who will appear on the ballot in a run-off election, must return surplus funds within ninety (90) days after the primary or special election.~~

~~B. — In the case of a primary or special election where one candidate does receive a majority of the votes cast, and in general and special runoff elections, all candidates must return surplus funds within ninety (90) days after the election.~~

SECTION 7. Article 7, sections 2.115.700 through 2.115.740 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 7 Campaign Statements and Audits

2.115.700 Contents of County Campaign Statements.

A. All County campaign statements required to be filed with the Registrar of Voters pursuant to this chapter shall contain the following information:

1. The information required by Government Code Section 84211 and any administrative regulations adopted pursuant thereto; and

2. Any information required by the Registrar of Voters.

B. All County campaign statements required to be filed with the Registrar of Voters pursuant to this chapter shall be on a form prescribed by the Registrar of Voters.

2.115.710 Final Campaign Statement.

A. Within ninety (90) days after an election for County ~~E~~lective ~~O~~-office ~~or~~ Countywide Elective Office, each candidate shall file a County campaign statement with the Registrar of Voters itemizing all campaign contributions to the candidate, all

campaign expenditures by the candidate and any surplus funds. The County campaign statement required by this section shall include all required information current up through five (5) calendar days before the date of filing.

2.115.720 Duties of Treasurers and Candidates.

A. All County campaign statements filed under this chapter shall be signed under penalty of perjury and verified by both the candidate and the campaign treasurer. The verification shall state that the candidate and the campaign treasurer have used all reasonable diligence in its preparation, and that to the best of their knowledge it is true and complete.

B. A campaign treasurer to comply with his or her duties with respect to the preparation of County campaign statements shall:

1. Establish a system of record keeping sufficient to ensure that receipts and expenditures are recorded promptly and accurately;

2. Either maintain the records personally or monitor such record keeping by others;

3. Take steps to ensure that all requirements of this chapter concerning the receipt and expenditure of funds and the reporting of such funds are complied with;

4. Either prepare County campaign statements personally or review with care the County campaign statements and underlying records prepared by others;

5. Correct any inaccuracies or omissions in County campaign statements of which the treasurer knows, and cause to be checked, and, if necessary, corrected, any information in County campaign statements which a person of reasonable prudence would question based on all the surrounding circumstances of which the treasurer is aware or should be aware by reason of his or her duties under this chapter.

C. A candidate to comply with his or her duties with respect to the preparation of County campaign statements shall:

1. Ascertain whether the treasurer is exercising all reasonable diligence in the performance of his or her duties including those duties specified under subsection B;

2. Take whatever steps are necessary to replace the treasurer, or raise the treasurer's performance to required standards, if the candidate knows or has reason to know that the treasurer is not exercising all reasonable diligence in the performance of his or her duties;

3. Review with care the County campaign statements prepared for filing by the treasurer;

4. Correct any inaccuracies and omissions in campaign statements of which the candidate knows, and cause to be checked, and, if necessary, corrected, any information in County campaign statements which a person of reasonable prudence would question based on all the surrounding circumstances of which the candidate is aware or should be aware by reason of his or her duties under this chapter; and

5. Perform with due care any other tasks assumed in connection with the raising, spending or recording of campaign funds insofar as such tasks relate to the accuracy of information entered on County campaign statements.

2.115.725 Electronic Filing; Findings and Purpose.

A. The Board of Supervisors finds that public access to campaign disclosure information is a vital and integral component of a fully informed electorate. Transparency in campaign financing is critical in order to maintain public trust and support of the political process.

B. State law requires candidates, persons supporting or opposing ballot measures and certain other types of committees to file campaign finance statements with the Registrar of Voters detailing the sources of contributions and manner of expenditure of contributions. Government Code Section 84615 authorizes local jurisdictions to require the filing of campaign statements and reports solely in an electronic form, with a specified exemption. The purpose of these laws is to assist voters in making informed electoral decisions and to assist in ensuring compliance with campaign contribution laws. In any instance in which the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the local government agency, the statement may, but is not required to, be filed electronically as provided in Government Code Section 84615.

C. Frequently, these disclosure reports are extremely lengthy. Moreover, literally hundreds of such reports are filed with the Registrar of Voters each reporting period. It is difficult for members of the public, the media and elections officials to efficiently review and compare these statements.

D. The Board of Supervisors makes the following findings in support of requiring that political committees and candidates that meet certain financial thresholds file their campaign statements electronically:

1. An electronic system reduces paper waste and time spent processing and storing paper filings, so that efforts can be focused on helping filers comply with filing requirements.

2. An electronic system is not unduly burdensome on candidates in that it reduces the need for candidates to print out and physically mail statements to the Registrar of Voters.

3. The system used by the County contains multiple safeguards to protect the integrity and security of the data.

4. An electronic system streamlines the filing process, by storing information previously entered, calculating numbers, and helping catch errors before filings are submitted, thereby reducing the need to file amendments.

5. Once the statements are placed online, they are available for public viewing free of charge and allow the public to search reports by field, including, but not limited to, election, candidate, date, contributor and expenditure.

2.115.726 Filing of Campaign Statements.

A. Whenever any elected officer, candidate or committee is required by the California Political Reform Act to file a semi-annual campaign statement, a pre-election campaign statement, an amended campaign statement, a supplemental pre-election campaign statement, a report disclosing a contribution received by or made to a candidate, local ballot measure, or an independent expenditure made for or against a candidate or local ballot measure, of \$1,000.00 or more, or in any other amount

specified by Government Code Section 84615 as it may be amended from time to time, during an election cycle with the Registrar of Voters, it shall be filed electronically. The elected officer, candidate or committee shall file the statement using the electronic filing system available on the Registrar of Voters' website. The street or address or building number of the persons or entity representatives, or any bank account number, shall not be displayed online.

B. Statements or reports that are filed electronically with the Registrar of Voters pursuant to this section need not also be filed in a paper format.

C. If the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the County, the statement may, but is not required to, be filed electronically with the Registrar of Voters.

D. This requirement does not apply to any elected officer or candidate who receives contributions totaling less than \$1,000.00 and makes expenditures totaling less than \$1,000.00, in a calendar year, or in any other amount specified by Government Code Section 84615 as it may be amended from time to time.

2.115.727 Penalties for Late Filing of Campaign Statements.

A. Any person who files an electronic copy of a statement or report required by this article after the deadline imposed by the California Political Reform Act for filing the written copy of the statement or report shall be liable in the same amount and on the same terms as set forth in the Act for late filing of the written copy of the campaign statement or report.

B. Any person required to file an electronic copy of a statement or report who does not do so by the deadline imposed by the California Political Reform Act shall be notified by the Registrar of Voters of that failure no later than the expiration of 10 days following the deadline to file the statement or report. The Registrar of Voters shall notify such persons that the matter will be referred to the Sacramento County District Attorney and the Fair Political Practices Commission if the required electronic statement is not filed by the end of the 20th day following the deadline to file the electronic statement or report. The notification shall be made at the telephone number, fax line or email address on the "Campaign Statement Reporting Notification" form provided by the Registrar of Voters.

2.115.730 Duties of Registrar of Voters with Respect to Campaign Statements.

A. It shall be the duty of the Registrar of Voters to determine whether required County campaign statements have been filed. In order to fulfill this duty, if the Registrar of Voters is aware that a candidate has an obligation to file a County campaign statement and has failed to do so, the Registrar of Voters shall notify the candidate of the obligation to file a County campaign statement. In determining whether required documents have been filed, the Registrar of Voters shall not be required to conduct any investigation to determine whether or not a candidate has an obligation to file a County campaign statement.

B. It shall be the duty of the Registrar of Voters to determine whether County campaign statements filed conform on their face with the requirements of this chapter.

1. The Registrar of Voters, in determining whether County campaign statements conform on their face with the requirements of this chapter, shall not be required to seek or obtain information to verify entries on a County campaign statement.
2. The Registrar of Voters, in determining whether County campaign statements conform on their face with the requirements of this chapter, shall review:
 - a. All statements to ensure that they contain the full name, residential and business addresses and phone number of the candidate and the campaign treasurer.
 - b. All statements to ensure that they have been signed, dated and verified by the candidate and the campaign treasurer.
 - c. All statements to ensure that they are legible, are printed in ink or typewritten, and that reasonable reproductions can be made.
 - d. All statements to ensure that beginning and closing dates for the statement which are prescribed by law are accurate.
 - e. All statements to ensure that the following information is contained in the statement:
 - i. The total amount of contributions received during the period and the cumulative total amount of contributions.
 - ii. The total amount of campaign expenditures made during the period and the cumulative total amount of campaign expenditures.
 - iii. The total amount of contributions received from persons who have given one hundred dollars (\$100.00) or more.
 - iv. The total amount of contributions received from persons who have given less than one hundred dollars (\$100.00).
 - v. The total amount of campaign expenditures of one hundred dollars (\$100.00) or more.
 - vi. The total amount of campaign expenditures under one hundred dollars (\$100.00).
 - vii. The total amount of accrued expenses of one hundred dollars (\$100.00) or more.
 - viii. The total amount of accrued expenses of less than one hundred dollars (\$100.00).
 - ix. The balance of cash and cash equivalents on hand at the beginning and end of the period.
 - x. For each person listed as contributor or lender of a cumulative amount of one hundred dollars (\$100.00) or more, the complete name, address, occupation and employer, if any (or name of business if described as self-employed), cumulative amount contributed, date and amount of contribution, and if the contribution is a loan, the written agreement required by Section 2.115.360.
 - xi. For each recipient committee listed as a contributor or lender of a cumulative amount of one hundred dollars (\$100.00) or more, in addition to the information specified in subsection (x) above, the identification number assigned to the committee by the Secretary of State or the full name and address of the treasurer of the committee.
 - xii. The following information must be provided for campaign expenditures of one hundred dollars (\$100.00) or more during the period: the complete name of the payee, the address, the amount of each expenditure, a brief description of the

consideration for which the campaign expenditure was made and, if the statement indicates a person other than the payee provided the consideration, the complete name and address of the person providing the consideration.

xiii. The following information must be provided for accrued expenses of one hundred dollars (\$100.00) or more during the period: the complete name of the payee, the address, the amount of each expenditure, a brief description of the consideration for which the campaign expenditure was made and, if the statement indicates a person other than the payee provided the consideration, the complete name and address of the person providing the consideration.

xiv. For each committee listed as a recipient of a campaign expenditure of one hundred dollars (\$100.00) or more, in addition to the information specified in subsection (x) above, the identification number assigned to the committee by the Secretary of State or the full name and address of the treasurer of the committee.

xv. The information required by subsection A of Section 2.115.545.

f. All statements to ensure that there are no gross or readily apparent errors in arithmetic calculations.

C. It shall be the duty of the Registrar of Voters to accept for filing any County campaign statement which this chapter requires to be filed. In those cases where the Registrar of Voters discovers in his or her review of County campaign statements that a candidate has filed an incorrect, incomplete or illegible statement, or a statement which cannot be reproduced, he or she shall promptly notify the candidate of the error or omission. However, no notification is required in those cases in which the errors or omissions are minor ones which do not recur throughout the statement. An error or omission in connection with the identification of a donor or intermediary is minor if such person is identified by name and either street address, occupation, employer or principal place of business. An error or omission in connection with the identification of the recipient of an expenditure or person providing consideration for an expenditure is minor if such person is identified by name.

~~D. Notwithstanding the provisions relating to minor errors or omissions set forth in subsection C, a contribution of one hundred dollars (\$100.00) or more shall not qualify for purposes of receiving funds from the Campaign Reform Fund pursuant to Section 2.115.540 unless the candidate's County campaign statement includes the following information with respect to each such contribution: the complete name, address, occupation, and employer, if any, (or name of business if self-employed), of the donor or intermediary.~~

2.115.740 Audits.

A. The Auditor-Controller may make, or have made, investigations or audits with respect to any County campaign statements required by this chapter, or any campaign accounts for either County or non-County elective office maintained by any candidate, at any time between the last day for filing a Declaration of Candidacy for a County elective office and one year following the date of the election in which a candidate is elected to that County elective office.

~~B. Each candidate who receives money from the Campaign Reform Fund shall be subject to audit on a random basis with these candidates having a fifty percent (50%) chance of being audited.~~

~~B.C.~~ Any candidate whose campaign statements are subject to an investigation or audit by the Auditor-Controller shall provide the Auditor-Controller with all financial records, documents and any other information or material requested by the Auditor-Controller.

SECTION 8. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on _____, and on _____, further reading was waived by the unanimous vote of the Supervisors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this ____ day of _____ 202__, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

1945787

SCC NO. _____

**AN ORDINANCE OF THE SACRAMENTO COUNTY CODE RELATING TO
CAMPAIGN REFORM**

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

SECTION 1. Article 1, sections 2.115.100 through 2.115.100 of Chapter 2.115,
Title 2, of the Sacramento County Code are amended to read as follows:

Article 1 General Provisions

2.115.100 Title.

This chapter shall be known as the Sacramento County Election Reform Act of 1986.

2.115.110 Findings.

The people find and declare the following:

A. Candidates are now frequently dependent on large contributions from wealthy individuals and interest groups for campaign finances. Individuals and interest groups who make large contributions frequently enjoy disproportionate access to public officials and influence in government decision making. Large contributions impede the solicitation or making of small contributions.

B. Inherent in the high cost of election campaigning is the problem of improper influence, real or potential, exercised by campaign contributors over elected officials.

C. It is the policy of this County to foster broad-based citizen involvement in financing election campaigns.

D. It is the policy of this County to protect the integrity of the electoral process.

E. The best interests of the citizens of this County are served by reducing the direct and indirect costs of campaigns. Substantial indirect costs accrue to the public when special interests pass on legislative and campaign related expenses thereby increasing the costs of goods and services to the public.

F. Individuals have a right to expend their own personal resources without limitation to advance their own candidacy, pursuant to the guarantee of freedom of speech encompassed in the First Amendment of the United States Constitution, and the public has a right to ensure the fullest and most thorough discussion and debate of public issues during an election campaign by expending public funds to secure the widest possible dissemination of information from diverse and antagonistic sources to ensure an unfettered interchange of ideas.

G. Because of the countywide nature of the offices of the Assessor, District Attorney and the Sheriff, the County desires to impose higher campaign contribution limits for those three offices than the limits for the Board of Supervisors.

2.115.120 Purpose.

The people also enact this chapter to accomplish the following purposes:

- A. To foster an orderly political forum in which individuals may express themselves effectively.
- B. To place realistic and enforceable limits on the amounts of money that may be contributed to political campaigns for elective County office.
- C. To secure the widest possible dissemination of information from diverse and antagonistic sources to ensure an unfettered interchange of ideas.
- D. To limit the use of loans and credit in the financing of political campaigns for elective County office.

SECTION 2. Article 2, sections 2.115.200 through 2.115.280 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 2 Definitions

2.115.200 Other Definitions.

Unless the term is specifically defined in this chapter or the contrary is stated or clearly appears from the context, the definitions set forth in the Political Reform Act of 1974 (Government Code Section 81000 et seq.), and any administrative regulations adopted pursuant thereto, shall govern the interpretation of this chapter.

2.115.205 Campaign Expenditure.

“Campaign Expenditure” means any expenditure, or transfer of anything of value to any person, by a candidate for a political purpose. Any expenditure from a campaign fund for any county elective office shall be conclusively presumed to be a campaign expenditure for purposes of this chapter.

2.115.210 Campaign Reform Fund.

“Campaign Reform Fund” means those funds in the Campaign Reform Budget Unit established pursuant to Article 6.

2.115.215 Candidate.

“Candidate” means a candidate for County Elective Office or Countywide Elective Office, the candidate’s campaign committee, committee(s) controlled by the candidate, agents of the candidate, and any person acting at the behest of a candidate.

An incumbent shall be presumed to be a candidate unless he or she files a written statement with the Registrar of Voters stating that he or she does not intend to be a candidate at the next election for his or her office.

2.115.220 County Campaign Statement.

“County Campaign Statement” means the statement which must be filed with the Registrar of Voters by candidates for County Elective Office or Countywide Elective Office pursuant to this chapter.

2.115.225 County Elective Office.

“County Elective Office” means the offices held by the members of the Board of Supervisors.

2.115.230 Countywide Elective Office.

“Countywide Elective Office” means the offices of the Assessor, the District Attorney and the Sheriff.

2.115.235 Direct Campaign Expenditure.

“Direct Campaign Expenditure” means a campaign expenditure to pay for the printing of campaign literature, television, radio, newspaper and billboard advertising, and postage. Campaign literature shall include lawn signs, bumper stickers, buttons and similar items. “Direct campaign expenditure” shall not include production costs or consultant’s fees but shall be limited to the cost of printing campaign literature and purchasing air time or advertising space.

2.115.240 For a Political Purpose.

“For a Political Purpose” means an action by a candidate for the purpose of influencing, or attempting to influence, either directly or indirectly, the actions of the voters for or against the election of that candidate or any other candidate for the same County elective office.

2.115.245 General Election Period.

“General Election Period” means from April 1 through December 31 of the year in which the election for a County elective office is held; except in the event that a candidate for County elective office receives a majority of votes cast in the primary election, the general election period shall be considered to be an off-election year for purposes of applicable contribution limitations.

2.115.250 Indirect Campaign Expenditure.

“Indirect Campaign Expenditure” means any campaign expenditure, other than a direct campaign expenditure, that is authorized pursuant to Chapter 5 (commencing with Section 12400) of Division 9 of the Elections Code.

2.115.255 Off-Election Year.

Except as otherwise provided by this Article, “Off-Election Year” means each of the three years during the term of a County elective office in which an election for that office is not held; except in the event that a candidate for County elective office receives a majority of votes cast in the primary election, the general election period shall be considered to be an off-election year for purposes of applicable contribution limitations.

2.115.260 Organization.

“Organization” means a proprietorship, labor union, firm, partnership, joint venture, syndicate, business trust, company, corporation, association or committee which has 25 or more employees, shareholders, contributors or members.

2.115.265 Person.

“Person” means an individual or any proprietorship, labor union, firm, partnership, joint venture, syndicate, business trust, company, corporation, association or committee which does not constitute an organization pursuant to Section 2.115.260.

2.115.270 Primary Election Period.

“Primary Election Period” means from October 1 through December 31 of the year preceding, and January 1 through March 31 of the year in which the election for a county elective office is held.

2.115.275 Special Election Period.

“Special Election Period” means from the time a County elective office has become vacant through the date of the special election for that County elective office.

2.115.280 Special Runoff Election Period.

“Special Runoff Election Period” means from the day after a special election for a County elective office through fifty-eight (58) days after the special runoff election for that office.

2.115.285 State Campaign Statement.

“State Campaign Statement” means an itemized report which is prepared on a form prescribed by the Fair Political Practices Commission and which provides the information required by Chapter 4 of Title 9 of the Government Code.

SECTION 3. Article 3, sections 2.115.300 through 2.115.390 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 3 Contribution Limitations

2.115.290 Contribution Limitations for Countywide Elective Office for Persons Other than Organizations.

A. A person shall not make to any candidate for Countywide Elective Office, and no such candidate for Countywide Elective Office shall accept from any person, a contribution or contributions totaling more than twelve thousand five hundred dollars (\$12,500) in any single off-year election year or more than twenty-five thousand dollars (\$25,000) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. For purposes of this section, two or more entities shall be treated as one person when any of the following circumstances apply:

1. The entities share the majority of members of their governing board;
2. The entities share two or more officers;
3. The entities are owned or controlled by the same majority shareholder or shareholders; or

4. The entities are in a parent-subsidary relationship.

C. For purposes of this section, an individual and any general partnership in which the individual is a general partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

D. Notwithstanding the provisions of subsections B and C hereof, a candidate shall not be deemed to be in violation of this section if he or she accepts a contribution from a person that was made to such candidate in violation of subsections B and C. It is the intent of this section to make contributors, and not candidates, liable for violations of this section occurring as a result of the applicability of subsections B and C to a contribution.

2.115.295 Contribution Limitations by Organizations to Candidates for Countywide Elective Office.

A. An organization shall not make to any candidate for Countywide Elective Office, and no candidate for Countywide Elective Office shall accept from any organization, a contribution or contributions totaling more than twelve thousand five hundred dollars (\$12,500) in any single off-year election year or more than twenty-five thousand dollars (\$25,000) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. A candidate shall not be deemed to be in violation of this section if he or she accepts a contribution that exceeds the contribution limitations for persons set forth in Section 2.115.290, but conforms to the contribution limitation for organizations set forth in this section, from an entity that does not constitute an organization within the meaning of Section 2.115.260. It is the intent of this section to make the entity and the individuals or persons making up the entity, and not the candidate, liable for violations of this section occurring as a result of an entity not constituting an organization making a contribution in excess of the limitations set forth in Section 2.115.290.

2.115.300 Contribution Limitations for County Elective Office for Persons Other Than Organizations.

A. No person shall make to any candidate for County Elective Office, and no such candidate for County Elective Office shall accept from any person, a contribution or contributions totaling more than two hundred fifty dollars (\$250.00) in any single off-election year or one thousand two hundred dollars (\$1,200.00) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. For purposes of this section, two or more entities shall be treated as one person when any of the following circumstances apply:

1. The entities share the majority of members of their governing board;
2. The entities share two or more officers;

3. The entities are owned or controlled by the same majority shareholder or shareholders; or

4. The entities are in a parent-subsidiary relationship.

C. For purposes of this section, an individual and any general partnership in which the individual is a general partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

D. Notwithstanding the provisions of subsections B and C hereof, a candidate shall not be deemed to be in violation of this section if he or she accepts a contribution from a person that was made to such candidate in violation of subsections B and C. It is the intent of this section to make contributors, and not candidates, liable for violations of this section occurring as a result of the applicability of subsections B and C to a contribution.

2.115.310 Contribution Limitations by Organizations to Candidates for County Elective Office.

A. An organization shall not make to any candidate for County Elective Office, and no candidate for County Elective Office shall accept from any organization, a contribution or contributions totaling more than two hundred fifty dollars (\$250.00) in any single off-election year or two thousand five hundred dollars (\$2,500.00) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. To the extent that a candidate receives a contribution in excess of the limits imposed in subsection A, such candidate shall remit any amount in excess of the limitations set forth in subsection A to the Registrar of Voters for deposit in the Campaign Reform Fund, or return such amount to the donor, no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. A candidate shall not be deemed to be in violation of this section if he or she accepts a contribution that exceeds the contribution limitations for persons set forth in Section 2.115.300, but conforms to the contribution limitation for organizations set forth in this section, from an entity that does not constitute an organization within the meaning of Section 2.115.260. It is the intent of this section to make the entity and the individuals or persons making up the entity, and not the candidate, liable for violations of this section occurring as a result of an entity not constituting an organization making a contribution in excess of the limitations set forth in Section 2.115.300.

2.115.315 Written Solicitations by Candidates.

Any candidate making a written solicitation for a contribution for his or her campaign for County Elective Office or Countywide Elective Office shall include the following written warning in no less than ten point type on each such solicitation:

“WARNING

Chapter 2.115 of the Sacramento County Code regulates contributions to campaigns for County office. Before making a contribution to my campaign, please read Chapter 2.115, and in particular Sections 2.115.260, 2.115.265, 2.115.290, 2.115.295, 2.115.300 and 2.115.310, to determine if your contribution complies with Chapter 2.115.”

2.115.320 Aggregate Contribution Limitations.

A. Except as provided for in subsection C, no candidate for County Elective Office shall accept contributions totaling more than forty thousand dollars (\$40,000.00) in any single off-election year. The intent of this section is to impose an absolute limit of forty thousand dollars (\$40,000.00) on the total amount of contributions from all sources received by any incumbent or candidate in any single off-election year, even if no single contribution exceeds the contribution limits set forth in Sections 2.115.300 and 2.115.310.

B. To the extent that a candidate receives contributions in any single off-election year in excess of the limit imposed by subsection A, such candidate shall return such amount to the donor, no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. Notwithstanding the provisions of subsection A, a contribution received by a candidate for County Elective Office in an off-election year that is used to repay a loan received by the candidate in the previous election cycle, which loan constituted a contribution subject to the provisions of this chapter, shall not be subject to the forty thousand dollar (\$40,000.00) aggregate off-election year contribution limitation.

2.115.325 Statement of Intention.

Prior to the solicitation or acceptance of any contribution or loan for a campaign for County Elective Office or Countywide Elective Office, an individual who intends to be a candidate for such office shall file with the Registrar of Voters a statement of intention to be a candidate for such office.

2.115.330 Returned Contributions.

A contribution shall not be considered to be received if it is not negotiated, deposited, or utilized, and, in addition, it is returned to the donor within fourteen (14) days of receipt.

2.115.340 Receipt of Contributions.

A contribution shall be considered to have been received when it is physically received by a candidate.

2.115.345 Biennial Contribution Limit Adjustments.

Beginning October 1, 2021, and subsequently each odd year on October 1st, or as soon as possible thereafter, the Board of Supervisors may authorize the adjustment of: (i) the individual contribution limit for on-election years established pursuant to Section 2.115.290 or Section 2.115.300(A); (ii) the organization contribution limit for on-election years established pursuant to Section 2.115.295 or Section 2.115.310(A); and (iii) the aggregate contribution limit established pursuant to Section 2.115.320(A). Such

adjustments shall be based on the Consumer Price Index for Urban Consumers (CPI-U).

2.115.350 Contributions or Expenditures at Behest of Candidate.

A contribution, for purposes of this article, shall include all non-monetary contributions provided, or expenditures made, at the request of, with the approval of, or at the behest of a candidate.

2.115.360 Loans.

A. Except as provided in subsection B a loan shall be considered a contribution. If the loan is not secured or guaranteed, it shall be considered a contribution from the maker and shall be subject to the contribution limits of this chapter. If the loan is secured or guaranteed, it shall be considered a contribution from the lender and guarantor, or person whose property secures the loan, and shall be subject to the contribution limitations of this article.

B. A loan made to a candidate by a commercial lending institution in the regular course of business on the same terms available to members of the public which is personally guaranteed by the candidate, or the candidate's spouse, or is secured by property owned by the candidate or the candidate's spouse, shall not be subject to the contribution limits of this article.

C. The complete terms and conditions of every loan to a candidate shall be contained in a written agreement which shall be filed with the candidate's County campaign statement on which the loan is first reported.

2.115.370 Contributions by Spouses and Children.

A. Contributions by a husband and wife shall be treated as separate contributions and shall not be aggregated.

B. Contributions by dependent children shall be treated as contributions by their parents and attributed proportionately to each parent (one-half to each parent or the total amount to a single custodial parent).

2.115.380 Contributions by Spouse or Children of Candidate.

A. Contributions to a candidate by his or her spouse shall not be subject to the contribution limits of this article.

B. Contributions to a candidate by his or her children, or any other family members, shall be subject to the contribution limits of this article.

2.115.390 Contributions for Non-County Elective Office.

A. The contribution limitations set forth in this article apply only to campaigns for County Elective Office and Countywide Elective Office, and not to campaigns for other elective offices which a candidate for County Elective Office or Countywide Elective Office has sought or may seek in the future.

B. If a candidate receives a contribution for a purpose other than his or her campaign for County Elective Office or Countywide Elective Office, the candidate shall file a written statement with the Registrar of Voters describing the purposes for which the contribution was accepted. Such statement shall be filed no later than the next date

on which the candidate is required to file, or does file, a State or County campaign statement.

C. Any written solicitation by a candidate for a contribution to the candidate for a purpose other than his or her campaign for County Elective Office or Countywide Elective Office shall specify in writing within such solicitation that the contribution being solicited is for a purpose other than the candidate's campaign for County Elective Office or Countywide Elective Office and the purpose(s) for which such contribution may be utilized. Such disclosure shall be on the solicitation in no less than ten point type.

SECTION 4. Article 4, sections 2.115.400 through 2.115.470 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 4 Expenditure Limitations

2.115.400 Independent Expenditures.

A. Independent expenditures shall not be made by any person or organization in support of or in opposition to a candidate for County elective office if that expenditure is made at the behest of, or with the consent of, or with the encouragement of, any candidate.

B. Any person or organization who makes independent expenditures of more than five thousand dollars (\$5,000.00) in support of or opposition to any candidate for County elective office shall notify the Registrar of Voters and all other candidates of such expenditure or expenditures by mailgram, telegram, guaranteed overnight mail through the United States Postal Service or equivalent private delivery service, or personal delivery within twenty-four (24) hours. Such notification shall be made each time this threshold of five thousand dollars (\$5,000.00) is met.

2.115.410 Extensions of Credit.

A. Extensions of credit to a candidate for a period of more than sixty (60) days, or for an amount in excess of two hundred fifty dollars (\$250.00), are prohibited.

B. Extensions of credit to a candidate shall be considered campaign expenditures for purposes of this article as of the time the extension of credit is granted.

2.115.420 Contingency Fee Arrangements.

Contingency fee arrangements based on the outcome of an election between candidates and individuals retained to provide goods or services during the course of a campaign shall be limited to two hundred fifty dollars (\$250). Contingency fee arrangements of more than two hundred fifty dollars (\$250) are prohibited.

SECTION 5. Article 5, sections 2.115.500 through 2.115.590 of Chapter 2.115,

Title 2, of the Sacramento County Code are deleted in their entirety.

SECTION 6. Article 6, sections 2.115.600 through 2.115.650 of Chapter 2.115, Title 2, of the Sacramento County Code are deleted in their entirety.

SECTION 7. Article 7, sections 2.115.700 through 2.115.740 of Chapter 2.115, Title 2, of the Sacramento County Code are amended to read as follows:

Article 7 Campaign Statements and Audits

2.115.700 Contents of County Campaign Statements.

- A. All County campaign statements required to be filed with the Registrar of Voters pursuant to this chapter shall contain the following information:
 - 1. The information required by Government Code Section 84211 and any administrative regulations adopted pursuant thereto; and
 - 2. Any information required by the Registrar of Voters.
- B. All County campaign statements required to be filed with the Registrar of Voters pursuant to this chapter shall be on a form prescribed by the Registrar of Voters.

2.115.710 Final Campaign Statement.

- A. Within ninety (90) days after an election for County Elective Office or Countywide Elective Office, each candidate shall file a County campaign statement with the Registrar of Voters itemizing all campaign contributions to the candidate, all campaign expenditures by the candidate and any surplus funds. The County campaign statement required by this section shall include all required information current up through five (5) calendar days before the date of filing.

2.115.720 Duties of Treasurers and Candidates.

- A. All County campaign statements filed under this chapter shall be signed under penalty of perjury and verified by both the candidate and the campaign treasurer. The verification shall state that the candidate and the campaign treasurer have used all reasonable diligence in its preparation, and that to the best of their knowledge it is true and complete.
- B. A campaign treasurer to comply with his or her duties with respect to the preparation of County campaign statements shall:
 - 1. Establish a system of record keeping sufficient to ensure that receipts and expenditures are recorded promptly and accurately;
 - 2. Either maintain the records personally or monitor such record keeping by others;
 - 3. Take steps to ensure that all requirements of this chapter concerning the receipt and expenditure of funds and the reporting of such funds are complied with;
 - 4. Either prepare County campaign statements personally or review with care the County campaign statements and underlying records prepared by others;
 - 5. Correct any inaccuracies or omissions in County campaign statements of which the treasurer knows, and cause to be checked, and, if necessary, corrected, any information in County campaign statements which a person of reasonable prudence

would question based on all the surrounding circumstances of which the treasurer is aware or should be aware by reason of his or her duties under this chapter.

C. A candidate to comply with his or her duties with respect to the preparation of County campaign statements shall:

1. Ascertain whether the treasurer is exercising all reasonable diligence in the performance of his or her duties including those duties specified under subsection B;

2. Take whatever steps are necessary to replace the treasurer, or raise the treasurer's performance to required standards, if the candidate knows or has reason to know that the treasurer is not exercising all reasonable diligence in the performance of his or her duties;

3. Review with care the County campaign statements prepared for filing by the treasurer;

4. Correct any inaccuracies and omissions in campaign statements of which the candidate knows, and cause to be checked, and, if necessary, corrected, any information in County campaign statements which a person of reasonable prudence would question based on all the surrounding circumstances of which the candidate is aware or should be aware by reason of his or her duties under this chapter; and

5. Perform with due care any other tasks assumed in connection with the raising, spending or recording of campaign funds insofar as such tasks relate to the accuracy of information entered on County campaign statements.

2.115.725 Electronic Filing; Findings and Purpose.

A. The Board of Supervisors finds that public access to campaign disclosure information is a vital and integral component of a fully informed electorate. Transparency in campaign financing is critical in order to maintain public trust and support of the political process.

B. State law requires candidates, persons supporting or opposing ballot measures and certain other types of committees to file campaign finance statements with the Registrar of Voters detailing the sources of contributions and manner of expenditure of contributions. Government Code Section 84615 authorizes local jurisdictions to require the filing of campaign statements and reports solely in an electronic form, with a specified exemption. The purpose of these laws is to assist voters in making informed electoral decisions and to assist in ensuring compliance with campaign contribution laws. In any instance in which the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the local government agency, the statement may, but is not required to, be filed electronically as provided in Government Code Section 84615.

C. Frequently, these disclosure reports are extremely lengthy. Moreover, literally hundreds of such reports are filed with the Registrar of Voters each reporting period. It is difficult for members of the public, the media and elections officials to efficiently review and compare these statements.

D. The Board of Supervisors makes the following findings in support of requiring that political committees and candidates that meet certain financial thresholds file their campaign statements electronically:

1. An electronic system reduces paper waste and time spent processing and storing paper filings, so that efforts can be focused on helping filers comply with filing requirements.

2. An electronic system is not unduly burdensome on candidates in that it reduces the need for candidates to print out and physically mail statements to the Registrar of Voters.

3. The system used by the County contains multiple safeguards to protect the integrity and security of the data.

4. An electronic system streamlines the filing process, by storing information previously entered, calculating numbers, and helping catch errors before filings are submitted, thereby reducing the need to file amendments.

5. Once the statements are placed online, they are available for public viewing free of charge and allow the public to search reports by field, including, but not limited to, election, candidate, date, contributor and expenditure.

2.115.726 Filing of Campaign Statements.

A. Whenever any elected officer, candidate or committee is required by the California Political Reform Act to file a semi-annual campaign statement, a pre-election campaign statement, an amended campaign statement, a supplemental pre-election campaign statement, a report disclosing a contribution received by or made to a candidate, local ballot measure, or an independent expenditure made for or against a candidate or local ballot measure, of \$1,000.00 or more, or in any other amount specified by Government Code Section 84615 as it may be amended from time to time, during an election cycle with the Registrar of Voters, it shall be filed electronically. The elected officer, candidate or committee shall file the statement using the electronic filing system available on the Registrar of Voters' website. The street or address or building number of the persons or entity representatives, or any bank account number, shall not be displayed online.

B. Statements or reports that are filed electronically with the Registrar of Voters pursuant to this section need not also be filed in a paper format.

C. If the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the County, the statement may, but is not required to, be filed electronically with the Registrar of Voters.

D. This requirement does not apply to any elected officer or candidate who receives contributions totaling less than \$1,000.00 and makes expenditures totaling less than \$1,000.00, in a calendar year, or in any other amount specified by Government Code Section 84615 as it may be amended from time to time.

2.115.727 Penalties for Late Filing of Campaign Statements.

A. Any person who files an electronic copy of a statement or report required by this article after the deadline imposed by the California Political Reform Act for filing the written copy of the statement or report shall be liable in the same amount and on the same terms as set forth in the Act for late filing of the written copy of the campaign statement or report.

B. Any person required to file an electronic copy of a statement or report who does not do so by the deadline imposed by the California Political Reform Act shall be notified by the Registrar of Voters of that failure no later than the expiration of 10 days following the deadline to file the statement or report. The Registrar of Voters shall notify such persons that the matter will be referred to the Sacramento County District Attorney and the Fair Political Practices Commission if the required electronic statement is not filed by the end of the 20th day following the deadline to file the electronic statement or report. The notification shall be made at the telephone number, fax line or email address on the "Campaign Statement Reporting Notification" form provided by the Registrar of Voters.

2.115.730 Duties of Registrar of Voters with Respect to Campaign Statements.

A. It shall be the duty of the Registrar of Voters to determine whether required County campaign statements have been filed. In order to fulfill this duty, if the Registrar of Voters is aware that a candidate has an obligation to file a County campaign statement and has failed to do so, the Registrar of Voters shall notify the candidate of the obligation to file a County campaign statement. In determining whether required documents have been filed, the Registrar of Voters shall not be required to conduct any investigation to determine whether or not a candidate has an obligation to file a County campaign statement.

B. It shall be the duty of the Registrar of Voters to determine whether County campaign statements filed conform on their face with the requirements of this chapter.

1. The Registrar of Voters, in determining whether County campaign statements conform on their face with the requirements of this chapter, shall not be required to seek or obtain information to verify entries on a County campaign statement.

2. The Registrar of Voters, in determining whether County campaign statements conform on their face with the requirements of this chapter, shall review:

a. All statements to ensure that they contain the full name, residential and business addresses and phone number of the candidate and the campaign treasurer.

b. All statements to ensure that they have been signed, dated and verified by the candidate and the campaign treasurer.

c. All statements to ensure that they are legible, are printed in ink or typewritten, and that reasonable reproductions can be made.

d. All statements to ensure that beginning and closing dates for the statement which are prescribed by law are accurate.

e. All statements to ensure that the following information is contained in the statement:

i. The total amount of contributions received during the period and the cumulative total amount of contributions.

ii. The total amount of campaign expenditures made during the period and the cumulative total amount of campaign expenditures.

iii. The total amount of contributions received from persons who have given one hundred dollars (\$100.00) or more.

iv. The total amount of contributions received from persons who have given less than one hundred dollars (\$100.00).

- v. The total amount of campaign expenditures of one hundred dollars (\$100.00) or more.
 - vi. The total amount of campaign expenditures under one hundred dollars (\$100.00).
 - vii. The total amount of accrued expenses of one hundred dollars (\$100.00) or more.
 - viii. The total amount of accrued expenses of less than one hundred dollars (\$100.00).
 - ix. The balance of cash and cash equivalents on hand at the beginning and end of the period.
 - x. For each person listed as contributor or lender of a cumulative amount of one hundred dollars (\$100.00) or more, the complete name, address, occupation and employer, if any (or name of business if described as self-employed), cumulative amount contributed, date and amount of contribution, and if the contribution is a loan, the written agreement required by Section 2.115.360.
 - xi. For each recipient committee listed as a contributor or lender of a cumulative amount of one hundred dollars (\$100.00) or more, in addition to the information specified in subsection (x) above, the identification number assigned to the committee by the Secretary of State or the full name and address of the treasurer of the committee.
 - xii. The following information must be provided for campaign expenditures of one hundred dollars (\$100.00) or more during the period: the complete name of the payee, the address, the amount of each expenditure, a brief description of the consideration for which the campaign expenditure was made and, if the statement indicates a person other than the payee provided the consideration, the complete name and address of the person providing the consideration.
 - xiii. The following information must be provided for accrued expenses of one hundred dollars (\$100.00) or more during the period: the complete name of the payee, the address, the amount of each expenditure, a brief description of the consideration for which the campaign expenditure was made and, if the statement indicates a person other than the payee provided the consideration, the complete name and address of the person providing the consideration.
 - xiv. For each committee listed as a recipient of a campaign expenditure of one hundred dollars (\$100.00) or more, in addition to the information specified in subsection (x) above, the identification number assigned to the committee by the Secretary of State or the full name and address of the treasurer of the committee.
 - xv. The information required by subsection A of Section 2.115.545.
- f. All statements to ensure that there are no gross or readily apparent errors in arithmetic calculations.
- C. It shall be the duty of the Registrar of Voters to accept for filing any County campaign statement which this chapter requires to be filed. In those cases where the Registrar of Voters discovers in his or her review of County campaign statements that a candidate has filed an incorrect, incomplete or illegible statement, or a statement which cannot be reproduced, he or she shall promptly notify the candidate of the error or omission. However, no notification is required in those cases in which the errors or omissions are minor ones which do not recur throughout the statement. An error or

omission in connection with the identification of a donor or intermediary is minor if such person is identified by name and either street address, occupation, employer or principal place of business. An error or omission in connection with the identification of the recipient of an expenditure or person providing consideration for an expenditure is minor if such person is identified by name.

2.115.740 Audits.

A. The Auditor-Controller may make, or have made, investigations or audits with respect to any County campaign statements required by this chapter, or any campaign accounts for either County or non-County elective office maintained by any candidate, at any time between the last day for filing a Declaration of Candidacy for a County elective office and one year following the date of the election in which a candidate is elected to that County elective office.

B. Any candidate whose campaign statements are subject to an investigation or audit by the Auditor-Controller shall provide the Auditor-Controller with all financial records, documents and any other information or material requested by the Auditor-Controller.

SECTION 8. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on _____, and on _____, further reading was waived by the unanimous vote of the Supervisors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this ____ day of _____ 202__, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

1967112

Date: May 21, 2020

To: Nav Gill
County Executive

From: Anne Marie Schubert
District Attorney



Scott Jones
Sheriff



Christina Wynn
Assessor



Subject: CAMPAIGN REFORM FOR OFFICES OF DISTRICT ATTORNEY,
SHERIFF, AND ASSESSOR

We three County-wide elected officials would like to put before the Board of Supervisors an ordinance, changing the elective offices of Sheriff, District Attorney, and Assessor from its current “no limit” for campaign contributions to \$25,000 per donor, per election period.

The reasons for this are several. First and foremost, in an era of political reform and transparency, it seems intuitive that elective offices that have no contribution limits from any source can give rise to unreasonable weight in a campaign, as well as undue influence on an office-holder. Currently, a candidate for or office-holder in any of these offices can receive unlimited funds from any source—individuals, corporations, special interests, vendors with the County, out-of-state donors, associations, political parties, etc. In order to keep elections for these offices local, pure, and non-political, we believe reasonable contribution limits have to be established.

WHY \$25,000 PER ELECTION PERIOD?

Currently, each County Supervisor can receive \$1,200 from each individual and \$2,500 from organizations for each election period. Qualifying candidates are also eligible for matching funds, up to \$37,500 per election period. Obviously, each Supervisorial District is one-fifth of the entire County, whereas elections for the three offices of Sheriff, District Attorney and Assessor are county-wide in scope. Multiplying those totals by five to reflect the aggregate of five Supervisorial districts would arrive at \$6,000 from an individual plus \$12,500 from organizations, and up to \$187,500 in matching funds. We believe establishing an overall limit of \$25,000 per donor from any source and excluding matching funds for these three offices is a reasonable balance between running a meaningful campaign and not overburdening taxpayers with matching funds.

Nav Gill
May 21, 2020
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Since there are no other county-wide elective offices for comparison, comparing it to a local CITY-wide elective office is illuminating. The Sacramento Mayor's office has contribution limits of \$3,500 from individuals and \$11,650 from any large political committee per election period (SCC 2.13.050). Likewise, a Mayoral candidate is eligible for up to \$117,000 in matching funds. Although the Mayor's office is a city-wide elective office—much like that of a Sheriff, District Attorney or Assessor for the County—it is important to remember they serve a population (and have a voting electorate) of less than one-third that of those three offices. Multiplying the Mayor's limits by three would arrive at contribution limits of \$10,500 per individual plus \$34,950 from large political committees per election period, and up to \$351,000 in matching funds. Clearly, \$25,000 per election period from any source and exclusion from matching funds seems both modest and reasonable by contrast.

CONCLUSION

Campaigns and people's expectations of candidates and office-holders have changed, and continue to evolve. Voters want to know that their public officials are accountable to them, not special interests. Sacramento County is a large county, spread out over a thousand square miles and full of diverse communities and interests. It is a challenging county to campaign effectively in, but a limit from any source of \$25,000 per election period would allow for effective and transparent campaigns, without the likelihood of shadow money or 'independent expenditure' campaigns that much smaller contribution limits would encourage. It would also maintain the confidence of the public that their candidates and office-holders are free from undue influence, political or otherwise.

We remain at your disposal to discuss this matter further or provide any additional information.

Campaign Contribution Limits of Assessor, District Attorney & Sheriff - California Counties with 1 million or more population

(Includes Sacramento County Board of Supervisors / City of Sacramento Mayor & Councilmembers)

County (1m plus population)	Person - Limit (off election cycle)	Person - Limit (on election cycle)	Org. -Limit (off election cycle)	Org. -Limit (on election cycle)	In-kind Limit	Aggregate	Independent Expenditures	Expenditure Limit	Adjustment Cycle	Comments/Notes
Alameda County (1.6M population)		\$40,000							January of odd-numbered years to reflect any cumulative increase or decrease in the CPI rounded off to the nearest hundred dollars.	Transfers from Controlled Committees: may carry over funds, without limit, from one controlled committee for county office of the candidate to a controlled committee for future election to the same county office. May transfer funds from one controlled committee for county office to a committee for election to a different county office of the same candidate. Contributions transferred pursuant to this subsection shall be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method, and these attributed contributions when aggregated with all other contributions from the same contributor may not exceed the limits. Candidate or committee controlled by that candidate shall not accept any contribution from a controlled committee of any other candidate for county office or from a committee controlled by another federal, state, or local candidate or officeholder in excess of the limits. Multiple Campaign Committees: no more than one campaign committee which shall have only one bank account out of which all qualified campaign and office holder expenses related to that county office shall be made. This section does not prevent a county candidate or an elective county officer from establishing another committee solely for the purpose of running for a state, federal, or local office.
Contra Costa County (1.1M population)		\$1,675		\$10,000 from each broad based political committee.	\$5,000 not to exceed aggregate of \$5,000 (office space)	\$50,000 total aggregate from all broad based political committees combined.				Exemptions: Notwithstanding any other provision in this chapter, it does not apply to contributions placed in a controlled committee(s) of an incumbent of a county office where: (1) That incumbent designates the committee as a committee to collect funds for purposes other than a campaign for county office; (2) Those funds are not used for any purpose related to a campaign by that incumbent; and (3) Those funds are not transferred to or used for any other committee controlled by that incumbent which raises or receives or spends money for the purposes related to a campaign for a county office.
Fresno County (1.0M population)		\$30,000								Amended Ordinance 8/18/20: adding that no person shall contribute an amount greater than \$30,000 to any candidate for any County of Fresno elective office per election. Fresno County Ordinance Code, Title 2, Chapter 2.62, section 2.62.040 "Campaign Contribution Limits" and section 2.62.055 "Penalty for violation".
Los Angeles County (10.3M population)	Assessor, DA, Sheriff cannot accept contributions for primary/general/special/runoff earlier than 18 months prior to the applicable election or later than 6 months after the election. Supervisor is 15 months prior/same rules. See fundraising limits for COVID-19 exception.	\$300 person or committee general/primary/special/runoff. Increases to \$1,500 if voluntary expenditure ceiling is accepted.	Assessor, DA, Sheriff cannot accept contributions for primary/general/special/runoff earlier than 18 months prior to the applicable election or later than 6 months after the election. Supervisor is 15 months prior/same rules. See fundraising limits for COVID-19 exception.	\$300 person or committee for gen., prime., spec., runoff. Increases to \$1,500 if voluntary expenditure ceiling is accepted. Candidate cannot accept more than \$150,000 from political action committee or political parties combined for each gen., prime., spec., runoff. No political party can contribute \$6,500 for each gen., prime., spec., runoff.				.25 cents per resident for each countywide office per federal decennial census.		Personal Funds: No limit on personal funds but does apply to spouse. Personal funds limits adjusts by four tiers when voluntary expenditure ceiling is declined & candidate declares use of personal funds between \$50,000 or less; \$51,000-\$100,000; \$101,000-\$300,000; no limit (contribution limit increases from \$1,500, \$7,500, \$15,000, unlimited, respectively). When candidate commits to personal funds limit option, for each candidate who committed to a voluntary expenditure limit, the contribution limit adjusts in various increments based on the committed personal funds amount. Attorney Fund: may have separate fund for attorney fees/defense with \$1500 limit per person per calendar year. Unspent campaign funds accumulated prior to 1996 may transfer to attorney funds and not count toward contribution limit in this section. Officeholder Accounts: Allowed a segregated account with a total of \$75,000 contribution/expenditure limit in any calendar year. No expenditures can be made 6 month is prior to primary election and ends day after primary if candidate isn't in general or day after general election if candidate is in general election. No person can contribute \$1,500 in calendar year in addition to limits in chapter. Unspent funds before 1996 primary/general election max \$10,000 can be transferred to officeholder account and doesn't count toward contribution limit in section. Officeholder funds cannot be used to pay expenses related to a campaign for county office who is a candidate for county office. Unspent Funds: unspent funds from a primary campaign may carry over to candidate's general election campaign and all expenditure/contribution limits continue to apply as if no funds carried over. Lobbyist & Tax Agent Contributions: Assessor or candidate shall not solicit or accept contributions from a tax agent and any candidate shall not accept contributions from a lobbyist when a lobbyist or tax agenda was registered or worked in capacity 12 months prior to election. Bundling contributions and contributions from committees: Bundling prohibited. Candidate may accept intra-candidate transfers and must be attributed to specific contributors using last in/first out accounting, and attributed contributions when aggregated with all other contributions from the same contributor must not exceed limits \$300 or \$1500 if committed to voluntary expenditure limit. Fundraising Time Limits: COVID-19 on Countywide & Board may accept contributions for March 3, 2020 primary up to 12 months after March primary election and may accept contributions for Nov 3, 2020 general up to 12 months after the November general election.

County (1m plus population)	Person - Limit (off election cycle)	Person - Limit (on election cycle)	Org. -Limit (off election cycle)	Org. -Limit (on election cycle)	In-kind Limit	Aggregate	Independent Expenditures	Expenditure Limit	Adjustment Cycle	Comments/Notes
Orange County (3.2M population)		\$2,100 from person/committees for general/primary/special/runoff.				Contributions from a sponsored committee are combined with contributions made by sponsor(s) of the committee not to exceed \$2,100.		\$2,100	February of each odd numbered year based on increase/decrease of CPI for "all urban consumers" for LA, Riverside, Orange Counties Urban Area. Rounded to nearest hundred dollars.	Personal Funds: Contribution limits do not apply to personal funds but shall apply to contributions from the separate property of spouse of candidate. Election Cycles: Primary/general (runoff) contributions between final date to last primary/general (runoff) whichever last for same elective office and 30 days after primary election of present election year is considered primary election contributions. If general (runoff) then contributions made 31 days after primary through Dec 31 of election year is considered general (runoff) contributions. Recall contributions after a committee is formed to support recall or after Voter Reg approves a recall petition, whichever is first, are contributions during a recall. Special election contributions after a committee is formed to support candidate for special election are contributions during a special election which ends on June 30 or Dec 31 following special election whichever is first. Multiple Campaign Committees: Candidate can have one campaign committee with one account for related elective office. Candidate can have separate committee with same account for running another office as long as bank closed 60 days within opening 2nd bank. Prohibition on contributions: No contributions shall be accepted by candidate, or controlled committees from any committee controlled by another federal, state, or local candidate or officeholder. No candidate or controlled committee, shall make a contribution to any other County candidate or elective County officer or any committee supporting or opposing a County candidate for office. County candidate can make contribution from personal funds to own candidacy or candidacy of any other candidate for elective County office. Intra-transfer Funds: This applies to funds transferred from candidate's controlled committee established for a different office to the candidate's controlled committee for an elective office. Contributions must be attributed to specific contributors using last in/first out accounting, and attributed contributions when aggregated with all other contributions from the same contributor must not exceed limits.
Riverside County (2.4M population)										Ordinance for Campaign Disclosure only (not for contribution limits). Will default to GC 85301(a)).
Sacramento City (520K population)	See comments	\$1,750 Councilmembers and \$3,500 Mayor (primary, general, special, runoff)	See comments	\$5,850 Councilmembers and \$11,650 Mayor from large political committees (primary, general, special, runoff)						Personal Funds: no limit. Other Contributions: Contributions to committees from person not to exceed \$900 & from large political party not to exceed \$3,500 in calendar year (exception if expenditures for lawful purpose). Legal Defense Fund contribution limit \$1,100. Off-election year contributions: Contributions to Officeholders in Off-election Years. Contributions to an incumbent mayor or an incumbent member of the city council made in an off-election year shall be considered contributions for the election in which the incumbent acquired his or her office, unless the contributions are accepted and deposited into a new campaign contribution account for a future election to the same or different office.
Sacramento County (1.5M population)	\$250 Board of Supervisor	\$1,200 Board of Supervisor	\$250 Board of Supervisor	\$2,500 Board of Supervisor		\$40,000 Board of Supervisor (each off election year)		\$75,000 Board of Supervisor (if public financing is accepted)	October 1, 2021 and each odd year on Oct 1 thereafter Board may authorize an adjustment of person, organization, aggregate limits based on CPI for Urban Consumers.	Ordinance Campaign Reform for Board of Supervisors only (does not apply to Assessor, District Attorney, Sheriff).
San Bernardino County (2.1M population)		\$3,000 (GC 85301(a))		\$3,000 (GC 85301(a))						Ordinance Campaign Disclosure refers to contribution limits per GC 85301(a)).

County (1m plus population)	Person - Limit (off election cycle)	Person - Limit (on election cycle)	Org. -Limit (off election cycle)	Org. -Limit (on election cycle)	In-kind Limit	Aggregate	Independent Expenditures	Expenditure Limit	Adjustment Cycle	Comments/Notes
San Diego County (3.3M population)	May raise contributions for general prior to primary if setting aside to use for general. May accept contributions after election if doesn't exceed net debts outstanding from election or exceed contribution limit. May carryover contributions to pay expenditures incurred with a subsequent election for same office.	\$500		\$50,000 (political party committee)					Adjusted odd-numbered year to CPI-U San Diego Region rounded to nearest \$50	No person, other than an individual, a professional corporation that includes only one individual or a political party, shall make a contribution to any candidate or controlled committee (ballot/measure contribution limits excluded). If professional corp includes 1 person, that person shall not contribute to that person's individual capacity that if combined with contributions as a prof. corporation exceeds individual limit. Personal Funds: \$100,000 limit contributions/expenditures.
Santa Clara County (1.9M population)		\$500 or \$1,000 if expenditure limits accepted		\$500 or \$1,000 if expenditure limits accepted				Voluntary expenditure ceiling for expenditures up to \$500,000 for controlled committees per election accepting expenditure of personal funds by candidate and subject to \$1,000 contribution limit.		Cannot accept a contribution or contributions totaling \$1,000 per calendar year to defray expenses related to holding office - may use contributions made to officeholder funds but many not use officeholder funds to pay campaign expenses per Title 2 Section 18525(a)(1)-(4). Unspent Funds: past campaign unspent funds do not count towards contribution limits. Personal contributions: Contributions limits do not apply to personal funds or personal loans made by the candidate for campaign or officeholder purposes.

Assembly Bill No. 571

CHAPTER 556

An act to amend and repeal Sections 10003 and 10202 of the Elections Code, and to amend Section 85301 of, to amend, repeal, and add Sections 85305, 85306, 85307, 85315, 85316, 85317, and 85318 of, and to add Section 85702.5 to, the Government Code, relating to the Political Reform Act of 1974.

[Approved by Governor October 8, 2019. Filed with Secretary
of State October 8, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 571, Mullin. Political Reform Act of 1974: contribution limits.

The Political Reform Act of 1974 prohibits a person, other than a small contributor committee or political party committee, from making to a candidate for elective state office, for statewide elective office, or for the office of Governor, and prohibits those candidates from accepting from a person, a contribution totaling more than a specified amount per election. For a candidate for elective state office other than a candidate for statewide elective office, the limitation on contributions is \$3,000 per election, as that amount is adjusted by the Fair Political Practices Commission in January of every odd-numbered year.

Existing law authorizes a county, city, or district to limit campaign contributions in local elections. Existing law authorizes the governing board of a school district or of a community college district to limit campaign expenditures or contributions in elections to district offices. The act specifies that it does not prevent the Legislature or any other state or local agency from imposing additional requirements on a person if the requirements do not prevent the person from complying with the act, and that the act does not nullify contribution limitations or prohibitions by any local jurisdiction that apply to elections for local elective office, as specified.

This bill, commencing January 1, 2021, instead would prohibit a person from making to a candidate for elective county or city office, and would prohibit a candidate for elective county or city office from accepting from a person, a contribution totaling more than the amount set forth in the act for limitations on contributions to a candidate for elective state office. This bill would also authorize a county or city to impose a limitation that is different from the limitation imposed by this bill. This bill would make specified provisions of the act relating to contribution limitations applicable to a candidate for a elective county or city office, except as specified.

The act makes a violation of its provisions punishable as a misdemeanor and subject to specified penalties.

This bill would add the contribution limitation imposed by the bill to the act's provisions, thereby making a violation of the limitation punishable as a misdemeanor and subject to specified penalties. However, the bill would specify that a violation of a limitation imposed by a local government is not subject to the act's enforcement provisions. The bill would authorize a local government that imposes a limitation that is different from the limitation imposed by this bill to adopt enforcement standards for a violation of the limitation imposed by the local government agency, including administrative, civil, or criminal penalties. By expanding the scope of an existing crime with regard to a violation of a contribution limitation imposed by the bill, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The Political Reform Act of 1974, an initiative measure, provides that the Legislature may amend the act to further the act's purposes upon a $\frac{2}{3}$ vote of each house of the Legislature and compliance with specified procedural requirements.

This bill would declare that it furthers the purposes of the act.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) Most states impose limitations on contributions to candidates for elective county and city offices. California is among the minority of states without these contribution limitations.

(b) Most counties and cities in this state have not independently imposed limitations on contributions to candidates for elective offices in those jurisdictions.

(c) In counties and cities in this state that have not imposed limitations on contributions, candidates for elective offices in those jurisdictions often receive contributions that would exceed the limitations for a state Senate campaign, even though most counties and cities contain far fewer people than the average state Senate district.

(d) In counties and cities in this state that have not imposed limitations on contributions, candidates for elective office in those jurisdictions sometimes raise 40 percent or more of their total campaign funds from a single contributor.

(e) A system allowing unlimited contributions to a candidate for elective county or city office creates the risk and the perception that elected officials in those jurisdictions are beholden to their contributors and will act in the best interest of those contributors at the expense of the people.

(f) This state has a statewide interest in preventing actual corruption and the appearance of corruption at all levels of government.

(g) This act establishes a limitation on contributions to a candidate for elective office in a city or county in which the local government has not established a limitation. However, a local government may establish a different limitation that is more precisely tailored to the needs of its communities.

SEC. 2. Section 10003 of the Elections Code is amended to read:

10003. (a) A county may by ordinance or resolution limit campaign contributions in county elections.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 3. Section 10202 of the Elections Code is amended to read:

10202. (a) A city may, by ordinance or resolution, limit campaign contributions in municipal elections.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 4. Section 85301 of the Government Code is amended to read:

85301. (a) A person, other than a small contributor committee or political party committee, shall not make to a candidate for elective state office other than a candidate for statewide elective office, and a candidate for elective state office other than a candidate for statewide elective office shall not accept from a person, a contribution totaling more than three thousand dollars (\$3,000) per election.

(b) Except to a candidate for Governor, a person, other than a small contributor committee or political party committee, shall not make to a candidate for statewide elective office, and except a candidate for Governor, a candidate for statewide elective office shall not accept from a person other than a small contributor committee or a political party committee, a contribution totaling more than five thousand dollars (\$5,000) per election.

(c) A person, other than a small contributor committee or political party committee, shall not make to a candidate for Governor, and a candidate for Governor shall not accept from any person other than a small contributor committee or political party committee, a contribution totaling more than twenty thousand dollars (\$20,000) per election.

(d) (1) A person shall not make to a candidate for elective county or city office, and a candidate for elective county or city office shall not accept from a person, a contribution totaling more than the amount set forth in subdivision (a) per election, as that amount is adjusted by the Commission pursuant to Section 83124. This subdivision does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(2) This subdivision shall become operative on January 1, 2021.

(e) The provisions of this section do not apply to a candidate's contributions of the candidate's personal funds to the candidate's own campaign.

SEC. 5. Section 85305 of the Government Code is amended to read:

85305. (a) A candidate for elective state office or committee controlled by that candidate shall not make any contribution to any other candidate for elective state office in excess of the limits set forth in subdivision (a) of Section 85301.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 6. Section 85305 is added to the Government Code, to read:

85305. (a) A candidate for elective state, county, or city office or committee controlled by that candidate shall not make a contribution to any other candidate for elective state, county, or city office in excess of the limits set forth in subdivision (a) of Section 85301. This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(b) This section shall become operative on January 1, 2021.

SEC. 7. Section 85306 of the Government Code is amended to read:

85306. (a) A candidate may transfer campaign funds from one controlled committee to a controlled committee for elective state office of the same candidate. Contributions transferred shall be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method, and these attributed contributions when aggregated with all other contributions from the same contributor may not exceed the limits set forth in Section 85301 or 85302.

(b) Notwithstanding subdivision (a), a candidate for elective state office, other than a candidate for statewide elective office, who possesses campaign funds on January 1, 2001, may use those funds to seek elective office without attributing the funds to specific contributors.

(c) Notwithstanding subdivision (a), a candidate for statewide elective office who possesses campaign funds on November 6, 2002, may use those funds to seek elective office without attributing the funds to specific contributors.

(d) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 8. Section 85306 is added to the Government Code, to read:

85306. (a) A candidate may transfer campaign funds from one controlled committee to a controlled committee for elective state, county, or city office of the same candidate. Contributions transferred shall be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method, and these attributed contributions when aggregated with all other contributions from the same contributor shall not exceed the limits set forth in Section 85301 or 85302.

(b) Notwithstanding subdivision (a), a candidate for elective state office, other than a candidate for statewide elective office, who possesses campaign funds on January 1, 2001, may use those funds to seek elective office without attributing the funds to specific contributors.

(c) Notwithstanding subdivision (a), a candidate for statewide elective office who possesses campaign funds on November 6, 2002, may use those funds to seek elective office without attributing the funds to specific contributors.

(d) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(e) This section shall become operative on January 1, 2021.

SEC. 9. Section 85307 of the Government Code is amended to read:

85307. (a) The provisions of this article regarding loans apply to extensions of credit, but do not apply to loans made to a candidate by a commercial lending institution in the lender's regular course of business on terms available to members of the general public for which the candidate is personally liable.

(b) Notwithstanding subdivision (a), a candidate for elective state office shall not personally loan to the candidate's campaign, including the proceeds of a loan obtained by the candidate from a commercial lending institution, an amount, the outstanding balance of which exceeds one hundred thousand dollars (\$100,000). A candidate shall not charge interest on any loan the candidate made to the candidate's campaign.

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 10. Section 85307 is added to the Government Code, to read:

85307. (a) The provisions of this article regarding loans apply to extensions of credit, but do not apply to loans made to a candidate by a commercial lending institution in the lender's regular course of business on terms available to members of the general public for which the candidate is personally liable.

(b) Notwithstanding subdivision (a), a candidate for elective state, county, or city office shall not personally loan to the candidate's campaign, including the proceeds of a loan obtained by the candidate from a commercial lending institution, an amount, the outstanding balance of which exceeds one hundred thousand dollars (\$100,000). A candidate shall not charge interest on any loan the candidate made to the candidate's campaign. This subdivision does not apply to a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(c) This section shall become operative on January 1, 2021.

SEC. 11. Section 85315 of the Government Code is amended to read:

85315. (a) Notwithstanding any other provision of this chapter, an elected state officer may establish a committee to oppose the qualification of a recall measure, and the recall election. This committee may be established when the elected state officer receives a notice of intent to recall pursuant to Section 11021 of the Elections Code. An elected state officer may accept campaign contributions to oppose the qualification of a recall measure, and if qualification is successful, the recall election, without regard to the campaign contributions limits set forth in this chapter. The voluntary

expenditure limits do not apply to expenditures made to oppose the qualification of a recall measure or to oppose the recall election.

(b) After the failure of a recall petition or after the recall election, the committee formed by the elected state officer shall wind down its activities and dissolve. Any remaining funds shall be treated as surplus funds and shall be expended within 30 days after the failure of the recall petition or after the recall election for a purpose specified in subdivision (b) of Section 89519.

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 12. Section 85315 is added to the Government Code, to read:

85315. (a) Notwithstanding any other provision of this chapter, an elected state, county, or city officer may establish a committee to oppose the qualification of a recall measure, and the recall election. This committee may be established when the elected state, county, or city officer receives a notice of intent to recall pursuant to Section 11021 of the Elections Code. An elected state, county, or city officer may accept campaign contributions to oppose the qualification of a recall measure, and if qualification is successful, the recall election, without regard to the campaign contribution limits set forth in this chapter. The voluntary expenditure limits do not apply to expenditures made to oppose the qualification of a recall measure or to oppose the recall election.

(b) After the failure of a recall petition or after the recall election, the committee formed by the elected state, county, or city officer shall wind down its activities and dissolve. Any remaining funds shall be treated as surplus funds and shall be expended within 30 days after the failure of the recall petition or after the recall election for a purpose specified in subdivision (b) of Section 89519.

(c) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(d) This section shall become operative on January 1, 2021.

SEC. 13. Section 85316 of the Government Code is amended to read:

85316. (a) Except as provided in subdivision (b), a contribution for an election may be accepted by a candidate for elective state office after the date of the election only to the extent that the contribution does not exceed net debts outstanding from the election, and the contribution does not otherwise exceed the applicable contribution limit for that election.

(b) Notwithstanding subdivision (a), an elected state officer may accept contributions after the date of the election for the purpose of paying expenses associated with holding the office provided that the contributions are not expended for any contribution to any state or local committee. Contributions received pursuant to this subdivision shall be deposited into a bank account established solely for the purposes specified in this subdivision.

(1) A person shall not make, and an elected state officer shall not receive from a person, a contribution pursuant to this subdivision totaling more than the following amounts per calendar year:

(A) Three thousand dollars (\$3,000) in the case of an elected state officer of the Assembly or Senate.

(B) Five thousand dollars (\$5,000) in the case of a statewide elected state officer other than the Governor.

(C) Twenty thousand dollars (\$20,000) in the case of the Governor.

(2) An elected state officer shall not receive contributions pursuant to paragraph (1) that, in the aggregate, total more than the following amounts per calendar year:

(A) Fifty thousand dollars (\$50,000) in the case of an elected state officer of the Assembly or Senate.

(B) One hundred thousand dollars (\$100,000) in the case of a statewide elected state officer other than the Governor.

(C) Two hundred thousand dollars (\$200,000) in the case of the Governor.

(3) Any contribution received pursuant to this subdivision shall be deemed to be a contribution to that candidate for election to any state office that the candidate may seek during the term of office to which the candidate is currently elected, including, but not limited to, reelection to the office the candidate currently holds, and shall be subject to any applicable contribution limit provided in this title. If a contribution received pursuant to this subdivision exceeds the allowable contribution limit for the office sought, the candidate shall return the amount exceeding the limit to the contributor on a basis to be determined by the Commission. None of the expenditures made by elected state officers pursuant to this subdivision shall be subject to the voluntary expenditure limitations in Section 85400.

(4) The Commission shall adjust the calendar year contribution limitations and aggregate contribution limitations set forth in this subdivision in January of every odd-numbered year to reflect any increase or decrease in the Consumer Price Index. Those adjustments shall be rounded to the nearest one hundred dollars (\$100).

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 14. Section 85316 is added to the Government Code, to read:

85316. (a) Except as provided in subdivision (b), a contribution for an election may be accepted by a candidate for elective state, county, or city office after the date of the election only to the extent that the contribution does not exceed net debts outstanding from the election, and the contribution does not otherwise exceed the applicable contribution limit for that election.

(b) Notwithstanding subdivision (a), an elected state officer may accept contributions after the date of the election for the purpose of paying expenses associated with holding the office provided that the contributions are not expended for any contribution to any state or local committee. Contributions received pursuant to this subdivision shall be deposited into a bank account established solely for the purposes specified in this subdivision.

(1) A person shall not make, and an elected state officer shall not receive from a person, a contribution pursuant to this subdivision totaling more than the following amounts per calendar year:

(A) Three thousand dollars (\$3,000) in the case of an elected state officer of the Assembly or Senate.

(B) Five thousand dollars (\$5,000) in the case of a statewide elected state officer other than the Governor.

(C) Twenty thousand dollars (\$20,000) in the case of the Governor.

(2) An elected state officer shall not receive contributions pursuant to paragraph (1) that, in the aggregate, total more than the following amounts per calendar year:

(A) Fifty thousand dollars (\$50,000) in the case of an elected state officer of the Assembly or Senate.

(B) One hundred thousand dollars (\$100,000) in the case of a statewide elected state officer other than the Governor.

(C) Two hundred thousand dollars (\$200,000) in the case of the Governor.

(3) Any contribution received pursuant to this subdivision shall be deemed to be a contribution to that candidate for election to any state office that the candidate may seek during the term of office to which the candidate is currently elected, including, but not limited to, reelection to the office the candidate currently holds, and shall be subject to any applicable contribution limit provided in this title. If a contribution received pursuant to this subdivision exceeds the allowable contribution limit for the office sought, the candidate shall return the amount exceeding the limit to the contributor on a basis to be determined by the Commission. The expenditures made by elected state officers pursuant to this subdivision shall not be subject to the voluntary expenditure limitations in Section 85400.

(4) The Commission shall adjust the calendar year contribution limitations and aggregate contribution limitations set forth in this subdivision in January of every odd-numbered year to reflect any increase or decrease in the Consumer Price Index. Those adjustments shall be rounded to the nearest one hundred dollars (\$100).

(c) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(d) This section shall become operative on January 1, 2021.

SEC. 15. Section 85317 of the Government Code is amended to read:

85317. (a) Notwithstanding subdivision (a) of Section 85306, a candidate for elective state office may carry over contributions raised in connection with one election for elective state office to pay campaign expenditures incurred in connection with a subsequent election for the same elective state office.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 16. Section 85317 is added to the Government Code, to read:

85317. (a) Notwithstanding subdivision (a) of Section 85306, a candidate for elective state, county, or city office may carry over contributions raised in connection with one election for elective state, county, or city office to pay campaign expenditures incurred in connection with a subsequent election for the same elective state, county, or city office. This section does not apply

in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(b) This section shall become operative on January 1, 2021.

SEC. 17. Section 85318 of the Government Code is amended to read:

85318. (a) A candidate for elective state office may raise contributions for a general election before the primary election, and for a special general election before a special primary election, for the same elective state office if the candidate sets aside these contributions and uses these contributions for the general election or special general election. If the candidate for elective state office is defeated in the primary election or special primary election, or otherwise withdraws from the general election or special general election, the general election or special general election funds shall be refunded to the contributors on a pro rata basis less any expenses associated with the raising and administration of general election or special general election contributions. Notwithstanding Section 85201, candidates for elective state office may establish separate campaign contribution accounts for the primary and general elections or special primary and special general elections.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 18. Section 85318 is added to the Government Code, to read:

85318. (a) A candidate for elective state, county, or city office may raise contributions for a general election before the primary election, and for a special general election before a special primary election, for the same elective state, county, or city office if the candidate sets aside these contributions and uses these contributions for the general election or special general election. If the candidate for elective state, county, or city office is defeated in the primary election or special primary election, or otherwise withdraws from the general election or special general election, the general election or special general election funds shall be refunded to the contributors on a pro rata basis less any expenses associated with the raising and administration of general election or special general election contributions. Notwithstanding Section 85201, candidates for elective state, county, or city office may establish separate campaign contribution accounts for the primary and general elections or special primary and special general elections.

(b) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(c) This section shall become operative on January 1, 2021.

SEC. 19. Section 85702.5 is added to the Government Code, to read:

85702.5. (a) A county or city may, by ordinance or resolution, impose a limit on contributions to a candidate for elective county or city office that is different from the limit set forth in subdivision (d) of Section 85301. The limitation may also be imposed by means of a county or city initiative measure.

(b) A county or city that establishes a contribution limit pursuant to subdivision (a) may adopt enforcement standards for a violation of that limit, which may include administrative, civil, or criminal penalties.

(c) The Commission is not responsible for the administration or enforcement of a contribution limit adopted pursuant to subdivision (a).

(d) This section shall become operative on January 1, 2021. A county or city's limit on contributions to a candidate for elective county or city office that is in effect on the operative date of this section shall be deemed to be a limit imposed pursuant to subdivision (a).

SEC. 20. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SEC. 21. The Legislature finds and declares that this bill furthers the purposes of the Political Reform Act of 1974 within the meaning of subdivision (a) of Section 81012 of the Government Code.

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
September 1, 2020
Timed Item: 10:00 a.m.

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive

From: Florence Evans, Clerk of the Board

Subject: Introduce An Ordinance Amending Various Sections Within Chapters 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections And Continue The Ordinance To September 22, 2020, For Adoption

District(s): All

RECOMMENDED ACTION

1. Consider a request from the elected offices of the Assessor, District Attorney and Sheriff to establish campaign contributions limits.
2. Consider introducing an ordinance amending various sections within Chapter 2.115 of the Sacramento County Code related to campaign contribution limits and deleting Articles 5 and 6 of that chapter related to public finance of elections and continuing the ordinance to September 22, 2020 for adoption.

BACKGROUND

The Assessor, District Attorney and Sheriff are requesting an ordinance to establish campaign contribution limits for those respective elected offices. The attached memorandum includes more detail about the request. In summary, the request is to establish a \$25,000 limit from a person or organization during any election period. The Board of Supervisors have a Campaign Reform Ordinance, which includes campaign limits for Board of Supervisor members, but does not address campaign contribution limits for the Assessor, District Attorney and Sheriff.

The Sacramento County Code contains a provision limiting campaign contributions to \$250 in a single off-election year or \$1,200 in a primary election, general election or special election. (SCC §2.115.300(A).) However, these limitations only apply to the Board of Supervisors. (SCC §2.115.225.)

Introduce An Ordinance Amending Various Sections Within Chapters 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections And Continue The Ordinance To September 22, 2020, For Adoption
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In 2019, the California Legislature passed Assembly Bill 571 (AB 571), which amends California Government Code section 85301 to state that a candidate for elective county office cannot accept a contribution from an individual greater than \$3,000 per election. (Govt. Code § 85301(d)(1).) AB 571 legislature declared, "This act establishes a limitation on contributions to a candidate for elective office in a city or county in which the local government has not established a limitation. However, a local government may establish a different limitation that is more precisely tailored to the needs of its communities." In other words, the "limit" is \$3,000 unless the Board establishes a different "limit" either higher or lower, but a limit nonetheless. (See Govt. Code § 85702.5.) The rest of the legislative findings supports this conclusion.

Therefore, in the case of the Assessor, District Attorney and Sheriff, absent a different limit set by the Board of Supervisors, the limitation provisions of AB 571 will apply to these three elected offices on January 1, 2021. AB 571 neither alters current local contribution limits, nor does it limit how a city or county sets its own contribution limits in the future by resolution, ordinance or initiative after AB 571 becomes effective on January 1, 2021. The Assessor, District Attorney, and Sheriff are requesting that the Board of Supervisors set a limit of \$25,000 per person or organization, per election period. Based on research, setting a contribution limit is consistent with other counties that have a population of one million or higher.

The attached memorandum states "Qualifying candidates are also eligible for matching funds, up to \$37,500 per election period." This statement likely refers to the "Campaign Reform Fund" created in the late 1980's to address campaign reform issues in Sacramento County. (SCC Chapter 2.115, Articles 5 & 6.) The Sacramento County Code provides that in certain situations a candidate shall qualify to receive payments from the Campaign Reform Fund up to \$37,000 of County matching funds per candidate per election. (SCC §2.115.530.) However, because of litigation¹ challenging the public campaign contributions portions of Chapter 2.115 of the Sacramento County Code, public financing of elections in Sacramento County never occurred. Similarly, in a 2019 case, the Court of Appeals struck down a state law that amended the Political Reform Act to permit spending public money on political campaigns. Therefore, in California, spending public money on political campaigns is arguably not allowed and the Board could consider

¹ In *County of Sacramento v. Fair Political Practices Commission* (1990) 222 Cal.App.3d 687, the Court of Appeal denied a petition by Sacramento County to restrain the Fair Political Practices Commission from enforcing Government Code section 85300, which prohibits a public officer from expending or a candidate from accepting public moneys for the purpose of seeking elective office. The court held that campaign financing of election contests, both state and local, is a matter of statewide concern and thus beyond the purview of County regulation.

Introduce An Ordinance Amending Various Sections Within Chapters 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections And Continue The Ordinance To September 22, 2020, For Adoption
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deleting the provisions of the Sacramento County Code, Articles 5 and 6 relating to public financing. Alternatively, the Board could leave these provisions in the County Code in the event future public finance bills are enacted by the State Legislature. The County currently does not fund the "Campaign Reform Fund" so no public funding for elections occurs.

County Counsel concurs with these recommendations.

FINANCIAL ANALYSIS

There is no impact to the General Fund. The Fair Political Practices Commission establishes financial reporting requirements, forms and calendars.

Attachments:

ATT 1 – SCC 2.115 Campaign Reform Strikethrough

ATT 2 – SCC 2.115 Campaign Reform

ATT 3 – Memorandum from Assessor, District Attorney, Sheriff

SCC NO. _____

**AN ORDINANCE OF THE SACRAMENTO COUNTY CODE RELATING TO
CAMPAIGN REFORM**

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

SECTION 1. Article 1, sections 2.115.100 through 2.115.100 of Chapter 2.115,
Title 2, of the Sacramento County Code are amended to read as follows:

Article 1 General Provisions

2.115.100 Title.

This chapter shall be known as the Sacramento County Election Reform Act of 1986.

2.115.110 Findings.

The people find and declare the following:

A. Candidates are now frequently dependent on large contributions from wealthy individuals and interest groups for campaign finances. Individuals and interest groups who make large contributions frequently enjoy disproportionate access to public officials and influence in government decision making. Large contributions impede the solicitation or making of small contributions.

B. Inherent in the high cost of election campaigning is the problem of improper influence, real or potential, exercised by campaign contributors over elected officials.

C. It is the policy of this County to foster broad-based citizen involvement in financing election campaigns.

D. It is the policy of this County to protect the integrity of the electoral process.

E. The best interests of the citizens of this County are served by reducing the direct and indirect costs of campaigns. Substantial indirect costs accrue to the public when special interests pass on legislative and campaign related expenses thereby increasing the costs of goods and services to the public.

F. Individuals have a right to expend their own personal resources without limitation to advance their own candidacy, pursuant to the guarantee of freedom of speech encompassed in the First Amendment of the United States Constitution, and the public has a right to ensure the fullest and most thorough discussion and debate of public issues during an election campaign by expending public funds to secure the widest possible dissemination of information from diverse and antagonistic sources to ensure an unfettered interchange of ideas.

G. Because of the countywide nature of the offices of the Assessor, District Attorney and the Sheriff, the County desires to impose higher campaign contribution limits for those three offices than the limits for the Board of Supervisors.

2.115.120 Purpose.

The people also enact this chapter to accomplish the following purposes:

A. To foster an orderly political forum in which individuals may express themselves effectively.

B. To place realistic and enforceable limits on the amounts of money that may be contributed to political campaigns for elective County office.

C. To secure the widest possible dissemination of information from diverse and antagonistic sources to ensure an unfettered interchange of ideas.

D. To limit the use of loans and credit in the financing of political campaigns for elective County office.

SECTION 2. Article 2, sections 2.115.200 through 2.115.280 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 2 Definitions**2.115.200 Other Definitions.**

Unless the term is specifically defined in this chapter or the contrary is stated or clearly appears from the context, the definitions set forth in the Political Reform Act of 1974 (Government Code Section 81000 et seq.), and any administrative regulations adopted pursuant thereto, shall govern the interpretation of this chapter.

2.115.205 Campaign Expenditure.

“Campaign Expenditure” means any expenditure, or transfer of anything of value to any person, by a candidate for a political purpose. Any expenditure from a campaign fund for any County elective office shall be conclusively presumed to be a campaign expenditure for purposes of this chapter.

2.115.210 Campaign Reform Fund.

“Campaign Reform Fund” means those funds in the Campaign Reform Budget Unit established pursuant to Article 6.

2.115.215 Candidate.

“Candidate” means a candidate for County ~~e~~Elective ~~e~~Office or Countywide Elective Office, the candidate’s campaign committee, committee(s) controlled by the candidate, agents of the candidate, and any person acting at the behest of a candidate.

An incumbent shall be presumed to be a candidate unless he or she files a written statement with the Registrar of Voters stating that he or she does not intend to be a candidate at the next election for his or her office.

2.115.220 County Campaign Statement.

“County Campaign Statement” means the statement which must be filed with the Registrar of Voters by candidates for County ~~e~~Elective ~~e~~Office or Countywide Elective Office pursuant to this chapter.

2.115.225 County Elective Office.

“County Elective Office” means the offices held by the members of the Board of Supervisors.

2.115.230 Countywide Elective Office.

“Countywide Elective Office” means the offices of the Assessor, the District Attorney and the Sheriff.

2.115.2350 Direct Campaign Expenditure.

“Direct Campaign Expenditure” means a campaign expenditure to pay for the printing of campaign literature, television, radio, newspaper and billboard advertising, and postage. Campaign literature shall include lawn signs, bumper stickers, buttons and similar items. “Direct campaign expenditure” shall not include production costs or consultant’s fees but shall be limited to the cost of printing campaign literature and purchasing air time or advertising space.

2.115.24035 For a Political Purpose.

“For a Political Purpose” means an action by a candidate for the purpose of influencing, or attempting to influence, either directly or indirectly, the actions of the voters for or against the election of that candidate or any other candidate for the same County elective office.

2.115.2450 General Election Period.

“General Election Period” means from April 1 through December 31 of the year in which the election for a County elective office is held; except in the event that a candidate for County elective office receives a majority of votes cast in the primary election, the general election period shall be considered to be an off-election year for purposes of applicable contribution limitations.

2.115.25045 Indirect Campaign Expenditure.

“Indirect Campaign Expenditure” means any campaign expenditure, other than a direct campaign expenditure, that is authorized pursuant to Chapter 5 (commencing with Section 12400) of Division 9 of the Elections Code.

2.115.2550 Off-Election Year.

Except as otherwise provided by this Article, “Off-Election Year” means each of the three years during the term of a County elective office in which an election for that office is not held; except in the event that a candidate for County elective office receives a majority of votes cast in the primary election, the general election period shall be considered to be an off-election year for purposes of applicable contribution limitations.

2.115.26055 Organization.

“Organization” means a proprietorship, labor union, firm, partnership, joint venture, syndicate, business trust, company, corporation, association or committee which has 25 or more employees, shareholders, contributors or members.

2.115.2650 Person.

“Person” means an individual or any proprietorship, labor union, firm, partnership, joint venture, syndicate, business trust, company, corporation, association or committee which does not constitute an organization pursuant to Section 2.115.255260.

2.115.27065 Primary Election Period.

“Primary Election Period” means from October 1 through December 31 of the year preceding, and January 1 through March 31 of the year in which the election for a county elective office is held.

2.115.2750 Special Election Period.

“Special Election Period” means from the time a County elective office has become vacant through the date of the special election for that County elective office.

2.115.28075 Special Runoff Election Period.

“Special Runoff Election Period” means from the day after a special election for a County elective office through fifty-eight (58) days after the special runoff election for that office.

2.115.2850 State Campaign Statement.

“State Campaign Statement” means an itemized report which is prepared on a form prescribed by the Fair Political Practices Commission and which provides the information required by Chapter 4 of Title 9 of the Government Code.

SECTION 3. Article 3, sections 2.115.300 through 2.115.390 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 3 Contribution Limitations

2.115.290 Contribution Limitations for Countywide Elective Office for Persons Other than Organizations.

A. No person shall make to any candidate for Countywide Elective Office, and no such candidate for Countywide Elective Office shall accept from any person, a contribution or contributions totaling more than twenty-five thousand dollars (\$25,000) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. For purposes of this section, two or more entities shall be treated as one person when any of the following circumstances apply:

1. The entities share the majority of members of their governing board;
2. The entities share two or more officers;
3. The entities are owned or controlled by the same majority shareholder or shareholders; or
4. The entities are in a parent-subsidiary relationship.

C. For purposes of this section, an individual and any general partnership in which the individual is a general partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

D. Notwithstanding the provisions of subsections B and C hereof, a candidate shall not be deemed to be in violation of this section if he or she accepts a contribution from a person that was made to such candidate in violation of subsections B and C. It is the intent of this section to make contributors, and not candidates, liable for violations of this section occurring as a result of the applicability of subsections B and C to a contribution.

2.115.295 Contribution Limitations by Organizations to Candidates for County Elective Office.

A. An organization shall not make to any candidate for County Elective Office, and no candidate for County Elective Office shall accept from any organization, a contribution or contributions totaling more than a contribution or contributions totaling more than twenty-five thousand dollars (\$25,000) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. A candidate shall not be deemed to be in violation of this section if he or she accepts a contribution that exceeds the contribution limitations for persons set forth in Section 2.115.290, but conforms to the contribution limitation for organizations set forth in this section, from an entity that does not constitute an organization within the meaning of Section 2.115.260. It is the intent of this section to make the entity and the individuals or persons making up the entity, and not the candidate, liable for violations of this section occurring as a result of an entity not constituting an organization making a contribution in excess of the limitations set forth in Section 2.115.290.

2.115.300 Contribution Limitations for County Elective Office for Persons Other Than Organizations.

A. No person shall make to any candidate for County Elective Office, and no such candidate for County Elective Office shall accept from any person, a contribution or contributions totaling more than two hundred fifty dollars (\$250.00) in any single off-election year or one thousand two hundred dollars (\$1,200.00) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

~~B. To the extent that a candidate receives a contribution in excess of the limit imposed in subsection A, such candidate shall remit any amount in excess of the limitations set forth in subsection A to the Registrar of Voters for deposit in the Campaign Reform Fund, or return such amount to the donor, no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.~~

B~~E~~. For purposes of this section, ~~and Section 2.115.450,~~ two or more entities shall be treated as one person when any of the following circumstances apply:

1. The entities share the majority of members of their governing board;
2. The entities share two or more officers;
3. The entities are owned or controlled by the same majority shareholder or shareholders; or
4. The entities are in a parent-subsidary relationship.

C~~D~~. For purposes of this section, ~~and Section 2.115.450,~~ an individual and any general partnership in which the individual is a general partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

D~~E~~. Notwithstanding the provisions of subsections ~~C-B~~ and ~~D-C~~ hereof, a candidate shall not be deemed to be in violation of this section if he or she accepts a contribution from a person that was made to such candidate in violation of subsections ~~C-B~~ and ~~D-C~~. It is the intent of this section to make contributors, and not candidates, liable for violations of this section occurring as a result of the applicability of subsections ~~C-B~~ and ~~D-C~~ to a contribution.

2.115.310 Contribution Limitations by Organizations to Candidates for County Elective Office.

A. An organization shall not make to any candidate for County Elective Office, and no candidate for County Elective Office shall accept from any organization, a contribution or contributions totaling more than two hundred fifty dollars (\$250.00) in any single off-election year or two thousand five hundred dollars (\$2,500.00) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. To the extent that a candidate receives a contribution in excess of the limits imposed in subsection A, such candidate shall remit any amount in excess of the limitations set forth in subsection A to the Registrar of Voters for deposit in the Campaign Reform Fund, or return such amount to the donor, no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. A candidate shall not be deemed to be in violation of this section if he or she accepts a contribution that exceeds the contribution limitations for persons set forth in Section 2.115.300, but conforms to the contribution limitation for organizations set forth in this section, from an entity that does not constitute an organization within the meaning of Section 2.115.260~~55~~. It is the intent of this section to make the entity and the individuals or persons making up the entity, and not the candidate, liable for violations of this section occurring as a result of an entity not constituting an organization making a contribution in excess of the limitations set forth in Section 2.115.300.

2.115.315 Written Solicitations by Candidates.

Any candidate making a written solicitation for a contribution for his or her campaign for County ~~e~~Elective ~~e~~Office or Countywide Elective Office shall include the following written warning in no less than ten point type on each such solicitation:

“WARNING

Chapter 2.115 of the Sacramento County Code regulates contributions to campaigns for County ~~elective~~-office. Before making a contribution to my campaign, please read Chapter 2.115, and in particular Sections 2.115.~~255~~260, 2.115.~~260~~265, 2.115.290, 2.115.295, 2.115.300 and 2.115.310, to determine if your contribution complies with Chapter 2.115.”

2.115.320 Aggregate Contribution Limitations.

A. Except as provided for in subsection C, no candidate for County Elective Office shall accept contributions totaling more than forty thousand dollars (\$40,000.00) in any single off-election year. The intent of this section is to impose an absolute limit of forty thousand dollars (\$40,000.00) on the total amount of contributions from all sources received by any incumbent or candidate in any single off-election year, even if no single contribution exceeds the contribution limits set forth in Sections 2.115.300 and 2.115.310.

B. To the extent that a candidate receives contributions in any single off-election year in excess of the limit imposed by subsection A-, such candidate shall ~~remit any amount in excess of the limitation set forth in subsection A to the Registrar of Voters for deposit in the Campaign Reform Fund, or to~~ return such amount to the donor, no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. Notwithstanding the provisions of subsection A, a contribution received by a candidate for County Elective Office in an off-election year that is used to repay a loan received by the candidate in the previous election cycle, which loan constituted a contribution subject to the provisions of this chapter, shall not be subject to the forty thousand dollar (\$40,000.00) aggregate off-election year contribution limitation.

2.115.325 Statement of Intention.

Prior to the solicitation or acceptance of any contribution or loan for a campaign for County ~~e~~Elective ~~e~~Office or Countywide Elective Office, an individual who intends to be a candidate for ~~County elective office~~such office shall file with the Registrar of Voters a statement of intention to be a candidate for such office~~County elective office~~.

2.115.330 Returned Contributions.

A contribution shall not be considered to be received if it is not negotiated, deposited, or utilized, and, in addition, it is returned to the donor within fourteen (14) days of receipt.

2.115.340 Receipt of Contributions.

A contribution shall be considered to have been received when it is physically received by a candidate.

2.115.345 Biennial Contribution Limit Adjustments.

Beginning October 1, 2021, and subsequently each odd year on October 1st, or as soon as possible thereafter, the Board of Supervisors may authorize the adjustment of: (i) the individual contribution limit for on-election years established pursuant to [Section 2.115.290](#) or Section 2.115.300(A); (ii) the organization contribution limit for on-election years established pursuant to [Section 2.115.295](#) or Section 2.115.310(A); and (iii) the aggregate contribution limit established pursuant to Section 2.115.320(A). Such adjustments shall be based on the Consumer Price Index for Urban Consumers (CPI-U).

2.115.350 Contributions or Expenditures at Behest of Candidate.

A contribution, for purposes of this article, shall include all non-monetary contributions provided, or expenditures made, at the request of, with the approval of, or at the behest of a candidate.

2.115.360 Loans.

A. Except as provided in subsection B a loan shall be considered a contribution. If the loan is not secured or guaranteed, it shall be considered a contribution from the maker and shall be subject to the contribution limits of this chapter. If the loan is secured or guaranteed, it shall be considered a contribution from the lender and guarantor, or person whose property secures the loan, and shall be subject to the contribution limitations of this article.

B. A loan made to a candidate by a commercial lending institution in the regular course of business on the same terms available to members of the public which is personally guaranteed by the candidate, or the candidate's spouse, or is secured by property owned by the candidate or the candidate's spouse, shall not be subject to the contribution limits of this article.

C. The complete terms and conditions of every loan to a candidate shall be contained in a written agreement which shall be filed with the candidate's County campaign statement on which the loan is first reported.

2.115.370 Contributions by Spouses and Children.

A. Contributions by a husband and wife shall be treated as separate contributions and shall not be aggregated.

B. Contributions by dependent children shall be treated as contributions by their parents and attributed proportionately to each parent (one-half to each parent or the total amount to a single custodial parent).

2.115.380 Contributions by Spouse or Children of Candidate.

A. Contributions to a candidate by his or her spouse shall not be subject to the contribution limits of this article.

B. Contributions to a candidate by his or her children, or any other family members, shall be subject to the contribution limits of this article.

2.115.390 Contributions for Non-County Elective Office.

A. The contribution limitations set forth in this article apply only to campaigns for County ~~E~~elective ~~O~~office ~~and Countywide Elective Office~~, and not to campaigns for other elective offices which a candidate for County ~~E~~elective ~~O~~office ~~or Countywide Elective Office~~ has sought or may seek in the future.

B. If a candidate receives a contribution for a purpose other than his or her campaign for County ~~E~~elective ~~O~~office ~~or Countywide Elective Office~~, the candidate shall file a written statement with the Registrar of Voters describing the purposes for which the contribution was accepted. Such statement shall be filed no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. Any written solicitation by a candidate for a contribution to the candidate for a purpose other than his or her campaign for County ~~E~~elective ~~O~~office ~~or Countywide Elective Office~~ shall specify in writing within such solicitation that the contribution being solicited is for a purpose other than the candidate's campaign for County ~~E~~elective ~~O~~office ~~or Countywide Elective Office~~ and the purpose(s) for which such contribution may be utilized. Such disclosure shall be on the solicitation in no less than ten point type.

SECTION 4. Article 4, sections 2.115.400 through 2.115.470 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 4 Expenditure Limitations

~~**2.115.400 Expenditure Limitations.**~~

~~A. No candidate who files a statement of acceptance of financing from the Campaign Reform Fund, and whose statement is not rescinded pursuant to Section 2.115.500, shall make campaign expenditures in excess of the following amounts:~~

- ~~1. \$75,000 in a primary or special election period; and~~
- ~~2. \$75,000 in a general or special runoff election period.~~

~~B. Although only candidates who have filed a statement of acceptance of financing are subject to the expenditure limitations set forth in subsection A, it is the intent of this section that such expenditure limitations apply to all candidates for the following purposes:~~

- ~~1. For purposes of determining when otherwise applicable expenditure limitations no longer apply to candidates who have filed a statement of acceptance; and~~
- ~~2. For purposes of determining when a candidate must provide the notification required by Section 2.115.430.~~

~~**2.115.410 Payments Made Prior to Use of Goods or Services.**~~

~~In the event campaign expenditures are made but the goods or services are not used during an election period in which they were purchased, the campaign expenditures shall be considered campaign expenditures for the election period when~~

~~they are used. Campaign expenditures for goods or services used in more than one election period shall be prorated based on the number of days in each period that they were used.~~

~~2.115.420—Expenditures in Excess of Limitations.~~

~~A.—If a candidate who has filed a statement of rejection makes campaign expenditures in excess of the expenditure limitations set forth in Section 2.115.400, such expenditure limitations shall cease to be applicable to all other candidates but only upon the occurrence of one of the following:~~

~~1.—Receipt of notice by a candidate transmitted pursuant to Section 2.115.430 notifying the candidate that an opponent who has filed a statement of rejection has exceeded the expenditure limitations set forth in Section 2.115.400;~~

~~2.—Receipt of a judicial ruling to the effect that a candidate is free of the expenditure limitations set forth in Section 2.115.400 since a candidate who has filed a statement of rejection has exceeded such limitations; or~~

~~3.—If any State or County campaign statement filed by the candidate discloses on its face that the candidate has exceeded such limitations.~~

~~B.—It is the intent of this section to prohibit candidates from unilaterally determining that an opponent has exceeded otherwise applicable expenditure limitations and then proceeding themselves to violate such expenditure limitations. A candidate who files a statement of acceptance may only exceed the expenditure limitations set forth in Section 2.115.400 if he or she receives notification pursuant to Section 2.115.430, receives judicial authorization to exceed such limitations, or a State or County campaign statement discloses such over expenditure on its face. It is the further intent of this section not to impose a duty on the Registrar of Voters or any other County official to make a determination during an election of whether or not a candidate has exceeded the expenditure limitations set forth in Section 2.115.400 for purposes of relieving other candidates of otherwise applicable expenditure limitations. It is the further intent of this section not to authorize candidates who are eligible for funding from the Campaign Reform Fund to exceed otherwise applicable expenditure limitations if another candidate bound by such expenditure limitations exceeds the expenditure limitations set forth in Section 2.115.400.~~

~~C.—Any candidate who obtains a judicial ruling that he or she is free of the expenditure limitations set forth in Section 2.115.400 shall file an endorsed copy of such ruling with the Registrar of Voters within twenty-four (24) hours of its issuance by the court.~~

~~2.115.430—Notification by Telegram.~~

~~Any candidate who exceeds the expenditure limitations set forth in Section 2.115.400 shall notify all opposing candidates and the Registrar of Voters of such overexpenditure by mailgram, telegram, guaranteed overnight mail through the United States Postal Service or equivalent private delivery service, or personal delivery within twenty-four (24) hours of such overexpenditure.~~

~~2.115.440 — Expenditures for Non-County Elective Office.~~

~~The expenditure limitations set forth in this article apply only to campaigns for County elective office, and not to campaigns for other elective offices which a candidate for County elective office has sought or may seek in the future. Any expenditure made by a committee controlled by a candidate for County elective office shall be presumed to be a campaign expenditure for County elective office unless the candidate files a written statement with the Registrar of Voters declaring that the expenditure was made in connection with a non-County elective office which office shall be specifically identified in the written statement.~~

2.115.4050 Independent Expenditures.

A. Independent expenditures shall not be made by any person or organization in support of or in opposition to a candidate for County elective office if that expenditure is made at the behest of, or with the consent of, or with the encouragement of, any candidate.

B. Any person or organization who makes independent expenditures of more than five thousand dollars (\$5,000.00) in support of or opposition to any candidate for County elective office shall notify the Registrar of Voters and all other candidates of such expenditure or expenditures by mailgram, telegram, guaranteed overnight mail through the United States Postal Service or equivalent private delivery service, or personal delivery within twenty-four (24) hours. Such notification shall be made each time this threshold of five thousand dollars (\$5,000.00) is met.

2.115.4160 Extensions of Credit.

A. Extensions of credit to a candidate for a period of more than sixty (60) days, or for an amount in excess of two hundred fifty dollars (\$250.00), are prohibited.

B. Extensions of credit to a candidate shall be considered campaign expenditures for purposes of this article as of the time the extension of credit is granted.

2.115.4270 Contingency Fee Arrangements.

Contingency fee arrangements based on the outcome of an election between candidates and individuals retained to provide goods or services during the course of a campaign shall be limited to two hundred fifty dollars (\$250). Contingency fee arrangements of more than two hundred fifty dollars (\$250) are prohibited.

SECTION 5. Article 5, sections 2.115.500 through 2.115.590 of Chapter 2.115,

Title 2, of the Sacramento County Code are deleted in their entirety as follows:

~~Article 5 — Campaign Reform Fund~~

~~2.115.500 — Statement of Acceptance or Rejection.~~

~~A. — Each candidate, at the time of filing his or her Declaration of Candidacy, shall file one of the following statements:~~

~~1. — A statement of acceptance of financing from the Campaign Reform Fund;~~

~~or~~

~~2. — A statement of rejection of financing from the Campaign Reform Fund.~~

~~B.——If a candidate files a statement of rejection of financing, any opposing candidate who has filed a statement of acceptance of financing may rescind such statement and file a statement of rejection within ten (10) days of the last date for filing a Declaration of Candidacy.~~

~~C.——Except as provided for in subsection B, a candidate who files one of the statements provided for in subsection A hereof may not change that decision.~~

~~2.115.510——County Campaign Statement.~~

~~All candidates shall file a County campaign statement with the Registrar of Voters on the same date that the candidate files his or her Declaration of Candidacy. The County campaign statement required by this section shall include all required information for the election year up through five (5) days before the date on which the candidate files his or her Declaration of Candidacy.~~

~~2.115.520——Notification by Candidates.~~

~~Any candidate who raises, spends or has cash on hand of ten thousand dollars (\$10,000.00) or more shall notify the Registrar of Voters of such fact by mailgram, telegram, guaranteed overnight mail through the United States Postal Service or equivalent private delivery service, or personal delivery within twenty-four (24) hours. The Registrar of Voters shall mail notification of such fact to all opposing candidates, as defined in Government Code Section 82007, within two (2) working days.~~

~~2.115.530——Qualification for Matching Funds.~~

~~A.——A candidate shall qualify to receive payments from the Campaign Reform Fund for a primary or special election only if he or she meets all of the following requirements:~~

~~1.——The candidate has filed a statement of acceptance of financing and has not rescinded such statement;~~

~~2.——The candidate has raised, after January 1 of the election year, or during a special election period, at least ten thousand dollars (\$10,000.00) consisting of contributions totaling two hundred fifty dollars (\$250.00) or less per source from sources other than themselves, their spouses or their dependent children; and~~

~~3.——The candidate is opposed by a candidate who has qualified for payments from the Campaign Reform Fund or who has raised, spent or has cash on hand of ten thousand dollars (\$10,000.00) or more.~~

~~B.——All candidates in a general or special runoff election who have filed a statement of acceptance of financing, and have not rescinded such statement, shall qualify to receive payments from the Campaign Reform Fund.~~

~~C.——For purposes of determining whether a candidate has raised at least ten thousand dollars (\$10,000.00) as required by subsection A(2) of this section, it is the intent of this section to consider the first two hundred fifty dollars (\$250.00) of any contribution that exceeds two hundred fifty dollars (\$250.00).~~

~~2.115.540——Formula for Payment of County Funds.~~

~~A candidate who is eligible to receive payments from the Campaign Reform Fund shall receive payments on the basis of the following formula:~~

~~For a contribution or contributions totaling \$250 or less from a single source that is received after January 1 of an election year, or during a special election or special runoff election period, a matching ratio of one dollar (\$1.00) from the Campaign Reform Fund for each dollar received up to a maximum County match of \$37,500 per election period per candidate. It is the intent of this section to provide a County match of \$250 even though the total contribution or contributions from a single source exceeds \$250.~~

~~2.115.545 — Recordkeeping and Reporting Requirements for Contributions of Less Than \$100.~~

~~A. — In order for a contribution of less than one hundred dollars (\$100.00) but more than fifty dollars (\$50.00) to be eligible for a match from the Campaign Reform Fund, a candidate must provide the following information on the County campaign statement filed in support of the request to match contribution; the name and address of the donor or intermediary, the amount, and the date of each such contribution. This reporting requirement shall also apply to any contribution of fifty dollars (\$50.00) or less for which matching funds are requested where the cumulative contributions from the donor or intermediary total more than fifty dollars (\$50.00) in any election period.~~

~~B. — With respect to any contribution of fifty dollars (\$50.00) or less for which a candidate requests matching funds from the Campaign Reform Fund, the candidate shall maintain, and shall make available to the Registrar of Voters or Auditor-Controller upon request, a record of the name and address of the donor or intermediary, the amount, and the date of each such contribution.~~

~~2.115.550 — Contributions by Candidate, Spouse or Dependent Children.~~

~~Contributions by a candidate, a candidate's spouse, or a candidate's dependent children shall not be considered a contribution for purposes of receiving payments from the Campaign Reform Fund pursuant to Section 2.115.540.~~

~~2.115.560 — Loans, Pledges and Non-Monetary Contributions.~~

~~For purposes of Sections 2.115.530 and 2.115.540, a loan, a pledge or a non-monetary contribution shall not be considered a contribution.~~

~~2.115.570 — Procedure for Payment of County Funds.~~

~~A. — Payments from the Campaign Reform Fund shall be made by the Auditor-Controller on the 15th and 30th of each month, following the last day for filing Declarations of Candidacy if no candidate files a statement of rejection of financing pursuant to Section 2.115.500. If a candidate files a statement of rejection, payments from the Campaign Reform Fund shall be made by the Auditor-Controller on the 15th and 30th of each month, following the last day for rescinding a statement of acceptance pursuant to subsection B of Section 2.115.500.~~

~~B. — After the 25th of the last month before an election through the day of an election, each candidate shall be limited to one request for payment from the Campaign Reform Fund which payment shall be made by the Auditor-Controller within five (5) working days of receipt of the request by the Registrar of Voters. Such request shall be submitted on or before the date of the election. After the date of an election, each candidate shall be limited to one final request for payment from the Campaign Reform~~

~~Fund. Such request shall be submitted within thirty (30) days after the date of the election and payment shall be made by the Auditor-Controller within five (5) working days. Requests for payment received by the Registrar of Voters more than thirty (30) days after the date of the election shall not be eligible for payment from the Campaign Reform Fund.~~

~~C. In order to receive a payment from the Campaign Reform Fund on the 15th or 30th of a month, a candidate shall file a County campaign statement with the Registrar of Voters on the 10th or 25th, respectively, of each such month. In order to qualify for payment after the 25th of the last month before an election, or within thirty (30) days after the date of the election, the candidate must file a County campaign statement at the same time he or she files a request for payment.~~

~~D. The County campaign statements required by this section shall be current through two (2) calendar days before they are filed.~~

~~E. If the Auditor-Controller is required to make a payment to a candidate on a day on which County offices are closed, payment shall be made on the next working day.~~

~~2.115.580 Withholding County Funds.~~

~~A. If a candidate is eligible to receive funds from the Campaign Reform Fund pursuant to Sections 2.115.530 and 2.115.540, the fact that the candidate is, or is alleged to be, in violation of another provision of this chapter shall not constitute grounds for withholding or denying such funds to the candidate except as provided in subsection B of this section.~~

~~B. Candidates who are eligible to receive funds from the Campaign Reform Fund, and whose State or County campaign statement discloses on its face that such candidate has exceeded the expenditure limitations set forth in Section 2.115.400, shall not be eligible for any further funds from the Campaign Reform Fund unless such expenditure took place after otherwise applicable expenditure limitations were waived for the candidate pursuant to Section 2.115.420.~~

~~2.115.590 Segregation of Campaign Funds.~~

~~A. A candidate who has been or is a candidate for a non-County elective office shall maintain a separate and distinct campaign fund for the non-County elective office.~~

~~B. A candidate may not transfer money from a campaign fund for a non-County elective office into a campaign fund for County elective office, or vice versa.~~

~~C. Campaign expenditures for a County elective office shall only be made from the campaign fund for the County elective office. Campaign expenditures for a non-County elective office shall not be made from a campaign fund for a County elective office.~~

~~D. A contribution shall be considered a contribution to the campaign for elective office in which campaign fund the contribution is first deposited.~~

SECTION 6. Article 6, sections 2.115.600 through 2.115.650 of Chapter 2.115,

Title 2, of the Sacramento County Code are deleted in their entirety as follows:

~~Article 6 — Public Funds~~

~~2.115.600 — Campaign Reform Fund.~~

~~There is hereby established in the Annual County Budget a Campaign Reform Budget Unit to be administered by the Registrar of Voters pursuant to the provisions of this chapter.~~

~~2.115.610 — Appropriation.~~

~~A. — During any Fiscal Year which contains either a General Election Period or Primary Election Period, the Board of Supervisors shall, in its final budget, appropriate from the General Fund the sum of one dollar (\$1.00) for each one dollar (\$1.00) estimated by the Administration and Finance Agency to be paid to candidates and the sum estimated by the Administration and Finance Agency necessary to make all other payments authorized by the provisions of this chapter. In the event that insufficient funds were appropriated in the Final Budget to pay said sums, the Board of Supervisors shall, upon the request of the Registrar of Voters, transfer sufficient moneys from the Appropriation For Contingencies to the Campaign Reform Budget Unit to make all payments authorized by the provisions of this chapter.~~

~~B. — In the event that a special election or special runoff election is held for a County elective office and there are not sufficient funds in the Campaign Reform Budget Unit to pay the sum of one dollar (\$1.00) for each one dollar (\$1.00) paid to a candidate from the Campaign Reform Budget Unit, and all other expenses authorized for payment from the Campaign Reform Budget Unit pursuant to the provisions of this chapter, the Board of Supervisors shall, upon the request of the Registrar of Voters, transfer sufficient moneys from the Appropriation for Contingencies to the Campaign Reform Budget Unit to make all payments authorized by the provisions of this chapter.~~

~~2.115.620 — Administrative Expenses.~~

~~All administrative expenses incurred by the Registrar of Voters and Auditor-Controller, including, but not limited to, salaries, benefits, supplies and overhead, shall be charged to, and paid from, the Campaign Reform Budget Unit.~~

~~2.115.630 — Report by Registrar of Voters.~~

~~A. — During an election year, the Registrar of Voters shall advise the Board of Supervisors and each candidate on the fifth (5th) of each month following a month in which payments were made from the Campaign Reform Fund of the following:~~

- ~~1. — The candidates who received funds from the Campaign Reform Fund;~~
- ~~2. — The amount received by each candidate from the Campaign Reform Fund;~~

~~and~~

~~3. — The cumulative amounts received by each candidate from the Campaign Reform Fund.~~

~~B. — Within four (4) months following each final election in which funds are provided from the Campaign Reform Fund, the Registrar of Voters shall submit a final~~

~~report to the Board of Supervisors reporting the amount of funds paid to each candidate from the Campaign Reform Fund.~~

~~**2.115.640 — Separate Campaign Funds.**~~

~~A. — A candidate shall have no more than one campaign committee.~~

~~B. — Each candidate accepting funds from the Campaign Reform Fund shall establish two checking accounts out of which all campaign expenditures shall be made. All money provided to a candidate from the Campaign Reform Fund shall be deposited in and strictly segregated in one checking account which shall be designated the “public account.” All campaign contributions and other funds shall be deposited in a second checking account which shall be designated the “private account.”~~

~~C. — A candidate shall only expend funds from the public account on direct campaign expenditures. Funds from the private account may be expended on direct or indirect campaign expenditures.~~

~~**2.115.650 — Surplus Funds.**~~

~~All surplus funds, including funds in both the public account and the private account, remaining after all obligations are met by a candidate shall be returned to the Campaign Reform Fund, not to exceed the amount paid to the candidate from the Campaign Reform Fund, as follows:~~

~~A. — In the case of a primary or special election where one candidate does not receive a majority of the votes cast, all candidates, except those two candidates who will appear on the ballot in a run-off election, must return surplus funds within ninety (90) days after the primary or special election.~~

~~B. — In the case of a primary or special election where one candidate does receive a majority of the votes cast, and in general and special runoff elections, all candidates must return surplus funds within ninety (90) days after the election.~~

SECTION 7. Article 7, sections 2.115.700 through 2.115.740 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 7 Campaign Statements and Audits

2.115.700 Contents of County Campaign Statements.

A. All County campaign statements required to be filed with the Registrar of Voters pursuant to this chapter shall contain the following information:

1. The information required by Government Code Section 84211 and any administrative regulations adopted pursuant thereto; and

2. Any information required by the Registrar of Voters.

B. All County campaign statements required to be filed with the Registrar of Voters pursuant to this chapter shall be on a form prescribed by the Registrar of Voters.

2.115.710 Final Campaign Statement.

A. Within ninety (90) days after an election for County ~~E~~lective ~~O~~-office ~~or~~ Countywide Elective Office, each candidate shall file a County campaign statement with the Registrar of Voters itemizing all campaign contributions to the candidate, all

campaign expenditures by the candidate and any surplus funds. The County campaign statement required by this section shall include all required information current up through five (5) calendar days before the date of filing.

2.115.720 Duties of Treasurers and Candidates.

A. All County campaign statements filed under this chapter shall be signed under penalty of perjury and verified by both the candidate and the campaign treasurer. The verification shall state that the candidate and the campaign treasurer have used all reasonable diligence in its preparation, and that to the best of their knowledge it is true and complete.

B. A campaign treasurer to comply with his or her duties with respect to the preparation of County campaign statements shall:

1. Establish a system of record keeping sufficient to ensure that receipts and expenditures are recorded promptly and accurately;
2. Either maintain the records personally or monitor such record keeping by others;
3. Take steps to ensure that all requirements of this chapter concerning the receipt and expenditure of funds and the reporting of such funds are complied with;
4. Either prepare County campaign statements personally or review with care the County campaign statements and underlying records prepared by others;
5. Correct any inaccuracies or omissions in County campaign statements of which the treasurer knows, and cause to be checked, and, if necessary, corrected, any information in County campaign statements which a person of reasonable prudence would question based on all the surrounding circumstances of which the treasurer is aware or should be aware by reason of his or her duties under this chapter.

C. A candidate to comply with his or her duties with respect to the preparation of County campaign statements shall:

1. Ascertain whether the treasurer is exercising all reasonable diligence in the performance of his or her duties including those duties specified under subsection B;
2. Take whatever steps are necessary to replace the treasurer, or raise the treasurer's performance to required standards, if the candidate knows or has reason to know that the treasurer is not exercising all reasonable diligence in the performance of his or her duties;
3. Review with care the County campaign statements prepared for filing by the treasurer;
4. Correct any inaccuracies and omissions in campaign statements of which the candidate knows, and cause to be checked, and, if necessary, corrected, any information in County campaign statements which a person of reasonable prudence would question based on all the surrounding circumstances of which the candidate is aware or should be aware by reason of his or her duties under this chapter; and
5. Perform with due care any other tasks assumed in connection with the raising, spending or recording of campaign funds insofar as such tasks relate to the accuracy of information entered on County campaign statements.

2.115.725 Electronic Filing; Findings and Purpose.

A. The Board of Supervisors finds that public access to campaign disclosure information is a vital and integral component of a fully informed electorate. Transparency in campaign financing is critical in order to maintain public trust and support of the political process.

B. State law requires candidates, persons supporting or opposing ballot measures and certain other types of committees to file campaign finance statements with the Registrar of Voters detailing the sources of contributions and manner of expenditure of contributions. Government Code Section 84615 authorizes local jurisdictions to require the filing of campaign statements and reports solely in an electronic form, with a specified exemption. The purpose of these laws is to assist voters in making informed electoral decisions and to assist in ensuring compliance with campaign contribution laws. In any instance in which the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the local government agency, the statement may, but is not required to, be filed electronically as provided in Government Code Section 84615.

C. Frequently, these disclosure reports are extremely lengthy. Moreover, literally hundreds of such reports are filed with the Registrar of Voters each reporting period. It is difficult for members of the public, the media and elections officials to efficiently review and compare these statements.

D. The Board of Supervisors makes the following findings in support of requiring that political committees and candidates that meet certain financial thresholds file their campaign statements electronically:

1. An electronic system reduces paper waste and time spent processing and storing paper filings, so that efforts can be focused on helping filers comply with filing requirements.

2. An electronic system is not unduly burdensome on candidates in that it reduces the need for candidates to print out and physically mail statements to the Registrar of Voters.

3. The system used by the County contains multiple safeguards to protect the integrity and security of the data.

4. An electronic system streamlines the filing process, by storing information previously entered, calculating numbers, and helping catch errors before filings are submitted, thereby reducing the need to file amendments.

5. Once the statements are placed online, they are available for public viewing free of charge and allow the public to search reports by field, including, but not limited to, election, candidate, date, contributor and expenditure.

2.115.726 Filing of Campaign Statements.

A. Whenever any elected officer, candidate or committee is required by the California Political Reform Act to file a semi-annual campaign statement, a pre-election campaign statement, an amended campaign statement, a supplemental pre-election campaign statement, a report disclosing a contribution received by or made to a candidate, local ballot measure, or an independent expenditure made for or against a candidate or local ballot measure, of \$1,000.00 or more, or in any other amount

specified by Government Code Section 84615 as it may be amended from time to time, during an election cycle with the Registrar of Voters, it shall be filed electronically. The elected officer, candidate or committee shall file the statement using the electronic filing system available on the Registrar of Voters' website. The street or address or building number of the persons or entity representatives, or any bank account number, shall not be displayed online.

B. Statements or reports that are filed electronically with the Registrar of Voters pursuant to this section need not also be filed in a paper format.

C. If the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the County, the statement may, but is not required to, be filed electronically with the Registrar of Voters.

D. This requirement does not apply to any elected officer or candidate who receives contributions totaling less than \$1,000.00 and makes expenditures totaling less than \$1,000.00, in a calendar year, or in any other amount specified by Government Code Section 84615 as it may be amended from time to time.

2.115.727 Penalties for Late Filing of Campaign Statements.

A. Any person who files an electronic copy of a statement or report required by this article after the deadline imposed by the California Political Reform Act for filing the written copy of the statement or report shall be liable in the same amount and on the same terms as set forth in the Act for late filing of the written copy of the campaign statement or report.

B. Any person required to file an electronic copy of a statement or report who does not do so by the deadline imposed by the California Political Reform Act shall be notified by the Registrar of Voters of that failure no later than the expiration of 10 days following the deadline to file the statement or report. The Registrar of Voters shall notify such persons that the matter will be referred to the Sacramento County District Attorney and the Fair Political Practices Commission if the required electronic statement is not filed by the end of the 20th day following the deadline to file the electronic statement or report. The notification shall be made at the telephone number, fax line or email address on the "Campaign Statement Reporting Notification" form provided by the Registrar of Voters.

2.115.730 Duties of Registrar of Voters with Respect to Campaign Statements.

A. It shall be the duty of the Registrar of Voters to determine whether required County campaign statements have been filed. In order to fulfill this duty, if the Registrar of Voters is aware that a candidate has an obligation to file a County campaign statement and has failed to do so, the Registrar of Voters shall notify the candidate of the obligation to file a County campaign statement. In determining whether required documents have been filed, the Registrar of Voters shall not be required to conduct any investigation to determine whether or not a candidate has an obligation to file a County campaign statement.

B. It shall be the duty of the Registrar of Voters to determine whether County campaign statements filed conform on their face with the requirements of this chapter.

1. The Registrar of Voters, in determining whether County campaign statements conform on their face with the requirements of this chapter, shall not be required to seek or obtain information to verify entries on a County campaign statement.
2. The Registrar of Voters, in determining whether County campaign statements conform on their face with the requirements of this chapter, shall review:
 - a. All statements to ensure that they contain the full name, residential and business addresses and phone number of the candidate and the campaign treasurer.
 - b. All statements to ensure that they have been signed, dated and verified by the candidate and the campaign treasurer.
 - c. All statements to ensure that they are legible, are printed in ink or typewritten, and that reasonable reproductions can be made.
 - d. All statements to ensure that beginning and closing dates for the statement which are prescribed by law are accurate.
 - e. All statements to ensure that the following information is contained in the statement:
 - i. The total amount of contributions received during the period and the cumulative total amount of contributions.
 - ii. The total amount of campaign expenditures made during the period and the cumulative total amount of campaign expenditures.
 - iii. The total amount of contributions received from persons who have given one hundred dollars (\$100.00) or more.
 - iv. The total amount of contributions received from persons who have given less than one hundred dollars (\$100.00).
 - v. The total amount of campaign expenditures of one hundred dollars (\$100.00) or more.
 - vi. The total amount of campaign expenditures under one hundred dollars (\$100.00).
 - vii. The total amount of accrued expenses of one hundred dollars (\$100.00) or more.
 - viii. The total amount of accrued expenses of less than one hundred dollars (\$100.00).
 - ix. The balance of cash and cash equivalents on hand at the beginning and end of the period.
 - x. For each person listed as contributor or lender of a cumulative amount of one hundred dollars (\$100.00) or more, the complete name, address, occupation and employer, if any (or name of business if described as self-employed), cumulative amount contributed, date and amount of contribution, and if the contribution is a loan, the written agreement required by Section 2.115.360.
 - xi. For each recipient committee listed as a contributor or lender of a cumulative amount of one hundred dollars (\$100.00) or more, in addition to the information specified in subsection (x) above, the identification number assigned to the committee by the Secretary of State or the full name and address of the treasurer of the committee.
 - xii. The following information must be provided for campaign expenditures of one hundred dollars (\$100.00) or more during the period: the complete name of the payee, the address, the amount of each expenditure, a brief description of the

consideration for which the campaign expenditure was made and, if the statement indicates a person other than the payee provided the consideration, the complete name and address of the person providing the consideration.

xiii. The following information must be provided for accrued expenses of one hundred dollars (\$100.00) or more during the period: the complete name of the payee, the address, the amount of each expenditure, a brief description of the consideration for which the campaign expenditure was made and, if the statement indicates a person other than the payee provided the consideration, the complete name and address of the person providing the consideration.

xiv. For each committee listed as a recipient of a campaign expenditure of one hundred dollars (\$100.00) or more, in addition to the information specified in subsection (x) above, the identification number assigned to the committee by the Secretary of State or the full name and address of the treasurer of the committee.

xv. The information required by subsection A of Section 2.115.545.

f. All statements to ensure that there are no gross or readily apparent errors in arithmetic calculations.

C. It shall be the duty of the Registrar of Voters to accept for filing any County campaign statement which this chapter requires to be filed. In those cases where the Registrar of Voters discovers in his or her review of County campaign statements that a candidate has filed an incorrect, incomplete or illegible statement, or a statement which cannot be reproduced, he or she shall promptly notify the candidate of the error or omission. However, no notification is required in those cases in which the errors or omissions are minor ones which do not recur throughout the statement. An error or omission in connection with the identification of a donor or intermediary is minor if such person is identified by name and either street address, occupation, employer or principal place of business. An error or omission in connection with the identification of the recipient of an expenditure or person providing consideration for an expenditure is minor if such person is identified by name.

~~D. Notwithstanding the provisions relating to minor errors or omissions set forth in subsection C, a contribution of one hundred dollars (\$100.00) or more shall not qualify for purposes of receiving funds from the Campaign Reform Fund pursuant to Section 2.115.540 unless the candidate's County campaign statement includes the following information with respect to each such contribution: the complete name, address, occupation, and employer, if any, (or name of business if self-employed), of the donor or intermediary.~~

2.115.740 Audits.

A. The Auditor-Controller may make, or have made, investigations or audits with respect to any County campaign statements required by this chapter, or any campaign accounts for either County or non-County elective office maintained by any candidate, at any time between the last day for filing a Declaration of Candidacy for a County elective office and one year following the date of the election in which a candidate is elected to that County elective office.

~~B. Each candidate who receives money from the Campaign Reform Fund shall be subject to audit on a random basis with these candidates having a fifty percent (50%) chance of being audited.~~

~~B.C.~~ Any candidate whose campaign statements are subject to an investigation or audit by the Auditor-Controller shall provide the Auditor-Controller with all financial records, documents and any other information or material requested by the Auditor-Controller.

SECTION 8. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on _____, and on _____, further reading was waived by the unanimous vote of the Supervisors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this ____ day of _____ 202__, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

SCC NO. _____

**AN ORDINANCE OF THE SACRAMENTO COUNTY CODE RELATING TO
CAMPAIGN REFORM**

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

SECTION 1. Article 1, sections 2.115.100 through 2.115.100 of Chapter 2.115,
Title 2, of the Sacramento County Code are amended to read as follows:

Article 1 General Provisions

2.115.100 Title.

This chapter shall be known as the Sacramento County Election Reform Act of 1986.

2.115.110 Findings.

The people find and declare the following:

A. Candidates are now frequently dependent on large contributions from wealthy individuals and interest groups for campaign finances. Individuals and interest groups who make large contributions frequently enjoy disproportionate access to public officials and influence in government decision making. Large contributions impede the solicitation or making of small contributions.

B. Inherent in the high cost of election campaigning is the problem of improper influence, real or potential, exercised by campaign contributors over elected officials.

C. It is the policy of this County to foster broad-based citizen involvement in financing election campaigns.

D. It is the policy of this County to protect the integrity of the electoral process.

E. The best interests of the citizens of this County are served by reducing the direct and indirect costs of campaigns. Substantial indirect costs accrue to the public when special interests pass on legislative and campaign related expenses thereby increasing the costs of goods and services to the public.

F. Individuals have a right to expend their own personal resources without limitation to advance their own candidacy, pursuant to the guarantee of freedom of speech encompassed in the First Amendment of the United States Constitution, and the public has a right to ensure the fullest and most thorough discussion and debate of public issues during an election campaign by expending public funds to secure the widest possible dissemination of information from diverse and antagonistic sources to ensure an unfettered interchange of ideas.

G. Because of the countywide nature of the offices of the Assessor, District Attorney and the Sheriff, the County desires to impose higher campaign contribution limits for those three offices than the limits for the Board of Supervisors.

2.115.120 Purpose.

The people also enact this chapter to accomplish the following purposes:

A. To foster an orderly political forum in which individuals may express themselves effectively.

B. To place realistic and enforceable limits on the amounts of money that may be contributed to political campaigns for elective County office.

C. To secure the widest possible dissemination of information from diverse and antagonistic sources to ensure an unfettered interchange of ideas.

D. To limit the use of loans and credit in the financing of political campaigns for elective County office.

SECTION 2. Article 2, sections 2.115.200 through 2.115.280 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 2 Definitions

2.115.200 Other Definitions.

Unless the term is specifically defined in this chapter or the contrary is stated or clearly appears from the context, the definitions set forth in the Political Reform Act of 1974 (Government Code Section 81000 et seq.), and any administrative regulations adopted pursuant thereto, shall govern the interpretation of this chapter.

2.115.205 Campaign Expenditure.

“Campaign Expenditure” means any expenditure, or transfer of anything of value to any person, by a candidate for a political purpose. Any expenditure from a campaign fund for any county elective office shall be conclusively presumed to be a campaign expenditure for purposes of this chapter.

2.115.210 Campaign Reform Fund.

“Campaign Reform Fund” means those funds in the Campaign Reform Budget Unit established pursuant to Article 6.

2.115.215 Candidate.

“Candidate” means a candidate for County Elective Office or Countywide Elective Office, the candidate’s campaign committee, committee(s) controlled by the candidate, agents of the candidate, and any person acting at the behest of a candidate.

An incumbent shall be presumed to be a candidate unless he or she files a written statement with the Registrar of Voters stating that he or she does not intend to be a candidate at the next election for his or her office.

2.115.220 County Campaign Statement.

“County Campaign Statement” means the statement which must be filed with the Registrar of Voters by candidates for County Elective Office or Countywide Elective Office pursuant to this chapter.

2.115.225 County Elective Office.

“County Elective Office” means the offices held by the members of the Board of Supervisors.

2.115.230 Countywide Elective Office.

“Countywide Elective Office” means the offices of the Assessor, the District Attorney and the Sheriff.

2.115.235 Direct Campaign Expenditure.

“Direct Campaign Expenditure” means a campaign expenditure to pay for the printing of campaign literature, television, radio, newspaper and billboard advertising, and postage. Campaign literature shall include lawn signs, bumper stickers, buttons and similar items. “Direct campaign expenditure” shall not include production costs or consultant’s fees but shall be limited to the cost of printing campaign literature and purchasing air time or advertising space.

2.115.240 For a Political Purpose.

“For a Political Purpose” means an action by a candidate for the purpose of influencing, or attempting to influence, either directly or indirectly, the actions of the voters for or against the election of that candidate or any other candidate for the same County elective office.

2.115.245 General Election Period.

“General Election Period” means from April 1 through December 31 of the year in which the election for a County elective office is held; except in the event that a candidate for County elective office receives a majority of votes cast in the primary election, the general election period shall be considered to be an off-election year for purposes of applicable contribution limitations.

2.115.250 Indirect Campaign Expenditure.

“Indirect Campaign Expenditure” means any campaign expenditure, other than a direct campaign expenditure, that is authorized pursuant to Chapter 5 (commencing with Section 12400) of Division 9 of the Elections Code.

2.115.255 Off-Election Year.

Except as otherwise provided by this Article, “Off-Election Year” means each of the three years during the term of a County elective office in which an election for that office is not held; except in the event that a candidate for County elective office receives a majority of votes cast in the primary election, the general election period shall be considered to be an off-election year for purposes of applicable contribution limitations.

2.115.260 Organization.

“Organization” means a proprietorship, labor union, firm, partnership, joint venture, syndicate, business trust, company, corporation, association or committee which has 25 or more employees, shareholders, contributors or members.

2.115.265 Person.

“Person” means an individual or any proprietorship, labor union, firm, partnership, joint venture, syndicate, business trust, company, corporation, association or committee which does not constitute an organization pursuant to Section 2.115.260.

2.115.270 Primary Election Period.

“Primary Election Period” means from October 1 through December 31 of the year preceding, and January 1 through March 31 of the year in which the election for a county elective office is held.

2.115.275 Special Election Period.

“Special Election Period” means from the time a County elective office has become vacant through the date of the special election for that County elective office.

2.115.280 Special Runoff Election Period.

“Special Runoff Election Period” means from the day after a special election for a County elective office through fifty-eight (58) days after the special runoff election for that office.

2.115.285 State Campaign Statement.

“State Campaign Statement” means an itemized report which is prepared on a form prescribed by the Fair Political Practices Commission and which provides the information required by Chapter 4 of Title 9 of the Government Code.

SECTION 3. Article 3, sections 2.115.300 through 2.115.390 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 3 Contribution Limitations

2.115.290 Contribution Limitations for Countywide Elective Office for Persons Other than Organizations.

A. No person shall make to any candidate for Countywide Elective Office, and no such candidate for Countywide Elective Office shall accept from any person, a contribution or contributions totaling more than twenty-five thousand dollars (\$25,000) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. For purposes of this section, two or more entities shall be treated as one person when any of the following circumstances apply:

1. The entities share the majority of members of their governing board;
2. The entities share two or more officers;
3. The entities are owned or controlled by the same majority shareholder or shareholders; or
4. The entities are in a parent-subsidary relationship.

C. For purposes of this section, an individual and any general partnership in which the individual is a general partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

D. Notwithstanding the provisions of subsections B and C hereof, a candidate shall not be deemed to be in violation of this section if he or she accepts a contribution from a person that was made to such candidate in violation of subsections B and C. It is the intent of this section to make contributors, and not candidates, liable for violations of this section occurring as a result of the applicability of subsections B and C to a contribution.

2.115.295 Contribution Limitations by Organizations to Candidates for County Elective Office.

A. An organization shall not make to any candidate for County Elective Office, and no candidate for County Elective Office shall accept from any organization, a contribution or contributions totaling more than a contribution or contributions totaling more than twenty-five thousand dollars (\$25,000) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. A candidate shall not be deemed to be in violation of this section if he or she accepts a contribution that exceeds the contribution limitations for persons set forth in Section 2.115.290, but conforms to the contribution limitation for organizations set forth in this section, from an entity that does not constitute an organization within the meaning of Section 2.115.260. It is the intent of this section to make the entity and the individuals or persons making up the entity, and not the candidate, liable for violations of this section occurring as a result of an entity not constituting an organization making a contribution in excess of the limitations set forth in Section 2.115.290.

2.115.300 Contribution Limitations for County Elective Office for Persons Other Than Organizations.

A. No person shall make to any candidate for County Elective Office, and no such candidate for County Elective Office shall accept from any person, a contribution or contributions totaling more than two hundred fifty dollars (\$250.00) in any single off-election year or one thousand two hundred dollars (\$1,200.00) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. For purposes of this section, two or more entities shall be treated as one person when any of the following circumstances apply:

1. The entities share the majority of members of their governing board;
2. The entities share two or more officers;
3. The entities are owned or controlled by the same majority shareholder or shareholders; or

4. The entities are in a parent-subsidary relationship.

C. For purposes of this section, an individual and any general partnership in which the individual is a general partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

D. Notwithstanding the provisions of subsections B and C hereof, a candidate shall not be deemed to be in violation of this section if he or she accepts a contribution from a person that was made to such candidate in violation of subsections B and C. It is the intent of this section to make contributors, and not candidates, liable for violations of this section occurring as a result of the applicability of subsections B and C to a contribution.

2.115.310 Contribution Limitations by Organizations to Candidates for County Elective Office.

A. An organization shall not make to any candidate for County Elective Office, and no candidate for County Elective Office shall accept from any organization, a contribution or contributions totaling more than two hundred fifty dollars (\$250.00) in any single off-election year or two thousand five hundred dollars (\$2,500.00) in any of the following periods:

1. In any primary election period;
2. In any general election period;
3. In any special election period; or
4. In any special runoff election period.

B. To the extent that a candidate receives a contribution in excess of the limits imposed in subsection A, such candidate shall remit any amount in excess of the limitations set forth in subsection A to the Registrar of Voters for deposit in the Campaign Reform Fund, or return such amount to the donor, no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. A candidate shall not be deemed to be in violation of this section if he or she accepts a contribution that exceeds the contribution limitations for persons set forth in Section 2.115.300, but conforms to the contribution limitation for organizations set forth in this section, from an entity that does not constitute an organization within the meaning of Section 2.115.260. It is the intent of this section to make the entity and the individuals or persons making up the entity, and not the candidate, liable for violations of this section occurring as a result of an entity not constituting an organization making a contribution in excess of the limitations set forth in Section 2.115.300.

2.115.315 Written Solicitations by Candidates.

Any candidate making a written solicitation for a contribution for his or her campaign for County Elective Office or Countywide Elective Office shall include the following written warning in no less than ten point type on each such solicitation:

“WARNING

Chapter 2.115 of the Sacramento County Code regulates contributions to campaigns for County office. Before making a contribution to my campaign, please read Chapter

2.115, and in particular Sections 2.115.260, 2.115.265, 2.115.290, 2.115.295, 2.115.300 and 2.115.310, to determine if your contribution complies with Chapter 2.115.”

2.115.320 Aggregate Contribution Limitations.

A. Except as provided for in subsection C, no candidate for County Elective Office shall accept contributions totaling more than forty thousand dollars (\$40,000.00) in any single off-election year. The intent of this section is to impose an absolute limit of forty thousand dollars (\$40,000.00) on the total amount of contributions from all sources received by any incumbent or candidate in any single off-election year, even if no single contribution exceeds the contribution limits set forth in Sections 2.115.300 and 2.115.310.

B. To the extent that a candidate receives contributions in any single off-election year in excess of the limit imposed by subsection A, such candidate shall return such amount to the donor, no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. Notwithstanding the provisions of subsection A, a contribution received by a candidate for County Elective Office in an off-election year that is used to repay a loan received by the candidate in the previous election cycle, which loan constituted a contribution subject to the provisions of this chapter, shall not be subject to the forty thousand dollar (\$40,000.00) aggregate off-election year contribution limitation.

2.115.325 Statement of Intention.

Prior to the solicitation or acceptance of any contribution or loan for a campaign for County Elective Office or Countywide Elective Office, an individual who intends to be a candidate for such office shall file with the Registrar of Voters a statement of intention to be a candidate for such office.

2.115.330 Returned Contributions.

A contribution shall not be considered to be received if it is not negotiated, deposited, or utilized, and, in addition, it is returned to the donor within fourteen (14) days of receipt.

2.115.340 Receipt of Contributions.

A contribution shall be considered to have been received when it is physically received by a candidate.

2.115.345 Biennial Contribution Limit Adjustments.

Beginning October 1, 2021, and subsequently each odd year on October 1st, or as soon as possible thereafter, the Board of Supervisors may authorize the adjustment of: (i) the individual contribution limit for on-election years established pursuant to Section 2.115.290 or Section 2.115.300(A); (ii) the organization contribution limit for on-election years established pursuant to Section 2.115.295 or Section 2.115.310(A); and (iii) the aggregate contribution limit established pursuant to Section 2.115.320(A). Such adjustments shall be based on the Consumer Price Index for Urban Consumers (CPI-U).

2.115.350 Contributions or Expenditures at Behest of Candidate.

A contribution, for purposes of this article, shall include all non-monetary contributions provided, or expenditures made, at the request of, with the approval of, or at the behest of a candidate.

2.115.360 Loans.

A. Except as provided in subsection B a loan shall be considered a contribution. If the loan is not secured or guaranteed, it shall be considered a contribution from the maker and shall be subject to the contribution limits of this chapter. If the loan is secured or guaranteed, it shall be considered a contribution from the lender and guarantor, or person whose property secures the loan, and shall be subject to the contribution limitations of this article.

B. A loan made to a candidate by a commercial lending institution in the regular course of business on the same terms available to members of the public which is personally guaranteed by the candidate, or the candidate's spouse, or is secured by property owned by the candidate or the candidate's spouse, shall not be subject to the contribution limits of this article.

C. The complete terms and conditions of every loan to a candidate shall be contained in a written agreement which shall be filed with the candidate's County campaign statement on which the loan is first reported.

2.115.370 Contributions by Spouses and Children.

A. Contributions by a husband and wife shall be treated as separate contributions and shall not be aggregated.

B. Contributions by dependent children shall be treated as contributions by their parents and attributed proportionately to each parent (one-half to each parent or the total amount to a single custodial parent).

2.115.380 Contributions by Spouse or Children of Candidate.

A. Contributions to a candidate by his or her spouse shall not be subject to the contribution limits of this article.

B. Contributions to a candidate by his or her children, or any other family members, shall be subject to the contribution limits of this article.

2.115.390 Contributions for Non-County Elective Office.

A. The contribution limitations set forth in this article apply only to campaigns for County Elective Office and Countywide Elective Office, and not to campaigns for other elective offices which a candidate for County Elective Office or Countywide Elective Office has sought or may seek in the future.

B. If a candidate receives a contribution for a purpose other than his or her campaign for County Elective Office or Countywide Elective Office, the candidate shall file a written statement with the Registrar of Voters describing the purposes for which the contribution was accepted. Such statement shall be filed no later than the next date on which the candidate is required to file, or does file, a State or County campaign statement.

C. Any written solicitation by a candidate for a contribution to the candidate for a purpose other than his or her campaign for County Elective Office or Countywide Elective Office shall specify in writing within such solicitation that the contribution being solicited is for a purpose other than the candidate's campaign for County Elective Office or Countywide Elective Office and the purpose(s) for which such contribution may be utilized. Such disclosure shall be on the solicitation in no less than ten point type.

SECTION 4. Article 4, sections 2.115.400 through 2.115.470 of Chapter 2.115, Title 2, of the Sacramento County Code are amended to read as follows:

Article 4 Expenditure Limitations
2.115.400 Independent Expenditures.

A. Independent expenditures shall not be made by any person or organization in support of or in opposition to a candidate for County elective office if that expenditure is made at the behest of, or with the consent of, or with the encouragement of, any candidate.

B. Any person or organization who makes independent expenditures of more than five thousand dollars (\$5,000.00) in support of or opposition to any candidate for County elective office shall notify the Registrar of Voters and all other candidates of such expenditure or expenditures by mailgram, telegram, guaranteed overnight mail through the United States Postal Service or equivalent private delivery service, or personal delivery within twenty-four (24) hours. Such notification shall be made each time this threshold of five thousand dollars (\$5,000.00) is met.

2.115.410 Extensions of Credit.

A. Extensions of credit to a candidate for a period of more than sixty (60) days, or for an amount in excess of two hundred fifty dollars (\$250.00), are prohibited.

B. Extensions of credit to a candidate shall be considered campaign expenditures for purposes of this article as of the time the extension of credit is granted.

2.115.420 Contingency Fee Arrangements.

Contingency fee arrangements based on the outcome of an election between candidates and individuals retained to provide goods or services during the course of a campaign shall be limited to two hundred fifty dollars (\$250). Contingency fee arrangements of more than two hundred fifty dollars (\$250) are prohibited.

SECTION 5. Article 5, sections 2.115.500 through 2.115.590 of Chapter 2.115, Title 2, of the Sacramento County Code are deleted in their entirety as follows:

SECTION 6. Article 6, sections 2.115.600 through 2.115.650 of Chapter 2.115, Title 2, of the Sacramento County Code are deleted in their entirety as follows:

SECTION 7. Article 7, sections 2.115.700 through 2.115.740 of Chapter 2.115,

Title 2, of the Sacramento County Code are amended to read as follows:

Article 7 Campaign Statements and Audits

2.115.700 Contents of County Campaign Statements.

A. All County campaign statements required to be filed with the Registrar of Voters pursuant to this chapter shall contain the following information:

1. The information required by Government Code Section 84211 and any administrative regulations adopted pursuant thereto; and

2. Any information required by the Registrar of Voters.

B. All County campaign statements required to be filed with the Registrar of Voters pursuant to this chapter shall be on a form prescribed by the Registrar of Voters.

2.115.710 Final Campaign Statement.

A. Within ninety (90) days after an election for County Elective Office or Countywide Elective Office, each candidate shall file a County campaign statement with the Registrar of Voters itemizing all campaign contributions to the candidate, all campaign expenditures by the candidate and any surplus funds. The County campaign statement required by this section shall include all required information current up through five (5) calendar days before the date of filing.

2.115.720 Duties of Treasurers and Candidates.

A. All County campaign statements filed under this chapter shall be signed under penalty of perjury and verified by both the candidate and the campaign treasurer. The verification shall state that the candidate and the campaign treasurer have used all reasonable diligence in its preparation, and that to the best of their knowledge it is true and complete.

B. A campaign treasurer to comply with his or her duties with respect to the preparation of County campaign statements shall:

1. Establish a system of record keeping sufficient to ensure that receipts and expenditures are recorded promptly and accurately;

2. Either maintain the records personally or monitor such record keeping by others;

3. Take steps to ensure that all requirements of this chapter concerning the receipt and expenditure of funds and the reporting of such funds are complied with;

4. Either prepare County campaign statements personally or review with care the County campaign statements and underlying records prepared by others;

5. Correct any inaccuracies or omissions in County campaign statements of which the treasurer knows, and cause to be checked, and, if necessary, corrected, any information in County campaign statements which a person of reasonable prudence would question based on all the surrounding circumstances of which the treasurer is aware or should be aware by reason of his or her duties under this chapter.

C. A candidate to comply with his or her duties with respect to the preparation of County campaign statements shall:

1. Ascertain whether the treasurer is exercising all reasonable diligence in the performance of his or her duties including those duties specified under subsection B;
2. Take whatever steps are necessary to replace the treasurer, or raise the treasurer's performance to required standards, if the candidate knows or has reason to know that the treasurer is not exercising all reasonable diligence in the performance of his or her duties;
3. Review with care the County campaign statements prepared for filing by the treasurer;
4. Correct any inaccuracies and omissions in campaign statements of which the candidate knows, and cause to be checked, and, if necessary, corrected, any information in County campaign statements which a person of reasonable prudence would question based on all the surrounding circumstances of which the candidate is aware or should be aware by reason of his or her duties under this chapter; and
5. Perform with due care any other tasks assumed in connection with the raising, spending or recording of campaign funds insofar as such tasks relate to the accuracy of information entered on County campaign statements.

2.115.725 Electronic Filing; Findings and Purpose.

A. The Board of Supervisors finds that public access to campaign disclosure information is a vital and integral component of a fully informed electorate. Transparency in campaign financing is critical in order to maintain public trust and support of the political process.

B. State law requires candidates, persons supporting or opposing ballot measures and certain other types of committees to file campaign finance statements with the Registrar of Voters detailing the sources of contributions and manner of expenditure of contributions. Government Code Section 84615 authorizes local jurisdictions to require the filing of campaign statements and reports solely in an electronic form, with a specified exemption. The purpose of these laws is to assist voters in making informed electoral decisions and to assist in ensuring compliance with campaign contribution laws. In any instance in which the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the local government agency, the statement may, but is not required to, be filed electronically as provided in Government Code Section 84615.

C. Frequently, these disclosure reports are extremely lengthy. Moreover, literally hundreds of such reports are filed with the Registrar of Voters each reporting period. It is difficult for members of the public, the media and elections officials to efficiently review and compare these statements.

D. The Board of Supervisors makes the following findings in support of requiring that political committees and candidates that meet certain financial thresholds file their campaign statements electronically:

1. An electronic system reduces paper waste and time spent processing and storing paper filings, so that efforts can be focused on helping filers comply with filing requirements.

2. An electronic system is not unduly burdensome on candidates in that it reduces the need for candidates to print out and physically mail statements to the Registrar of Voters.

3. The system used by the County contains multiple safeguards to protect the integrity and security of the data.

4. An electronic system streamlines the filing process, by storing information previously entered, calculating numbers, and helping catch errors before filings are submitted, thereby reducing the need to file amendments.

5. Once the statements are placed online, they are available for public viewing free of charge and allow the public to search reports by field, including, but not limited to, election, candidate, date, contributor and expenditure.

2.115.726 Filing of Campaign Statements.

A. Whenever any elected officer, candidate or committee is required by the California Political Reform Act to file a semi-annual campaign statement, a pre-election campaign statement, an amended campaign statement, a supplemental pre-election campaign statement, a report disclosing a contribution received by or made to a candidate, local ballot measure, or an independent expenditure made for or against a candidate or local ballot measure, of \$1,000.00 or more, or in any other amount specified by Government Code Section 84615 as it may be amended from time to time, during an election cycle with the Registrar of Voters, it shall be filed electronically. The elected officer, candidate or committee shall file the statement using the electronic filing system available on the Registrar of Voters' website. The street or address or building number of the persons or entity representatives, or any bank account number, shall not be displayed online.

B. Statements or reports that are filed electronically with the Registrar of Voters pursuant to this section need not also be filed in a paper format.

C. If the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the County, the statement may, but is not required to, be filed electronically with the Registrar of Voters.

D. This requirement does not apply to any elected officer or candidate who receives contributions totaling less than \$1,000.00 and makes expenditures totaling less than \$1,000.00, in a calendar year, or in any other amount specified by Government Code Section 84615 as it may be amended from time to time.

2.115.727 Penalties for Late Filing of Campaign Statements.

A. Any person who files an electronic copy of a statement or report required by this article after the deadline imposed by the California Political Reform Act for filing the written copy of the statement or report shall be liable in the same amount and on the same terms as set forth in the Act for late filing of the written copy of the campaign statement or report.

B. Any person required to file an electronic copy of a statement or report who does not do so by the deadline imposed by the California Political Reform Act shall be notified by the Registrar of Voters of that failure no later than the expiration of 10 days following the deadline to file the statement or report. The Registrar of Voters shall notify

such persons that the matter will be referred to the Sacramento County District Attorney and the Fair Political Practices Commission if the required electronic statement is not filed by the end of the 20th day following the deadline to file the electronic statement or report. The notification shall be made at the telephone number, fax line or email address on the "Campaign Statement Reporting Notification" form provided by the Registrar of Voters.

2.115.730 Duties of Registrar of Voters with Respect to Campaign Statements.

A. It shall be the duty of the Registrar of Voters to determine whether required County campaign statements have been filed. In order to fulfill this duty, if the Registrar of Voters is aware that a candidate has an obligation to file a County campaign statement and has failed to do so, the Registrar of Voters shall notify the candidate of the obligation to file a County campaign statement. In determining whether required documents have been filed, the Registrar of Voters shall not be required to conduct any investigation to determine whether or not a candidate has an obligation to file a County campaign statement.

B. It shall be the duty of the Registrar of Voters to determine whether County campaign statements filed conform on their face with the requirements of this chapter.

1. The Registrar of Voters, in determining whether County campaign statements conform on their face with the requirements of this chapter, shall not be required to seek or obtain information to verify entries on a County campaign statement.

2. The Registrar of Voters, in determining whether County campaign statements conform on their face with the requirements of this chapter, shall review:

a. All statements to ensure that they contain the full name, residential and business addresses and phone number of the candidate and the campaign treasurer.

b. All statements to ensure that they have been signed, dated and verified by the candidate and the campaign treasurer.

c. All statements to ensure that they are legible, are printed in ink or typewritten, and that reasonable reproductions can be made.

d. All statements to ensure that beginning and closing dates for the statement which are prescribed by law are accurate.

e. All statements to ensure that the following information is contained in the statement:

i. The total amount of contributions received during the period and the cumulative total amount of contributions.

ii. The total amount of campaign expenditures made during the period and the cumulative total amount of campaign expenditures.

iii. The total amount of contributions received from persons who have given one hundred dollars (\$100.00) or more.

iv. The total amount of contributions received from persons who have given less than one hundred dollars (\$100.00).

v. The total amount of campaign expenditures of one hundred dollars (\$100.00) or more.

vi. The total amount of campaign expenditures under one hundred dollars (\$100.00).

vii. The total amount of accrued expenses of one hundred dollars (\$100.00) or more.

viii. The total amount of accrued expenses of less than one hundred dollars (\$100.00).

ix. The balance of cash and cash equivalents on hand at the beginning and end of the period.

x. For each person listed as contributor or lender of a cumulative amount of one hundred dollars (\$100.00) or more, the complete name, address, occupation and employer, if any (or name of business if described as self-employed), cumulative amount contributed, date and amount of contribution, and if the contribution is a loan, the written agreement required by Section 2.115.360.

xi. For each recipient committee listed as a contributor or lender of a cumulative amount of one hundred dollars (\$100.00) or more, in addition to the information specified in subsection (x) above, the identification number assigned to the committee by the Secretary of State or the full name and address of the treasurer of the committee.

xii. The following information must be provided for campaign expenditures of one hundred dollars (\$100.00) or more during the period: the complete name of the payee, the address, the amount of each expenditure, a brief description of the consideration for which the campaign expenditure was made and, if the statement indicates a person other than the payee provided the consideration, the complete name and address of the person providing the consideration.

xiii. The following information must be provided for accrued expenses of one hundred dollars (\$100.00) or more during the period: the complete name of the payee, the address, the amount of each expenditure, a brief description of the consideration for which the campaign expenditure was made and, if the statement indicates a person other than the payee provided the consideration, the complete name and address of the person providing the consideration.

xiv. For each committee listed as a recipient of a campaign expenditure of one hundred dollars (\$100.00) or more, in addition to the information specified in subsection (x) above, the identification number assigned to the committee by the Secretary of State or the full name and address of the treasurer of the committee.

xv. The information required by subsection A of Section 2.115.545.

f. All statements to ensure that there are no gross or readily apparent errors in arithmetic calculations.

C. It shall be the duty of the Registrar of Voters to accept for filing any County campaign statement which this chapter requires to be filed. In those cases where the Registrar of Voters discovers in his or her review of County campaign statements that a candidate has filed an incorrect, incomplete or illegible statement, or a statement which cannot be reproduced, he or she shall promptly notify the candidate of the error or omission. However, no notification is required in those cases in which the errors or omissions are minor ones which do not recur throughout the statement. An error or omission in connection with the identification of a donor or intermediary is minor if such person is identified by name and either street address, occupation, employer or principal place of business. An error or omission in connection with the identification of

the recipient of an expenditure or person providing consideration for an expenditure is minor if such person is identified by name.

2.115.740 Audits.

A. The Auditor-Controller may make, or have made, investigations or audits with respect to any County campaign statements required by this chapter, or any campaign accounts for either County or non-County elective office maintained by any candidate, at any time between the last day for filing a Declaration of Candidacy for a County elective office and one year following the date of the election in which a candidate is elected to that County elective office.

B. Any candidate whose campaign statements are subject to an investigation or audit by the Auditor-Controller shall provide the Auditor-Controller with all financial records, documents and any other information or material requested by the Auditor-Controller.

SECTION 8. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on _____, and on _____, further reading was waived by the unanimous vote of the Supervisors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this ____ day of _____ 202__, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

1947855

Date: May 21, 2020

To: Nav Gill
County Executive

From: Anne Marie Schubert
District Attorney



Scott Jones
Sheriff



Christina Wynn
Assessor



Subject: CAMPAIGN REFORM FOR OFFICES OF DISTRICT ATTORNEY,
SHERIFF, AND ASSESSOR

We three County-wide elected officials would like to put before the Board of Supervisors an ordinance, changing the elective offices of Sheriff, District Attorney, and Assessor from its current “no limit” for campaign contributions to \$25,000 per donor, per election period.

The reasons for this are several. First and foremost, in an era of political reform and transparency, it seems intuitive that elective offices that have no contribution limits from any source can give rise to unreasonable weight in a campaign, as well as undue influence on an office-holder. Currently, a candidate for or office-holder in any of these offices can receive unlimited funds from any source—individuals, corporations, special interests, vendors with the County, out-of-state donors, associations, political parties, etc. In order to keep elections for these offices local, pure, and non-political, we believe reasonable contribution limits have to be established.

WHY \$25,000 PER ELECTION PERIOD?

Currently, each County Supervisor can receive \$1,200 from each individual and \$2,500 from organizations for each election period. Qualifying candidates are also eligible for matching funds, up to \$37,500 per election period. Obviously, each Supervisorial District is one-fifth of the entire County, whereas elections for the three offices of Sheriff, District Attorney and Assessor are county-wide in scope. Multiplying those totals by five to reflect the aggregate of five Supervisorial districts would arrive at \$6,000 from an individual plus \$12,500 from organizations, and up to \$187,500 in matching funds. We believe establishing an overall limit of \$25,000 per donor from any source and excluding matching funds for these three offices is a reasonable balance between running a meaningful campaign and not overburdening taxpayers with matching funds.

Since there are no other county-wide elective offices for comparison, comparing it to a local CITY-wide elective office is illuminating. The Sacramento Mayor's office has contribution limits of \$3,500 from individuals and \$11,650 from any large political committee per election period (SCC 2.13.050). Likewise, a Mayoral candidate is eligible for up to \$117,000 in matching funds. Although the Mayor's office is a city-wide elective office—much like that of a Sheriff, District Attorney or Assessor for the County—it is important to remember they serve a population (and have a voting electorate) of less than one-third that of those three offices. Multiplying the Mayor's limits by three would arrive at contribution limits of \$10,500 per individual plus \$34,950 from large political committees per election period, and up to \$351,000 in matching funds. Clearly, \$25,000 per election period from any source and exclusion from matching funds seems both modest and reasonable by contrast.

CONCLUSION

Campaigns and people's expectations of candidates and office-holders have changed, and continue to evolve. Voters want to know that their public officials are accountable to them, not special interests. Sacramento County is a large county, spread out over a thousand square miles and full of diverse communities and interests. It is a challenging county to campaign effectively in, but a limit from any source of \$25,000 per election period would allow for effective and transparent campaigns, without the likelihood of shadow money or 'independent expenditure' campaigns that much smaller contribution limits would encourage. It would also maintain the confidence of the public that their candidates and office-holders are free from undue influence, political or otherwise.

We remain at your disposal to discuss this matter further or provide any additional information.

AGENDA ITEM CONTINUATION MEMO

MEETING DATE: October 6, 2020

DEPARTMENT: Clerk of the Board

TITLE: **Introduce An Ordinance Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections, Waive Full Reading And Continue The Ordinance To October 20, 2020, For Adoption (Continued From September 1, 2020; Item No. 30)**

BOARD ACTION: Introduced Ordinance “Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections” continued to be Adopted on October 20, 2020 .

ITEM 3 BOS PUBLIC COMMENT 001

From: [Amanda Bartell](#)
To: [Nottoli, Don](#); [Clerk of the Board Public Email](#)
Subject: 10/20/20 Agenda Item #3
Date: Monday, October 19, 2020 10:35:50 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Supervisor Nottoli,

My name is Amanda, and I am a resident of Elk Grove. I urge you not to adopt the Ordinance Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections which will increase the individual contribution amounts for the DA, Sheriff, and Assessor from \$5,000 to \$25,000. Statewide candidates other than Governor have a contribution limit of \$7,800 and Governor has a limit of \$31,000. Having a countywide limit of \$25,000 is ridiculously disproportionate and demonstrates abnormal preferential treatment.

In an already polarized environment, this extreme and abrupt change will introduce Dark Money into our countywide elections and significantly dampen the voice of the electorate. With the DA, Sheriff, and Assessor being able to earn individual contributions nearly as large as the Governor, their incentive to listen to the needs of the people will be circumvented, and I fear it will send us down a slippery slope in Sacramento County – where we already have problems with excessive use of force by law enforcement, a racially biased criminal justice system, and an egregious lack of affordable housing (exacerbating all aforementioned problems).

The abruptness of this decision – without adequate time for the public to learn about and weigh in on it – feels highly suspect, especially as the Board of Supervisors shut down the possibility of moving the election date for the DA, Sheriff, and Assessor to presidential election years (via the Move the Vote campaign) under the pretense of it “being too abrupt for the community to weigh in on.” As we already have a lower than desirable turnout for the gubernatorial election cycle, the last thing we want to do is drown out Sacramento County citizens' voices more by introducing Dark Money.

Thank you,
Amanda Bartell

ITEM 3 BOS PUBLIC COMMENT 002

From: [Michael Seaman](#)
To: [Supervisor Serna](#); [Kennedy, Supervisor](#); [Susan Peters](#); [Frost, Supervisor](#); [Nottoli, Don](#); [Clerk of the Board Public Email](#)
Subject: Agenda Item #3, Board of Supervisors meeting of 10/20/2020
Date: Monday, October 19, 2020 11:06:42 PM

As a local elected official, I am firmly committed to upholding the public's trust and confidence. I believe the proposal on your agenda to adopt Agenda Item #3, the "Ordinance Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections", goes strongly against that principle. Specifically, the agenda item proposes to increase the individual contribution amounts for countywide offices - the District Attorney, Sheriff, and Assessor - from \$5,000 to \$25,000. Doing so would be out of line with contribution limits for statewide candidates. The Governor has a contribution limit of \$31,000 and other statewide candidates are limited to contributions of \$7,800. What's worse, it appears to the public that the proposed changes are being rapidly pushed through without adequate opportunity for public engagement.

You have heard consistently from the citizenry about the inconveniences of the times and locations of your meetings. The public has often pleaded for greater transparency and opportunities to be heard. It is odd, then, that the subject agenda item has been raised while a polarized election is underway. The proposal was first introduced right after the Labor Day weekend, at a time when people's attention was focused on the new school year, the ongoing public health and economic crises, and the contentious November elections. The matter was not brought forward pursuant to any series of community meetings. It has been processed without fanfare. As the election events began to peak, a revised version of the ordinance was presented and then continued to your October 20, 2020 meeting as a consent item. I believe the proposal is a serious matter that would generate significant public input - if only the public knew about it. But the public isn't really aware of it.

Moving the ordinance change through in this manner has eroded public confidence in your Board's decision-making process. The public wonders what the rush is, particularly since the impacted offices will not be contested again for another two years. It is bad enough to make these hasty changes to our countywide elections. Yet to do so for the sake of Dark Money for relatively low-profile elective offices and during a polarized election season is unthinkable. This is not fair to the electorate.

The matter is especially concerning to people like me who are citizens of Supervisorial District 3. The election to replace our retiring Supervisor is in process. Our newly-elected Supervisor should be the one to weigh in on this item, as it will bear on the years to come. It is not appropriate to adopt the proposed ordinance before the new Supervisor has been seated. Passage of this ordinance now, under these circumstances, would be disrespectful to the public.

I urge you to remove the item from your consent calendar, to table your consideration of the item, and to not reconsider it until the public has been invited into the discussion. Said invitation should not be for the typical 2 minutes of testimony at one of your Board meetings. Rather, there should be a deliberate outreach effort to inform the public, to listen to public input, and to make changes accordingly. Those discussions should also provide opportunity to deliberate on whether the public interest would be best served by moving the countywide offices to an election cycle with opportunities for higher voter turnout.

Respectfully,
Michael Seaman
Arden Arcade resident since 12978

--

Michael Seaman
Arden Arcade CA 95825

Local control was a good idea in 1776 and it still is
Energy efficiency 1st in the loading order.
Take a ski or snowboard lesson from a Pro.

ITEM 3 BOS PUBLIC COMMENT 003

From: [Al Coombes-Hew](#)
To: [Supervisor Serna](#)
Cc: [Clerk of the Board Public Email](#)
Subject: Agenda Item #3
Date: Monday, October 19, 2020 9:53:13 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Supervisor Serna,

My name is Al, and I am a resident of your district (District 1). I urge you not to adopt the Ordinance Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections which will increase the individual contribution amounts for the DA, Sheriff, and Assessor from \$5,000 to \$25,000. Statewide candidates other than Governor have a contribution limit of \$7,800 and Governor has a limit of \$31,000. **Having a countywide limit of \$25,000 is significantly disproportionate - and there is no clear justification for increasing contribution limits to this level.**

With the DA, Sheriff, and Assessor being able to earn individual contributions nearly as large as the Governor, their incentive to listen to the needs of the people will be circumvented, and I fear it will send us down a slippery slope in Sacramento County – where we already have challenges with excessive use of force by law enforcement, a racially biased criminal justice system, and an egregious lack of affordable housing (exacerbating all aforementioned problems).

The abruptness of this decision – without adequate time for the public to learn about and weigh in on it – feels highly suspect, especially as the Board of Supervisors shut down the possibility of moving the election date for the DA, Sheriff, and Assessor to presidential election years (via the Move the Vote campaign) under the pretense of it “being too abrupt for the community to weigh in on.”

As we already have a lower than desirable turnout for the gubernatorial election cycle, the last thing we want to do is drown out Sacramento County citizens' voices more by increasing campaign contribution limits.

-Al from District 1

ITEM 3 BOS PUBLIC COMMENT 004

From: [Sac Neighbor](#)
To: [Clerk of the Board Public Email](#)
Subject: BOS Meeting - Agenda Items 3 and 9 and off agenda comment
Date: Tuesday, October 20, 2020 7:55:38 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

On behalf of Sacramento Neighbor, we submit the following comments:

Agenda Item #3:

Dark Money refers to political spending meant to influence the decision of a voter, where the donor is not disclosed and the source of the money is unknown. We demand that the BOS do not raise the limit from 5,000 to 25,000 or remove the existing public campaign financing provisions from the County Code.

Agenda Item #9: We demand that the BOS issue a policy directive that ensures:

- (1) Any unspent COVID-19 relief funds should be converted to General Funds and earmarked for Public Health by December 31st.
- (2) The Department of Public Health receives at least half of all future COVID-19 relief funding.
- (3) The \$3 million in funding for the Environmental Management Department (EMD) does NOT come out of Health Services/Public Health Budget.

OFF AGENDA: Reinstate the Cancelled Listening Sessions for Behavioral Health's Plan to Implement Alternative to 911 response for mental health crisis. Adequate public comment opportunities must be provided for such an important community topic.



Visit our [Website!](#)

ITEM 3 BOS PUBLIC COMMENT 005

From: [Kristin Harriman](#)
To: [Clerk of the Board Public Email](#)
Subject: comment on 10/20/2020 agenda 9:30 AM meeting, item #3
Date: Tuesday, October 20, 2020 7:38:09 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I REQUEST THAT MY COMMENT BE READ ALOUD

Dear Board,

As a resident of and small business owner in Sacramento County, I strongly oppose the adoption of the ordinance reflected in Agenda Item #3. Decades of social science research has shown that campaign contributions influence political actors and that large contributions from individual donors degrade public confidence in our democracy, by reinforcing the notion that political access can be bought by the wealthy. The expenditure limits and limits on contributions that are currently extant in county law exist to protect the integrity of our democratic system and to improve public confidence in our public officials, as well as fight corruption. They should not be rolled back.

Moreover, the modification of the ordinance as reflected in agenda item #3 is particularly inappropriate given the history of the particular county actors it would affect. Our Sheriff, Scott Jones, has fought this Board tooth and nail against even the barest of oversight. He lies to his constituency regularly, dissembling that his Department lacks funds when in fact they gobble up the lion's share of the county budget. He displays not an iota of personal integrity, as he has failed to fire a single deputy responsible for brutality in his jail (reported on by the LA Times on 12/23/19), thus putting us taxpayers on the hook for the multimillion dollar lawsuits that arise from such unchecked lawlessness.

District Attorney Schubert also has not performed her job in a manner that indicates public accountability is a value she holds. As reported by the Sacramento Bee last year, DA Schubert's office has investigated 30+ incidents of law enforcement officers shooting Sacramentans, but never has recommended an iota of consequence. Clearly, promoting public confidence in the integrity of her office is not a value that she demonstrates.

Finally, both Sheriff Jones and DA Schubert are doing absolutely fine financially despite the limitations on fundraising imposed by existing law. Both DA Schubert and Sheriff Jones are paid, by taxpayers, salaries of about \$250,000-\$415,000 (the range reflecting base salary versus base salary plus benefits), rendering them amongst the most wealthy 5% of people in the county. According to publicly-available information, in just 2018, DA Schubert received campaign contributions from law-enforcement-promoting political action committees totalling hundreds of thousands of dollars. According to publicly-available information, Sheriff Jones routinely has received campaign contributions from numerous entities, including multiple businesses with whom Jones entered into government contracts (e.g., Global TelLink, Cellebrite, Longyear O'Dea & Lavra, etc.) His graft and corruption should not be rewarded with less oversight.

For all of these reasons, I urge the Board to reject the modifications proposed to the County Code reflected in Agenda Item #3.

Sincerely,
Kristin Harriman

ITEM 3 BOS PUBLIC COMMENT 006

From: [Rebecca Harting](#)
To: [Clerk of the Board Public Email](#)
Subject: Fwd: Agenda Item #3
Date: Tuesday, October 20, 2020 7:56:26 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

----- Forwarded message -----

From: **Rebecca Harting** <rebecca.harting@gmail.com>
Date: Tue, Oct 20, 2020 at 7:54 AM
Subject: Agenda Item #3
To: <nottolid@saccounty.net>

Dear County Supervisors,

My name is Rebecca Harting, and I am a property owner and resident of Rancho Cordova. I urge you not to adopt the Ordinance Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections which will increase the individual contribution amounts for the DA, Sheriff, and Assessor from \$5,000 to \$25,000. Statewide candidates other than Governor have a contribution limit of \$7,800 and Governor has a limit of \$31,000. Having a countywide limit of \$25,000 is ridiculously disproportionate and demonstrates abnormal preferential treatment.

In an already polarized environment, this extreme and abrupt change will introduce Dark Money into our countywide elections and significantly dampen the voice of the electorate. With the DA, Sheriff, and Assessor being able to earn individual contributions nearly as large as the Governor, their incentive to listen to the needs of the people will be circumvented, and I fear it will send us down a slippery slope in Sacramento County – where we already have problems with excessive use of force by law enforcement, a DA in the pocket of a "strong man" sheriff, a racially biased criminal justice system, and an egregious lack of affordable housing (exacerbating all aforementioned problems).

The abruptness of this decision – without adequate time for the public to learn about and weigh in on it – feels highly suspect, especially as the Board of Supervisors shut down the possibility of moving the election date for the DA, Sheriff, and Assessor to presidential election years (via the Move the Vote campaign) under the pretense of it “being too abrupt for the community to weigh in on.” As we already have a lower than desirable turnout for the gubernatorial election cycle, the last thing we want to do is drown out Sacramento County citizens' voices more by introducing Dark Money.

Thank you for your time,

Rebecca Harting
1561 Klamath River Dr
Rancho Cordova, CA

ITEM 3 BOS PUBLIC COMMENT 007

From: [Acacia Keith](#)
To: [Clerk of the Board Public Email](#)
Subject: Reject Agenda Item 3
Date: Tuesday, October 20, 2020 8:21:26 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello Sacramento County Board of Supervisors,

My name is Acacia, and I am a registered voter in midtown Sacramento. I am asking you to reject the request to raise the new campaign funding limit from \$5,000 to \$25,000 and to eliminate existing public campaign financing provisions in the county code.

This is being rushed through a month before the November election without an opportunity for greater community input and analysis of the impact that allowing more special interest & dark money will have on our elections.

Much appreciated,
Acacia Keith

ITEM 3 BOS PUBLIC COMMENT 008

From: [Nicolas Heidorn](#)
To: [Clerk of the Board Public Email](#)
Subject: Agenda Item #3 - Campaign Finance - Concern
Date: Tuesday, October 20, 2020 9:32:59 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board of Supervisors,

I am writing on behalf of California Common Cause, a good government nonprofit, to express concern about the proposed ordinance in Agenda Item #3, which we only became aware of last night (and thus were unable to get a formal position on).

In particular, one aspect of the ordinance calls for repeal of the county's public financing provisions, the justification being that they are not legally enforceable by the County. There is strong reason to believe that this interpretation is incorrect. We urge the Board to direct County Counsel to look more closely at this provision. At a time where Americans of all political stripes are concerned about the role of money in politics, the County should not hastily take tools of reform off the table.

Specifically, the County Administrator's memo explains that "In *County of Sacramento v. Fair Political Practices Commission* (1990) 222 Cal.App.3d 687, the Court of Appeal ... held that campaign financing of election contests, both state and local, is a matter of statewide concern and thus beyond the purview of County regulation." However, what the memo misses, is that the holding in *Sacramento v FPPC* was superseded by the California Supreme Court in *Johnson v. Bradley* (1992) 4 Cal.4th 389. The Court there expressly wrote: "we decline to accept *County of Sacramento's* holding that campaign financing, and in particular, partial public funding of local election campaigns, is a statewide concern, because neither the County of Sacramento court, nor petitioners or their amicus curiae herein, have established any convincing reason, grounded on statewide interests, supporting Proposition 73's attempt to treat public funding of election campaigns as a "statewide concern." In that case, the Court went on to uphold the use of public financing in charter cities, holding this was a legitimate home rule effort at combating corruption.

Thank you for your consideration,

Nicolas Heidorn
Consultant
California Common Cause
510.798.3425
ca.commoncause.org

CCLogo_Horizontal_Tagline_California_RGB

ITEM 3 BOS PUBLIC COMMENT 009

From: [Nik Pineda](#)
To: [Clerk of the Board Public Email](#)
Subject: Agenda Item 3 of County Board of Supervisors Meeting - 10/20
Date: Tuesday, October 20, 2020 9:57:48 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I am writing to demand that the County Board of Supervisors votes against allowing the Sheriff and DA increase their campaign contribution limits. This is dangerous beyond comprehension as explained by callers far more eloquent and informed than I. The County Board of Supervisors loves to talk about transparency and accountability, but they rushed this through without adequate notice to the community for discussion & public comment.

ITEM 3 BOS PUBLIC COMMENT 010

From: [Jordan McGowan](#)
To: [BOS](#)
Sent: Monday, October 20, 2020 8:43:00 AM

Subject: [BOS](#)

There has never been a better time to do what is right and there has never been a good reason to allow politicians to take dock money. If this country wants to declare themselves a democracy it should be understood that elected officials would seek to not only raise the amount of dock money they accept but also that the DA and Sheriff of Sacramento are looking to remove the existing provisions. This is a political power grab to ensure that those with money can continue to silence those without. This is clearly an abuse of power and just another reason the people of Sacramento cannot trust the Sheriff or the DA in the pursuit of justice. We stand with the people in demanding that BOS does not continue to allow this blatant power grab.

Jordan McGowan MEd
Black Educator (He/Him)
Sacramento Neighbor Program

[https://www.facebook.com/jordan.mcgowan.7](#)

ITEM 3 BOS PUBLIC COMMENT 011

From: [cobbchristyl](#)
To: [Clerk of the Board Public Email](#)
Subject: Campaign Cash
Date: Tuesday, October 20, 2020 9:29:11 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please reject DA Anne Marie Schubert and Sheriff Scott Jones' requests to increase campaign contribution amount from \$5,000 to \$25,000 and eliminate existing public campaign financing provisions in the county code!

Thank you,
Christyl Cobb

Sent from my T-Mobile 4G LTE Device

ITEM 3 BOS PUBLIC COMMENT 012

From: [Lena Al-Rayess](#)
To: [Clerk of the Board Public Email](#)
Subject: Comment on agenda item #3
Date: Tuesday, October 20, 2020 10:04:40 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

I did try to call to make a public comment on this agenda item, but the system said they were no longer taking calls on this item.

I am encouraging Supervisors to vote no on this item. The majority of Americans are in favor of limiting campaign spending. 2/3 of all citizens want limits, as seen in this Pew study: <https://www.pewresearch.org/fact-tank/2018/05/08/most-americans-want-to-limit-campaign-spending-say-big-donors-have-greater-political-influence/>

There is absolutely no reason to increase campaign contributions; this continues to favor those who have the means to run and perpetuates wealth and power among those in elected positions.

Thank you,
Lena Al-Rayess
Arden Arcade District 3

ITEM 3 BOS PUBLIC COMMENT 013

From: [David Mandel](#)
To: [Clerk of the Board Public Email](#)
Subject: Comment on Agenda Section I, item 3, Oct. 20, 2020
Date: Tuesday, October 20, 2020 10:26:37 AM
Attachments: [image.png](#)
[BOS letter re contribution limits.pdf](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please see below and attached



To the Sacramento County Board of Supervisors:

We write to ask that you reject the proposed ordinance amending Chapters 2.115, relating to election campaign contribution limits, and deleting Articles 5 and 6, relating to public finance of elections, and instead follow the directives of California law. The proposed ordinance threatens to worsen the ever-increasing cost of running for elected office in Sacramento County, deepen the negative public perception of our elected officials and undermine the credibility of important elected institutions.

This proposed ordinance comes on the heels of a new state law that seeks to rein in the ever-rising costs of running for elected office (AB 571). The people of California have long been aware of and concerned by the conflicts and biases caused by wanton campaign spending and fund raising – see the Political Reform Act of 1974. In 2019, the Legislature found that most counties had failed to independently impose limits on contributions to candidates for elective offices. In counties that failed to independently impose limits, candidates ultimately raised 40 percent or more of their total campaign funds from a single source. The Legislature declared that a system that gives single contributors such sway creates the risk and the perception that elected officials are beholden to their donors and not the people. Having so found, effective January 1, 2021, AB 571 limits single-person campaign contribution to \$3,000 plus what amount is adjusted by the Fair Political Practices Commission (currently anticipated at \$5,000). The memo in support of the proposed county ordinance asks this board to reject state law and adopt a limit **five times** as high!

The legislators saw how counties like ours spend immense amounts of money in elections. Countywide elections have been a source of ever-increasing costs. District Attorney Anne Schubert raised over \$673,000 in 2010 and nearly \$939,000 in 2018. Sheriff Scott Jones raised more than twice as much as his closest competitor, Milo Fitch.^[1] As costs rise, candidates have proved that they are more and more willing to accept funds from questionable sources. In 2018, Jones accepted campaign contributions from two companies that wanted to do business in the jail, Inmate Calling Solutions and Keefe Commissary Network.^[2] Both rely on business models that exploit incarcerated people for profit. Inmate Calling Solutions charges inmates extraordinary costs for telephone calls, and Keefe Commissary sells common, everyday products such as potato chips and toothpaste with unconscionable mark-ups. Indeed, this behavior by elected officials has created a bidding war from the profiteers. In 2017, Sheriff Jones accepted money from Global Tel*Link Corp, a competitor to Inmate Calling Solutions as well as Trinity Services Group, a competitor to Keefe Commissary; both are out-of-state entities.

Voters are calling for more accountability and transparency in all of our elections.

AB 571 does indicate that counties may set limits different from that imposed by state law, yet it is unlikely that the Legislature intended for a county to quintuple that amount.

California law declares that countywide officials must serve the needs and respond to the wishes of all citizens equally and without regard to their wealth (Gov. Code, § 81001), and that elected officials must perform their duties free from bias caused by their own financial interests or the financial interests of people who have supported them. (*Id.*) The Legislature determined the interests of the people are best served by contribution limits in the amount of \$3,000 or as adjusted by the FPPC. This county should live up to the spirit of the law.

Respectfully,

Wellstone Progressive Democrats of Sacramento

Contact: David L. Mandel, dmandel@gmail.com

^[1] Campaign Cash and Fuzzy Math. Rhee, Foon. Sacramento News & Review, Oct. 5, 2020, available at: <https://sacramento.newsreview.com/2020/10/05/raking-in-campaign-cash/>, accessed Oct. 19, 2020.

^[2] Keeping up with the Jones campaign. Hosseini, Raheem F., Sacramento News & Review, Apr. 26, 2018, available at: <https://www.newsreview.com/sacramento/content/keeping-up-with-the-jones-campaign/26170511/>, accessed Oct. 19, 2020.



To the Sacramento County Board of Supervisors:

We write to ask that you reject the proposed ordinance amending Chapters 2.115, relating to election campaign contribution limits, and deleting Articles 5 and 6, relating to public finance of elections, and instead follow the directives of California law. The proposed ordinance threatens to worsen the ever-increasing cost of running for elected office in Sacramento County, deepen the negative public perception of our elected officials and undermine the credibility of important elected institutions.

This proposed ordinance comes on the heels of a new state law that seeks to rein in the ever-rising costs of running for elected office (AB 571). The people of California have long been aware of and concerned by the conflicts and biases caused by wanton campaign spending and fund raising – see the Political Reform Act of 1974. In 2019, the Legislature found that most counties had failed to independently impose limits on contributions to candidates for elective offices. In counties that failed to independently impose limits, candidates ultimately raised 40 percent or more of their total campaign funds from a single source. The Legislature declared that a system that gives single contributors such sway creates the risk and the perception that elected officials are beholden to their donors and not the people. Having so found, effective January 1, 2021, AB 571 limits single-person campaign contribution to \$3,000 plus what amount is adjusted by the Fair Political Practices Commission (currently anticipated at \$5,000). The memo in support of the proposed county ordinance asks this board to reject state law and adopt a limit **five times** as high!

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¹ Campaign Cash and Fuzzy Math. Rhee, Foon. Sacramento News & Review, Oct. 5, 2020, available at: <https://sacramento.newsreview.com/2020/10/05/raking-in-campaign-cash/>, accessed Oct. 19, 2020.

² Keeping up with the Jones campaign. Hosseini, Raheem F., Sacramento News & Review, Apr. 26, 2018, available at: <https://www.newsreview.com/sacramento/content/keeping-up-with-the-jones-campaign/26170511/>, accessed Oct. 19, 2020.

Both rely on business models that exploit incarcerated people for profit. Inmate Calling Solutions charges inmates extraordinary costs for telephone calls, and Keefe Commissary sells common, everyday products such as potato chips and toothpaste with unconscionable mark-ups. Indeed, this behavior by elected officials has created a bidding war from the profiteers. In 2017, Sheriff Jones accepted money from Global Tel*Link Corp, a competitor to Inmate Calling Solutions as well as Trinity Services Group, a competitor to Keefe Commissary; both are out-of-state entities.

Voters are calling for more accountability and transparency in all of our elections.

AB 571 does indicate that counties may set limits different from that imposed by state law, yet it is unlikely that the Legislature intended for a county to quintuple that amount.

California law declares that countywide officials must serve the needs and respond to the wishes of all citizens equally and without regard to their wealth (Gov. Code, § 81001), and that elected officials must perform their duties free from bias caused by their own financial interests or the financial interests of people who have supported them. (*Id.*) The Legislature determined the interests of the people are best served by contribution limits in the amount of \$3,000 or as adjusted by the FPPC. This county should live up to the spirit of the law.

Respectfully,

Wellstone Progressive Democrats of Sacramento

ITEM 3 BOS PUBLIC COMMENT 014

From: [Courtney Hanson](#)
To: [Clerk of the Board Public Email](#); [Supervisor Serna](#); [Frost. Supervisor](#); [Kennedy. Supervisor](#); [Nottoli. Don](#); [Susan Peters](#)
Subject: Item #3, #9, and Behavioral Health Listening Sessions
Date: Tuesday, October 20, 2020 9:42:01 AM

Good morning everyone,

I am writing you today about three different topics.

Item #3 — OPPOSE

Do not allow DA Schubert and Sheriff Jones to pull such a power grab during election season and a pandemic. There is no good reason to raise the campaign cash limit from \$5,000 to \$25,000, and if there is, the broader community has not had adequate time to consider that argument. Please reject this unnecessary and unfair move and do not eliminate the campaign financing provisions in the county code.

Item #9

I hope this Board understands just how damaging the CARES scandal was in regards to the public's trust on how our dollars are being spent. As we continue to watch the money be moved around with no real accountability or user-friendly engagement, we ask this Board to issue a directive ensuring:

1. Any unspent COVID-19 relief funds should be converted to General Funds and earmarked for Public Health by December 31st.
2. The Department of Public Health receives at least half of all future COVID-19 relief funding.
3. The \$3million in funding for the Environmental Management Department (EMD) does NOT come out of Health Services/Public Health Budget.

Off Agenda: Behavioral Health Listening Sessions

I learned on October 14th that the County Behavioral Health Department would be hosting two listening sessions for the community to weigh in on the topic of 911 mental health calls. Various organizations, boards, and directly impacted people starting spreading the word, only to learn that these virtual events had been postponed or potentially canceled without explanation. This was detrimental to community engagement and transparency, with some organizations unaware of the change and continuing to advertise these two events. For that reason, I hope these can be rescheduled to their original dates.

Please protect your constituents' right to weigh in on this important proposal and help reinstate the Behavioral Health listening sessions. I would recommend reinstating them for their original proposed times to avoid confusion.

Thank you,

Courtney Hanson
District 1

ITEM 3 BOS PUBLIC COMMENT 015

From: [Evan Minton](#)
To: [Clerk of the Board Public Email](#)
Subject: PLEASE READ AT TODAY'S MEETING AGENDA ITEM 3
Date: Tuesday, October 20, 2020 10:04:42 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board of Supervisors,

I am writing on behalf of California Common Cause, a good government nonprofit, to express concern about the proposed ordinance in Agenda Item #3, which we only became aware of last night (and thus were unable to get a formal position on).

In particular, one aspect of the ordinance calls for repeal of the county's public financing provisions, the justification being that they are not legally enforceable by the County. There is strong reason to believe that this interpretation is incorrect. We urge the Board to direct County Counsel to look more closely at this provision. At a time where Americans of all political stripes are concerned about the role of money in politics, the County should not hastily take tools of reform off the table.

Specifically, the County Administrator's memo explains that "In *County of Sacramento v. Fair Political Practices Commission* (1990) 222 Cal.App.3d 687, the Court of Appeal ... held that campaign financing of election contests, both state and local, is a matter of statewide concern and thus beyond the purview of County regulation." However, what the memo misses, is that the holding in *Sacramento v FPPC* was superseded by the California Supreme Court in *Johnson v. Bradley*(1992) 4 Cal.4th 389. The Court there expressly wrote: "we decline to accept *County of Sacramento's* holding that campaign financing, and in particular, partial public funding of local election campaigns, is a statewide concern, because neither the County of Sacramento court, nor petitioners or their amicus curiae herein, have established any convincing reason, grounded on statewide interests, supporting Proposition 73's attempt to treat public funding of election campaigns as a "statewide concern." In that case, the Court went on to uphold the use of public financing in charter cities, holding this was a legitimate home rule effort at combating corruption.

Thank you for your consideration,

Nicolas Heidorn
Consultant
California Common Cause
510.798.3425

ITEM 3 BOS PUBLIC COMMENT 016

From: [Amar Shergill](#)
To: [Clerk of the Board Public Email](#)
Subject: RE: Continued item #3 re contribution limits
Date: Tuesday, October 20, 2020 10:47:25 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please ensure that public comment is re-opened for Item #3 when it is heard in the afternoon. I would like to be heard on the bifurcation and the continuance which were not on the Agenda. Thank you.

Amar Shergill
916 230 4878



Shergill Law Firm | Sacramento | San Francisco | Yuba City
1104 Corporate Way, Suite 101, Sacramento, CA, 95831 | 916 564 5781 | www.shergilllawfirm.com

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ITEM 3 BOS PUBLIC COMMENT 017

From: [Petra](#)
To: [Clerk of the Board Public Email](#)
Subject: Item 3 and general accessibility to BOS Meetings for the public
Date: Tuesday, October 20, 2020 12:08:07 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

Please read this during public comment on item 3 or when it is appropriate.

Item 3, Why are you increasing campaign limits for Sheriff and DA campaigns? And why is this being done in a manner that is **not** clear and open to the public? I urge you to VOTE NO and not do this obviously self interested and corrupt action. I am also very perturbed that this action is so obtusely explained in the agenda items. We are the public, you serve us, and this absolutely does NOT serve Sacramento, neither an increase on campaign spending nor making your meetings and agenda materials so difficult to understand. Please remember you are PUBLIC SERVANTS.

Thank you,
Petra Lee
District 1

ITEM 3 BOS PUBLIC COMMENT 018

From: [Von Jon](#)
To: [Clerk of the Board Public Email](#)
Subject: campaign cash
Date: Tuesday, October 20, 2020 4:03:22 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To whom it may concern,

I am asking you all to DENY the request for increasing the limit on campaign monies that can be accepted by Sheriff Jones and DA Schubert.

Increase is not needed. \$5,000 to \$25,000 is a NO.

Also, NO to eliminating public campaign financing provisions in the County Code.

Thank you,

Jenniffer Vann
Sacramento, CA

ITEM 3 BOS PUBLIC COMMENT 019

From: [Robert Masullo](#)
To: [Clerk of the Board Public Email](#)
Subject: Campaign contributions
Date: Tuesday, October 20, 2020 2:44:54 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

I'm writing to state my opinion in opposition to raising the limit on campaign contributions. We do not need more money influencing our government. Please keep the current limit in place.

Robert Masullo
Folsom

Sent from my iPhone

AGENDA ITEM CONTINUATION MEMO

MEETING DATE: October 20, 2020

DEPARTMENT: Clerk of the Board

TITLE: **Adopt Ordinance Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections (Waived Full Reading And Continued From October 6, 2020; Item No. 41)**

BOARD ACTION: Item was discussed and continued to November 17, 2020 for Adoption.

MATERIAL FORWARDED

ITEM 45 BOS PUBLIC COMMENT 001

From: [Sean Epstein-Corbin](#)
To: [Clerk of the Board Public Email](#)
Subject: Public Comment 11/17/2020
Date: Monday, November 16, 2020 12:31:36 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Sacramento County Board Clerk:

I wish to enter the following off-agenda written comment into the record for the 11/17/2020 Sacramento County Board meeting:

Dear Sacramento County Board of Supervisors,

I write to request your denial of the District Attorney, Sheriff, and Assessor's request to increase their election contribution limits to \$25,000. Such increases would not only have an appearance of impropriety, but would invite external interests with large sums of money to influence our DA and Sheriff elections. Sums this large cannot be easily matched by the people and communities of Sacramento County which indeed are the stakeholders they are elected to serve. We instead ask you to consider contribution limits consistent with other counties of our size in California at \$1,500.

Please keep dark money out of local politics and allow local groups and citizens a fighting chance to keep Sacramento County politics truly democratic and responsive to community needs.

Sincerely,

Sean Epstein-Corbin, Ph.D.
Sacramento County, District 5 Resident

ITEM 45 BOS PUBLIC COMMENT 002

From: [Timothy Irvine](#)
To: [Clerk of the Board Public Email](#)
Subject: Public Comment on 11/17/20 Agenda Item 45
Date: Tuesday, November 17, 2020 10:46:32 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I understand that this item is also being heard / being moved to 12/08/20.

Regarding Item 45, "Adopt Ordinance Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits..."

I oppose contribution limits being increased.

We know big money already influences our elected officials.

Even larger counties have far lower limits:

- LA County: \$1,500
- Orange County: \$2,100
- San Diego: \$500
- Santa Clara: \$1,000
- Kern County: \$1,500

Please do NOT increase campaign contribution limits.

--

[Timothy Irvine, MPP/A](#)
Public Policy / International Studies

AGENDA ITEM CONTINUATION MEMO

MEETING DATE: November 17, 2020

DEPARTMENT: Clerk of the Board

TITLE: **Adopt Ordinance Amending Various Sections Within Chapter 2.115 Related To Election Campaign Contribution Limits And Deleting Articles 5 And 6 Related To Public Finance Of Elections (Waived Full Reading On October 6, 2020; Item No. 41) (Continued From October 20, 2020; Item No. 3)**

BOARD ACTION: Continued to December 8, 2020.

MATERIAL FORWARDED

**COUNTY OF SACRAMENTO
CALIFORNIA**

40

For the Agenda of:
December 8, 2020
Timed: 2:00PM

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Steven L. Hartwig, Deputy County Executive
Public Works and Infrastructure

From: Doug Sloan, Director, Department of Waste Management
and Recycling

Subject: Proposition 218 Public Hearing Regarding Solid Waste
Residential Rates And Resolution To Increase Solid Waste
Residential Rates

District(s): All

RECOMMENDED ACTIONS

1. Open the public hearing required by Section 6 of Article XIID of the California Constitution related to the proposed utility fee increases (Proposition 218), and consider all testimony and protests related to increasing monthly solid waste residential utility fees;
2. Make a finding that written protests related to the proposed utility fee increase did not meet the majority protest threshold required by Proposition 218 to prohibit the imposition of this increase;
3. Close the public hearing and adopt the attached resolution adopting the monthly solid waste residential utility fee increase; and
4. Direct staff to increase the Solid Waste Lifeline Rate Assistance Program monthly rebate amount from \$5.00 to \$7.70.

BACKGROUND

On September 22, 2020, the Board directed the Department of Waste Management and Recycling (DWMR) to proceed with the rate setting process pursuant to staff's recommendation of a five-year solid waste residential utility fee (rate) increase schedule. Key elements of the rate setting process, which are prescribed by the California Constitution (Proposition 218), include individual written notification of proposed actions to all affected ratepayers, a

Proposition 218 Public Hearing Regarding Solid Waste Residential Rates And Resolution To Increase Solid Waste Residential Rates

Page 2

majority protest process, and today's hearing. All notification requirements have been met.

Today's hearing meets the final procedural requirements of Proposition 218. If a majority of property owners affected by the proposed rate increase file written protests against the increase, the County cannot impose the rate change. As of October 30, 2020, only 415 written protests had been received (out of more than 160,000 customer accounts). Final numbers of actual written protests will be provided at the time of the hearing. In addition to the written notification required by Proposition 218, DWMR also mailed a second direct mail outreach piece to all of its customers, posted rate increase information on social media outlets, published a notice of public hearing in a newspaper of general circulation within the County, and posted proposed rate increase information on its website that included answers to Frequently Asked Questions, the consultant rate study, and a current versus proposed rate comparison table.

The Board is considering a recommended 5-year rate proposal with the proposed FY 2020/21 rate of \$36.96 per month for a 60-gallon service level. This represents an increase of \$13.41 over the current rate, which has been in effect since 2010. The proposed FY 2020/21 rate covers the standard residential curbside solid waste services for refuse, recycling, and green waste or organic waste, and includes street sweeping, one bulky waste pickup per year by appointment, curbside pick-ups of used oil and filters, and drop-offs of hazardous household waste at centers across the County.

Table 1. Recommended Residential Rates

Recommended Rate Plan	Monthly Rates				
	FY2021	FY2022	FY2023	FY2024	FY2025
30-Gallon Service	\$30.37	\$31.96	\$33.69	\$35.14	\$36.38
60-Gallon Service	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34
90-Gallon Service	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43

*Rates reflect costs for the standard service level: 3-cart system including one cart each for garbage, recycling (up to 90 gal) and organic waste (up to 90 gal), one bulky waste pick up service per year, free HHW drop offs and curbside pick up for certain items (e.g. used oil), street sweeping, and compliance with SB 1383 regulations.

Comparison of Proposed Residential Rates to Nearby Communities

Compared to neighboring jurisdictions, the proposed residential rate changes for the unincorporated County, if adopted, would remain reasonable and competitive, as shown in Table 2.

Table 2. Comparison of Residential Rates with Nearby Communities

	Effective Date	Approved Rate Increases			Proposed Increases County of Sacramento
		City of Folsom*	City of Davis	City of Sacramento	
<i>Rates for One Standard Cart (60/64-gallon)</i>					
Current Rates	Jul 1, 2020	\$30.00	\$42.85	\$42.59	\$23.55
<i>Proposed Increase</i>	-	-	-	-	<i>\$13.41</i>
Future Rates	Feb 1, 2021	\$30.00	\$42.85	\$42.59	\$36.96
	Jul 1, 2021	\$34.50	\$46.28	n/a	\$38.65
	Jul 1, 2022	\$39.75	\$48.59	n/a	\$40.46
	Jul 1, 2023	\$45.75	\$51.02	n/a	\$42.02
	Jul 1, 2024	n/a	n/a	n/a	\$43.34

* City of Folsom rates do not factor-in cost increases associated with SB 1383 requirements.

Solid Waste Lifeline Rate Assistance Program

The County currently provides a \$5.00 per month (\$60 per year) benefit to qualifying households towards their solid waste services bill. The Solid Waste Lifeline Rate Assistance Program (SWLRAP) program is funded by the County's share of Solid Waste Authority (SWA) franchise fees. As of October 1, 2020, the program had 5,720 eligible households receiving a rebate, out of 162,000 household customers. The \$60.00 benefit level represents a 21 percent discount on the typical customer bill. With the proposed rate increases, the relative value of this benefit amount will decrease to about 14 percent. To help offset the impact of the rate increase, staff recommends increasing the monthly rebate amount to \$7.70 per month (\$92.40 per year), a 54 percent increase, based on the projected increase in rates.

FINANCIAL ANALYSIS

According to the Residential Solid Waste Rate Study completed by HF&H Consultants, the recommended rates are projected to generate approximately \$162 million in new residential rate revenue through the end of FY 2024/25 for a total of \$403 million in revenue over the 5 years. Compared to projected expenditures over the same 5-year period of \$409 million, this will result in a cumulative deficit of only \$6 million, which will be financed by existing reserve funds. On the other hand, maintaining existing rates at current service levels including compliance with SB 1383 would result in a cumulative shortfall of \$168 million or an average shortfall of \$34 million annually. Therefore, the recommended rates are critical to maintaining the County's Solid Waste Enterprise as a going concern, with sufficient resources to meet its operational and regulatory obligations.

Attachment(s):

RES – Residential Rate Resolution

EXH A – Recommended Residential Rate Schedule

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA TO REVISE THE
RATES AND CHARGES LEVIED BY THE SOLID WASTE ENTERPRISE
FOR RESIDENTIAL COLLECTION SERVICES**

WHEREAS, the BOARD OF SUPERVISORS (the "BOARD") of the COUNTY OF SACRAMENTO (the "COUNTY") has heretofore adopted section 6.20 of the Sacramento County Code; and

WHEREAS, said Section 6.20 sets forth the BOARD's overall plan for the collection and disposal of solid waste (refuse) in the unincorporated areas of the COUNTY and establishes regulations insuring the implementation and execution of the plan in a manner which protects health, safety and welfare; and

WHEREAS, said plan is commonly referred to as the Sacramento County Solid Waste Enterprise (the "ENTERPRISE"); and

WHEREAS, the BOARD has previously set rates and charges for the ENTERPRISE, which rates and charges are now in effect; and

WHEREAS, the ENTERPRISE has insufficient revenues or reserves to fund operating costs of solid waste management services without a service charge increase; and

WHEREAS, the BOARD directed the ENTERPRISE to proceed with all actions necessary to comply with the requirements of Section 6 of Article XIIID of the California Constitution, for property-related service charge increases ("Section 6"); and

WHEREAS, the ENTERPRISE did provide individual written notification, as required by Section 6, to each property owner receiving solid waste collection service that an increase in service fees would be considered by the BOARD on December 8, 2020; and

WHEREAS, the written notification to each property owner provided the reason for the service charge increase and how the proceeds of the increase will be used; and

RESOLUTION OF THE BOARD OF SUPERVISORS COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA TO REVISE THE RATES AND CHARGES LEVIED BY
THE SOLID WASTE ENTERPRISE FOR RESIDENTIAL COLLECTION SERVICES
Page 2

WHEREAS, the written notification further provided each property owner the opportunity to file a formal, written protest to the proposed service charge increase; and

WHEREAS, such written protests do not meet the 50 percent threshold requirements of Section 6; and

WHEREAS, the BOARD has considered any and all oral and written communication concerning the proposed rates and charges, and any other matter relative to said proposed rates and charges.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, COUNTY of SACRAMENTO, a political subdivision of the State of California, as follows:

1. The BOARD finds that the written protests filed against the proposed service charge increases do not meet the threshold requirements of Section 6 of Article XIIID of the California Constitution.
2. The BOARD finds and determines that the rates and charges set forth herein do not exceed the funds required by the ENTERPRISE to provide residential collection services.
3. The BOARD finds and determines that the rates and charges set forth herein shall not be used for any purpose other than for which the rates and charges were imposed, and shall further not be used to provide general governmental services where the service is available to the public at large in substantially the same manner as it is to property owners paying the rates and charges.
4. The BOARD finds and determines that the fee amounts to be imposed upon any affected parcel shall not exceed the proportional cost of residential collection services attributable to the parcel.
5. The BOARD hereby adopts the rates stated in Exhibit A as the rates and charges to be collected by the ENTERPRISE from all residential

RESOLUTION OF THE BOARD OF SUPERVISORS COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA TO REVISE THE RATES AND CHARGES LEVIED BY
THE SOLID WASTE ENTERPRISE FOR RESIDENTIAL COLLECTION SERVICES
Page 3

customers receiving waste management collection services. Said rates and charges are to be effective February 1, 2021, July 1, 2021, July 1, 2022, July 1, 2023 and July 1, 2024. No such rates and charges may be imposed upon any parcel unless residential collection services are actually used by, or immediately available to, the owner of the parcel in question.

6. The BOARD hereby directs that the Solid Waste Lifeline Rate Assistance Program rebate be increased from \$5.00 to \$7.70 per month per household.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of December, 2020, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

RESOLUTION OF THE BOARD OF SUPERVISORS COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA TO REVISE THE RATES AND CHARGES LEVIED BY
THE SOLID WASTE ENTERPRISE FOR RESIDENTIAL COLLECTION SERVICES
Page 4

ATTEST: _____
Clerk, Board of Supervisors

Exhibit A
Recommended Residential Rates Schedule
Effective February 1, 2021, July 1, 2021, 2022, 2023, 2024
for Residential Solid Waste Collection Services

Category Description		Billing Unit	Effective Feb 1, 2021	Effective July 1, 2021	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
1. A. Single Family & Duplex Curbside RESIDENTIAL with GREEN WASTE and SINGLE-STREAM RECYCLING							
1.	Weekly Garbage Service						
	a. 30 gallon cart	Per Month	\$30.37	\$31.96	\$33.69	\$35.14	\$36.38
	b. 60 gallon cart	Per Month	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34
	c. 90 gallon cart	Per Month	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43
2.	Bi-Weekly/Weekly Green Waste Service*						
	a. One 90 gallon cart bi-weekly		Included in Monthly Rate				
	b. One additional 90 gallon cart bi-weekly/weekly	Each cart per month	Included	\$8.40**	\$11.15	\$11.70	\$12.15
	c. Each extra Green Waste cart after first 2	Each cart per month	\$6.05	\$8.40	\$11.15	\$11.70	\$12.15
	d. Green Waste exemption	No Green Waste Service	(\$2.00)	(\$2.00)***	No credit		
3.	Bi-Weekly Single-Stream Recycling Service						
	a. One 90 gallon cart		Included in Monthly Rate				
	b. Each extra Single-Stream cart bi-weekly	Each cart per month	\$5.25	\$5.50	\$5.65	\$5.85	\$6.05
4.	Appointment Based Neighborhood Clean-Up						
	a. One customer scheduled bulky item pick-up per year	Up to 5 Cubic Yard	Included in Monthly Rate				
	b. Materials set out in excess of 5 cubic yards		\$25.00	\$25.80	\$26.50	\$27.20	\$27.95
	c. Additional service with an appointment	Up to 5 Cubic Yard	\$43.00	\$44.35	\$45.55	\$46.75	\$48.05
	d. Additional service without an appointment	Up to 5 Cubic Yard	\$60.00	\$61.90	\$63.55	\$65.20	\$67.05
1. B. ADDITIONAL GARBAGE CARTS - Weekly Service - First Cart Must Be 90 Gallon Rate							
1.	a. 30 gallon cart	Each Cart Per Month	\$5.84	\$5.90	\$5.96	\$6.03	\$6.08
	b. 60 gallon cart	Each Cart Per Month	\$12.50	\$12.66	\$12.80	\$12.98	\$13.11
	c. 90 gallon cart	Each Cart Per Month	\$20.13	\$20.43	\$20.68	\$21.00	\$21.24
2. A. GARBAGE OVERFLOW - Additional Service							
1.	Overflow on Regular Service Day						
	a. First refill of garbage cart						
	30 Gallon		\$4.15	\$4.25	\$4.40	\$4.50	\$4.65
	60 Gallon		\$5.65	\$5.80	\$6.00	\$6.15	\$6.30
	90 Gallon		\$7.40	\$7.65	\$7.85	\$8.05	\$8.30
	b. Each additional refill of garbage cart	Per # of Cart Refills That Day					
	30 Gallon		\$4.15	\$4.25	\$4.40	\$4.50	\$4.65
	60 Gallon		\$5.65	\$5.80	\$6.00	\$6.15	\$6.30
	90 Gallon		\$7.40	\$7.65	\$7.85	\$8.05	\$8.30
2.	Additional Pick-up on Non-Regular Service Day						
	a. First garbage cart	First Cart That Day					
	30 Gallon		\$17.75	\$18.25	\$18.80	\$19.25	\$19.80
	60 Gallon		\$18.45	\$19.00	\$19.50	\$20.05	\$20.60
	90 Gallon		\$19.15	\$19.75	\$20.25	\$20.80	\$21.40
	b. Each additional refill of cart	Per # of Cart Refills That Day					
	30 Gallon		\$4.15	\$4.25	\$4.40	\$4.50	\$4.65
	60 Gallon		\$5.65	\$5.80	\$6.00	\$6.15	\$6.30
	90 Gallon		\$7.40	\$7.65	\$7.85	\$8.05	\$8.30

Exhibit A
Recommended Residential Rates Schedule
Effective February 1, 2021, July 1, 2021, 2022, 2023, 2024
for Residential Solid Waste Collection Services

Category Description		Billing Unit	Effective Feb 1, 2021	Effective July 1, 2021	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
2 B. Green Waste OVERFLOW - Additional Service							
1.	Additional Pick-up Non-Regular Service Day						
	a. First green-waste cart	First Cart That Day	\$17.75	\$18.30	\$18.80	\$19.25	\$19.80
2 C. Recycling OVERFLOW - Additional Service							
1.	Overflow on Regular Service Day						
	a. First refill of recycling cart		\$4.20	\$4.35	\$4.40	\$4.55	\$4.70
	b. Each additional refill of cart	Per # of Cart Refills That Day	\$4.20	\$4.35	\$4.40	\$4.55	\$4.70
2.	Additional Pick-up Non-Regular Service Day						
	a. First recycling cart	First Cart That Day	\$17.50	\$18.00	\$18.55	\$19.00	\$19.55
	b. Each additional refill of cart	Per # of Cart Refills That Day	\$4.20	\$4.35	\$4.40	\$4.55	\$4.70
3. PREMIUM SERVICE - Special Truck and/or Route Service							
	a. At House Pick-Up	Each House	\$27.30	\$28.15	\$28.90	\$29.65	\$30.50
	b. At House Pick-Up With Disability Exemption		No Charge				
4. DELIVERY/PICK-UP CHARGE							
	Carts must be kept for a 1 year minimum to avoid delivery/pick-up fee.						
	a. First Change within a 1 Year Period		No Charge				
	b. Each Subsequent Change within a 1 Year Period	Per Cart	\$16.00	\$16.50	\$16.95	\$17.40	\$17.90

* Green Waste Service will include food waste collection effective on or after January 1, 2022.

** Charge for a 2nd Green Waste cart will be effective on or after January 1, 2022.

*** Green Waste Exemption credit will end effective on or after January 1, 2022.

From: [OCE Agenda. Clerk](#)
To: [Board of Supervisors-Members](#)
Cc: [Gill. Nav](#); [Travis. Lisa](#); [Evans. Florence](#); [Hartwig. Steven](#); [Sloan. Doug](#); [Munoz. Alma](#); [Bishop. Amanda](#); [OCE Agenda. Clerk](#)
Subject: Residential Solid Waste Rate Increase - Returned Mail Resolution
Date: Wednesday, October 28, 2020 4:22:07 PM
Attachments: [image001.png](#)
[image002.png](#)

Please see the email below from Doug Sloan, Director, Department of Waste Management and Recycling.



From: Sloan. Doug
Sent: Wednesday, October 28, 2020 2:48 PM
To: Shanks. Stephanie
Subject: FW: Returned mail resolution.

It was brought to my Department's attention yesterday that a handful of properly addressed protests regarding our residential solid waste rate increase were returned to the sender over the weekend. County staff immediately notified the Post Office of the issue, and the Post Office indicated it was an error made by the clerk at the local Post Office location who mistakenly sent some mail back thinking there was a forwarding order on file. The Post Office further confirmed that the issue has been fixed and that measures are in place to prevent this from occurring again. In total, we received customer feedback regarding their protests being returned in the following formats:

- 1) 3 SacGreenTeam emails
- 2) 3 Board of Supervisors emails
- 3) 1 Facebook post
- 4) 5 calls and 1 email to CUBS

The Post Office error that occurred over the weekend does not appear to be a global issue. As of last Friday at 4pm, CUBS had received 216 written protests. Moreover, during the time some protests were being returned to sender, CUBS continued to also receive protests in the P.O. Box set up to receive said written protests to the residential solid waste rate increase.

County staff has responded directly to customers who contacted the County about this issue. In addition, the following response has been posted as an announcement on the DWMR SacGreenTeam website and has been sent out to 311/CUBS and Supervisor offices for their information and use when addressing customer inquiries:

Returned mail – Notice of Proposed Rate Increase for Solid Waste Collection

Over the weekend of October 24/25, a handful of residents sending written protests for the proposed rate increase for solid waste collection services have reported that their protests have been returned by the Post Office. The Post Office has confirmed to the County that this was a Post Office error, and has been resolved.

The Post Office has advised that, for anyone submitting a written protest that was returned by the Post Office, to remove the yellow "Return to Sender" sticker, and drop back into the mail (no additional postage is needed) to:

County of Sacramento
P. O. Box 279420
Sacramento, CA 95827-9420
Thank you.

DWMR has consulted with County Counsel about this Post Office error. We are proceeding with the public hearing on December 8. In light of the facts that the error was outside the County's control, the error only occurred for a short period of time and was promptly corrected by the County, and customers still have over a month (until the day of the public hearing) to mail in their written protests, our determination is that the integrity of the Proposition 218 majority protest procedures was not compromised, and a continuation and/or re-noticing of the public hearing is not necessary. Although the Post Office is not able to quantify the number of protests that were returned in error, the Department estimates that 10% of the current protests received to date (or 21 protests) is a reasonable estimate. Our current customer base requires that, in order for a majority protest to be successful and prevent the imposition of the proposed rate increase, the County would need to receive approximately 76,145 written protests.

Please let me know if you have any additional questions or concerns regarding this matter.

Best regards,

Doug Sloan

Director | County of Sacramento

Department of Waste Management & Recycling

Office: (916) 876-8883



ITEM 40 BOS PUBLIC COMMENT 001

From: [Hung Nguyen](#)
To: [Clerk of the Board Public Email](#)
Subject: A Template or Protest Letter.
Date: Friday, November 27, 2020 11:41:50 PM
Attachments: [pSAC-SolidWasteRateIncrease_ProtestLetter.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

If you can share the attached template to the Sacramento County residents. I believe it would help them, make it easy to, voice their protest to Solid Waste Collection rate increase. A rate increase in the very hard situation we are all in right now would be hard for every resident.

Sincerely yours,
Hung S. Nguyen

Protest
to
Waste Collection Rate Increase

Attn: Sacramento County Board of Supervisors
County of Sacramento
P.O. Box 279420
Sacramento, CA 95827-9420

Parcel Address: _____
Your address (service address)

Parcel Number: _____
Parcel number of your address (showed on the utilities bill)

I'm, (name) _____, the owner of the above residential parcel address.
Here in, protest the proposed rate increase to the solid waste collection.

Best Regards,

Your signature & name

ITEM 40 BOS PUBLIC COMMENT 002

From: [antonio ranit](#)
To: [Clerk of the Board Public Email](#)
Subject: Against proposed rate increase !
Date: Saturday, October 17, 2020 10:37:21 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

With so many businesses closing , people losing jobs left and right, EDD unable to process unemployment benefits, tax increase , uncontrolled pandemic and here you are proposing another blow to the suffering Californian's !!!!! Where do you muster the guts to ask for another increase ? You folks must have buried your head in the sand not to see the suffering of your constituents and increasing poverty , its unbelievable how callous are the leaders to even think about creating another revenue stream to squander , gasoline tax that resulted in the same roads we travelled with the same potholes . On December 8, vote with a conscience and think about you can best manage the millions of dollars that should be appropriated to the actual services NOT THE POCKETS of CEO's ...we as a community is sick and tired of the corruption !

Antonio G. Ranit RN
7311 34th street , Northhighlands, CA 95660

ITEM 40 BOS PUBLIC COMMENT 003

From: [Charley Wang](#)
To: [Clerk of the Board Public Email](#)
Subject: Against the Proposed Rate Increase
Date: Tuesday, October 20, 2020 10:44:14 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

As a property owner of Sacramento County, I am protesting the rate increase proposed recently. You have been cutting back the service of yard and recycling biweekly and now want to increase the rate by whooping 30% which is ridiculous.

Please record this for the following accounts.

Account Number	Parcel Number	Parcel Address
50008266817	22520500340000	3060 DIORITE WAY
50010787876	02002340180000	4333 E NICHOLS AVE
50010287700	28301830100000	5208 MORRO BAY DR
50010731265	27401100470017	706 NORTHFIELD DR E

--

Charley Wang
916-919-1244

ITEM 40 BOS PUBLIC COMMENT 004

From: kwilliam@winfirst.com
To: [Clerk of the Board Public Email](#)
Subject: Board Hearing on Proposed Curbside Collection Rate Increase for Sacramento County on December 8, 2020, 2:00 P.M.
Date: Monday, October 19, 2020 12:03:23 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

RE: Regarding Proposed Curbside Collection Rate Increase for Sacramento County.

Dear Sacramento County Board of Supervisors,

This e-mail serves as written notice of my opposition to the rate increases for curbside collection proposed to begin February 1, 2021. Under the proposed changes, a typical Sacramento county residential customer utilizing a 60-gallon garbage container will see a rate increase of approximately fifty-seven percent (57%) in 2021 followed by annual increases that amount to an overall rate increase of eighty-four percent (84%) by July 2024.

These proposed increases are enormous and come during a pandemic when many people are out of work or struggling to make ends meet. Based upon a reading of the study that determined these increases, I believe that Sacramento County has neither fully explored other cost-effective alternatives nor effectively communicated or justified such extreme rate increases. At the December 8, 2020 hearing on this matter, I urge you to reject or delay these proposed increases and consider other options that do not place such a heavy burden on Sacramento county rate payers.

Thank you for taking the time to read this email.

Sincerely,

W. Kevin Williams

1613 El Nido Way
Sacramento, CA, 95864

kwilliam@winfirst.com

ITEM 40 BOS PUBLIC COMMENT 005

From: [Mary Swisher](#)
To: [Clerk of the Board Public Email](#)
Subject: Comments for Dec. 8, 2020 meeting
Date: Friday, November 20, 2020 8:46:03 AM
Attachments: [pastedGraphic.png](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I wish to protest the use of a street cleaners in our neighborhood of Sierra Oaks Vista. This has been a fairly new addition to our services in this area. Our streets are fragile and the monthly pass through of the very polluting cleaning truck is destroying the roads. I am sure there are other areas that these services are more appropriate.

Thank you,
Mary Swisher





ITEM 40 BOS PUBLIC COMMENT 006

From: [Dave Buehler](#)
To: [Clerk of the Board Public Email](#)
Subject: Dec 8, 2020 hearing feedback
Date: Saturday, November 28, 2020 8:29:36 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Good morning,

I am writing in regards to the proposed rate increases in the upcoming hearing.

As a business owner, property owner, landlord and licensed private fiduciary,,I realize that the cost doing business is ever increasing.

However, I think that a 56.9% increase is excessive for the following reasons:

1. Residential rental property owners are not being paid the rent due. Many of the tenants will likely move out and the landlord will suffer significant financial loss.
2. Many people have lost their job and unemployment is running out.
3. Over the next 6 months, the local economy will be seriously impacted as state workers will have to be terminated due to lack of state funds lost by loss of sales tax revenue etc.
4. Some of my clients with little available resources have difficulty remaining in their own home due to lack of funds.

I would encourage a modified proposal asking for a more modest increase in fees. By early 2022, the economy should slowly be getting back to normal.\

Thank you for your time in considering my thoughts on this proposed rate increase.

David Buehler

ITEM 40 BOS PUBLIC COMMENT 007

From: [mrfSac](#)
To: [Clerk of the Board Public Email](#)
Subject: December 8, 2020 Meeting
Date: Saturday, October 17, 2020 1:13:23 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Question for Board of Supervisors meeting.

From:

Martin Fraser
2520 Romany Rd.
Sacramento, CA
95821
916-974-7088

The proposed rate increases for Solid Waste are very high. Has the Board considered doing as Sweden does, use Waste To Energy plants to incinerate most of the waste? Buried landfill turns in to methane and eventually Carbon Dioxide. So just skip the landfill part and burn it. Excess plastic bottles, which are currently piling up could also be incinerated. Sweden currently only buries 1% of their solid waste. As far as food scrap collection, Seattle just lets you put it in the green waste container. Please consider alternatives to your expensive plans.

Thank you, Martin Fraser

ITEM 40 BOS PUBLIC COMMENT 008

From: [Sengthiene Bosavanh](#)
To: [Clerk of the Board Public Email](#)
Subject: Dispute of the proposed rate hikes for garbage, water, sewer
Date: Friday, November 6, 2020 10:16:28 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

11/5/20 County of Sacramento PO BOX 279420 Sacramento, CA 95827-9420 I formally dispute the proposed rate hikes for garbage, water sewer. We are already paying very high rates for a service that is minimal at best. The last rate increases did not provide better or additional services and yet rates continue to rise. (Over 161% for a 60 gallon can by 7/24!!!) Being a very long term resident of Sacramento Co, I should not have to carry the extra burden of over-development and lack of improved infrastructure allowed in the last decade. These are the specific reasons I dispute these current proposed rate hikes: 1 Garbage service is limited to once a week. There are no other options for home service garbage disposal available or allowed. Even if we decide to personally take our garbage to the dump each week, we cannot opt out of service charges for pickup. 2 Dump costs have increased to the point that it is too expensive for many people to take loads to transfer sites, causing excess illegal dumping in fields, road sides, and private properties. This rate hike will definitely increase this practice. 3 Most people do not have the means, time, or personal ability to take refuse to the transfer sites and are forced to find other means to dispose of larger, or weekly loads of refuse. Residents are being forced to rely on the current barely efficient system. 4 Annual "one time pick up" services are so limited in size, scheduling, and placement time constraints that it is almost too difficult for single persons, elderly, or working persons to utilize. 5 Personal recycling is virtually out of the question now as most recycle centers are in remote areas, wait times are extensive, benefits are not worth the time and effort, and conditions are usually abhorrent at these centers. This forces people to use your services, now and at an additional proposed cost. 6 Green waste is very limited for areas with large lots and extensive foliage, true of most older neighborhoods. Additionally, cans now result in additional charges per can. 7 Street cleaning services are poorly scheduled and ineffective. They come when there is unnecessary clean up and often not at all during heavy leaf and branch seasons. 8 The phone system has switched to the "311" system. When trying to reach Sanitation for any reason, you are thrown into the general county 311 calls, which service NUMEROUS agencies now, causing and very long wait times and transfers to the individual you need to reach. 9 Sewer maintenance in many areas has not been upgraded or serviced in many years. There has been no improvement in water disposal systems in my area for over a decade. Also, given we have been in a drought for many years now, there has not been an increase in use or need for any immediate rate hikes in relation to sewer or water runoff. I realize this is not part of the projected increase, but no doubt, soon to come. 10 With the Covid pandemic, job loss, business closures, increased costs of living, most people are struggling to survive. This is NOT the time to increase rates which will not improve the current system for the average individual! Sincerely,

Jeffrey Milam
2430 Pavilions Place Lane
Sacramento, CA 95825

ITEM 40 BOS PUBLIC COMMENT 009

From: [Louis Bisbiglia](#)
To: [Clerk of the Board Public Email](#)
Subject: Fw: Garbage And Waste increase
Date: Tuesday, October 27, 2020 12:49:16 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Shame on you for even considering such a big increase..... not reasonable at all.....

re think this.....

----- Forwarded Message -----

From: Dick Barbar <dickbarbar@icloud.com>

To: Bih"Bee" Yuan <bihtsay@yahoo.com>; Delyse Gannaway <gannaway02@yahoo.com>; Rhett Snider <rhettsnider1964@gmail.com>; Sandi Corbett <corbettsc@aol.com>; Judy Flora <jflora@viedu.org>; Madeleine Jensen <madeleinejensen1214@gmail.com>; Linda Schiff <theschiffs@att.net>; Lewis Bisbiglia <l_bisbiglia@yahoo.com>; Bailey Snider <sniderbailey@gmail.com>; Dick Barbar <dickbarbar@me.com>; Candace Fortune <childpsychmd@hotmail.com>; Dick Gordon <ragordonco@gmail.com>; Brian French <bafrench@salientprocess.com>; Steven Polansky <stevenpolansky@gmail.com>; Frances Burk <fjburk@sbcglobal.net>; Bill Thomas <wpthomas@aol.com>; Chuck Clifton <cliftonc@netzero.net>; Marty Holbus <mholbus@hhmed.com>; John Rochelle <johndrochelle@comcast.net>; Sandie Dunn <sandiekdunn@icloud.com>; Karen Polansky <kkpolansky@gmail.com>; Joe Hart <bobnjoe@comcast.net>; Molly Bisbiglia <mbisbiglia@yahoo.com>; Tim and Melissa Wheeler <melissa.melcher88@gmail.com>; Al & Connie Striplen <al_striplen@gmx.com>; Chuck/Linda Olmstead <ttocs916@aol.com>; Mary & Scott Bistransky <slb69@comcast.net>; Dave&Patti Imrie <imrieplbg@gmail.com>; Bill&Nancy Whitaker <whitakn@comcast.net>; Susan&Jack Ferguson <susieferguson@comcast.net>

Sent: Tuesday, October 27, 2020, 12:35:49 PM PDT

Subject: Re: Garbage And Waste increase

Dear Neighbors

I stand corrected on this email (at least partially). The Board of Supervisors did pass the resolution for the County Staff to move forward with this proposal to raise rates for trash, recycling and green waste pickup.

However, that resolution just directed the staff to initiate the process of getting public input to the Board prior to the Board finalizing the rate proposal.

Attached is a copy of the flyer we all received. **Note the process for giving the county input prior to Dec. 8, 2020 by email, mail or phone.**

The more input from ratepayers to not increase rates with this proposal the better chance we have to make a change.

Dick

<https://wmr.saccounty.net/Documents/Prop 218 Mailer Web Version FINAL 10-2-20.pdf>

On Oct 23, 2020, at 10:33 AM, Dick Barbar <dickbarbar@icloud.com> wrote:

This resolution passed by the board on 9/22. I sure missed it.

Take a look. Second cans for green waste and recycling will now be charged (Jan 21 for GW).

But we'll still get the street swept.

<https://wmr.saccounty.net/Documents/Prop%20218%20Current%20vs%20Proposed%20Residential%20Rate%20Comparison.pdf>

<Prop 218 Current vs Proposed Residential Rate Comparison.pdf>

ITEM 40 BOS PUBLIC COMMENT 010

From: [Conde-Ortiz, Terri](#)
To: [Bishop, Amanda](#)
Subject: FW: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase
Date: Monday, November 30, 2020 12:56:22 PM
Attachments: [image001.png](#)

Another one

Terri Conde-Ortiz
Supervisor Peters-District 3
700 H Street, Suite 2450
Sacramento, CA 95814
916-874-5471



From: Susan Peters <SusanPeters@saccounty.net>
Sent: Monday, November 30, 2020 12:41 PM
To: Sarah K. J. Bain <sarahkjensen@gmail.com>
Cc: McCarthy-Olmstead, Vanessa <McCarthy-OlmsteadV@saccounty.net>; Conde-Ortiz, Terri <conde-ortizt@saccounty.net>
Subject: RE: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase

Dear Ms. Bain,

Supervisor Susan Peters is scheduled to be on a series of telephone conference calls today so she asked me to monitor her email inbox and reply on her behalf.

The Board of Supervisors will be holding a public hearing on the proposed rate increase in December. I will make sure she sees your email. You and your neighbors can also voice your concern to the entire Board at the meeting which will probably be held virtually due to the public health emergency. Also people can send a written comment to BoardClerk@saccounty.net or call 916-875-2500 to make a verbal comment during the hearing on December 8, 2020 at 2:00 p.m.

Please note if written protests are submitted by a majority of customers, the proposed rate increase will not be implemented in accordance with rules established under the process passed by the voters in 1996 set forth by Proposition 218. However, that process establishes that written protest must be received by the December 8th public hearing and the written protest must include the customer's name and service address and be submitted by the property owner or the customer of record of the Sacramento County Department of Waste Management and Recycling. Again the protest must be submitted in writing. E-mail, faxed, or photocopied letters cannot be accepted. The written protest must be sent to

County of Sacramento
P.O. Box 279420
Sacramento, CA 95827-9420

While the County must charge all customers the same rate for the same service, the County is able to offer to low-income customers monthly rebates through the Solid Waste Lifeline Rate Assistance Program. For those individuals in challenging situations caused by the pandemic, I hope you will pass along that information and persons facing such hardship can contact Consolidated Utilities Billing and Service at 916-875-5555 to see if they qualify.

Thank you for the opportunity to share the above information.

Howard Schmidt
Chief of Staff to Supervisor Susan Peters

From: Sarah K. J. Bain <sarahkjensen@gmail.com>

Sent: Monday, November 30, 2020 8:16 AM

To: Susan Peters <SusanPeters@saccounty.net>

Cc: Schmidt. Howard <SchmidtH@saccounty.net>; McCarthy-Olmstead. Vanessa <McCarthy-OlmsteadV@saccounty.net>; Conde-Ortiz. Terri <conde-ortizt@saccounty.net>

Subject: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Dear Supervisor Peters,

I am contacting you on behalf of myself, my family, my friends and my neighbors who reside in your district, and my community, to ask you to please vote NO at the December 8, 2020, 2:00 PM Board of Supervisors meeting/public hearing regarding the Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase (Agenda Number TBD).

Attached, please find a summary highlighting issues and concerns regarding the Proposed Rate Increase for Sacramento County's solid waste curbside collection. I apologize for its length, but there are many problems with the current proposal. I realize that you are busy, and I want to make sure you were given sufficient time to review the summary and attached reference materials, which provide Sacramento County's information (and misinformation) discussed in the argument, so that you can cast an informed vote. I read your impressive biography posted on Sacramento County's website and know that you will exercise sound judgment when deciding that this rate increase, as currently proposed, shall not pass.

While a rate increase is justified, this proposed rate increase attempts too much. I urge you to DENY the Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase.

Thank you for your time and support and for being a community voice.

Respectfully,

Sarah Bain

ITEM 40 BOS PUBLIC COMMENT 011

From: [Bishop, Amanda](#)
To: [Bishop, Amanda](#)
Subject: FW: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase
Date: Monday, November 30, 2020 12:58:27 PM
Attachments: [COSBOS 12-8-20 Hearing Comment \(with Reference Material\).pdf](#)
[image001.png](#)

From: Conde-Ortiz, Terri <conde-ortizt@saccounty.net>
Sent: Monday, November 30, 2020 11:25 AM
To: Bishop, Amanda <bishopa@saccounty.net>
Subject: FW: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase

Thanks,

Terri Conde-Ortiz
Supervisor Peters-District 3
700 H Street, Suite 2450
Sacramento, CA 95814
916-874-5471



From: Sarah K. J. Bain <sarahkjensen@gmail.com>
Sent: Monday, November 30, 2020 8:16 AM
To: Susan Peters <SusanPeters@saccounty.net>
Cc: Schmidt, Howard <SchmidtH@saccounty.net>; McCarthy-Olmstead, Vanessa <McCarthy-OlmsteadV@saccounty.net>; Conde-Ortiz, Terri <conde-ortizt@saccounty.net>
Subject: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Dear Supervisor Peters,

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Attached, please find a summary highlighting issues and concerns regarding the Proposed Rate Increase for Sacramento County's solid waste curbside collection. I apologize for its length, but there are many problems with the current proposal. I realize that you are busy, and I want to make sure you were given sufficient time to review the summary and attached reference materials, which provide Sacramento County's information (and misinformation) discussed in the argument, so that you can cast an informed vote. I read your impressive

biography posted on Sacramento County's website and know that you will exercise sound judgment when deciding that this rate increase, as currently proposed, shall not pass.

While a rate increase is justified, this proposed rate increase attempts too much. I urge you to DENY the Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase.

Thank you for your time and support and for being a community voice.

Respectfully,

Sarah Bain

Sarah K. J. Bain 3956 Brule Court, Sacramento CA 95821 ♦ 916-482-1923 ♦ sarahkjensen@gmail.com

November 20, 2020

Agenda Item: Sacramento County Department of Waste Management and Recycling's
Solid Waste Curbside Collection Proposed Rate Increase

Agenda Item Number: TBD

Public Hearing Date: December 8, 2020

Public Hearing Time: 2:00 PM

Public Hearing Location: Sacramento County Administration Center
Board of Supervisors Chambers
700 H Street
Sacramento, CA 95814

This serves as a public comment to oppose the proposed rate increase for solid waste curbside collection by Sacramento County Department of Waste Management and Recycling.

INTRODUCTION

In accordance with Proposition 218, Sacramento County Department of Waste Management and Recycling (SCDWMR) sent a Customer Notification Flyer (CNF) and Customer Notification Postcard (CNP) to inform property owners and customers of record that a proposed rate increase is being considered. Notice was given to property owners and customers to allow them the opportunity to oppose the proposed rate increase so it is not implemented.

SUMMARY OF PROPOSED RATE INCREASE

The County is committed to providing reliable services at the lowest possible rates. (CNF) The County currently provides a standard level of service that includes weekly curbside collection of residential garbage; bi-weekly collection of green waste and recyclables (with weekly green and food waste collection starting January 1, 2022); weekly curbside collection of used motor oil, oil filters, and used cooking oil; once per calendar year pickup of bulky waste by appointment; monthly street sweeping; collection of illegal dumping; and Household Hazardous Waste drop-off service. (CNF)

The proposed rate increase will offset the cost to process recyclables and green waste collected curbside; cover costs to collect residential food waste with green waste weekly, beginning January 1, 2022, as mandated by State law; and offset rising costs for labor, services supplies, and equipment maintenance. (CNF) The proposed increase to the County's monthly residential solid waste rates for the standard level of service includes one (1) recycling cart and one (1) green waste cart. (CNF)

ISSUE

Whether SCDWMR's Solid Waste Curbside Collection Proposed Rate Increase should be implemented?

ARGUMENT

The SCDWMR's Solid Waste Curbside Collection Proposed Rate Increase should NOT be implemented. The proposed rate increase is unfair and unreasonable, reduces the standard level of service, is based on a biased study, misleads and misinforms SCDWMR's customers, offers an ineffective assistance program, and is ill-timed for the community. The rate increase, as currently proposed, imposes a significant burden on Sacramento County property owners and SCDWMR customers.

1. The proposed rate increase is unfair and unreasonable to SCDWMR customers.

A. It is unfair to require SCDWMR customers to immediately and simultaneously assume SCDWMR's past debt AND cover future costs.

The SCDWMR is requesting the residential rates be increased for the first time in ten (10) years, as residential solid waste collection services are operating at a loss, and reserves are being used to make up the difference.

(<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) Inflation has increased 30 percent, new services have been added to the County's operations, the cost to divert our recycling has increased, and new State legislation has significantly increased the County's current and future operating costs and capital project needs. (CNF) Rates are being increased to offset the rising cost of doing business since 2010 due to inflation; the increased cost to process recyclables and green waste collected at the curb; the cost to increase collection of residential food and green waste (organics) from bi-weekly to weekly beginning in 2022 in order to comply with new State law mandating the diversion of food waste away from the landfill; the cost of a new transfer building at our North Area Recovery Station (NARS) for the handling of residential organics and the growing volume of garbage; and the cost to continue providing monthly residential street sweeping. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

This proposed increase is unfair to SCDWMR customers, because it includes covering past debt, current costs, and future costs and needs. It is unfair to demand that SCDWMR customers immediately assume full payments for the poor decision-making that allowed the past debt to build rather than increase rates in a timely manner. The rate increases only occur at the request of SCDWMR, which is responsible for "enhanc[ing] the quality of life in the unincorporated areas within Sacramento County by providing: solid waste management and recycling programs **in a fiscally responsible manner**, public and employee health and safety; stewardship of our natural resources and environment, **consumer protection**, and **outstanding customer service**." (SCDWMR's Mission, <https://wmr.saccounty.net/Pages/default.aspx>) SCDWMR violated its own mission by allowing solid waste collection services to operate at a loss for almost ten (10) years. Allowing a business to continue operating at a loss is not fiscally responsible. Operating a business at a continued loss goes against consumer protection which safeguards buyers of goods and services, and the public, against unfair practices in the marketplace. It is not providing outstanding customer service to fail to charge a reasonable rate to provide reliable services and increasing that rate as necessary to provide the reliable services. SCDWMR failed its customers by waiting too long to increase rates. Now, the current cost of operating exceeds the rates charged to SCDWMR customers. Future costs and needs to comply with State law only exacerbate the problem. SCDWMR created a rate hike that will leave its customers in the lurch to cover the major increase in rates it proposed, especially at the first step of the increase which is effective February 1, 2021, which is only three (3) months away. SCDWMR is requiring its customers to cover its past debt and future costs immediately and simultaneously. If SCDWMR would have increased rates in a timely

manner to keep up with the cost of inflation, then then the increase necessary to cover the future costs would not sting so hard.

B. The amount of the proposed increase is unreasonable.

SCDWMR provides a table that sets forth the proposed adjustments to its month residential solid waste rates for the standard level of service. (CNF; <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

Garbage Cart Size	Current Rates (July 1, 2010)	February 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
30 gallon	\$19.95	\$30.37	\$31.69	\$33.69	\$35.14	\$36.38
60 gallon	\$23.55	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34
90 gallon	\$30.76	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43

Extra Carts	Current Rates (July 1, 2010)	February 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Green Waste*	\$2.00	\$2.00	\$8.40	\$11.15	\$11.70	\$12.15
Recycling	No Charge	\$5.25	\$5.50	\$5.65	\$5.85	\$6.05

(Remainder of page intentionally left blank.)

Below is a table that sets for the amount of each increase as it is “phased-in” over a four (4) year period. The table also shows the percent (%) increase from the current rate. Rates are per month of service.

Garbate Cart	Current Rate	Feb. 1, 2021	Jul. 1, 2021	Jul. 1, 2022	Jul. 1, 2023	Jul. 1, 2024	TOTAL
30-gallon	\$19.95	\$30.37	\$31.96	\$33.69	\$35.14	\$36.38	
Fee increase (\$)		\$10.42	\$1.59	\$1.73	\$1.45	\$1.24	\$16.43
% increase		52.24%	60.20%	68.87%	76.14%	82.36%	
60-gallon	\$23.55	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34	
Fee increase (\$)		\$13.41	\$1.69	\$1.81	\$1.56	\$1.32	\$19.79
% increase		56.94%	64.12%	71.70%	78.43%	84.03%	
90-gallon	\$30.76	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43	
Fee increase (\$)		\$13.79	\$1.83	\$1.92	\$1.69	\$1.44	\$20.67
% increase		44.83%	50.78%	57.02%	62.52%	67.20%	
Additional Carts							
Recycle Cart	FREE	\$5.25	\$5.50	\$5.65	\$5.85	\$6.05	
Fee increase (\$)		\$5.25	\$0.25	\$0.15	\$0.20	\$0.20	\$6.05
% increase		52500%**	55000%**	56500%**	58500%**	60500%**	
Green Waste	FREE	FREE	\$8.40*	\$11.15	\$11.70	\$12.15	
Fee increase (\$)			\$8.40	\$2.75	\$0.55	\$0.45	\$12.15
% increase			84000%**	111500%**	117000%**	121500%**	
*Effective on or after Jan. 1, 2022							
** FREE defined/valued at \$0.01 for comparison purposes							

After the proposed rate is implemented, the rate for the subscription for a 30-gallon garbage cart would increase from \$19.95 to \$30.37, then to \$31.96, then to \$33.69, then to \$35.14, and then to \$36.38 per month. The amounts of the increases for the 30-gallon cart are \$10.42, \$1.59, \$1.73, \$1.45, and \$1.24. The total overall increase in the rate for a 30-gallon cart is \$16.43 per month (an annual increase of \$197.16), which is an 82 percent (%) increase of the current rate. After the proposed rate is implemented, the rate for the subscription for a 60-gallon cart would increase from \$23.55 to \$43.34 per month, an increase in the amount of \$19.79 (an increase of \$237.48 per year) which is an 84 percent (%) increase of the current rate. After the proposed rate is implemented, the rate for the subscription for a 90-gallon cart would increase from \$30.76 to \$51.43 per month, an increase in the amount of \$20.67 (an increase of \$248.04 per year), which is a 67 percent (%) increase of the current rate. After the proposed rate is implemented, the rate for an additional recycle cart would increase from \$FREE to \$6.05 per month, an increase in the amount of \$6.05, which is a 60500 percent (%) increase of the current rate. After the proposed rate is implemented, the rate for an additional green waste cart would increase from \$FREE to \$12.15 per month, an increase in the amount of \$12.15, which is a 121500 percent (%) increase of the current rate. The amounts that the proposed rate increases are significant and unreasonable. Further, the first increase is the largest increase per rate, \$10-14 depending on the size of the garbage cart, with the additional increases between \$1 and \$2. The initial increase is too much of an increase at one (1) time. If the

proposed rate is implemented, the initial increase goes into effect within three (3) months, meaning the SCDWMR customers bear the brunt of the proposed increase immediately rather than the gradual increase it should have been had SCDWMR raised its rates in a timely manner. SCDWMR should increase the rate more gradually over time to allow its customers a better chance to adapt to and meet their obligations under its proposed rate increase. SCDWMR did not do its customers any favors by failing to increase the rates since 2010, yet SCDWMR touts it like it did, claiming it is “committed to providing reliable service at the lowest possible rates.” (CNF; <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) Instead, SCDWMR provided service at insufficient rates. Now it wants its customers to make up the difference after ten (10) years, beginning in three (3) months, which is unreasonable.

2. The proposed rate increase reduces the standard level of service.

The County currently provides a standard level of service that includes weekly curbside collection of residential garbage; bi-weekly collection of green waste and recyclables (with weekly green and food waste collection starting January 1, 2022); weekly curbside collection of used motor oil, oil filters, and used cooking oil; once per calendar year pickup of bulky waste by appointment; monthly street sweeping; collection of illegal dumping; and Household Hazardous Waste drop-off service. (CNF) Under the proposed rate increase, SCDWMR will implement a new rate structure where: customers will pay for services based on the size of the garbage cart; one recycle cart and one green cart waste cart, up to 90 gallons each, will be part of the service; additional recycling carts will be charged an extra fee (a change from the old structure where all recycling carts were provided at no additional charge); additional green carts will be charged an extra fee (but not collected until on or after January 1, 2022; a change from the old structure where two green waste carts were provided at no additional charge); beginning in 2022, green waste and food waste (organics) collection frequency will be increased from every other week to weekly; and all other services provided will not change. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

First, customers already pay for the standard level of services based on the size of the garbage cart - that is not a change. Also, one recycle cart and one green waste cart are already included in the standard level of service – that is also not a change. The services that are changing if the proposed rate is implemented are 1) that additional recycling and green waste carts will no longer be provided at no additional charge and 2) that the frequency of collection of green waste will increase from every other week to weekly. Only two (changes) are actually being implemented. All other services provided will not change.

Discontinuing the use of additional recycling carts and green waste bins at no additional charge discourages customers to continue recycling and maintaining their yards. SCDWMR admits that the cost to process recyclables and green waste collected at the curb and that the cost to divert our recycling has increased. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>; CNF) Customers have become dependent upon their additional recycling and green waste carts and have established their waste management routines around them. SCDWMR has even imposed rules for sorting residential waste. (<https://wmr.saccounty.net/Pages/Curbside-Garbage-Collection.aspx>) Requiring a fee for additional recycling and green waste carts now is essentially a reduction in services. The additional fee on top of the proposed rate increase will cause customers to stop sorting their waste, sending more recycling to the landfill. If the customer’s recyclables do not fit into the one (1) included recycle cart, then any overage will be placed in the garbage. This is not good for the environment. SCDWMR promises to provide “public and employee health and safety” and “stewardship of our natural resources and environment.” (SCDWMR’s Mission, <https://wmr.saccounty.net/Pages/default.aspx>) The failure to protect our environment threatens public health and safety and directly conflicts with the stewardship of our natural resources and environment.

Increasing the frequency of collection for green waste and food waste (organics) from every other week to weekly will not affect the number of carts used per household. The number of green waste carts per household is determined by the size of the property. Customers are currently accustomed to having their yard clippings collected every other week and have made accommodations so that their yard maintenance needs conform to the limitation of the two (2) included green waste carts. Requiring a fee for the second green waste cart, which is currently provided at no additional charge, is essentially a reduction in services, despite the fact that the frequency of collection will increase. SCDWMR's reasoning that decreasing the number of included green waste carts by one-half (1/2) and doubling the frequency of collection is flawed. It does not account for the increase in organic contents due to food waste that must be sorted with green waste beginning January 1, 2022. This will force SCDWMR customers to use a second green waste cart and incur the additional fee, just so there is room to correctly sort the food waste into the green waste cart. This will further frustrate SCDWMR customers who are already resistant to having to sort their waste in a new way and will deter compliance.

3. The rate study that serves as the basis for the proposed rate increase is biased.

SCDWMR hired a third party expert to conduct a comprehensive rate study of the residential solid waste curbside collection services provided by SCDWMR. (CNF) The study analyzed SCDWMR's solid waste costs and corresponding service levels based on fiscal year 2020 data and developed a cost of service model to determine a fair-share allocation of costs to customers. (CNF) Using this model, projected future costs were allocated to develop rates that will generate the revenue needed to fund the delivery of safe, reliable, and high quality residential curbside collection services. (CNF)

SCDWMR claims the third party expert who conducted the rate study was independent. (CNF) However, SCDWMR hired HF&H Consultants, LLC. The purpose of the study was to establish justification to increase rates that were already known to be too low and to determine the increase needed to correct the operating loss and cover new costs. The purpose of the study states that the main purpose of the report is to document that the proposed rates comply with relevant California law and that another key purpose is "to ensure that the rates generate sufficient revenue to fund the County's operating and capital costs as well as to maintain an adequate Fund Balance." (HF&H Consultants, LLC, County of Sacramento Residential Waste Rate Study and Financial Plan, October 6, 2020, Page 6, <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) This relationship between SCDWMR and the expert created bias. HF&H relied on operating and financial data from SCDWMR and did not independently verify it. (HF&H Consultants, LLC, County of Sacramento Residential Waste Rate Study and Financial Plan, October 6, 2020, Page 1, <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) Therefore, the rate study was limited and one-sided. The business practices of SCDWMR also needed to be studied to ensure that there is not a mismanagement of funds and continued bad decision-making which initially caused SCDWMR to operate at a loss, requiring reserves to be used to make up the difference. The reserves, or the Fund Balance, maintained by SCDWMR has four (4) components: 1) working capital (funding for daily operations); 2) capital equipment and projects (funding for equipment, buildings, landfill module development); 3) regulatory reserves (closure and post-closure funding for the final closure of SCDWMR's landfills and wetlands preservation fund); and 4) debt coverage reserves for debt financing of capital improvements. (HF&H Consultants, LLC, County of Sacramento Residential Waste Rate Study and Financial Plan, October 6, 2020, Page 12, <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) Since 2010, the Fund Balance has been used to make up where the current solid waste curbside collection rates fall short in covering SCDWMR's current operating costs, which would make it a fifth component of the Fund Balance. The Fund Balance may not have been intended to cover the deficit due to insufficient

collection rates, but its continued use and application for that purpose for almost a decade has expanded it to include that component.

Additionally, HF&H conducted its study during an atypical year due to COVID-19; people spent more time at home and generated more waste than per usual, when they would normally spend the time at work or school. This data would wrongly appear as an increase in collection volume since most people do not usually spend as much time at home as they have done this year to comply with the State's Stay at Home Order and to help protect themselves and their community from the spread of COVID-19. The 2020 data should be given special consideration as it is not the norm. SCDWMR customers should not be penalized for complying with the State's Stay at Home Order.

4. The proposed rate increase rate comparison is misleading and misinforms SCDWMR customers.

SCDWMR is committed to providing reliable service at the lowest possible rates. (CNF; <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) The rates for SCDWMR customers are very competitive with other garbage/recycling rates in the area. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) SCDWMR customers currently pay less for garbage and recycling services than residents in nearby cities. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) SCDWMR rates will still be competitive with other garbage/recycling rates in the area if the proposed rates are approved. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

SCDWMR's proposed rate increase increases five (5) times as it is phased in over a four (4) year period. In its rate comparison, SCDWMR compares the rate after just the first rate increase with the rates charged by nearby cities. This misleads and misinforms SCDWMR's customers into thinking that the rate that they are comparing is the final rate after all the increases proposed are in effect. In fact, the rate will increase four (4) more times. If SCDWMR truly believed the proposed rate increase ended with competitive rates, it would compare the final rate with the rates charged by nearby cities. The average of the other garbage/recycling rates for seven (7) cities in the area is \$31.33 (60-gallon cart). (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) After the first increase if the proposed rate increase is approved, the rate for comparable garbage/recycling service (60-gallon cart) provided by SCDWMR would be \$36.96. After all the increases for the proposed rate increase are phased in over a four (4) year period, SCDWMR's rate for comparable services is \$43.34. With a steep difference of \$12 over the average of the neighboring rates, it does not look like SCDWMR is still committed to providing reliable services at the lowest possible rates. If the proposed rate increase yielded the lowest possible rates, SCDWMR would be more forthcoming about the rate comparison and not try to trick its customers into thinking the comparison of the rate reflecting only part of the increase is the final rate. It is misleading and misinforming.

5. The Solid Waste Lifeline Rate Assistance Program is insufficient.

SCDWMR understands that rate increases can be challenging for customers on fixed incomes. (CNF) SCDWMR must charge all customers the same rate for the same service. (CNF) Low-income customers are offered monthly rebates through the Solid Waste Lifeline Rate Assistance Program. (CNF) Low-income customers who qualify are currently eligible to receive up to \$60 per year in rebates on their garbage and recycling bill. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

The assistance offered by SCDWMR should be increased in proportion to the rate increase. SCDWMR did not change its assistance program to reflect the proposed rate increase. Low-income

customers who qualify are eligible to receive up to \$60 per year in rebates on their garbage and recycling bill – that would be a reduction of \$5 per month. Depending on the size of the garbage cart, the first increase alone under the proposed rate increase is \$10.42 (30-gallon), \$13.41 (60-gallon) and \$13.70 (90-gallon) in addition to the current rate paid. Low-income customers are paying the current rate less \$5 per month. The first increase under the proposed rate increase is too much of an increase for low-income customers, not to mention the total rate once all increases are applied. The assistance program is insufficient and needs to be revised under the proposed rate increase. SCDWMR ignored this issue.

6. The proposed rate increase is ill-timed.

The rate study analyzed SCDWMR’s solid waste costs and corresponding service levels based on fiscal year 2020 data and developed a cost of service model to determine a fair-share allocation of costs to customers. (CNF) The County of Sacramento Residential Waste Rate Study and Financial Plan report was dated October 6, 2020. (HF&H Consultants, LLC, County of Sacramento Residential Waste Rate Study and Financial Plan, October 6, 2020, Cover Page, <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

This year, 2020, the COVID-19 pandemic has created extreme hardships. The way people work, live, learn, shop, and socialize has been turned upside down. Many people have lost their jobs or suffered severe decreases in income as a result. Due to government orders, people have been ordered to stay at home, increasing their costs of living as they use more utilities in order to work from home and/or complete distanced learning – costs that otherwise would have been the obligation of their employer or school. People are already incurring additional costs at a time when they are struggling to make ends meet. Approving the SCDWMR’s proposed rate increase at this time is inconsiderate of and insensitive to the situation. This proposed rate increase cannot be considered in a vacuum. Consideration must be given to the customer’s ability to pay. What does SCDWMR propose to do when its customers cannot afford its new rates?

Further, if SCDWMR prices out its customers, they will seek other ways to dispose of their residential waste – illegal dumping or burning, which is a hazard to the environment and public health and safety. Without affordable garbage collection services, there is a risk that customers or customer’s tenants will allow garbage to collect on their properties which would pose health issues. SCDWMR’s proposed rate does not consider the impact it will have on its customers and that increasing the rate does not guarantee that the all customers are able to pay it.

CONCLUSION

SCDWMR’s proposed rate increase is unfair, unreasonable, reduces the standard level of service, is based on a biased study, misleads and misinforms SCDWMR’s customers, offers an ineffective assistance program, and is ill-timed for the community. The rate increase, as currently proposed, imposes a significant burden on Sacramento County property owners and SCDWMR customers and should not be implemented.

Respectfully submitted,



Sarah K.J. Bain

Property Owner in Sacramento County

REFERENCE MATERIALS

1. Sacramento County Department of Waste Management and Recycling Customer Notification Flyer (CNF), available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>
2. Sacramento County Department of Waste Management and Recycling Customer Notification Postcard (CNP), available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>
3. Sacramento County Department of Waste Management and Recycling Home Page, available to view at <https://sacgreenteam.com>
4. Sacramento County Department of Waste Management and Recycling Website Page regarding Residential Curbside Collection Rates & Fees, available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>
5. County of Sacramento Adopted Rates for Residential Solid Waste Collection Services Effective July 1, 2010, available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>
6. County of Sacramento Recommended Residential Rates Schedule Effective February 1, 2021, July 1, 2021, 2022, 2023, 2024 for Residential Solid Waste Collection Services, available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>
7. Sacramento County Department of Waste Management and Recycling Curbside Collection Services Brochure, available to view at <https://wmr.saccounty.net/Pages/Curbside-Garbage-Collection.aspx>
8. County of Sacramento Residential Solid Waste Rate Study and Financial Plan, available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>

SOLID WASTE CURBSIDE COLLECTION

NOTICE OF PROPOSED RATE INCREASE AND PUBLIC HEARING DATE

The Sacramento County Department of Waste Management and Recycling is proposing a solid waste rate increase for residential customers. You are receiving this notice in compliance with Proposition 218, which requires the County to inform property owners and the customer of record that a proposed rate increase is being considered; the amount of the proposed rate increase; the reasons for the proposed increase; and, the basis on which the proposed rates were calculated.

The County is committed to providing reliable service at the lowest possible rates. The County currently provides the following services, all of which are considered the standard level of service:

- Weekly curbside collection of residential garbage
- Bi-weekly collection of green waste and recyclables, with weekly green and food waste collection starting on January 1, 2022
- Weekly curbside collection of used motor oil, used oil filters, and used cooking oil
- Once per calendar year pickup of bulky waste by appointment
- Monthly street sweeping
- Collection of illegal dumping
- Household Hazardous Waste drop-off service

HOW YOUR RATES COMPARE

CITY OF SACRAMENTO	\$42.59
COUNTY OF SACRAMENTO (PROPOSED)	\$36.96
CITY OF FOLSOM	\$30.00

The rates above compare the rate charged for one 60-gallon garbage cart serviced weekly, including green waste and recycling service, to rates currently charged for similar service in other jurisdictions.

Since July 2010, the County has not raised its residential solid waste curbside collection rates. However, inflation has increased 30 percent, new services have been added to the County’s operations, the cost to divert our recycling has increased, and new State legislation has significantly increased the County’s current and future operating costs and capital project needs.

HOW RATES WERE CALCULATED

An independent, third party expert conducted a comprehensive rate study of the residential solid waste curbside collection services provided by the County. The study analyzed the County’s solid waste costs and corresponding service levels based on fiscal year 2020 data and developed a cost of service model to determine a fair-share allocation of costs to customers. Using this baseline model, projected future costs were allocated to develop rates that will generate the revenue needed to fund the delivery of safe, reliable, and high quality residential curbside collection services. A copy of the study is available at SacGreenTeam.com.

IF APPROVED, THE PROPOSED RATE INCREASE WILL:

- Offset the cost to process recyclables and green waste collected curbside.
- Cover costs to collect residential food waste with green waste weekly, beginning January 1, 2022, as mandated by State law.
- Offset rising costs for labor, services and supplies, and equipment maintenance.

PROPOSED RATE INCREASE

The following table sets forth the proposed adjustments to the County’s monthly residential solid waste rates for the standard level of service. This includes one recycling cart and one green waste cart.

Garbage Cart	Current Rate	Feb 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
30-gallon	\$19.95	\$30.37	\$31.96	\$33.69	\$35.14	\$36.38
60-gallon	\$23.55	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34
90-gallon	\$30.76	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43
Additional Carts (up to 90-gallon)		Feb 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Recycle Cart		\$5.25	\$5.50	\$5.65	\$5.85	\$6.05
Green Waste Cart			\$8.40*	\$11.15	\$11.70	\$12.15
*Effective on or after January 1, 2022						

SOLID WASTE LIFELINE RATE ASSISTANCE PROGRAM

We understand that rate increases can be challenging for our customers on fixed incomes. By law, we must charge all our customers the same rate for the same service. However, we are able to offer our low-income customers monthly rebates through our Solid Waste Lifeline Rate Assistance Program.

For more information or to see if you qualify, please contact Consolidated Utilities Billing and Service at **916-875-5555**.

HOW TO PROTEST THIS RATE INCREASE

If you oppose the proposed rate increase, your protest must be submitted in writing to be considered, even if you plan to participate in the public hearing.

If written protests are submitted by a majority of customers, the proposed rate increase will not be implemented. Your written protest must be received by the December 8th public hearing.

Send written protests to: **County of Sacramento**
P.O. Box 279420
Sacramento, CA 95827-9420

Protests must include the customer's name and service address. Protests must be submitted by the property owner or a customer of record of the Sacramento County Department of Waste Management and Recycling. Sacramento County requires protests to be submitted in writing. E-mail, faxed, or photocopied letters will not be accepted.

PARTICIPATING IN THE PUBLIC HEARING

The Sacramento County Board of Supervisors will be holding a public hearing on the proposed rate increase. If you would like to voice your opinion on this matter, you may send a written comment to BoardClerk@saccounty.net or call 916-875-2500 to make a verbal comment during the hearing on:

December 8, 2020 at 2:00 p.m.

Sacramento County Administration Center, Board Chambers,
700 H Street, Sacramento, CA 95814

Detailed instructions for commenting are available at the Board of Supervisors Public Meetings webpage.



For more information, contact: Consolidated Utilities Billing and Service at 916-875-6668, visit SacGreenTeam.com, or scan the QR code.





CONSOLIDATED UTILITIES BILLING AND SERVICE

9700 GOETHE ROAD, SUITE C

SACRAMENTO, CA, 95827-3561

YOUR PARTNER IN PROTECTING OUR ENVIRONMENT SINCE 1968

SacGreenTeam continues to provide high quality, essential services to you, our valued customer.



Printed on
Recycled Paper

LAST YEAR, WE :

SERVICED
OVER
160,000
HOUSEHOLDS

EACH WEEK

COLLECTED

153,000 TONS
GARBAGE



37,000 TONS
RECYCLABLES



76,000 TONS
GREEN WASTE



**CURBSIDE COLLECTION
RATES ARE PROPOSED TO
INCREASE FOR THE FIRST
TIME SINCE JULY 1, 2010**

Over the last 10 years, we have seen:

- A 30% increase in inflation
- New State laws requiring weekly collection of green waste with food waste*
- Increased operational costs
- Mandatory upgrades to cleaner, low-emission vehicles
- Significant revenue losses due to the collapse of recycling markets

SERVICED **46,000** BULKY WASTE
PICKUP APPOINTMENTS

CLEANED **9,000** ILLEGALLY
DUMPED PILES

OPERATED **128** RENEWABLE
FUEL TRUCKS DAILY



The County Board of Supervisors will hold a Public Hearing on December 8, 2020 at 2:00 pm on the proposed rate increase. For more information, please contact Consolidated Utilities Billing and Service at 916-875-6668, visit SacGreenTeam.com, or scan the QR code.

**Will begin on or after January 1, 2022*

Reference Item #2

Waste Management and Recycling



News & Updates

- › **Proposed Residential Rate Increase Notification:** The Department of Waste Management and Recycling is proposing to increase Residential Curbside Collection Rates effective February 1, 2021. Visit the [Residential Curbside Collection Rates & Fees](#) page for more information.
- › **New Facility Fees:** Effective November 1, 2020, there are new facility fees at the North Area Recovery Station and the Kiefer Landfill. Visit the [Facility Fees](#) page for more information.
- › **COVID Update:** All Department of Waste Management and Recycling's services and facilities are continuing to operate uninterrupted at this time. For information on Countywide services, visit [County Departments: What's Open/Closed/Modified](#). For Countywide COVID information, visit www.saccounty.net/COVID-19 for the most recent press releases and guidelines on COVID-19.
- › **Treated Wood Waste (fence posts, railroad ties, pilings, decking, etc.):** Effective January 1, 2021, treated wood waste, which is any wood that has been treated with chemical preservatives, will no longer be accepted for disposal at Kiefer Landfill and cannot be accepted at any County Facilities. This material will need to be managed as hazardous waste and transported to a Class I hazardous waste landfill for disposal. For more information, visit <https://dtsc.ca.gov/toxics-in-products/treated-wood-waste/>. Exemptions apply to treated wood waste that has been removed from electric, gas, or telephone service and that meets HSC 25143.1.5 requirements at Kiefer Landfill only.



How do I find my service day?

Never miss your curbside collection day!

With the SacGreenTeam mobile app, you can easily find your service calendar, sign up for collection reminders, report a missed service, and schedule a bulky waste pickup! In addition, the app has a "How do I get rid of..." feature that allows you to search a database of hundreds of household items and the proper way to dispose of them. The app is available to download in the app stores for both Apple and Android devices.

Select the icon below to download now!



How do I get rid of.....

Use the County's new tool to look up the name of a waste item and it will tell you how to recycle or dispose of it.

How do I schedule a Bulky Waste Pickup?

Go to the Residential Bulky Waste Pickup webpage to learn more about our program and to schedule an appointment.

Our Mission

To further enhance the quality of life in the unincorporated areas within Sacramento County by providing:

- › Solid waste management and recycling programs in a fiscally responsible manner
- › Public and employee health and safety
- › Stewardship of our natural resources and environment
- › Consumer protection
- › Outstanding customer service

Our Vision

To be an exceptional organization motivated to provide services that promote a clean and healthy environment for Sacramento County, where every employee is valued, and we are recognized as the premier provider of waste management and recycling services.

- › [Contact Us](#)
- › [Sign up for Sacramento County updates](#)
- › [Sign up for residential curbside collection reminders](#)
- › [Sign up for Sacramento County emergency alerts](#)



- › [My Services](#)
- › [Curbside Garbage](#)
- › [Curbside Recycling](#)
- › [Curbside Green Waste](#)
- › [Curbside Oil and Filters](#)
- › [Bulky Waste Pickup](#)
- › [Batteries, Paint, Etc](#)
- › [Backyard Composting](#)
- › [Street Sweeping](#)

RATES & FEES

- › [Residential Curbside Collection](#)
- › [Facilities](#)
- › [Conditionally Exempt Small Quantity Generators](#)

CONTACT US

- › [Emergency](#)
- › [Billing and Services](#)
- › [Report Illegal Dumping](#)
- › [Report Scavenging](#)
- › [Sign-up for Updates](#)

- › [Business and Commercial](#)
- › [Doing Business with Us](#)

FACILITIES

- › [Kiefer Landfill](#)
- › [North Area Recovery Station](#)
- › [Household Hazardous Waste Drop Off Centers](#)
- › [Local Disposal/Recycling Facilities](#)
- › [Certified C&D Debris Sorting Facilities](#)

RESOURCES

- › [Collection Calendar](#)
- › [How do I get Rid of...](#)
- › [FAQs](#)
- › [Learn at Home](#)
- › [Brochures, Forms, & Links](#)
- › [News & Updates](#)
- › [Local Haulers](#)

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Waste Management and Recycling

[Home](#)

Residential Curbside Collection Rates & Fees

Current Rates

- › [Residential Curbside Collection Current Rates](#)
- › [Rate Assistance Program](#)

Proposed Rate Increases

The Sacramento County Department of Waste Management and Recycling is proposing a solid waste rate increase for residential customers. The County is committed to providing reliable service at the lowest possible rates. Since July 2010, the County has not raised the residential curbside collection rates.

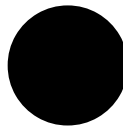
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Rate Increase Frequently Asked Questions

Why are my rates increasing?

For the first time in 10 years, the Department of Waste Management and Recycling is requesting that residential rates be increased. Currently, residential solid waste collection services are operating at a loss, and reserves are being used to make up the difference. Rates are being increased to offset the following:

- › The rising cost of doing business since 2010 due to inflation.
- › The increased cost to process recyclables and green waste collected at the curb.
- › The cost to increase collection of residential food and green waste (organics) from bi-weekly to weekly beginning in 2022, in order to comply with new State law mandating the diversion of food waste away from the landfill.
- › The cost of a new transfer building at our North Area Recovery Station (NARS) for the handling of residential organics and the growing volume of garbage.
- › The cost to continue providing monthly residential street sweeping services

Will my services change?**How much are my rates going up?****How do these proposed rates compare?****Haven't my rates recently increased?****Is there any financial assistance available?****What about my green waste exemption?****How do I protest the proposed rate increase?****How do I participate in the public hearing?****How do I get more information?**[Collection Calendar](#)

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Why are my rates increasing?



Will my services change?



If the residential rate increase is approved, the Department of Waste Management and Recycling will implement the following new rate structure:

- › Customers will pay for service based on the size of the garbage cart
- › One recycle cart and one green waste cart, up to 90 gallons each, will be part of that service
- › Additional recycling carts will be charged an extra fee. This is a change from the old structure where all recycling carts were provided at no additional charge
- › Additional green waste carts will be charged an extra fee. However, fees for a 2nd green waste cart will not be collected until on or after January 1, 2022. This is a change from the old structure where two green waste carts were provided at no additional charge
- › Beginning in 2022, green waste and food waste (organics) collection frequency will be increased from every other week to weekly
- › All other services provided to you will not change

How much are my rates going up?



How do these proposed rates compare?



Haven't my rates recently increased?



Is there any financial assistance available?



What about my green waste exemption?



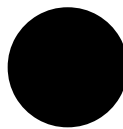
How do I protest the proposed rate increase?



How do I participate in the public hearing?



How do I get more information?



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Residential Curbside Collection Rates & Fees

Current Rates

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Proposed Rate Increases


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Rate Increase Frequently Asked Questions

Why are my rates increasing? 

Will my services change? 

How much are my rates going up? 

If approved, the proposed rate increase will be phased-in over a four-year period, as shown in the table below.

Standard Service Rates by Garbage Cart Size

Garbage Cart Size	Current Rates (July 1, 2010)	February 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
30 gallon	\$19.95	\$30.37	\$31.69	\$33.69	\$35.14	\$36.38
60 gallon	\$23.55	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34
90 gallon	\$30.76	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43

Each service subscription level above includes:

- › One cart for recycling (up to 90 gallons)
- › One cart for green waste (up to 90 gallons)



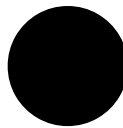
- › One bulky waste pick up per calendar year by appointment
- › Weekly curbside pick-up of used motor oil, used motor oil filters, and used cooking oil collected on your garbage day
- › Drop-off services for Household Hazardous Waste at several area facilities

Combined, these services are the standard level of service covered by the rates above.

Extra Carts	Current Rates (July 1, 2010)	February 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Green Waste*	\$2.00	\$2.00	\$8.40	\$11.15	\$11.70	\$12.15
Recycling	No Charge	\$5.25	\$5.50	\$5.65	\$5.85	\$6.05

*Currently, there is no charge for a second green waste cart. When collection frequency increases from bi-weekly to weekly, on or after January 1, 2022, the extra charge will apply to a second cart.

- How do these proposed rates compare?** 
- Haven't my rates recently increased?** 
- Is there any financial assistance available?** 
- What about my green waste exemption?** 
- How do I protest the proposed rate increase?** 
- How do I participate in the public hearing?** 
- How do I get more information?** 



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Why are my rates increasing?



Will my services change?



How much are my rates going up?



How do these proposed rates compare?



Rates for Sacramento County Waste Management & Recycling Department customers are very competitive with other garbage/recycling rates in this area. County residents currently pay less for garbage and recycling services than residents of the cities of Davis, Folsom, Sacramento, and West Sacramento. If the proposed rates are approved, Sacramento County residents will still be competitive with other garbage and recycling rates in the area.

The following presents comparable rates per month per household for the standard level of service as of July 1, 2020 for other area jurisdictions:

- › City of Citrus Heights: \$22.15
- › City of Elk Grove: \$28.32
- › City of Davis: \$42.85
- › City of Folsom: \$30.00
- › City of Rancho Cordova: \$24.95
- › City of Sacramento: \$42.79
- › City of West Sacramento: \$28.28
- › County of Sacramento: \$23.55
(Proposed 2-1-21: \$36.96)

Haven't my rates recently increased?



Is there any financial assistance available?



What about my green waste exemption?



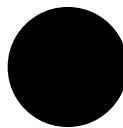
How do I protest the proposed rate increase?



How do I participate in the public hearing?



How do I get more information?

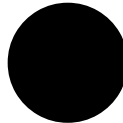


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Why are my rates increasing?	+
Will my services change?	+
How much are my rates going up?	+
How do these proposed rates compare?	+
Haven't my rates recently increased?	-
<p>Residential garbage and green waste rates have not been raised since 2010, and recycling has been provided at no charge to customers.</p> <p>However, there have been regular rate increases for other services shown on your consolidated County utility bill. For example, Sewer fees have increased steadily each year at an average rate of 3.6% per year (a total increase of 43% since 2010) and Water service fees (for metered accounts) have increased at an average rate of 3.2% each year (a total increase of 37% since 2010).</p>	
Is there any financial assistance available?	+
What about my green waste exemption?	+
How do I protest the proposed rate increase?	+
How do I participate in the public hearing?	+
How do I get more information?	+



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RESIDENTIAL

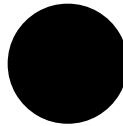
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Why are my rates increasing?	+
Will my services change?	+
How much are my rates going up?	+
How do these proposed rates compare?	+
Haven't my rates recently increased?	+
Is there any financial assistance available?	-
<p>Our low-income customers are currently eligible to receive up to \$60 per year in rebates on their garbage and recycling bill.</p> <p>For more information on the Solid Waste Lifeline Rate Assistance Program, and to find out if you qualify, please contact Consolidated Utilities Billing and Service at 916-875-5555, Monday – Friday, 8:00 am – 4:30 pm.</p>	
What about my green waste exemption?	+
How do I protest the proposed rate increase?	+
How do I participate in the public hearing?	+
How do I get more information?	+



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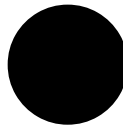
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FACILITIES



Why are my rates increasing?	+
Will my services change?	+
How much are my rates going up?	+
How do these proposed rates compare?	+
Haven't my rates recently increased?	+
Is there any financial assistance available?	+
What about my green waste exemption?	-
<p>Current, approved green waste exemptions will remain in effect until January 1, 2022, or until State mandated residential curbside organics (food waste and green waste) collection begins.</p>	
How do I protest the proposed rate increase?	+
How do I participate in the public hearing?	+
How do I get more information?	+



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Why are my rates increasing?



Will my services change?



How much are my rates going up?



How do these proposed rates compare?



Haven't my rates recently increased?



Is there any financial assistance available?



What about my green waste exemption?



How do I protest the proposed rate increase?



If you oppose the proposed rate increase, your protest must be submitted in writing to be considered, even if you plan to participate in the public hearing.

If a majority of parcel owners submit written protests, the proposed rate increase will not be implemented. Your written protest must be received prior to the public hearing on December 8, 2020, 2:00 p.m. Emails, faxes, or photocopied letters are not accepted.

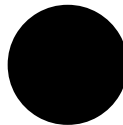
Protests must include the parcel owner's name and service address. Written protests must be mailed to:

County of Sacramento
P.O. Box 279420
Sacramento, CA 95827-9420

How do I participate in the public hearing?



How do I get more information?




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Why are my rates increasing? 

Will my services change? 

How much are my rates going up? 

How do these proposed rates compare? 

Haven't my rates recently increased? 

Is there any financial assistance available? 

What about my green waste exemption? 

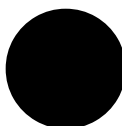
How do I protest the proposed rate increase? 

How do I participate in the public hearing? 

The Sacramento County Board of Supervisors will hold a public hearing on the proposed rate increases on December 8, 2020, 2:00 PM at the Sacramento County Administration Center in the Board of Supervisors Chambers, 700 H Street, Sacramento, CA 95814.

To voice your opinion on this matter, you may send written comments to BoardClerk@saccounty.net, or call 916-875-2500 to make a verbal comment during the hearing on December 8, 2020, at 2:00 p.m.

How do I get more information? 



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Proposed Rate Increases

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Rate Increase Frequently Asked Questions

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Will my services change?	+
How much are my rates going up?	+
How do these proposed rates compare?	+
Haven't my rates recently increased?	+
Is there any financial assistance available?	+
What about my green waste exemption?	+
How do I protest the proposed rate increase?	+
How do I participate in the public hearing?	+
How do I get more information?	-
Please contact Consolidated Utilities Billing and Service at 916-875-6668, or email us at sacgreenteam@saccounty.net .	



County of Sacramento
Adopted Rates for Residential Solid Waste Collection Services
Effective July 1, 2010
(amounts shown are provided in dollars per month or per item)

Category Description	Billing Unit	Effective July 1, 2010
1. CURBSIDE RESIDENTIAL SERVICE		
A. Single Family & Duplex Curbside GARBAGE with GREEN WASTE and SINGLE STREAM RECYCLING		
1. Weekly GARBAGE Service		
a. 30 gallon container	Per Month	\$19.95
b. 60 gallon container	Per Month	\$23.55
c. 90 gallon container	Per Month	\$30.76
2. Bi-Weekly GREEN WASTE Service		
a. One 90 gallon container bi-weekly		Included in Monthly Rate
b. One additional 90 gallon container bi-weekly		Included in Monthly Rate
c. Each extra Green Waste container bi-weekly after first 2	Each can per month	\$2.00
d. Green Waste Exemption	No Green Waste Service	(\$2.00)
3. Bi-Weekly SINGLE STREAM RECYCLING Service		
One 90 gallon container		Included in Monthly Rate
B. Appointment Based Neighborhood Clean-Up (ABNCU)		
a. One annual customer scheduled bulky item pick-up per year	Up to 5 Cubic Yards	Included in Monthly Rate
b. Materials set out in excess of 5 Cubic Yards		\$25 Per Additional 5 Cubic Yards
c. Additional service with an appointment	Up to 5 Cubic Yards	\$25 Per Additional Service
d. Additional service <u>without</u> an appointment	Up to 5 Cubic Yards	\$50 Per Additional Service
C. ADDITIONAL GARBAGE CONTAINERS - Weekly Service		
a. 30 gallon container	Each Can Per Month	\$6.00
b. 60 gallon container	Each Can Per Month	\$12.00
c. 90 gallon container	Each Can Per Month	\$18.00
2. ADDITIONAL SERVICE		
A. GARBAGE OVERFLOW - Additional Service		
1. Overflow on Regular Service Day		
a. First refill of Garbage container		\$4.50
b. Each additional refill of garbage container	Per # of Can Refills That Day	\$2.25
2. Additional Pick-up on Non-Regular Service Day		
a. First Garbage container	First Can That Day	\$7.75
b. Each additional refill of container	Per # of Can Refills That Day	\$4.00
B. GREEN WASTE OVERFLOW - Additional Service		
1. Overflow on Regular Service Day		
a. First 3 bags	Per 3 Bags Set That Day	\$4.00
b. Each additional set of additional 3 bags	Per # of 3 Bags Set That Day	\$2.00
2. Additional Pick-up Non-Regular Service Day		
a. First Green Waste container	First Can That Day	\$6.00
b. Each additional refill of container	Per # of Can Refills That Day	\$2.00
3. PREMIUM SERVICE		
Special Truck and/or Route Service *	Per House	\$6.75
<small>*May require Waiver of Liability (Private Roads)</small>		
4. DELIVERY/PICK-UP CHARGE		
Containers must be kept for a six month minimum to avoid delivery/pick-up fee.		
a. First Change within a Six Month Period		No Charge
b. Each Subsequent Change within a Six Month Period	Flat Fee	\$21.00

Recommended Residential Rates Schedule
Effective February 1, 2021, July 1, 2021, 2022, 2023, 2024
for Residential Solid Waste Collection Services

Category Description		Billing Unit	Current Rate Effective July 1, 2010	Effective Feb 1, 2021	Effective July 1, 2021	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
1. A. Single Family & Duplex Curbside RESIDENTIAL with GREEN WASTE and SINGLE-STREAM RECYCLING								
1.	Weekly Garbage Service							
	a. 30 gallon cart	Per Month	\$19.95	\$30.37	\$31.96	\$33.69	\$35.14	\$36.38
	b. 60 gallon cart	Per Month	\$23.55	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34
	c. 90 gallon cart	Per Month	\$30.76	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43
2.	Bi-Weekly/Weekly Green Waste Service*							
	a. One 90 gallon cart bi-weekly		Included	Included in Monthly Rate				
	b. One additional 90 gallon cart bi-weekly/weekly		Included	Included	\$8.40**	\$11.15	\$11.70	\$12.15
	c. Each extra Green Waste cart after first 2	Each cart per month	\$2.00	\$6.05	\$8.40	\$11.15	\$11.70	\$12.15
	d. Green Waste exemption	No Green Waste Service	(\$2.00)	(\$2.00)	(\$2.00)***	No credit		
3.	Bi-Weekly Single-Stream Recycling Service							
	a. One 90 gallon cart		Included	Included in Monthly Rate				
	b. Each extra Single-Stream cart bi-weekly		No Charge	\$5.25	\$5.50	\$5.65	\$5.85	\$6.05
4.	Appointment Based Neighborhood Clean-Up							
	a. One customer scheduled bulky item pick-up per year	Up to 5 Cubic Yard	Included	Included in Monthly Rate				
	b. Materials set out in excess of 5 cubic yards		\$25.00	\$25.00	\$25.80	\$26.50	\$27.20	\$27.95
	c. Additional service with an appointment	Up to 5 Cubic Yard	\$25.00	\$43.00	\$44.35	\$45.55	\$46.75	\$48.05
	d. Additional service without an appointment	Up to 5 Cubic Yard	\$50.00	\$60.00	\$61.90	\$63.55	\$65.20	\$67.05
1. B. ADDITIONAL GARBAGE CARTS - Weekly Service - First Cart Must Be 90 Gallon Rate								
1.	a. 30 gallon cart	Each Cart Per Month	\$6.00	\$5.84	\$5.90	\$5.96	\$6.03	\$6.08
	b. 60 gallon cart	Each Cart Per Month	\$12.00	\$12.50	\$12.66	\$12.80	\$12.98	\$13.11
	c. 90 gallon cart	Each Cart Per Month	\$18.00	\$20.13	\$20.43	\$20.68	\$21.00	\$21.24
2. A. GARBAGE OVERFLOW - Additional Service								
1.	Overflow on Regular Service Day							
	a. First refill of garbage cart							
	30 Gallon		\$4.50	\$4.15	\$4.25	\$4.40	\$4.50	\$4.65
	60 Gallon		\$4.50	\$5.65	\$5.80	\$6.00	\$6.15	\$6.30
	90 Gallon		\$4.50	\$7.40	\$7.65	\$7.85	\$8.05	\$8.30
	b. Each additional refill of garbage cart	Per # of Cart Refills That Day						
	30 Gallon		\$2.25	\$4.15	\$4.25	\$4.40	\$4.50	\$4.65
	60 Gallon		\$2.25	\$5.65	\$5.80	\$6.00	\$6.15	\$6.30
	90 Gallon		\$2.25	\$7.40	\$7.65	\$7.85	\$8.05	\$8.30
2.	Additional Pick-up on Non-Regular Service Day							
	a. First garbage cart	First Cart That Day						
	30 Gallon		\$7.75	\$17.75	\$18.25	\$18.80	\$19.25	\$19.80
	60 Gallon		\$7.75	\$18.45	\$19.00	\$19.50	\$20.05	\$20.60
	90 Gallon		\$7.75	\$19.15	\$19.75	\$20.25	\$20.80	\$21.40
	b. Each additional refill of cart	Per # of Cart Refills That Day						
	30 Gallon		\$4.00	\$4.15	\$4.25	\$4.40	\$4.50	\$4.65
	60 Gallon		\$4.00	\$5.65	\$5.80	\$6.00	\$6.15	\$6.30
	90 Gallon		\$4.00	\$7.40	\$7.65	\$7.85	\$8.05	\$8.30

Recommended Residential Rates Schedule
Effective February 1, 2021, July 1, 2021, 2022, 2023, 2024
for Residential Solid Waste Collection Services

Category Description		Billing Unit	Current Rate Effective July 1, 2010	Effective Feb 1, 2021	Effective July 1, 2021	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
2 B. Green Waste OVERFLOW - Additional Service								
1.	Additional Pick-up Non-Regular Service Day							
	a. First green-waste cart	First Cart That Day	\$6.00	\$17.75	\$18.30	\$18.80	\$19.25	\$19.80
2 C. Recycling OVERFLOW - Additional Service								
1.	Overflow on Regular Service Day							
	a. First refill of recycling cart			\$4.20	\$4.35	\$4.40	\$4.55	\$4.70
	b. Each additional refill of cart	Per # of Cart Refills That Day		\$4.20	\$4.35	\$4.40	\$4.55	\$4.70
2.	Additional Pick-up Non-Regular Service Day							
	a. First recycling cart	First Cart That Day		\$17.50	\$18.00	\$18.55	\$19.00	\$19.55
	b. Each additional refill of cart	Per # of Cart Refills That Day		\$4.20	\$4.35	\$4.40	\$4.55	\$4.70
3. PREMIUM SERVICE - Special Truck and/or Route Service								
	a. At House Pick-Up	Each House	\$6.75	\$27.30	\$28.15	\$28.90	\$29.65	\$30.50
	b. At House Pick-Up With Disability Exemption		No Charge	No Charge				
4. DELIVERY/PICK-UP CHARGE								
	Carts must be kept for a 1 year minimum to avoid delivery/pick-up fee.							
	a. First Change within a 1 Year Period		No Charge	No Charge				
	b. Each Subsequent Change within a 1 Year Period	Per Cart	\$21.00	\$16.00	\$16.50	\$16.95	\$17.40	\$17.90

* Green Waste Service will include food waste collection effective on or after January 1, 2022.

** Charge for a 2nd Green Waste cart will be effective on or after January 1, 2022.

*** Green Waste Exemption credit will end effective on or after January 1, 2022.

Recycling

Empty, Clean, and Loose.
No liquids or food soiled items.
Do not bag your recyclables.



Glass bottles and jars



Metal beverage and food cans



Plastic bottles and containers



Rigid plastic containers



Paper, magazines, newspapers, junk mail, flattened cardboard, cardboard egg cartons, cereal boxes

Green Waste

Do not bag your green waste.
Set it loose.



Leaves



Grass clippings



Weeds



Prunings less than 4" in diameter and cut to fit inside the cart

For more information about what is acceptable or unacceptable, visit SacGreenTeam.com

Recycling and Green Waste Unacceptable Items



Propane tanks, batteries, e-waste, hazardous waste



Needles



Tanglers (rope, cords, hoses, chain)



Shoes or clothing



Hot coals, hot ashes, fireworks



Food waste or food soiled items



Bagged items



Rocks, dirt, brick, sod



Shredded paper



Film plastics (like plastic bags)



Styrofoam™



Cartons

Household Hazardous Waste (HHW)



Sacramento County operates a facility that accepts your household hazardous waste including propane tanks, auto batteries, household batteries, and needles. For details, visit SacGreenTeam.com.



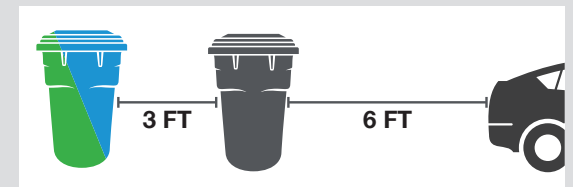
Bulky Waste Pick Up

Customers receive once-per-calendar-year bulky waste pick up included in the basic rate. For details or to schedule an appointment, call Customer Service (916) 875-5555, 8:00 am to 4:30 pm, Mon – Fri, or visit SacGreenTeam.com.



Cart Placement

Place carts at least three (3) feet away from each other. Carts placed too close to each other require drivers to leave their trucks to provide service. This greatly reduces efficiency and may lead to increased service costs.



Keep carts a minimum of six (6) feet away from cars, boats, and other stationary objects to avoid risk of private property damage.

Garbage

Household garbage only is acceptable.



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Garbage Unacceptable Items



Propane tanks,
household
hazardous waste



Batteries,
e-waste



Needles



Rocks, dirt,
brick, sod



Hot coals, hot
ashes, fireworks
or explosives

Recycle Used Motor Oil, Oil Filters, and Cooking Oil

Accepted on Garbage Collection Day

- Place oil in rigid or semi-rigid plastic one gallon containers with lids taped shut. Max is three (3) one gallon containers per collection.
- Oil filters must be drained and placed in a sealed bag.
- Place used motor oil, used oil filters, and cooking oil **3 feet away from the garbage cart.**
- Contaminated oil will not be collected and is considered household hazardous waste. For more information, visit SacGreenTeam.com.



SACRAMENTO
COUNTY

Department of Waste Management & Recycling
10863 Gold Center Drive
Rancho Cordova, CA 95670

Reference Item #7

CURBSIDE COLLECTION SERVICES



SACRAMENTO
COUNTY

For more information, visit
SacGreenTeam.com

(916) 875-5555 • (800) 932-8990
TDD (hearing impaired): (916) 875-7105
Mon – Fri 8:00 am to 4:30 pm
sacgreenteam@sacounty.net



SacGreenTeam.com/Translates

Español 中文 Tiếng Việt Tagalog Русский हिन्दी



County of Sacramento

Residential Solid Waste Rate Study and Financial Plan



October 6, 2020



HF&H Consultants, LLC

Reference Item #8

This document is formatted for double-sided printing

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October 6, 2020

Mr. Tapa Banda
Chief Financial & Administrative Officer
Department of Waste Management & Recycling
County of Sacramento
Rancho Cordova, CA 95670

Subject: Residential Solid Waste Rate Study and Financial Plan

Dear Mr. Banda:

We have completed the Residential Solid Waste Rate Study and Financial Plan for the County of Sacramento (County). The study included the development of a Financial Model (Model) for the County's residential refuse, recycling, and organics programs, including the proposed rates for the County's residential customers.

The resulting rate increases are necessary for several reasons: (1) the County's residential collection rates have not generated revenues sufficient to cover the costs and have utilized cash reserves instead to fully fund operating costs; (2) the cost of collection of refuse, recyclables, and organic materials have increased; and, (3) new State-mandated diversion programs require additional funding. Our recommendations, related assumptions, and calculations are documented in the enclosed report.

* * * *

We are pleased to have had the opportunity to assist the County of Sacramento with this study and would like to thank you and the rest of the Department of Waste Management & Recycling for your support during the project.

If you have any questions, please call Marva at (925) 977-6961 or Scott at (925) 977-6967.

Sincerely,

HF&H CONSULTANTS, LLC



Marva M. Sheehan, CPA
Vice President



Scott Holt
Project Manager

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ATTACHMENTS

- Attachment A: Rate Model Summary
- Attachment B: Refuse Container Cost of Service Calculations
- Attachment C: Recycling Container Cost of Service Calculations
- Attachment D: Organics Container Cost of Service Calculations
- Attachment E: Monthly Container Rates – Cost of Service

ACRONYMS/DEFINITIONS

Caltrans Forecast	The Economic Analysis Branch, Office of State Planning, California Department of Transportation California County-Level Economic Forecast 2015-2040 completed in September 2015. The report forecasts the annual increases in population, taxable sales, per capita income, and inflation from 2020 through 2039 at the County Level.
Container	Container provided by the County made from plastic with wheels for portability. The County provides its customers with either 30-, 60-, or 90-gallon refuse containers. Recyclables and organic materials are primarily collected in 90-gallon containers.
COS	Cost of service
CUBS	Consolidated Utilities Billing and Service
DWMR	Department of Waste Management & Recycling is one of four departments within Public Works and Infrastructure. It manages the County's Solid Waste Enterprise Fund responsible for providing integrated solid waste services to residents in the unincorporated County and operating the North Area Recovery Station and Kiefer Landfill.
ECF	Equivalent Container Factor
ECU	Equivalent Container Unit
EOW	Every Other Week
Fixed Collection Costs	Costs not dependent on the subscribed volume of service.
FTE	Full Time Equivalent
Fund Balance	DWMR's unrestricted and restricted reserves for working capital, capital projects, landfill closure and post closure care, wetlands preservation, debt coverage, and rate stabilization.
FY XX/YY	Fiscal Year beginning July 1, 20XX and ending June 30, 20YY.
Rate	Refers to the rate charged to each residential customer based on size of refuse container and frequency of service.
Refuse	Garbage and/or rubbish disposed at a landfill.
SB 1383	California law to reduce short-lived climate pollutants, including methane. Reduction of organic waste disposal is a primary component resulting in new yard and food waste recycling organics programs to be in effect beginning January 1, 2022.
SFR	Single-family residential dwellings and multi-family residential dwellings with up to 4 units.
Tipping Fee	Fees paid for disposal and/or processing at Kiefer Landfill or North Area Recovery Station.
Volumetric charge	Refers to the variable costs associated with the size of the refuse container subscribed to by residential customers.

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PROJECT LIMITATIONS

This study was prepared solely for the County of Sacramento (County) in accordance with the contract between the County and HF&H Consultants, LLC (HF&H) and is not intended for use by any other party for any other purpose.

In preparing this study, HF&H relied on operating and financial data from the County, which we consider to be accurate and reliable and did not independently verify.

The Financial Model and accompanying analyses contain projections of revenues and expenditures based on various assumptions and estimates. While we reviewed those projections for reasonableness, actual results of operations will usually differ from projections because events and circumstances do not always occur as expected. Those differences may be significant and materially affect the analyses and findings presented in this report.

Rounding differences caused by stored values in electronic models may exist.

This study adheres to relevant laws, regulations, and court decisions but should not be relied upon as legal advice. Questions concerning the interpretation of legal authorities referenced in this study should be referred to a qualified attorney.

EXECUTIVE SUMMARY

The County of Sacramento's (County) Department of Waste Management & Recycling (DWMR) provides solid waste services to residents in the unincorporated County and operates the North Area Recovery Station (NARS) and Kiefer Landfill. The Residential Solid Waste Rate Study and Financial Plan (Study) includes the development of a Financial Model for the County's residential refuse, recycling, and organic materials collection programs. The Financial Model projects revenues and costs for five (5) years, beginning with FY 20/21.

In order to increase rates for these services, the County intends to comply with Article XIID, Section 6 of the California Constitution, which was enacted by Proposition 218 in 1996. This Section requires that (1) revenues derived from fees or charges for property-related service not exceed the cost to provide service; (2) revenues derived from fees or charges not be used for any purpose other than that for which it was imposed; (3) the amount of a fee or charge upon an account not exceed the proportional cost of the service attributable to the parcel; (4) no fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property; and, (5) no fee or charge may be imposed for general governmental services. The analysis conducted in support of this study was based on legal requirements related to Proposition 218, and was reviewed by the County's legal counsel.

Study Purpose and Objectives

The purpose of the Study is to conduct a comprehensive analysis of the County's solid waste rates, including documentation of the analysis, underlying assumptions, and the rationale for the recommended rates. The Study is required to demonstrate that the recommended rates result in fees and charges that reflect the cost of providing such service.

The Study has several key objectives:

- Determine revenue that is necessary to meet the County's requirements including operations, household hazardous waste services, maintenance, capital improvements, and maintaining an adequate Fund Balance;
- Determine the cost of service attributable to each customer based upon the subscribed service level; and,
- Ensure that the proposed rate structure is compatible with Proposition 218 mandates.

These objectives are met by applying industry best practices and by complying with all applicable laws.

Findings and Recommendations

In preparing this solid waste rate study, the following findings were made.

1. Operating cost increases.

- a. SB 1383 requires the County to remove organic materials from its refuse disposed at the landfill effective January 1, 2022. In order to comply with the legal requirements, the County is planning on implementing several programs. The most significant program is to require customers to throw food waste in green waste carts and collect them every week rather than the current practice of every other week beginning in January, 2022.

- b. The Tipping Fees at NARS and Kiefer have increased to reflect higher disposal costs for refuse.
 - c. Processing costs for recyclables have increased due to unfavorable market conditions, a result of changes in China’s trade policy for acceptance of materials.
 - d. Processing costs for organic materials have increased due to higher demand statewide as new laws requiring the diversion of organic material from landfills take effect while processing capacity has not significantly changed.
2. **Projected revenue increases.** The Study projected increasing rates to generate additional revenue to cover the recent cost increases and revenue shortfall. Comparing the revenue required to cover the cost of service with the revenue from current rates indicates the need for rate increases sufficient to generate additional revenue as follows:

- February 2021 – 57.4%
- July 2021 – 5.6%
- July 2022 – 8.7%
- July 2023 – 4.9%
- July 2024 – 4.3%

The percentage increases reflect system-wide increases and not increases for each material type collected or subscription level.

3. **Revenue increases by type of material collected.** Figure ES-1 compares the revenue from current rates with the COS for FY 20/21. This figure indicates how much revenue is needed from volumetric and service charges to generate the 57.4% additional overall revenue needed in FY 20/21. It reflects current year revenue and projected FY 20/21 expenditures.

Figure ES-1.
Current Rate Revenue Compared with the Cost of Service (FY 20/21)

	Revenue @ Current Rates		Cost of Service FY 20/21		Difference (Cost of Service Minus Current)
Container					
Refuse	\$ 47,023,129	100%	\$ 36,362,782	49%	\$ (10,660,347)
Recycling	-	0%	16,125,123	22%	16,125,123
Organics	-	0%	21,515,541	29%	21,515,541
	<u>\$ 47,023,129</u>	<u>100%</u>	<u>\$ 74,003,446</u>	<u>100%</u>	<u>\$ 26,980,317</u> 57.4%

4. **Monthly rate increases.** The current and COS-based rates for weekly solid waste collection and bi-weekly recycling and organics collection are shown in **Figures ES-2**.

Figure ES-2a.
Current and Cost of Service Monthly Rates¹

Refuse, Recycling, and Organics	Current Rates	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
30 Gallon	\$ 19.95	\$ 30.37	\$ 31.96	\$ 33.69	\$ 35.14	\$ 36.38
60 Gallon	\$ 23.55	\$ 36.96	\$ 38.65	\$ 40.46	\$ 42.02	\$ 43.34
90 Gallon	\$ 30.76	\$ 44.55	\$ 46.38	\$ 48.30	\$ 49.99	\$ 51.43

¹Weekly organics service beginning January 1, 2022

Figure ES-2b.
Cost of Service Year Over Year Change to Rates

Refuse, Recycling, and Organics	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
30 Gallon	\$ 10.42	\$ 1.59	\$ 1.73	\$ 1.45	\$ 1.25
	52.2%	5.2%	5.4%	4.3%	3.5%
60 Gallon	\$ 13.41	\$ 1.69	\$ 1.82	\$ 1.55	\$ 1.33
	56.9%	4.6%	4.7%	3.8%	3.2%
90 Gallon	\$ 13.79	\$ 1.83	\$ 1.92	\$ 1.69	\$ 1.44
	44.8%	4.1%	4.1%	3.5%	2.9%

5. **System-wide Fund Balance.** DWMR maintains one Fund Balance for the Solid Waste Enterprise Fund, which comprises all three of its main operations (collections, transfer station, and landfill). The Fund Balance is broken into four components: 1) working capital (funding for daily operations); 2) capital equipment and projects (funding for equipment, buildings, landfill module development); 3) regulatory reserves (closure and post-closure funding for the final closure of the County’s landfills and wetlands preservation fund); and, 4) debt coverage reserves for debt financing of capital improvements. The target Fund Balance is determined based on meeting operational requirements in the case of a catastrophic event that would preclude the County from collecting revenue from its customers; future significant capital needs such as module development at the landfill; for regulatory compliance with legal requirements to maintain reserves for landfill closure and post-closure care and wetland preservation; and to maintain credit worthiness. The chart below (**Figure ES-3a**) shows the projected system-wide Fund Balance with no rate increase and with a COS adjustment against the Fund Balance target.

Figure ES-3a.
System-wide Fund Balance Projections (Millions)

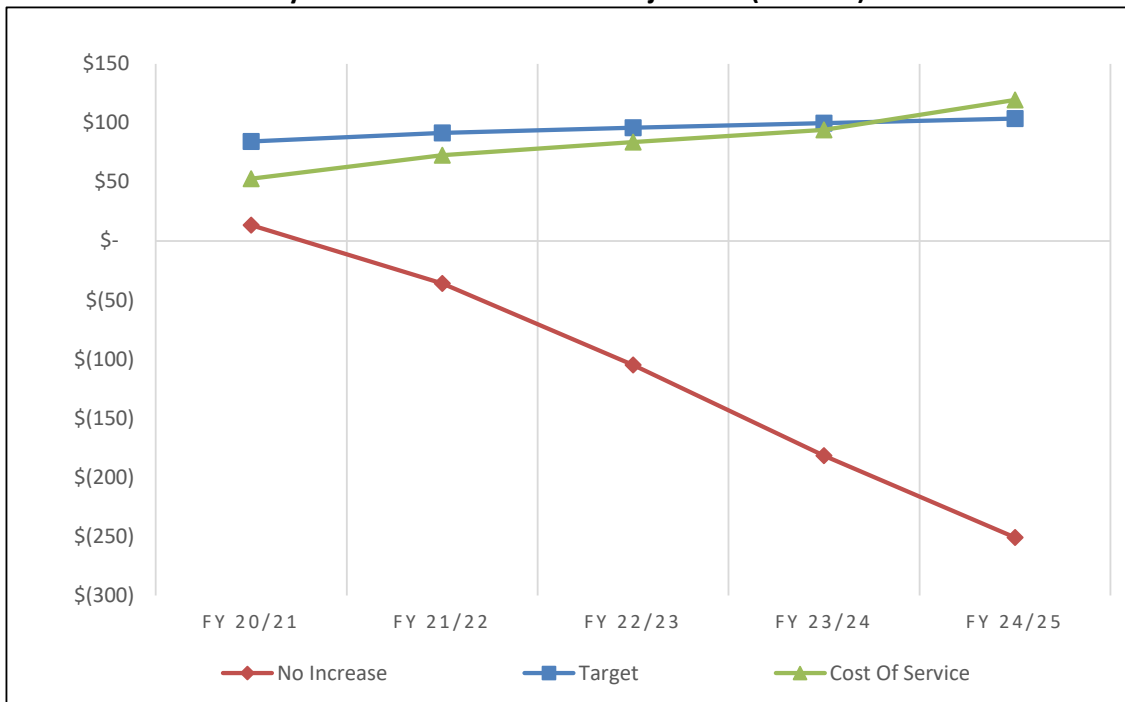
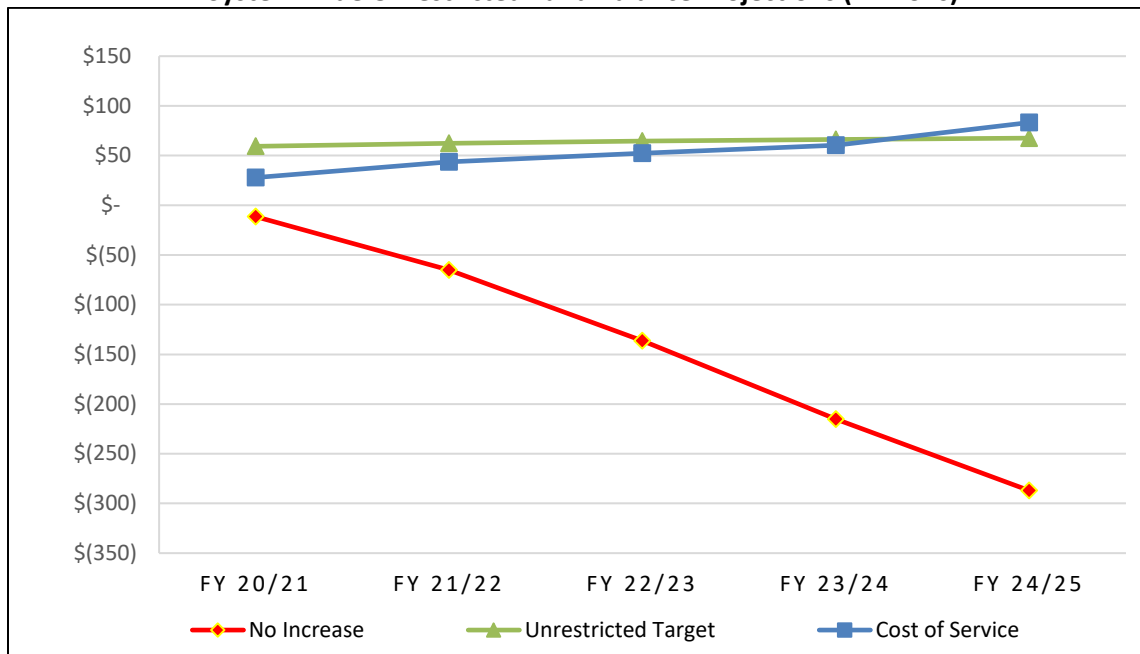


Figure ES-3b shows the projected system-wide unrestricted Fund Balance without an increase and with a COS adjustment against the Fund Balance target.

Figure ES-3b.
System-wide Unrestricted Fund Balance Projections (Millions)



SECTION 1. INTRODUCTION

DWMR manages the County's Solid Waste Enterprise Fund (Fund) which comprises the operations for residential curbside pickup services for garbage, single stream recycling, and organics in the unincorporated areas of the County and serves approximately 156,000 residential accounts, including an additional 5,000+ customers south of Calvine Road under service contract with Waste Management, Inc. The County also owns and operates a transfer station (NARS) and a landfill (Kiefer Landfill). The Fund also supports street sweeping, illegal dumping clean ups, and Household Hazardous Waste drop off centers.

In 2019, the County requested HF&H to assist with developing a cost of service model and rate structure based on the level of service received by each customer class. The purpose of this report is to document the analysis and summarize our assumptions, findings, and recommendations.

The Study prepared a Cost of Service Model (Model) for residential services to help determine appropriate customer rates. The Model projects revenues and costs for five years.

The report is organized to explain how the revenue requirements are determined over the next five years. As part of the documentation, this report includes a copy of the spreadsheet model that was used to derive rates. (Attachment A)

Study Purpose

The main purpose of this report is to document that the proposed rates comply with the relevant laws in California for setting solid waste collection rates. Another key purpose is to ensure that the rates generate sufficient revenue to fund the County's operating and capital costs as well as to maintain an adequate Fund Balance.

Current Rates

The County's solid waste accounts are billed through the County's Consolidated Utilities Billing and Service (CUBS), a division of the Department of Finance.

Figure 1-1 is a sample customer bill from the County.

Figure 1-1. Sample Bill

Consolidated Utilities Billing & Service

9700 GOETHE RD., STE. C
SACRAMENTO, CA. 95827
(916) 875-5555

Account Number: 50000000000
Amount Due: 283.59

To Avoid Penalty,
Payment Must Be Received By: MAR 18, 2017

Consolidated Utilities Billing Statement Provided to Parcel: 10000000000000
Parcel Address: 1111 MAIN ST
Owner Name: DOE JOHN/JANE

Bill Period From: 01/01/2017 - 02/28/2017 [Bill Cycle: BCYC5E]

SUMMARY BILLING STATEMENT

PRIOR BALANCE		137.58
PAYMENT	DEC 29, 2016 - THANK YOU	137.58
CURRENT CHARGES		283.59
TOTAL AMOUNT DUE		283.59

SEE FOLLOWING PAGES FOR BILLING DETAIL
-WE APPRECIATE THAT YOU KEEP YOUR ACCOUNT CURRENT.

137.58	137.58	0.00	283.59	0.00	0.00
Prev Bal	- Payments	- Credits	+ Current Charges	+ Other Adjusts	+ Delinq Fee

Please See Reverse For Important Information

Total Amount Due: 283.59

Return This Portion With Your Payment

Account Number: 50000000000
Amount Due: 283.59
Delinquent Date: MAR 18, 2017

LOCATION: 1111 MAIN ST

Please check here if your mailing address has changed and complete the form on the reverse side.

Please Enter Amount You Are Paying

Please Make Check Payable To:

SACRAMENTO COUNTY UTILITIES
P O BOX 1804
SACRAMENTO CA 95812

DOE JOHN/JANE
1111 MAIN ST
SACRAMENTO, CA 95827-3500

50000000000000000000283593

The County’s residential ratepayers are billed on a bi-monthly basis: a refuse collection rate based on the size of container (volume based) which includes every other week collection of recycling and organics. The current rate includes two standard 90-gallon containers for organics and unlimited recycling containers at no additional charge.

Effective February 1, 2021, the County intends to limit the number of recycling containers included in the monthly rate to one container and charge a fee for each additional recycling container above the standard one container. Effective January 1, 2022, the County intends to charge a fee for the second and any additional organics containers.

The most common rates are summarized in **Figure 1-2**.

Figure 1-2. Current Residential Rates (Effective 7/1/2010)

	Category Description	Billing Unit	Effective July 1, 2010
1.	CURBSIDE RESIDENTIAL SERVICE		
	A. Single Family & Duplex Curbside GARBAGE with GREEN WASTE and SINGLE STREAM RECYCLING		
	1. Weekly GARBAGE Service		
	a. 30 gallon container	Per Month	\$19.95
	b. 60 gallon container	Per Month	\$23.55
	c. 90 gallon container	Per Month	\$30.76
	2. Bi-Weekly GREEN WASTE Service		
	a. One 90 gallon container bi-weekly		Included in Monthly Rate
	b. One additional 90 gallon container bi-weekly		Included in Monthly Rate
	c. Each extra Green Waste container bi-weekly after first 2	Each can per month	\$2.00
	d. Green Waste Exemption	No Green Waste Service	(\$2.00)
	3. Bi-Weekly SINGLE STREAM RECYCLING Service		
	One 90 gallon container		Included in Monthly Rate
	B. Appointment Based Neighborhood Clean-Up (ABNCU)		
	a. One annual customer scheduled bulky item pick-up per year	Up to 5 Cubic Yards	Included in Monthly Rate
	b. Materials set out in excess of 5 Cubic Yards		\$25 Per Additional 5 Cubic Yards
	c. Additional service with an appointment	Up to 5 Cubic Yards	\$25 Per Additional Service
	d. Additional service <u>without</u> an appointment	Up to 5 Cubic Yards	\$50 Per Additional Service
	C. ADDITIONAL GARBAGE CONTAINERS - Weekly Service		
	a. 30 gallon container	Each Can Per Month	\$6.00
	b. 60 gallon container	Each Can Per Month	\$12.00
	c. 90 gallon container	Each Can Per Month	\$18.00

Legal Requirements

The County is required to set rates in compliance with California law. Voters passed Proposition 218 in November 1996, which enacted Article XIID of the California Constitution. Article XIID¹ has five substantive provisions that must be met:

1. Revenue from rates must not exceed the cost of providing service,
2. Revenue from rates must be used for providing service,
3. Fees and charges must be proportional to the cost of providing the service attributable to the parcel,
4. No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property, and
5. No fee or charge may be imposed for general governmental services.

The basis for setting rates that are proportional to the cost of providing service was not prescribed in Article XIID; therefore, the analyst was responsible for meeting the requirements of Sections 6(b) 1-5, as reasonably as possible. "Reasonable" rates are not capricious (there is a documented source for all data), not arbitrary (decisions required to make assumptions and analyze data have a sound reason), and not discriminatory (the results do not unduly favor one customer at the expense of another).

We interpret this concept to mean that rates must be proportional to the cost of service across the range of subscribed services. We further interpret it to mean that the rates for each level of service must correlate with the actual demand that customers place on the waste management system and for which the system must be designed to provide the level of service customers require.

¹ Sections 6(b) 1 - 5.

SECTION 2. REVENUE REQUIREMENT PROJECTIONS

To determine whether additional rate revenue is required, projected operating expenses are compared with projected revenue from current rates. Annual surpluses and deficits are then applied to the Fund Balance. Rates are then increased so that the expenses are covered and operating and capital Fund Balances are maintained at or close to target levels.

Expense Projections

The County's FY 19/20 actual expenses served as the basis for determining the revenue requirement. The increase in the operating and maintenance expenses were projected through FY 24/25 using escalation factors as shown in **Figure 2-1**. Capital expenses are projected based on the County's current capital improvement program.

Figure 2-1. Cost Escalators

Forecast Method		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Caltrans Forecast	Growth	1.2%	1.2%	1.2%	1.2%	1.1%
Caltrans Forecast	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Sacramento County Provided	Growth (County)	1.0%	1.0%	1.0%	1.0%	1.0%
Net County Charge	County	5.0%	5.0%	5.0%	5.0%	5.0%
No Change	None	0.0%	0.0%	0.0%	0.0%	0.0%

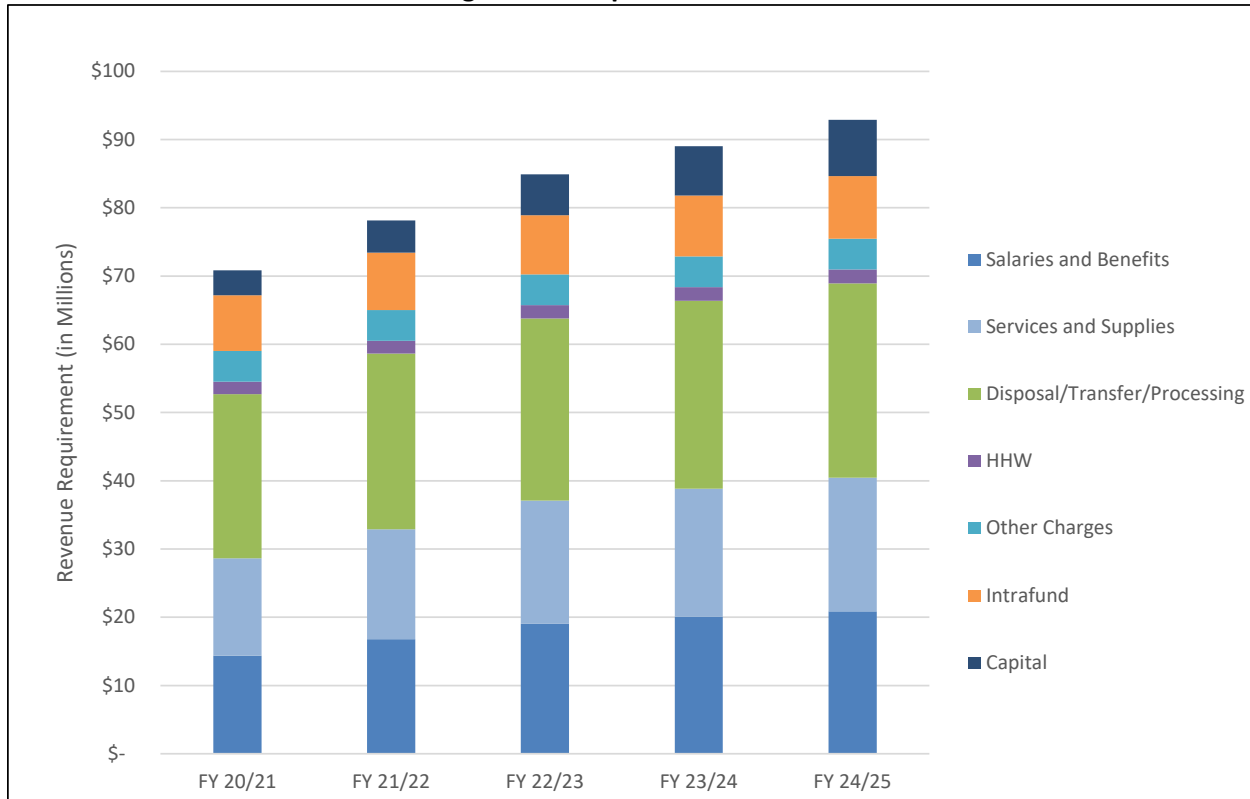
Figure 2-2 shows the forecast method used for each major expense category.

Figure 2-2. Escalators Applied to FY 19/20 Expenses

Description	Forecast Method	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Salaries and Wages	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Employee Benefits	County	5.0%	5.0%	5.0%	5.0%	5.0%
Services and Supplies	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Equipment Maintenance	County	5.0%	5.0%	5.0%	5.0%	5.0%
Equipment Leases	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Fuel & Lubricants	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Landfill leachate disposal	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Cart Purchase	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Other Charges	None	0.0%	0.0%	0.0%	0.0%	0.0%
County Charges	County	5.0%	5.0%	5.0%	5.0%	5.0%
HHW Program Charges	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Intrafund Charges	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Intrafund Reimbursements	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%

Figure 2-3 summarizes expenditure trends that are projected from FY 20/21 through FY 24/25 when using the escalators provided above and known one-time cost adjustments that include new programs, regulatory requirements, and changes in recycling markets.

Figure 2-3. Expenditure Trends



The major cost drivers increasing the total costs are attributable to the following:

SB 1383 – Short-lived Climate Pollutants: Methane Emissions: Dairy & Livestock; Landfills: Organics

SB 1383, passed in 2016, focuses on the reduction of methane emitted into the atmosphere. The regulations are past public comment stage and expected to be adopted soon. The current draft regulations require organics (as defined in the regulations) be diverted from the landfill. Therefore, all organic material will need to be separately collected from the County’s generators. For the County, this presents several issues.

County residents currently place their food scraps into the refuse container. Effective January 1, 2022, the food scraps will need to be separately collected. Most agencies throughout the state are including the food scraps with the green trimmings currently being collected. The County’s residential customers will be required to place their food scraps in the organics container. This will require weekly collection of organics resulting in increased collection and processing costs. The additional costs will include the cost of added labor, maintenance, and vehicle purchases for the County to switch from every other week to every week organics collection. The timing of converting to weekly collection will occur half-way through FY 21/22, so the increase in labor and maintenance is phased in over two Fiscal Years. The purchase cost for collection vehicles is planned to be debt financed with annual debt service expense spread over an eight-year period corresponding to the useful life of the vehicles.

Currently, NARS and Kiefer Landfill receive organic material, primarily green trimmings. At NARS, the material is sent to an outside processor for composting. At Kiefer Landfill, it is primarily used on site for slope stabilization and daily cover with a small percentage shipped offsite for composting.

The cost for composting green trimmings received at NARS has recently increased from \$33.00 to approximately \$78.00 per ton, an increase of about **\$3.7 million** for FY 20/21 with annual inflation adjustments going forward.

China's National Sword Policy

Beginning in 2017, China's government began notifying the world it was no longer going to be the "dumping ground" for other countries' trash. Effective March 2018, China changed its import policies to only accept high quality paper and cardboard containing less than 0.5% contamination and eliminated the acceptance of mixed plastic. Most of California's processors had contamination levels of 10-15%, far exceeding the levels allowed by China. While China had been the recipient of over 75% of the world's material, other Southeast Asian countries began receiving the material. However, due the excessive supply of material, the price has plummeted. Mixed paper, which is approximately 33% of the recycling stream by weight, saw the market price decline from \$90-\$100 per ton to \$10 per ton on average. There have also been instances where processors have had to pay to move the material.

Therefore, many processors have changed from paying their customers to requiring processing payments. The County estimates the new contract with its processor will add approximately **\$2.3 million** to its annual residential collection costs.

Labor, Operating, and Other Expenses

Labor, operating and maintenance (O&M), and other expenses are projected to increase during the forecast period. These expenses have been projected to increase based on the Caltrans Forecast and DWMR staff recommendations.

Migration

When there are significant rate increases, customers may downsize their subscription levels to a lower level of service. We have anticipated migration of 3% for customers switching to a 30 gallon refuse service from 60 gallon refuse service in FY 20/21 and FY 21/22. For customers with 90 gallon refuse service, we have anticipated a 2% migration to 60 gallon service in FY 20/21 and FY 21/22. For subsequent years, we have anticipated a migration of 1% through FY 23/24.

Customers with more than one recycling container will be billed for each additional container beginning February 1, 2021. Approximately 10% of customers have more than one recycling container. Recycling service will continue to be every other week and customer migration is not expected to be materially significant to the recycling system as a whole.

Organics collection is projected to start weekly service on January 1, 2022. Customers with extra organics containers will start receiving an additional charge for the second container. Currently, the first two organics containers are included in the monthly rate. Approximately 34% of the customers have an extra organics container and it is anticipated that a large percentage will migrate down to a single organics container when there is weekly service and an additional charge for the second container. The projections include a 25% reduction in FY 21/22 and another 50% reduction in FY 22/23 for customers that have more than one organics container.

Revenue Increases

Revenue increases were derived to cover the County's costs and move towards an adequate Fund Balance. **Figure 2-4** summarizes the projected revenue from current rates, annual revenue requirements, annual variances, and the revenue increases necessary to cover the County's costs. It is assumed the full rate increase required to meet the current year revenue requirement is implemented.

The projected rate revenue assumes there will be a 1% growth annually in customer accounts. The revenue requirement (shown in greater detail in **Figure 2-3**) grows by the projected change using inflation factors provided by combination of DWMR staff (**Figure 2-1**) and Caltrans Forecast. When the revenue from current rates is compared with the net revenue requirements (i.e., revenue requirement less non-operating revenue), there is a deficit variance that requires a large revenue percentage increase in FY 20/21 but then decreases in subsequent years.

Figure 2-4. Rate Increase Calculations

		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Revenue from Current Rates	A	\$ 47,023,129	\$ 74,003,446	\$ 78,144,850	\$ 84,920,502	\$ 89,039,879
Revenue Requirement	B	\$ 74,003,446	\$ 78,144,850	\$ 84,920,502	\$ 89,039,879	\$ 92,873,130
Revenue Shortfall	C = A-B	\$ (26,980,317)	\$ (4,141,404)	\$ (6,775,651)	\$ (4,119,377)	\$ (3,833,251)
Rate Increase Necessary	C÷A	57.4%	5.6%	8.7%	4.9%	4.3%

Fund Balance

DWMR maintains one Fund Balance for all three of its main operations (collections, NARS, and Kiefer Landfill). The Fund Balance is broken into four components: 1) working capital (funding for daily operations); 2) capital equipment and projects (funding for equipment, buildings, landfill module development); 3) regulatory reserves (closure and post-closure funding for the final closure of the County's landfills and wetlands preservation fund); and, 4) debt coverage reserves for debt financing of capital improvements.

Fund Balance Target

The County's unrestricted Fund Balances are used for working capital and capital projects and equipment purchases. Each of these purposes has its own requirements that lead to an optimum target balance. Rates should be set so that the Fund Balance achieves the target balance.

The target working capital Fund Balance was based on assessing each operation's cash cycles, demand for services, control over rates and revenues and demand for services. Industry standards start at 90 days of annual operating expenditures (using 45 days as a minimum acceptable level) and adjusting the target based on particular characteristics of the operations. The target balances were developed by evaluating each operation's cash flow as shown in **Figure 2-5**.

Figure 2-5. Working Capital Fund Balance Target

Working Capital Fund Balance Target	
Operation	Days of Operating Expenditures
Kiefer Landfill	45
NARS	90
Collections	120

The capital equipment and projects Fund Balance target was developed by assessing the capital needs over a seven year period (FY 18/19 through FY 24/25) and using the average annual capital requirement as the target.

Fund Balance Trend

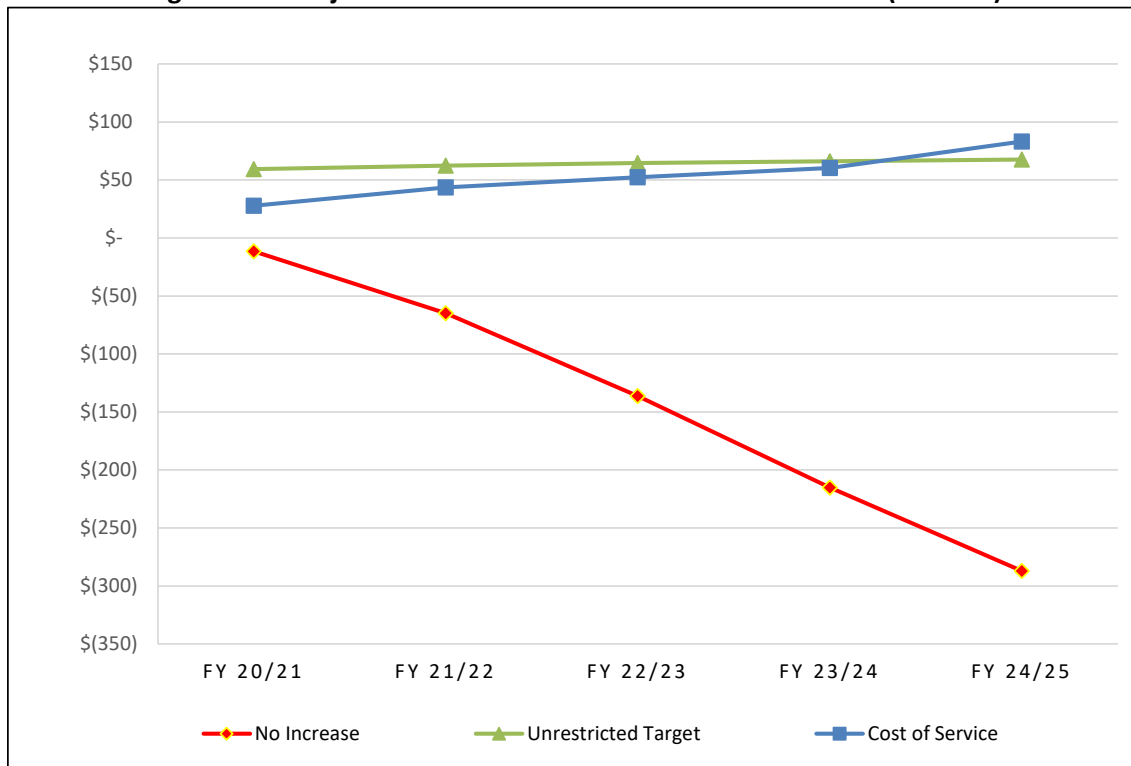
As part of this engagement, we also reviewed the ability of the proposed rates to fund DWMR's Fund Balance at a level to provide sufficient working capital. The purpose of the Fund Balance is to provide the ability to effectively respond to unforeseen events or emergencies and new diversion programs in order to be compliant with AB341, AB1826, and SB1383.

Our review found that the COS rate adjustments proposed will move towards providing sufficient revenues to maintain an adequate Fund Balance for working capital and capital purchases at the overall system level which includes the NARS and Kiefer Landfill operations.

The target Fund Balance is based on meeting operational requirements in case of a catastrophic event that would preclude the County from generating revenues from its customers; significant future capital needs such as module development at the landfill, and required regulatory reserves for the closure and post-closure costs of its landfills and the wetland preservation fund.

Figure 2-6 shows the Fund Balance compared with the target Fund Balance. The green line labeled "Target" (triangle symbols) represents the target balance for the total Fund Balance. The blue line labeled "Cost of Service" (square symbols) represents the Fund Balance at the proposed rates. The red line labeled "No Increase" (diamond symbols) represents the Fund Balance if no rate increases are implemented over the next five years and shows a projected Fund Balance deficit of approximately \$280 million by FY 24/25.

Figure 2-6. Projected Unrestricted Fund Balance at Year End (Millions)



Revenue increases are achieved by increasing rates. In years when rates are not being restructured to align with the COS, rates would be increased by an inflation factor to generate the required revenue increase. For example, a 5% revenue increase would be achieved with a 5% across-the-board increase in the current rates at the various subscription levels.² In the current rate study, however, rates are being restructured to align with the COS. As a result, different percentage increases in the service and volume charges will occur. The calculation of these rate increases is explained in the next section of this report.

² The *rate* increase is the same as the *revenue* increase when the rate increase is effective for the whole 12 months. If the rate increase is in effect for less than a whole year, the percentage *rate* increase needs to be higher than the required percentage *revenue* increase in order to generate the required revenue in a shorter period of time.

SECTION 3. COST OF SERVICE ANALYSIS

Methodology

A Cost of Service (COS) analysis determines the unit cost of the services provided to the County’s solid waste customers. Each customer is charged the same unit cost for the share of the services that they demand. In this way, the total revenue requirement is split between the fixed service charges and the volumetric charges.

The County’s solid waste services are targeted at meeting customer demands for refuse, recycling, and organics collection services. The level of service varies based on the customer’s subscribed refuse container size.

The solid waste collection service is defined as follows:

Customers receive refuse, recycling, and organics service. Refuse collection is offered in a 30, 60, or 90 gallon container. Recycling and organics collection is offered in 90 gallon containers. The containers are collected by automated side-loader trucks.



Customers also receive HHW curbside collection services (used oil, used oil filters, and used cooking oil), HHW drop offs (fluorescent bulbs, e-waste, household chemicals, etc.), street sweeping, bulky waste pick-up by appointment, and illegal dumping clean-up.

The collection system costs are allocated based on current route statistics for the two service areas (North Collection Area and South Collection Area), as shown in **Figure 3-1**.

Figure 3-1. Allocation Factors

Allocation Factors	Refuse	Recycling	Organics
North Collections Route Statistics	48.78%	25.61%	25.61%
South Collections Route Statistics	48.16%	24.26%	27.57%
North and South Collections Route Statistic:	48.31%	24.58%	27.12%

Figure 3-2 provides a detailed breakdown of the expenses and COS allocations for FY 20/21.

Figure 3-2. Cost of Service Allocations

	FY 20/21 Projected Expenses	Allocation Factor	Refuse	Recycling	Organics
Salaries and Benefits	\$ 14,354,540	Route Statistics	\$ 6,960,739	\$ 3,585,998	\$ 3,807,803
Services and Supplies	14,279,349	Route Stats	6,929,556	3,578,689	3,771,104
Disposal/Transfer/Processing	24,069,429	Tonnage	11,818,960	4,424,028	7,826,441
Household Hazardous Waste	1,830,212	Material Type	1,830,212	-	-
Other Charges	4,508,492	Route Statistics	2,189,289	1,132,928	1,186,275
Administration and Support Services	11,315,732	Route Statistics	5,483,054	2,817,898	3,014,780
Capital Expenses	3,645,693	Route Statistics	1,150,973	585,583	1,909,137
Total Revenue Requirement	\$ 74,003,446		\$ 36,362,782	\$ 16,125,123	\$ 21,515,541

The projected FY 20/21 expenses are compared with the estimated revenue from FY 20/21 COS in **Figure 3-3**. The allocation of costs between volumetric and fixed costs is not available for the current rate structures.

Figure 3-3. Current Rate Revenue Compared to Cost of Service

Components of Rate Structure	Current Rate Revenue	FY 20/21 Cost of Service	Difference (Cost of Service Minus Current)
Cost of Service			
Volumetric*			
Refuse Collection	N/A	\$ 23,658,842	
Fixed Costs			
Refuse Collection	N/A	12,703,940	
Recycling Collection	N/A	16,125,123	
Organics Collection	N/A	21,515,541	
Total	\$ 47,023,129	\$ 74,003,446	\$ 26,980,317
% Surplus/(Shortfall)			57.4%
* Based on size of container			
N/A - Not Available			

The comparison of revenue from current rates with the revenue requirement indicates that an overall 57.4% (\$26,980,317) increase in revenue is needed.

Section 4 provides a recommended rate structure to meet the COS.

SECTION 4. RATE DESIGN – COST OF SERVICE

This section discusses the design of volumetric charges for the various sizes of containers and the fixed service charges for all three material types collected (refuse, recycling and organics). All cost categories were evaluated to determine if the cost would fluctuate (variable) or remain constant (fixed) if there was variances in the subscribed service and type of container.

Refuse Collection

Volumetric (Variable) Collection Costs

Volumetric (variable) collection costs are proportional costs based on the subscribed size and type of container. In order to properly allocate the variable costs, the various factors identified below were calculated based on existing subscription levels. The variable collection costs exclude transfer and disposal and fixed costs which are calculated separately.

Full Time Equivalent Route Factor

The subscribed level of service, in essence, reserves that particular volume of space in the collection vehicle. The County must route its drivers and vehicles in order to ensure the routes have capacity to meet the customer demand. Therefore, a “Full Time Equivalent Route Factor” (FTE Route Factor) was calculated for each size of container based on collection truck capacity, average route hours, and disposal trip time. **Figure 4-1** lists the FTE Route Factors:

Figure 4-1. Full Time Equivalent Route Factor

Container	FTE Route Factor
30 Gallon	1.11
60 Gallon	1.33
90 Gallon	1.55

Equivalent Container Factor

An Equivalent Container Factor (ECF) was calculated to determine the variable component of the monthly rate as follows:

1. An adjusted number of loads for each size of container was calculated assuming 100% of customers subscribed to one size.
2. An Adjusted Loads Costs was determined based on the actual collection costs divided by actual loads multiplied by the Adjusted Loads.
3. The ECF was calculated by dividing the Adjusted Loads Costs (Step 2) by the minimum cost per load.

Figure 4-2 lists the ECF.

Figure 4-2. Equivalent Container Factor

Container	Equivalent Container Factor (ECF)
30 Gallon	1.00
60 Gallon	2.40
90 Gallon	4.19

Equivalent Container Units

Equivalent Container Units (ECU) were calculated in order to properly allocate the variable collection costs, excluding the refuse transfer, processing, and disposal costs. ECUs were calculated by multiplying the number of containers by size by the applicable ECF. Figure 4-3 shows the calculation of the ECU’s for containers.

Figure 4-3. Equivalent Container Units

Container	Equivalent Container Factor (ECF)	Current Containers in Service	Equivalent Container Units (ECU)
	A	B	A x B
30 Gallon	1.00	34,409	34,409
60 Gallon	2.40	110,088	263,916
90 Gallon	4.19	22,204	93,077
		Total Cart ECUs	391,402

Variable Route Collection Costs Calculation

Annual variable costs were determined based on the County’s projected collection costs that would fluctuate based on the size of container and frequency of service. Costs include such items as: costs for labor and equipment operation and maintenance. Figure 4-4 shows the calculation of the Variable Route Collection Costs per month.

Figure 4-4. Variable Route Collection Costs per Month (FY 20/21)

			Container Size (Gallons)		
			30	30	90
Annual Variable Costs	\$ 11,839,882	A			
Equivalent Container Units (ECU)	391,402	B			
Annual Variable Costs per ECU	\$ 30.25	A / B = C			
Monthly Variable Cost per ECU	\$ 2.52	C / 12 = D			
Equivalent Container Factor		E	1.00	2.40	4.19
Variable Route Collection Costs per Month		D x E	\$ 2.52	\$ 6.04	\$10.57

Fixed and Indirect Collection Costs

Fixed collection costs are determined based on the County’s projected costs that are not dependent on the subscribed service volume. Fixed costs include such items as: services and supplies, administration and support services, and capital charges. Indirect costs include such items as: HHW programs and street sweeping. **Figure 4-5** shows the calculation of Fixed Costs.

Figure 4-5. Fixed and Indirect Collection Costs (FY 20/21)

		Containers		
		Refuse	Recycling	Organics
Annual Fixed and Indirect Costs	A	\$ 12,693,940	\$ 15,054,194	\$ 21,109,372
Number of Accounts	B	164,272	164,272	164,272
Fixed Cost per Year	A / B = C	\$ 77.27	\$ 91.64	\$ 128.50
Fixed Cost per Month	C / 12	\$ 6.44	\$ 7.64	\$ 10.71

Transfer, Disposal, and Processing Costs

Transfer, disposal, and processing costs of the collected materials are calculated by multiplying projected actual tons by the rates at each facility. The cost per gallon is calculated by dividing the actual transfer, disposal, and processing costs by the number of subscribed gallons serviced. **Figure 4-6** lists the Transfer and Disposal costs per containers.

Figure 4-6. Transfer, Disposal, and Processing Cost per Month (FY 20/21)

		Refuse Container		
		30 Gallon	60 Gallon	90 Gallon
Total Transfer/Disposal/Processing Costs	A	\$ 11,816,005		
Total Subscribed Gallon	B	9,635,873		
Transfer/Disposal/Processing Cost per Gallon	A / B = C	\$ 1.23		
Transfer/Disposal/Processing Cost per Month	C/12 * Size	\$ 3.07	\$ 6.13	\$ 9.20

Figure 4-7 summarizes refuse COS rates for container service one time per week (first container).

Figure 4-7. Refuse Collection Costs (Service 1X per Week, First Container)

	Container Size		
	30 Gallon	60 Gallon	90 Gallon
Refuse Collection - 1st Container			
Variable	\$ 2.52	\$ 6.04	\$ 10.57
Fixed	6.44	6.44	6.44
Transfer/Disposal/Processing	3.07	6.13	9.20
	<u>\$ 12.03</u>	<u>\$ 18.62</u>	<u>\$ 26.21</u>

Recycling and Organics

Recycling and Organics costs are calculated using the same method of projecting future costs as for refuse. However, since recycling and organics services are standardized at 90 gallon cart sizes, the overall cost is treated as a fixed component of the rate projections. Total collection costs for each material type are divided by the number of billed customers. Therefore, all customers are billed the same monthly charge. If, under special circumstances, a customer requests a different size container, the base rate will still be charged.

Base Service Rates

Figures 4-8 compares the current and COS based rates. The percentage increase varies for each level of service based on the proportion of fixed to volumetric components of the rate.

Figure 4-8a. Comparison of Current and Cost of Service Rates

Refuse, Recycling, and Organics	Current Rates	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
		30 Gallon Refuse	\$ 19.95	\$ 12.03	\$ 11.63	\$ 12.06
90 Gallon Recycling	-	7.64	7.61	7.98	8.33	8.67
90 Gallon Organics	-	10.71	12.72	13.66	14.34	14.92
	\$ 19.95	\$ 30.37	\$ 31.96	\$ 33.69	\$ 35.14	\$ 36.38
60 Gallon Refuse	\$ 23.55	\$ 18.62	\$ 18.32	\$ 18.83	\$ 19.34	\$ 19.76
90 Gallon Recycling	-	7.64	7.61	7.98	8.33	8.67
90 Gallon Organics	-	10.71	12.72	13.66	14.34	14.92
	\$ 23.55	\$ 36.96	\$ 38.65	\$ 40.46	\$ 42.02	\$ 43.34
90 Gallon Refuse	\$ 30.76	\$ 26.21	\$ 26.05	\$ 26.67	\$ 27.32	\$ 27.85
90 Gallon Recycling	-	7.64	7.61	7.98	8.33	8.67
90 Gallon Organics	-	10.71	12.72	13.66	14.34	14.92
	\$ 30.76	\$ 44.55	\$ 46.38	\$ 48.30	\$ 49.99	\$ 51.43

Figure 4-8b. Proposed Cost of Service Year-Over-Year Change to Rates

Refuse, Recycling, and Organics	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
30 Gallon	\$ 10.42 52.2%	\$ 1.59 5.2%	\$ 1.73 5.4%	\$ 1.45 4.3%	\$ 1.25 3.5%
60 Gallon	\$ 13.41 56.9%	\$ 1.69 4.6%	\$ 1.82 4.7%	\$ 1.55 3.8%	\$ 1.33 3.2%
90 Gallon	\$ 13.79 44.8%	\$ 1.83 4.1%	\$ 1.92 4.1%	\$ 1.69 3.5%	\$ 1.44 2.9%

Additional Containers

There are occasions, due to service demands, that a customer may have additional refuse, recycling, and/or organics containers beyond the base service level. A rate for the additional container includes the variable cost component, fixed container component, and the transfer/disposal/ processing component.

Refuse

Figure 4-9 shows a calculation for the refuse component of one 90 gallon and one 60 gallon refuse container serviced one time per week. Recycling and organics also have a second container charge that includes a variable cost component, a fixed container component, and a processing component.

Figure 4-9. Calculation of Monthly Rate for one 90 Gallon and one 60 gallon Refuse Container Service

Base Rate - 90 Gallon Container	A	\$ 26.21
Second 60 Gallon Container - Transfer/Disposal/Processing	B	\$ 6.13
Additional Fixed (Container)	C	\$ 0.32
Variable Costs - 60 Gallon Container	D	\$ 6.04
Rate Calculation		
Base Rate		
90 Gallon Container	A	\$ 26.21
Additional 60 Gallon Container		
Transfer/Disposal/Processing	B	\$ 6.13
Fixed Portion	C	0.32
Variable Portion	D	6.04
	E	<u>\$ 12.50</u>

Recycling

Recycling also has a second container charge that includes a variable cost component, a fixed container component, and a processing component. Figure 4-10 shows a calculation for the recycling component of the monthly rate with an additional 90 gallon recycling container.

Figure 4-10. Calculation of Monthly Rate for Two 90 Gallon Recycling Container Service

Base Rate - One 90 Gallon Container	A	\$ 7.64
Transfer/Disposal/Processing	B	\$ 2.05
Additional Fixed (Container)	C	\$ 0.37
Variable Costs	D	\$ 2.83
Rate Calculation		
Base Rate		
90 Gallon Container	A	\$ 7.64
Additional 90 Gallon Container		
Transfer/Disposal/Processing	B	\$ 2.05
Fixed Portion	C	0.37
Variable Portion	D	2.83
	E	<u>\$ 5.24</u>

Organics

Organics also has an additional container charge after the base of two containers that includes a variable cost component, a fixed container component, and a processing component. **Figure 4-11** shows a calculation for the organics component of the monthly rate with an additional 90 gallon organics container.

Figure 4-11. Calculation of Monthly Rate for Two 90 Gallon Organic Container Service

Base Rate - Two 90 Gallon Containers	A	\$ 10.71
Transfer/Disposal/Processing	B	\$ 3.10
Additional Fixed (Container)	C	\$ 0.37
Variable Costs	D	\$ 2.56
Rate Calculation		
Base Rate		
90 Gallon Container	A	\$ 10.71
Additional 90 Gallon Container		
Transfer/Disposal/Processing	B	\$ 3.10
Fixed Portion	C	0.37
Variable Portion	D	2.56
	E	<u>\$ 6.03</u>

Standard Service Calculation

Approximately 68% of the customer base subscribes to 60 gallon refuse service. As such, 60 gallons is the predominant level of service combined with a 90 gallon recycling and a 90 gallon organics container. The current rate structure includes the cost of two organics containers in the monthly rate. Going forward the rate structure will maintain this service level (i.e., 180 gallons serviced every two weeks). With the switch to weekly organics service beginning January 1, 2022, the rate structure will only include one container in the standard monthly rate. One container picked up every week represents an equivalent level of service to two containers picked up every other week.

Figure 4-12 shows the projected rates for 60 gallon service through FY 24/25 at COS rates beginning in FY 20/21. Approximately 34% of customers currently have more than one organics container that under the new rate structure will have an associated additional container charge starting on January 1, 2022 or whenever weekly collection commences. We have included in **Figure 4-12** the projected additional container charge for organics containers. Our projections have anticipated that a large percentage of customers will opt out of the second container once service is every week and an associated charge is imposed. The projections assume that approximately 25% of customers will downsize to a single cart in FY 21/22 and an additional 50% will downsize in FY 22/23.

Figure 4-12. Standard Service Rate Components

	Current Rates	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Refuse	\$ 23.55	\$ 18.62	\$ 18.32	\$ 18.83	\$ 19.34	\$ 19.76
Recycling	-	7.64	7.61	7.98	8.33	8.67
Organics	-	10.71	\$12.72	\$13.66	\$14.34	\$14.92
Total	\$ 23.55	\$ 36.96	\$ 38.65	\$ 40.46	\$ 42.02	\$ 43.34
Year over Year % Change		57%	5%	5%	4%	3%
Year over Year \$\$ Change		\$ 13.41	\$ 1.69	\$ 1.82	\$ 1.55	\$ 1.33
Additional Organics Cart - Monthly Charge (3+ Carts)	\$ -	\$ 6.03	\$ 8.36	\$ 11.13	\$ 11.66	\$ 12.11

SECTION 5. CUSTOMER BILL IMPACTS

The current residential collection service rates alone will not provide the revenue needed to fund existing and projected operating and capital expenses and move towards the required Fund Balance and therefore must be adjusted.

Rate Setting

Using the Financial Model, we developed the necessary rate adjustment. This assumes the rates are adjusted to be equal to the COS to provide weekly refuse collection, every other week recycling collection, and weekly organics collection (beginning January 1, 2022). COS rates were developed using the following assumptions:

- Personnel, operating, and maintenance expenses were projected to grow based on annual escalators as shown in **Figure 5-1**.

Figure 5-1. Escalators

Forecast Method		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Caltrans Forecast	Growth	1.2%	1.2%	1.2%	1.2%	1.1%
Caltrans Forecast	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Sacramento County Provided	Growth (County)	1.0%	1.0%	1.0%	1.0%	1.0%
Net County Charge	County	5.0%	5.0%	5.0%	5.0%	5.0%
No Change	None	0.0%	0.0%	0.0%	0.0%	0.0%

- Rates should be sufficient to fund operating and capital expenses and move towards the required working capital and capital projects Fund Balance.
- In order to ensure compliance with Proposition 218 in using the Fund Balance, working capital and capital project Fund Balances can only be used to support solid waste-related programs that benefit ratepayers.
- Rates were assumed to be effective on February 1, 2021 and July 1, of each year thereafter beginning with July 1, 2021.

The COS is shown in **Figures 5-2**. This shows the rates necessary to meet the COS revenue requirement. The rates for FY 20/21 assume inflated costs based on the Caltrans Forecast or recommendations by DWMR staff. Costs in subsequent years were adjusted in the same manner. Additionally, applicable costs were adjusted based on the expected costs for new programs such as SB 1383 compliance and increased disposal and processing costs from NARS, Kiefer Landfill, and outside processors.

Figure 5-2a. Proposed Cost of Service Monthly Rates

Refuse, Recycling, and Organics	Current Rates	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
30 Gallon	\$ 19.95	\$ 30.37	\$ 31.96	\$ 33.69	\$ 35.14	\$ 36.38
60 Gallon	\$ 23.55	\$ 36.96	\$ 38.65	\$ 40.46	\$ 42.02	\$ 43.34
90 Gallon	\$ 30.76	\$ 44.55	\$ 46.38	\$ 48.30	\$ 49.99	\$ 51.43

Figure 5-2b. Proposed Cost of Service Year-Over-Year Change to Rates

Refuse, Recycling, and Organics	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
30 Gallon	\$ 10.42	\$ 1.59	\$ 1.73	\$ 1.45	\$ 1.25
	52.2%	5.2%	5.4%	4.3%	3.5%
60 Gallon	\$ 13.41	\$ 1.69	\$ 1.82	\$ 1.55	\$ 1.33
	56.9%	4.6%	4.7%	3.8%	3.2%
90 Gallon	\$ 13.79	\$ 1.83	\$ 1.92	\$ 1.69	\$ 1.44
	44.8%	4.1%	4.1%	3.5%	2.9%

Survey of Comparable Rates

Figure 5-3 shows the results of HF&H’s survey of residential solid waste rates for jurisdictions located within and in close proximity to Sacramento County (County), including Placer County, San Joaquin County, and Yolo County. We have applied the proposed residential rates for purposes of comparing County’s rates to other jurisdictions.

Residential rates for a 60 to 64 gallon container (the most common residential service level in the County) range from \$15.05/month (Woodland) to \$43.86/month (Lodi), while the County’s proposed rate is \$36.96/month. Of the seventeen (17) jurisdictions, twelve (12) of the jurisdictions’ 60-64 gallon container rates are lower than the estimated rate and five (5) are higher than the estimated rate.

While the recommended rates compare favorably to those surveyed, we caution the County that this survey is presented as an indication of the reasonableness of the estimated FY 20/21 rates. It should not draw conclusions from this information because rate comparisons are intrinsically difficult and often misleading. This difficulty results from differences in issues such as:

1. The services provided;
2. Operational differences;
3. The terrain in which the service is performed;
4. Disposal and material processing costs;
5. Rate structures; and,

- 6. Governmental fees (e.g., franchise fees, vehicle impact fees, etc.) that may be available in some jurisdictions to subsidize solid waste services.

Figure 5-3. Collection Rate Survey

Jurisdiction/City	County	Effective Date	Residential Single Family			Service Information	
			30-35 Gallon	60-64 Gallon	90-96 Gallon	Rec. Freq.	YW Freq.
City of Lodi	San Joaquin	4/1/2020	\$29.14	\$43.86	\$95.56	Bi-Weekly	Bi-Weekly
City of Davis	Yolo	7/1/2020	\$38.70	\$42.85	\$51.11	Weekly	Weekly
City of Sacramento	Sacramento	7/1/2020	\$37.26	\$42.59	\$47.39	Bi-Weekly	Weekly
City of Stockton	San Joaquin	1/1/2020	\$31.59	\$40.01	\$48.47	Weekly	Weekly
City of Galt	Sacramento	3/1/2020	\$33.00	\$38.50	\$61.00	Bi-Weekly	Bi-Weekly
County of Sacramento - Proposed	Sacramento	2/1/2021	\$30.37	\$36.96	\$44.55	Bi-Weekly	Bi-Weekly
City of Tracy	San Joaquin	1/1/2012	N/A	\$36.50	\$43.20	Bi-Weekly	Bi-Weekly
City of Manteca	San Joaquin	1/1/2019	\$30.07	\$31.97	\$33.66	Bi-Weekly	Bi-Weekly
County of Placer - Franchise Area 2 ¹	Placer	7/1/2019	\$23.48	\$31.19	\$38.88	Weekly	N/A
City of Rocklin ²	Placer	7/1/2020	\$14.48	\$30.21	\$33.78	Weekly	Weekly
City of Folsom	Sacramento	7/1/2020	N/A	\$30.00	\$34.00	Bi-Weekly	Bi-Weekly
City of Elk Grove	Sacramento	7/1/2020	\$24.81	\$28.32	\$35.40	Bi-Weekly	Bi-Weekly
County of Placer - Franchise Area 3 ¹	Placer	7/1/2019	\$20.44	\$27.28	N/A	Weekly	N/A
City of Rancho Cordova	Sacramento	7/1/2020	\$22.88	\$27.05	\$35.71	Bi-Weekly	Bi-Weekly
City of Roseville	Placer	7/1/2020	N/A	\$26.86	\$26.85	Drop-Off	Weekly
County of Placer - Franchise Areas 1 and 4 ¹	Placer	7/1/2019	\$18.25	\$26.34	\$33.68	Weekly	N/A
County of Sacramento - Current	Sacramento	7/1/2010	\$19.95	\$23.55	\$30.76	Bi-Weekly	Bi-Weekly
City of Citrus Heights	Sacramento	1/1/2020	\$19.95	\$22.15	\$27.55	Bi-Weekly	Bi-Weekly
City of Woodland	Yolo	1/1/2020	\$12.75	\$15.05	\$26.16	Weekly	Weekly
50th Percentile			\$24.15	\$30.21	\$35.56		
75th Percentile			\$30.68	\$37.73	\$46.68		
Average			\$25.45	\$31.64	\$41.54		
Notes:							
¹ 2 - 32 gallon cart rate instead of a 60-64 gallon container rate and 3 - 32 gallon cart rate instead of 90-96 gallon container rate.							
² Unlimited toter service with additional monthly rental fee per toter of \$3.57							

ATTACHMENT A: RATE MODEL SUMMARY

Description	Forecast Method	Model Forecast FY 20-21	Model Forecast FY 21-22	Model Forecast FY 22-23	Model Forecast FY 23-24	Model Forecast FY 24-25
Salaries and Benefits						
Salaries and Wages	Inflation	\$ 11,308,787	\$ 12,819,598	\$ 14,220,562	\$ 14,839,705	\$ 15,344,068
Employee Benefits	County	\$ 3,045,753	\$ 3,963,585	\$ 4,839,092	\$ 5,218,255	\$ 5,522,168
Services and Supplies						
Services and Supplies	County	\$ 2,844,906	\$ 2,933,098	\$ 3,018,326	\$ 3,104,580	\$ 3,196,319
Equipment Maintenance	Inflation	\$ 8,155,385	\$ 9,642,266	\$ 11,203,491	\$ 11,763,666	\$ 12,351,849
Equipment Leases	Inflation	\$ 29,355	\$ 30,265	\$ 31,144	\$ 32,034	\$ 32,980
Fuel & Lubricants	Inflation	\$ 1,255,462	\$ 1,459,514	\$ 1,667,377	\$ 1,715,838	\$ 1,767,042
County Charges	Inflation	\$ 616,648	\$ 635,764	\$ 654,240	\$ 672,940	\$ 692,827
Recycling	Inflation	\$ 4,424,028	\$ 4,669,083	\$ 4,889,134	\$ 5,106,756	\$ 5,347,212
SRTS Transfer Fee	Inflation	\$ 1,267,044	\$ 1,279,935	\$ 1,287,941	\$ 1,294,734	\$ 1,304,101
Cart Purchase	None	\$ 1,377,592	\$ 1,420,298	\$ 1,461,569	\$ 1,503,336	\$ 1,547,760
Other Charges						
Other Charges	None	\$ 4,508,492	\$ 4,508,492	\$ 4,508,492	\$ 4,508,492	\$ 4,508,492
County Charges	County	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve Adjustment						
Reserve Adjustment	None	\$ 3,160,496	\$ -	\$ -	\$ -	\$ -
Interfund Charges						
HHW Program Charges	Inflation	\$ 1,830,212	\$ 1,886,949	\$ 1,937,896	\$ 1,988,282	\$ 2,043,954
Intrafund Charges						
Intrafund Charges	Inflation	\$ 8,155,235	\$ 8,408,048	\$ 8,652,381	\$ 8,899,659	\$ 9,162,654
Tipping Charges	None	\$ 18,378,356	\$ 19,787,040	\$ 20,527,618	\$ 21,142,279	\$ 21,811,606
Capital						
Add: Capital Expenditures - Final CIP	CIP - Adopted	\$ 3,645,693	\$ 4,700,917	\$ 6,021,239	\$ 7,249,324	\$ 8,240,098
Add: Capital Equipment	Equipment - Adopte	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operational Requirements		\$ 74,003,446	\$ 78,144,850	\$ 84,920,502	\$ 89,039,879	\$ 92,873,130
		Model Forecast FY 20-21	Model Forecast FY 21-22	Model Forecast FY 22-23	Model Forecast FY 23-24	Model Forecast FY 24-25
Total Revenue		\$ 58,196,219	\$ 78,144,850	\$ 84,920,502	\$ 89,039,879	\$ 92,873,130

ATTACHMENT B: REFUSE CONTAINER COST OF SERVICE CALCULATIONS

Refuse Cost of Service Information FY 20-21						Operational Information					Refuse Cart Rates by Cost of Service					
Object	Description	New Services	HHW	North	South	Total	Container Size (Gal)	30	60	90	TOTAL	Container Size (Gal)	30	60	90	TOTAL
Salaries and Benefits							Disposal lbs per Container					Setouts/Max Load				
10.1	Salaries and Wages	\$ 111,320		\$ 2,889,861	\$ 2,482,316	\$ 5,483,496	Cart 1	18.36	36.71	55.07		Total Containers (1st Container)	850	425	283	164,272
10.2	Employee Benefits	\$ 70,919		\$ 799,743	\$ 606,581	\$ 1,477,242	Cart 2	18.36	36.71	55.07		Loads if All Subs (per Week)	193.30	386.60	579.90	
Services and Supplies							Subscribed Gal per Wk					"FTE Route Factor"				
20	Services and Supplies	\$ -		\$ 901,107	\$ 480,479	\$ 1,381,586	Cart 1	1,030,165	6,536,458	1,889,340	9,455,963	Adjusted Loads if All Subs	1.11	1.33	1.55	
20.1	Equipment Maintenance	\$ -		\$ 2,248,134	\$ 1,708,158	\$ 3,956,292	Cart 2	2,100	68,820	108,990	179,910	Cost per Load per Week	\$ 299,920	\$ 719,004	\$ 1,257,252	\$ 1,397
20.2	Equipment Leases	\$ -		\$ 13,063	\$ 1,240	\$ 14,304	Cart 1 Tons	16,389	103,989	30,058	150,436	Cost all Loads				\$ 299,920
20.3	Fuel & Lubricants	\$ -		\$ 395,222	\$ 214,444	\$ 609,666	Cart 2 Tons	33	1,095	1,734	2,862	Minimum				
20.4	County Charges	\$ -		\$ 149,271	\$ 149,611	\$ 298,882	Calc'd Disposal Rate/ton				\$ 77.10	Equivalent Container Factor	1.00	2.40	4.19	
20.5	Recycling	\$ -		\$ -	\$ -	\$ -	Cart 2 Disposal	\$ 2,576	\$ 84,412	\$ 133,683	\$ 220,670	Containers by Size (Frequency)	34,409	110,088	22,204	
20.6	Landfill leachate disposal	\$ -		\$ -	\$ -	\$ -	Refuse accounts - 1st cart	34,339	108,941	20,993	164,272	Equivalent Container Units (ECU)	34,409	263,916	93,077	391,402
20.7	SRTS Transfer Fee	\$ -		\$ -	\$ 1,267,044	\$ 1,267,044	Refuse accounts - 2nd cart					Annual Variable Route Costs				\$ 11,839,882
20.8	Cart Purchase	\$ -		\$ 422,049	\$ 246,777	\$ 668,826	Total Accounts	34,339	108,941	20,993	164,272	ECUs				\$ 391,402
Other Charges							Refuse Lifts - 1st cart					Annual Variable/ECU				
30	Other Charges	\$ -		\$ 1,412,784.64	\$ 776,504.06	\$ 2,189,289	Refuse Lifts - 2nd cart	70	1,147	1,211	2,428	Monthly Variable/ECU				\$ 2.52
30.1	County Charges	\$ -		\$ -	\$ -	\$ -	TOTAL Refuse Lifts	34,409	110,088	22,204	166,700	1st Container				
Reserve Adjustment							Avg per Route Day					Disposal				
41	Reserve Adjustment	\$ 1,526,680		\$ -	\$ -	\$ 1,526,680	Refuse Lifts / Route	402	1,288	260	1,950	Cost of Container	\$ 3.07	\$ 6.13	\$ 9.20	\$ 9.20
Interfund Charges							Trucks per Route					Cost of Container				
50	Interfund Charges	\$ -		\$ -	\$ -	\$ -	Refuse Lifts / Truck	402	1,288	260	1,950	Cost of Container	\$ 0.26	\$ 0.32	\$ 0.37	\$ 0.37
50.2	Landfill Closure	\$ -	\$ 1,830,212	\$ -	\$ -	\$ 1,830,212	Estimation of Equivalent Routes					Cost of Container				
50.3	Wetland Preservation Fund	\$ -		\$ -	\$ -	\$ -	Containers (1st and 2nd)	34,409	110,088	22,204	166,700	Container Size (Gal)	30	60	90	Total
50.4	Capital Expenditures	\$ -		\$ -	\$ -	\$ -	% of All Subscribers	21%	66%	13%	100%	Cost of Container	\$ 30.91	\$ 38.98	\$ 43.87	\$ 43.87
Interfund Reimbursements							Ideal 1-Load Route?					Yearly Cost over 10 years				
59	Interfund Reimbursements	\$ -		\$ -	\$ -	\$ -	Setouts in Max Load	175	281	38	494	Variable	\$ 86,739	\$ 665,287	\$ 234,631	\$ 11,839,882
Intrafund Charges							Req'd Rte Days					Fixed				
60	Intrafund Charges	\$ -		\$ 2,260,200	\$ 1,696,173	\$ 3,956,373	Calculated Loads	196.16	392.32	588.47		\$ 221,124	\$ 701,523	\$ 135,182	\$ 12,693,940	
60.1	Tipping Charges	\$ -		\$ 7,914,310	\$ 2,637,605	\$ 10,551,915	Lifts/Hr.				337.6	Disposal 1st Cart	\$ 105,296	\$ 668,112	\$ 193,115	\$ 11,598,289
Intrafund Reimbursements							Route Time					Disposal 2nd Cart				
69	Intrafund Reimbursements	\$ -		\$ 0	\$ 0	\$ 0	Container Size (Gal)	30	60	90	Standard	\$ 215	\$ 7,034	\$ 11,140	\$ 220,670	
Total Refuse Operational Requirements							Hours to Pack-out					Cost of Container 2nd Cart				
Frequency							3.08					\$ 18				
Migration							7.07					\$ 373				
Non-Rate Revenue							7.07					\$ 443				
Add: Capital Expenditures - Final CIP							3.00					\$ 10,000				
Add: Capital Equipment							1.00									
Total Refuse Operational Requirements							3.00									
1st Cart							1.00									
2nd Cart							3.00									
Transfer/Processing/Disposal Costs							1.00									
Cost of 1st Cart							3.00									
Other Fixed Costs							10.07									
Fixed Costs							1.11									
Refuse Collection Operational Costs																
Cost of 2nd Container																
Total Refuse Operational Requirements																
Fig Check s/b 0																
Refuse Transfer/Disposal per Gallon/Month						\$ 0.10										
Refuse Lbs/Gallon						0.61										
30-Gal Refuse Pounds per Setout						18										
60-Gal Refuse Pounds per Setout						37										
90-Gal Refuse Pounds per Setout						55										
Refuse Gal per Yard						201.00										
Side Loaders						36										
Rear Loaders						26.00										
S/L Capacity						26										
N/L Capacity						7.80										
Collection Body Refuse Yards						2.17										
Collection Body Refuse Tons						0.3										
Cost/min for additional freq. of service						0.3										
Additional Service Frequency Time (Minutes)						0.3										
Additional Service Frequency Cost						0.65										

- Notes:**
- ① Total # of Accounts - Due to accounts data received showing # of accounts as greater than the number of first containers, this model uses the # of first containers for accounts
 - ② Not tracked by County, using estimates
 - ③ Capital expenditures from 18-19 financials were not included b/c capital was forecasted
 - ④ NARS and Kiefer Tonnage Expenses were built up using combined landfill and transfer model instead of escalating 18-19 financials
 - ⑤ 20.5 Recycling charges from 18-19 financial allocated 100% to Recycling
 - ⑥ SRTS Transfer Expenses were built up using SRTS tons instead of escalating 18-19 financials. All SRTS expenses are for solid waste tons and expenses were not allocated to other material types
 - ⑦ Provided by County of Sacramento
 - ⑧ Assumed 1% growth to solid waste accounts (first carts). See subscription tab for build up.

ATTACHMENT D: ORGANICS CONTAINER COST OF SERVICE CALCULATIONS

Organics Cost of Service Information FY 20-21					Operational Information					Organics Cart Rates by Cost of Service					
Object	Description	New Services	North	South	Total	Container Size (Gal)	90	90	90	TOTAL	Container Size (Gal)	90	90	90	TOTAL
Salaries and Benefits						Processing lbs per Container					Setouts/Max Load				
10.1	Salaries and Wages	\$ 62,495	\$ 1,517,177	\$ 1,421,173	\$ 3,000,845	Cart 1	4.79	9.57	14.36		1,173	1,173	1,173		
10.2	Employee Benefits	\$ 39,814	\$ 419,865	\$ 347,279	\$ 806,958	Cart 2	4.79	9.57	14.36		1,286	3,149	200,143	204,577	
Services and Supplies						Subscribed Gal per Wk					Loads if All Subs (per Week)				
20	Services and Supplies	\$ -	\$ 473,081	\$ 275,083	\$ 748,165	Cart 1 & 2	115,704	283,374	18,012,848	18,411,926	174.41	174.41	174.41		
20.1	Equipment Maintenance	\$ -	\$ 1,180,270	\$ 977,953	\$ 2,158,224	Cart 3+	306	2,016	502,623	504,945	1.22	1.22	1.22		
20.2	Equipment Leases	\$ -	\$ 6,858	\$ 710	\$ 7,568	Cart 1 & 2 Tons	480	1,175	74,711	76,366	212.88	212.88	212.88		
20.3	Fuel & Lubricants	\$ -	\$ 207,491	\$ 122,773	\$ 330,265	Cart 3+ Tons	1	8	2,085	2,094					
20.4	County Charges	\$ -	\$ 78,367	\$ 85,655	\$ 164,022	Cal'd Disposal Rate/ton				\$ 99.75					
20.5	Recycling	\$ -	\$ -	\$ -	\$ -	Cart 3+ Processing	\$ 127	\$ 834	\$ 207,949	\$ 208,910					
20.6	Landfill leachate disposal	\$ -	\$ -	\$ -	\$ -	Organics Lifts - 1st & 2nd cart	1,286	3,149	200,143	204,577					
20.7	SRTS Transfer Fee	\$ -	\$ -	\$ -	\$ -	Organics Lifts - 3+ carts	3	22	5,585	5,611					
20.8	Cart Purchase	\$ -	\$ 221,576	\$ 141,285	\$ 362,860	TOTAL Organics Lifts	1,289	3,171	205,727	210,187					
Other Charges						Avg per Route Day					Equivalent Container Factor				
30	Other Charges	\$ -	\$ 741,712	\$ 444,563	\$ 1,186,275	Organics Lifts / Route	27	66	4,286	4,379	1.00	1.00	1.00		
30.1	County Charges	\$ -	\$ -	\$ -	\$ -	Trucks per Route	1	1	1		1.289	3,171	205,727		
Reserve Adjustment						Organics Lifts / Truck					Containers by Size (Frequency)				
41	Reserve Adjustment	\$ 857,084	\$ -	\$ -	\$ 857,084	Organics Lifts / Truck	27	66	4,286	4,379	1,289	3,171	205,727	210,187	
Interfund Charges						Estimation of Equivalent Routes					Equivalent Container Units (ECU)				
50	Interfund Charges	\$ -	\$ -	\$ -	\$ -	Containers	1,289	3,171	205,727	210,187	1,289	3,171	205,727	210,187	
50.1	County Charges	\$ -	\$ -	\$ -	\$ -	% of All Subscribers	1%	2%	98%	100%					
50.2	Landfill Closure	\$ -	\$ -	\$ -	\$ -	Ideal 1-Load Route?	7	18	1,148	1,173					
50.3	Wetland Preservation Fund	\$ -	\$ -	\$ -	\$ -	Setouts in Max Load	1,173	1,173	1,173						
50.4	Capital Expenditures	\$ -	\$ -	\$ -	\$ -	Req'd Rte Days	179	179	179						
Interfund Reimbursements						Calculated Loads					1st & 2nd Container				
59	Interfund Reimbursements	\$ -	\$ -	\$ -	\$ -	Lifts/Hr.				179.2	Variable Route Costs/Month	\$ 2.56	\$ 2.56	\$ 2.56	
Intrafund Charges						Cost of Container					Fixed Costs/Container/Month				
60	Intrafund Charges	\$ -	\$ 1,186,605	\$ 971,092	\$ 2,157,697	Cost of Container	\$ 43.87	\$ 43.87	\$ 43.87		Organics Txfr & Disp Cost/Month	\$ 3.10	\$ 3.10	\$ 3.10	
60.1	Tipping Charges	\$ -	\$ 4,899,400	\$ 2,927,041	\$ 7,826,441	Yearly Cost over 10 years	\$ 0.37	\$ 0.37	\$ 0.37		TOTAL MONTHLY RATE @ 1x/wk	\$ 8.60	\$ 8.60	\$ 8.60	
Intrafund Reimbursements						Residential Organics					3+ Containers				
69	Intrafund Reimbursements	\$ -	\$ 0	\$ 0	\$ 0	Variable - Carts 1 & 2	\$ 3,297	\$ 8,074	\$ 513,232	\$ 6,295,236	Disposal	\$ 3.10	\$ 3.10	\$ 3.10	
Total Operational Requirements						Route Time					Cost of Container				
Non-Rate Revenue						Container Size (Gal)					90				
Add: Capital Expenditures - Final CIP						90					90				
Add: Capital Equipment						Standard					90				
Total Operational Requirements						90					90				
\$ 21,515,541						90					90				
1st Cart						90					90				
\$ 7,617,531						90					90				
2nd Cart						90					90				
\$ 208,910						90					90				
Transfer/Processing/Disposal Costs						90					90				
\$ 7,826,441						90					90				
Cost of 1st Cart						90					90				
\$ 338,247						90					90				
Other Fixed Costs						90					90				
\$ 6,858,358						90					90				
Fixed Costs						90					90				
\$ 7,196,604						90					90				
Organics Collection Operational Costs						90					90				
\$ 6,467,882						90					90				
Cost of 2nd Container						90					90				
\$ 24,613						90					90				
Total Organics Operational Requirements						90					90				
\$ 21,515,541						90					90				
Fig Check s/b 0						90					90				
Organics Transfer/Disposal per Gallon/Month						90					90				
\$ 0.03						90					90				
Organics Pounds per Gallon						90					90				
0.16						90					90				
30-Gal Organics Pounds per Setout						90					90				
5						90					90				
60-Gal Organics Pounds per Setout						90					90				
10						90					90				
90-Gal Organics Pounds per Setout						90					90				
14						90					90				
Side Loaders						90					90				
39						90					90				
Rear Loaders						90					90				
25.91						90					90				
S/L Capacity						90					90				
25.91						90					90				
R/L Capacity						90					90				
25.91						90					90				
Collection Body Organics Yards						90					90				
8.42						90					90				
Collection Body Organics Tons						90					90				
2.17						90					90				
Cost/min for additional freq. of service						90					90				
0.3						90					90				
Additional Service Frequency Time (Minutes)						90					90				
0.65						90					90				
Additional Service Frequency Cost						90					90				
\$ -						90					90				

ATTACHMENT E:

MONTHLY CONTAINER RATES – COST OF SERVICE

Refuse 20-21 COS Rates			
Frequency	30	60	90
1 /week	\$ 12.03	\$ 18.62	\$26.21
Extra Container	\$ 5.84	\$12.50	\$20.13

Refuse 21-22 COS Rates			
Frequency	30	60	90
1 /week	\$ 11.63	\$ 18.32	\$ 26.05
Extra Container	\$ 5.90	\$ 12.66	\$ 20.43

Refuse 22-23 COS Rates			
Frequency	30	60	90
1 /week	\$ 12.06	\$ 18.83	\$ 26.67
Extra Container	\$ 5.96	\$ 12.80	\$ 20.68

Recycling 20-21 COS Rates			
Frequency	30	60	90
0.5 /week	\$7.64	\$7.64	\$7.64
Extra Container	\$ 5.24	\$5.24	\$5.24

Recycling 21-22 COS Rates			
Frequency	30	60	90
1 /week	\$7.61	\$7.61	\$7.61
Extra Container	\$ 5.46	\$5.46	\$5.46

Recycling 22-23 COS Rates			
Frequency	30	60	90
1 /week	\$7.98	\$7.98	\$7.98
Extra Container	\$ 5.64	\$5.64	\$5.64

Organic 20-21 COS Rates			
Frequency	30	60	90
0.5 /week	\$10.71	\$10.71	\$10.71
Extra Container	\$ 6.03	\$6.03	\$6.03

Organic 21-22 COS Rates			
Frequency	30	60	90
1 /week	\$12.72	\$12.72	\$12.72
Extra Container	\$ 8.36	\$8.36	\$8.36

Organic 22-23 COS Rates			
Frequency	30	60	90
1 /week	\$13.66	\$13.66	\$13.66
Extra Container	\$ 11.13	\$11.13	\$11.13

Total 20-21 COS Cart Rates			
Frequency	30	60	90
1 /week	\$30.37	\$36.96	\$44.55

Total 21-22 COS Cart Rates			
Frequency	30	60	90
1 /week	\$31.96	\$38.65	\$46.38

Total 22-23 COS Cart Rates			
Frequency	30	60	90
1 /week	\$33.69	\$40.46	\$48.30

Refuse 23-24 COS Rates			
Frequency	30	60	90
1 /week	\$ 12.47	\$ 19.34	\$ 27.32
Extra Container	\$ 6.03	\$ 12.98	\$ 21.00

Refuse 24-25 COS Rates			
Frequency	30	60	90
1 /week	\$ 12.80	\$ 19.76	\$ 27.85
Extra Container	\$ 6.08	\$ 13.11	\$ 21.24

Recycling 23-24 COS Rates			
Frequency	30	60	90
1 /week	\$8.33	\$8.33	\$8.33
Extra Container	\$ 5.82	\$5.82	\$5.82

Recycling 24-25 COS Rates			
Frequency	30	60	90
1 /week	\$8.67	\$8.67	\$8.67
Extra Container	\$ 6.02	\$6.02	\$6.02

Organic 23-24 COS Rates			
Frequency	30	60	90
1 /week	\$14.34	\$14.34	\$14.34
Extra Container	\$ 11.66	\$11.66	\$11.66

Organic 24-25 COS Rates			
Frequency	30	60	90
1 /week	\$14.92	\$14.92	\$14.92
Extra Container	\$ 12.11	\$12.11	\$12.11

Total 23-24 COS Cart Rates			
Frequency	30	60	90
1 /week	\$35.14	\$42.02	\$49.99

Total 24-25 COS Cart Rates			
Frequency	30	60	90
1 /week	\$36.38	\$43.34	\$51.43

ITEM 40 BOS PUBLIC COMMENT 012

From: [Bishop, Amanda](#)
To: [Clerk of the Board Public Email](#)
Subject: FW: Protest - Solid Waste Curbside Collection Rate Increase
Date: Thursday, October 29, 2020 3:46:31 PM
Attachments: [Franklin John Kakies.pdf](#)

For the record.

Thanks,

Amanda K. Bishop
Deputy Clerk II
Sacramento County Board of Supervisors

From: Nava, Lisa <Naval@saccounty.net>
Sent: Thursday, October 29, 2020 3:33 PM
To: Claiborne, Jennifer <ClaiborneJ@saccounty.net>; Bishop, Amanda <bishopa@saccounty.net>
Cc: Munoz, Alma <MunozAl@saccounty.net>
Subject: Protest - Solid Waste Curbside Collection Rate Increase

Hi Jennifer – please see that attached written protest received for the rate increase scheduled for Dec. 8th at the Board of Supervisors.

Amanda – including you for the Clerk’s office also.

If any of you need the original letter please let me know.

Thanks!

Lisa Nava

Lisa M. Nava
Chief of Staff
Supervisor Phil Serna, District 1
County of Sacramento
700 H Street, Room 2450
Sacramento CA 95814
Naval@saccounty.net
916/874-5485

FRANKLIN JOHN KAKIES
6101 Leola Way
Sacramento, California
95824

October 26, 2020

COUNTY OF SACRAMENTO
P.O. Box 279420
Sacramento, California
95827-9420

RE: PROPOSED RATE INCREASE

As a homeowner in south Sacramento, I am writing to protest the projected rate increase.

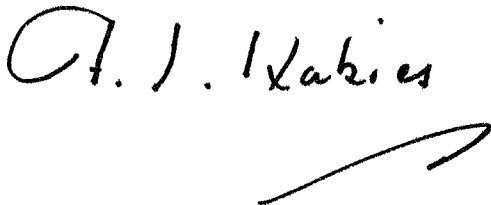
I live in a poor neighborhood, where many of my neighbors--myself included--live on fixed incomes, or work at low paying jobs. Our pensions and Social Security payments and salaries have not gone up by 30% since 2010, but rather the buying power of our dollars has decreased to the point where some of us do not know how to pay our bills and put food on our tables, both at the same time.

While I fully understand that the County has not raised its residential solid waste curbside collection rates since 2010, to do so now, IN THE MIDST OF A PANDEMIC, when many people are struggling to make ends meet at all, strikes me as tone deaf in the extreme.

The proposed rate is, as near as no matter, a 50% increase. That is a HUGE increase, regardless of whether or not it is warranted. My suggestion would be that the County look at its expenses to see whether it is operating at an optimal level, or whether there is 'fat' that might be cut. But I cannot tell you how to run what is purportedly a public service: I can only vehemently protest this increase.

In summation, this increase comes at the wrong moment and will increase the financial hardship of many people, and I respectfully suggest it not be implemented at this time.

Sincerely,

A handwritten signature in black ink that reads "F. J. Kakies". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Franklin John Kakies

c/c
Patrick Kennedy
Joe Serna

ITEM 40 BOS PUBLIC COMMENT 013

From: [Osborne, Pamela](#)
To: [Clerk of the Board Public Email](#)
Subject: FW: Scanned image from MX-3051
Date: Friday, October 23, 2020 4:25:58 PM
Attachments: [COB Scanning_20201023_152337.pdf](#)

For public record as per Alma 10/23/2020:

Thanks,
Pam Osborne
874-1840

-----Original Message-----

From: cobscanning@saccounty.net <cobscanning@saccounty.net>
Sent: Friday, October 23, 2020 4:24 PM
To: Osborne, Pamela <OsbornePa@saccounty.net>
Subject: Scanned image from MX-3051

Reply to: COB Scanning <cobscanning@saccounty.net> Device Name: Not Set Device Model: MX-3051
Location: Not Set

File Format: PDF (Medium)
Resolution: 300dpi x 300dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
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<http://www.adobe.com/>

October 19, 2020

County of Sacramento
P.O. Box 279420
Sacramento, CA 95827-9420

Re: Protest of rate increase Sacramento Solid Waste Curbside Collection Services

To Whom It May Concern:

I am writing to protest the proposed rate increase for the County's monthly residential solid waste rate for the standard level of service. This includes the recycling and green waste garbage cans. There is absolutely no reason for this increase and am requesting that the County of Sacramento Waste Management refuse to implement this increase.

With COVID- 19 people are not working. Homeowners are now are on monthly budgets and with an increase of the rates, it will be a financial burden for everyone.

Sincerely,



Theresa Baptista
8221 Andalusian Drive
Sacramento, CA 95829

2020 OCT 23 AM 10:16
COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

Jean Rocker

October 19th, 2020

5630 Fairvale Way

Orangevale, Ca. 95662

Not am I only fixed/low income and 84 yrs. old next to NEVER fill my 30 gallon cart and could, and do sometimes, not put it to the curb. Even more often with Recycle and Green. Thanks for reading!!!!

Jean Rocker

Sacramento County Administration Center,
Board Chambers,
700 H Street, Sacramento, CA 95814

COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
2020 OCT 22 AM 11:46

ITEM 40 BOS PUBLIC COMMENT 014

From: [Almeda, Jamie](#)
To: [Clerk of the Board Public Email](#)
Subject: FW: Scanned image from MX-3051
Date: Monday, November 23, 2020 4:24:17 PM
Attachments: [RE Solid Waste Curbside CollectionProposed rate increase.pdf](#)

Good day Team,

I was advised to send a copy. We received this today via Post mail

~ Thank You,
Jamie Edwards Almeda
Office of Board of supervisors
Front Desk X 41840

-----Original Message-----

From: cobscanning@saccounty.net <cobscanning@saccounty.net>
Sent: Monday, November 23, 2020 2:41 PM
To: Almeda, Jamie <almedaj@saccounty.net>
Subject: Scanned image from MX-3051

Reply to: COB Scanning <cobscanning@saccounty.net> Device Name: Not Set Device Model: MX-3051
Location: Not Set

File Format: PDF MMR(G4)
Resolution: 300dpi x 300dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
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<http://www.adobe.com/>

**William and Melanie Schauer
14037 Pheasant Run Court
Walnut Grove, CA 95690**

November 20, 2020


Re: Solid Waste Curbside Collection Notice of Proposed Rate Increase

To Sacramento County Board of Supervisors,

We've recently become aware of your meeting on December 8, 2020 to consider a very significant rate increase for residential garbage services.

We are writing to **strongly** oppose the proposed residential rate increase for the County of Sacramento Department of Waste Management and Recycling.

Sincerely,



William and Melanie Schauer
14037 Pheasant Run Court
Walnut Grove, CA 95690
Acct #50000435078

CLERK OF SACRAMENTO
BOARD OF SUPERVISORS
2020 NOV 23 PM 1:19

11/20/2020

SCHAUER
PDSBX126
PDS7 PNEASANT RINLITZHE
1301 WEST STREET, CA 95814

COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

2020 NOV 23 PM 1:12

SACRAMENTO CA 957

20 NOV 2020 PM 3 L



Sacramento Co. Administration Center
Board Chamber
7100 W St.
Sacramento CA 95814

95814-121899



ITEM 40 BOS PUBLIC COMMENT 015

From: [Henry Lim](#)
To: [Clerk of the Board Public Email](#)
Subject: Garbage Collection Rate Increase
Date: Monday, October 26, 2020 11:58:26 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hi Sac County,

With the increase of garbage collection, I would like to stop its collection.

How do I go about to stop it?

Regards,
Henry

ITEM 40 BOS PUBLIC COMMENT 016

From: [Chris Baker](#)
To: [Clerk of the Board Public Email](#)
Subject: Garbage Rate Increase
Date: Thursday, November 19, 2020 9:56:56 AM
Attachments: [doc04059720201119093648.pdf](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please accept this letter, contesting the proposed increases of these services.

Sacramento County Resident

Chris Baker
5045 San Marque Cir, Carmichael, CA 95608

November 19, 2020

County of Sacramento
PO BOX 279420
Sacramento, CA 95827-9420

Dear County of Sacramento:

I formally dispute the proposed rate hikes for garbage, green waste and recycling. We are already paying very high rates for a service that is minimal at best. The last rate increases did not provide better or additional services and yet rates continue to rise. (Over 161% for a 60 gallon can by July of 2024) Being a very long term resident of Sacramento County, I should not have to carry the extra burden of over-development and lack of improved infrastructure allowed in the last decade. These are the specific reasons I dispute these current proposed rate hikes:

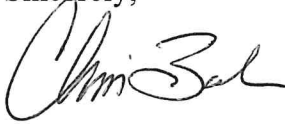
1. Garbage service is limited to once a week. There are no other options for home service garbage disposal available or allowed. Even if we decide to personally take our garbage to the dump each week, we cannot opt out of service charges for pickup.
2. Dump costs have increased to the point that it is too expensive for many people to take loads to transfer sites, causing excess illegal dumping in fields, road sides, and private properties. This rate hike will definitely increase this practice.
3. Most people do not have the means, time, or personal ability to take refuse to the transfer sites and are forced to find other means to dispose of larger, or weekly loads of refuse. Residents are being forced to rely on the current barely efficient system.
4. Annual "one time pick up" services are so limited in size, scheduling, and placement time constraints that it is almost too difficult for single persons, elderly, or working persons to utilize.
5. Personal recycling is virtually out of the question now as most recycle centers are in remote areas, wait times are extensive, benefits are not worth the time and effort, and conditions are usually abhorrent at these centers. This forces people to use your services, now and at an additional proposed cost.
6. Green waste is very limited for areas with large lots and extensive foliage, true of older neighborhoods. Additionally, cans now result in additional charges per can.
7. Street cleaning services are poorly scheduled and ineffective. They come when there is unnecessary clean up and often not at all during heavy leaf and branch seasons.
8. The phone system has switched to the "311" system. When trying to reach Sanitation for any reason, you are thrown into the general county 311 calls, which service NUMEROUS

Page 2

agencies now, causing and very long wait times and transfers to the individual you need to reach.

9. With the Covid-19 pandemic, job loss, business closures, increased costs of living, most people are struggling to survive. This is NOT the time to increase rates which will not improve the current system for the average individual!

Sincerely,

A handwritten signature in black ink that reads "Chris Baker". The signature is written in a cursive, flowing style.

Chris Baker
5045 San Marque Circle
Carmichael, CA 95608

November 19, 2020

ITEM 40 BOS PUBLIC COMMENT 017

From: [davekay1949](#)
To: [Clerk of the Board Public Email](#)
Subject: I protest and oppose the rate increase during COVID19 epidemic because the money situation is, almost every one is struggling to pay their bills and 128.96dollars every two months is already too much. I'm on a fixed income which is social security. My ...
Date: Saturday, October 17, 2020 3:45:30 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Sent from my Samsung Galaxy smartphone.

ITEM 40 BOS PUBLIC COMMENT 018

From: [JH](#)
To: [Clerk of the Board Public Email](#)
Subject: In support of Residential Curbside Collection Rates & Fees rate increase
Date: Thursday, October 22, 2020 5:54:06 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

My name is Jungyu (Justin) Hwang, a Carmichael resident.

I'm writing in support of the rate increase. I believe the financial analysis was convincing, and there's need to balance budgets. People can definitely be more conscious on reducing waste- no one needs to produce 60-90 gallons of waste a week. Our society is just wasteful in general, and with cheap rate, we're too comfortable with just throwing things away.

Only thing I suggest is, strict enforcement. There are much illegal dumping throughout the county. And with the proposed rate hike, the problem will just get worse. Not only illegal dumping, but gross negligence of waste separation should be cited accordingly. It's too easy to toss garbage in recycle bins, only to cause contamination of the whole recyclable materials.

I also suggest that the county consider zero-emission refuse trucks when the time comes to invest in new equipment- they could save some operation cost in fuel and maintenance.

Thank you for the opportunity to comment.

Sincerely,

Jungyu (Justin) Hwang
Carmichael

ITEM 40 BOS PUBLIC COMMENT 019

From: [Jessie Alvarez](#)
To: [Clerk of the Board Public Email](#)
Subject: Increase in fees
Date: Saturday, November 21, 2020 4:45:01 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

My name is Jessie Alvarez, I reside at 9351 Ottoman Way, Orangevale 95662. As a senior citizen and on a fixed income, an increase would continue to erode my standard of living. Its bad enough already and this would destroy any future plans I may have. Do not increase the fees, I live pay check to check as it is.

Signed : Jessie Alvarez

Sent from [Mail](#) for Windows 10

ITEM 40 BOS PUBLIC COMMENT 020

From: [Ruth Morgan](#)
To: [Clerk of the Board Public Email](#)
Subject: Increase in Waste Removal Rates
Date: Wednesday, October 28, 2020 1:27:13 PM
Attachments: [Roger L.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please see attached letter to protest the proposed rate increases.

Please confirm receipt of this email letter.

Thank you!

Roger Morgan
916-690-9545

Roger L. Morgan
511 Crosspoint Ave
Nampa, Idaho 83686

October 28, 2020

Sacramento County Admin Center
PO Box 279420
Sacramento, CA 95827-9420

This letter is in response to the proposed rate increases.

Because of the current economic climate due to Covid 19 /Corona Virus my tenants are suffering to one degree or another.

A rate increase will be passed on to them as I am on fixed income and things are unstable. I may lose tenants that can't afford to pay their rent and have to look for lower rents. I can't afford to lose tenants, my tenants can't afford an increase in Waste and Recycling costs.

I sincerely hope you reconsider this rate increase. Surely, your costs have not increased, you have not lost money or work because of Covid. Your business goes on as an essential business.

Sincerely,

Roger L Morgan

ITEM 40 BOS PUBLIC COMMENT 021

From: [Amy Mensch](#)
To: [Clerk of the Board Public Email](#)
Date: Saturday, November 7, 2020 5:17:53 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello. I have lived in the Arden Arcade area basically since birth. Which was 1968. I live on an easement road that is not a county road so it is not county maintained. This is a one-lane road and the trucks need to back in. My trash is collected on Thursday. On occasion the garbage truck has also picked up my recycle truck and dumped it in with the garbage. That has been reported. Recently I had a bulk pick up scheduled for November 4th. I put out my bulk items on November 3rd less than 24 hours before the scheduled pickup day. The fourth came and went. The 5th came and went the 6th came and went. I had contacted 311 multiple times. I contacted the bulk waste number which is billing multiple times. I was informed that a truck would be out by the end of business every one of those three days. I was also informed that a supervisor would get back to me which they never did. Finally at about 11:00 a.m. on the 7th a truck came in. Meanwhile my pile had been Disturbed and there was some trash blowing down the road with the winds that came in. Which I had to pick up. 160% increase is ridiculous to take the bill from \$25 to well over \$60 with no clear reasoning is absurd. We are not going to get better service we are not going to get more service. So what will we paying more for? Along with the garbage on my bill I am charged for drainage and street lights. I have no street lights on my road that are not owner provided. And I have no drainage and I have been in contact with DWR for years on this. So I am already paying for services that I am not getting. I am completely opposed to this rate increase.

Sincerely
Amy Mensch

ITEM 40 BOS PUBLIC COMMENT 022

From: [KA Johnson](#)
To: [Clerk of the Board Public Email](#)
Date: Sunday, November 22, 2020 9:20:49 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

22 November 2020

The County Board of Supervisors
700 H Street
Sacramento, CA 95814
BoardClerk@saccounty.net

Greetings County Board of Supervisors,

I am registering my opposition, in writing, to the rate increase for Consolidated Utilities Services as the practicability of attending the 8 December hearing is not advised during a pandemic situation.

Please understand that not only are the yearly rate increases inappropriate at this time, but they are also unfair, unjustified, and unwarranted during this tumultuous time in our corrupt, diseased, and fraying infrastructure State of California. Sacramento County has suffered horrendously with the onslaught of repeated business closures, loss of jobs, high cost of living, and other rates and utilities increases.

What is misunderstood is how the County arrived at this justification for rate increases when:

1. There is a loss of owned housing properties as persons lose their incomes, jobs, and living arrangements.
2. There are significant Increases in other necessary utilities such as water, gas, electric, and amenities for healthy living.
3. Running a street sweeper program that does nothing but push miniscule amounts of roadway debris into other spots in the area. If the inept leadership would repair the roadways with the taxes they have already collected for that purpose, there would be no need for using these ridiculous street sweeping machines to shove dirt around the street.
4. It seems unrealistic to affix a 30% increase in inflation with the current COVID-19 pandemic as so many have lost their homes, jobs, and are leaving the State of California in droves (would like to see the stats of how this figure was attained).
5. There is supposedly a drop in recycling markets and yet I see dozens of homeless persons scouring our recycling bins the nights before pick-up and then turning those collectables into other recycling centers for money. Possibly, the County should start policing persons who are illegally stealing recyclables out of curbside cans?
6. Please explain the Increased operational costs. What are they? Do these costs include increased salaries, perks, incentives, bonuses?

Congratulations and thank you on your previous year's accomplishments

- Cleaned up 9,000 illegally dumped piles. It is unfathomable to read about having 9,000 illegally dumped piles needing cleanup. What steps are being taken to identify and prosecute the offenders?

- Serviced 46,000 bulky waste pickup appointments (I utilized this invaluable and convenient service).
- Collected 76,000 tons of green waste. Thank you for helping to keep our homes, yards, and streets clear of leaves and lawn clippings.

Thank you,

K.A. Johnson

ITEM 40 BOS PUBLIC COMMENT 023

From: [Hung Nguyen](#)
To: [Clerk of the Board Public Email](#)
Subject: Make Solid Waste Rate Increase Protest available Online.
Date: Friday, November 27, 2020 11:56:16 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Suggest make the protest available online. So Sacramento County residents can protest to the proposed solid waste rate increase online.

Regards,

ITEM 40 BOS PUBLIC COMMENT 024

From: [RICH & HEATHER MADER](#)
To: [Clerk of the Board Public Email](#)
Subject: No on Proposed Sac County Refuse Rate Hike
Date: Friday, November 6, 2020 4:19:25 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

We formally dispute the proposed rate hikes for County garbage, water sewer. We are already paying very high rates for a service that is minimal at best. The last rate increases did not provide better or additional services and yet rates continue to rise. (Over 161% for a 60 gallon can by 7/24!!!) Being very long term residents of Sacramento Co, we should not have to carry the extra burden of over-development and lack of improved infrastructure allowed in the last decade.

Sincerely,
Heather & Rich Mader
1051 La Sierra Dr.
Sacramento, CA 95864

ITEM 40 BOS PUBLIC COMMENT 025

From: [Dimas Velasquez](#)
To: [Clerk of the Board Public Email](#)
Subject: No on Rate Increase for Solid Waste Curbside Collections
Date: Monday, November 2, 2020 9:44:35 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

I vote No on the Rate Increase for Solid Waste Curbside Collections. The rate increases over the past few years are making it hard to live in the area. Especially after the financial hardships of 2020. Please don't push the citizens out of their homes.

Thank You,
Dimas Velasquez
6252 Dundee Dr
North Highlands, Ca 95660
530-844-0444

Get [Outlook for iOS](#)

ITEM 40 BOS PUBLIC COMMENT 026

From: [Norma Sotelo](#)
To: [Clerk of the Board Public Email](#)
Subject: NO Rate increase on garbage and recycling/green waste
Date: Saturday, October 24, 2020 10:30:35 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

“Dear Sir or Madam:

“I am writing to protest the proposed rate increase for the County’s monthly residential solid waste rates for the standard level of service. This includes one recycling cart and one green waste cart. There is absolutely no reason for this increase and we request that the County refuse to implement this increase.

“Sincerely,”

Miguel A Sotelo
11855 Golden Amber Ct
Rancho Córdoba, CA 95742

Sent from my iPhone

ITEM 40 BOS PUBLIC COMMENT 027

From: [Igor Gvero](#)
To: [Clerk of the Board Public Email](#)
Cc: [Julia Gvero](#)
Subject: Note: Opposing the proposed rate increase
Date: Friday, November 20, 2020 12:38:45 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To the attention of:

County of Sacramento
P.O. Box 279420
Sacramento, CA 95827-9420

Parcel Owner:

Igor Gvero and Julia Rae Gvero (Smith)

Parcel Address:

4405 Aubergine Way
Mather, CA 95655

RE: Protest Note – Rate Increase

Please note that we are *strongly protesting* the proposed solid waste rate increase for residential customers.

We are *NOT in favor* of any additional rate increases.

Thank you for your attention!

Igor Gvero and Julia Rae Gvero (Smith)

ITEM 40 BOS PUBLIC COMMENT 028

From: [Terry Hernandez](#)
To: [Clerk of the Board Public Email](#)
Subject: NOTICE OF PROPOSED RATE INCREASE AND PUBLIC HEARING DATE - mailing - 11/16/2020
Date: Monday, November 16, 2020 6:10:20 PM
Attachments: [Sac County Protest Letter Returned.pdf](#)
Importance: High

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Sacramento County Board of Supervisors,

On November 02, 2020, I mailed a protest letter to the address listed in the “NOTICE OF PROPOSED RATE INCREASE AND PUBLIC HEARING DATE” mailing.

Today, November 16, 2020, I received my letter back, the Post Office marked it “RETURN TO SENDER”, “NOT DELIVERABLE AS ADDRESSED”, “UNABLE TO FORWARD”.

I’ve verified that the returned envelope was addressed with the address in the mailing. Why was it returned? Is the address in the mailing correct?

I have attached a copy of the returned envelope so you can see that it was correctly addressed with the address in the mailing.

If we can’t email you a protest letter and our letters are returned, how do you expect one to submit a protest letter?

FYI..

Several Sacramento County Waste Management customers have posted on Nextdor.com; complaining that their protest letters have also been returned (the post date back to October 25, 2020). These customers were told it was a “glitch” with the post office and it would be fixed. Obviously the “glitch” hasn’t been fixed.

Our concern, since the protest letters are being returned to sender, the “majority” protest will not be met and the rate increase will go through. Given this issue, we believe there should be another mailing sent to your customers and the hearing date should be pushed out after December 08, 2020. We deserve a fairer process for submitting our opposition!

I look forward to hearing your response to this important issue.

Thank you in advance for your help.

Terry Hernandez
11753 Old Eureka Way
Gold River, CA 95670
916-947-0451

Terry Hernandez
11753 Old Eureka way
Gold River CA 95670

SACRAMENTO CA 957

2 NOV 2020 PM 7 L



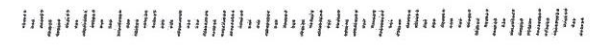
NIXIE 957 DE 1 0011/09/20
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 95670835858 *1841-00009-02-39

County of Sacramento
PO Box 279420
Sacramento CA 95827-9420

R1: 93270000841875

UTF

956708358



Protest Rate Increase

ITEM 40 BOS PUBLIC COMMENT 029

From: [shawn king](#)
To: [Clerk of the Board Public Email](#)
Subject: Objection to proposed refuse rates
Date: Friday, November 6, 2020 3:17:27 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I'm opposed to any rate increase of refuse services and or other.

Thank you,
Shawn king
1610 El Nido Way
Sacramento Ca 95864

ITEM 40 BOS PUBLIC COMMENT 030

From: [michael kidd](#)
To: [Clerk of the Board Public Email](#)
Subject: Opinion, proposed solid waste rate increase
Date: Saturday, November 21, 2020 8:28:13 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Sir or Madam,

I am the property owner of 8393 Tampico Court, Fair Oaks, CA 95628 and of 5346 Ridgevale Way, Fair Oaks, CA 95628. These properties are owned by my wife and I through The Kidd Family Revocable Living Trust. Please record my written comment on the proposed solid waste rate increase, and forward it to the Board of Supervisors:

I am opposed to the rate increase, and I have mailed in written protest. The rate increase is unnecessary, as you have made clear in the mailer that you sent out to property addresses in the county.

You make clear that the rate increase is not necessary when you state, " If written protests are submitted by a majority of customers, the proposed rate increase will not be implemented."

You disingenuously indicate that you will respect the opinion of the majority of customers. You clearly have no intention of determining how the majority of customers feel about this rate increase. You know full well that placing the burden to mail in written protests upon only those who oppose the increase will not result in a true measurement of the majority's opinion. How about asking for a majority of customers to write in if they support the increase before implementing it? The overwhelming majority of customers oppose the increase, and you are fully aware of that.

You have rigged this process. You did not send your mailer to property owners at the same address that they receive their property tax bills, you sent it to the property address, where it could be discarded by renters. Does this method comply with proposition 218? You put the unreasonable burden of written protest to measure a majority opinion, with no requirement for written support. You needlessly refused to accept emailed protests, greatly increasing the burden. You refused to accept form letters, further increasing the burden. This was all intentional, you purposely rigged this to achieve the outcome that you desire.

This whole thing stinks of a sneaky attempt to place responsibility for the increase upon the customers, instead of accepting responsibility for your own vote to impose unnecessary financial burden upon the citizens that elected you. Sneaky and dishonest.

You have shown total disrespect and contempt for the citizens of Sacramento County. Shame on you, we WILL remember this.

Michael Kidd
8393 Tampico Court
Fair Oaks, CA 95628

ITEM 40 BOS PUBLIC COMMENT 031

From: [Alexandra Northern](#)
To: [Clerk of the Board Public Email](#)
Subject: Oppose rate hike
Date: Monday, November 30, 2020 12:42:09 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Hi I oppose the rate increases.
Alexandra northern 3807 el ricon way, Sacramento

ITEM 40 BOS PUBLIC COMMENT 032

From: [Luan Aubin](#)
To: [Clerk of the Board Public Email](#)
Subject: Opposed to Proposed Rate Increase on Residential Garbage Collection
Date: Tuesday, November 3, 2020 9:16:21 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

I am emailing to oppose the rate increase to the residential curbside pickup scheduled to take affect January 2021. The rate increases are far too high. In addition, as a household of one person, I am being unfairly charged the same fee as a neighboring family household of eight people, who clearly generate more garbage, recycling, and green waste than me.

ITEM 40 BOS PUBLIC COMMENT 033

From: cmkrog@aol.com
To: [Clerk of the Board Public Email](#)
Subject: Opposition to Rate Increase
Date: Monday, November 23, 2020 4:11:50 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board Clerk,

I mailed by opposition, but am not able to participate on December 8th's phone call. Here is my comment:

Dear Sacramento County Board of Supervisors,

I am writing to express my **opposition** to the proposed rate increase. I remember when county employees went on strike several years back, we found other services to dump our trash. I hope if these rates go up that you will find competition in this market to compete against the county's services. I will look for other services to dump my trash, green waste and recycling. Under this new rate, it does not give customer's incentives to properly dispose of their green waste and recycling. Additionally, the timing of this rate increase during COVID-19 is not appropriate. I am sure many of your customers are not paying their bills or on the verge of not being able to pay. I find the timing of the rate increase very disappointing.

Thank you,

Aaron and Marissa Burt
3817 Atwater Road
Sacramento, CA 95864

ITEM 40 BOS PUBLIC COMMENT 034

From: [MICHELLE & ROBERT SPENCER](#)
To: [Clerk of the Board Public Email](#)
Subject: Opposition to the Proposed Solid Waste Residential Utility Rate Increases
Date: Thursday, November 26, 2020 1:10:42 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Supervisor,

I am writing today in opposition to the Department of Waste Management and Recycling's (DWMR) proposed solid waste residential utility rate increases.

I understand that this issue has been before the Board on March 10, 2020, and at that time, the Board voted to continue discussions and action on April 7, 2020. But, due to the public health emergency, the item was postponed. According the DWMR report, their budget is currently structurally imbalanced due to a number of contributing factors.

DWMR in their background material notes that residential fees have not been increased in 10 years, but it is important to note that some of the new mandates passed by the state of California, should have been planned for and addressed accordingly.

In the DWMR presentation, they spoke to expenditures to justify the need for the rate increase, but unlike other departments we have seen present before the Board, there was no mention of cost-savings or reductions in expenditures noted as a means to help close their projected budget shortfall. The Board should ask for the DWMR to work with their staff to develop a more comprehensive plan which includes these cost savings and reductions before placing the burden solely on rate payers. Rate payers deserve nothing less.

Families across our county are suffering financially, and now is not the time to burden them with additional expenses. While I understand that families impacted by COVID-19 may apply for a waiver, that fails to recognize and take into consideration the fact that many of us who are fortunate enough to work from home, have a defined pension, etc., are helping our own family members which is impacting our own family budgets.

For these reasons, I am respectfully requesting:

- The Board push this item to 2021 to give the public sufficient opportunity to participate in this process. Families have been disenfranchised to participate in this process. **Moving this item while we are not able to fully participate in unfair.**
- Vote no on the DWMR proposal and have them come back to the Board with not just recommendations to raise fees but also, as state above, a plan to reduce costs and make budget cuts.

Thank you.

Robert T. Spencer

6217 Everest Way, Sacramento, CA 95842

ITEM 40 BOS PUBLIC COMMENT 035

From: [Chad Moore](#)
To: [Clerk of the Board Public Email](#)
Cc: [Misty Nelson](#)
Subject: Proposed Increase in Solid Waste Curbside Collection Rates
Date: Tuesday, October 27, 2020 7:08:58 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Thank you for the opportunity to comment on the proposed rate increases. As a 6-year resident of Sacramento County I appreciate the services provided and the value I get from it. In general I support the rate increase to keep service of high quality and to support the county's solid waste management.

I would, however, suggest that the rate charged for garbage cans is more progressive. The proposed rate for a 30 gallon can is 68% of a 90 gallon can which is three times the size. We all have a vested interest in reducing waste and increasing recycling. I urge the rate setters to gradually increase the "spread" between the 30, 60, and 90 gallon containers to incentivize waste reduction provide a lower cost alternative to those willing to better manage their waste. The proposed cost spread is even less than the current cost spread of 64%. This seems like a step in the wrong direction and is not supported by any evidence provided in the mailer I received.

Sincerely,
Chad Moore & Misty Nelson (home owners /customers)
1337 Wyant Way
Sacramento, CA 95864

ITEM 40 BOS PUBLIC COMMENT 036

From: [Billy Cho](#)
To: [Clerk of the Board Public Email](#)
Cc: [Supervisor Serna](#); [Serna, Phil](#); [Susan Peters](#); [Peters, Susan](#); [Edwards, Ann](#); [Sloan, Doug](#); [Edwards, Ann](#)
Subject: Proposed Rate Increase by Department of Waste Management and Recycling
Date: Tuesday, December 1, 2020 1:19:23 PM

A signed copy via USPS has been sent as required.

Dear Chairman Serna, Supervisor Peters, Ms. Edwards and Director Sloan:

The services provided by essential employees of the Department of Waste Management and Recycling are necessary for our public health and safety. The statistics on the department's postcard are commendable. However, the timing of this rate increase is ill advised. This process requires more than half of the county's customers submit their objection but we all know the likelihood of that is unlikely. How many tens of thousands of households would be required to do this or would even be aware of this? It seems that the imposition of the proposed rate increase is all but inevitable and this process is a charade.

The Solid Waste Lifeline Rate Assistance Program is laughable. Its negligible rebates compared to the cost of services are too insignificant to be of any realistic assistance to a household. The county's various rate assistance programs, while seemingly well intended, and this proposed rate increase appear to be callous, patronizing and tone deaf, especially during these unprecedented times of unemployment, hardship, illness, fear and despair amid the COVID pandemic.

Most of the citizens of our county are struggling and suffering. It appears as if the policy makers, who have not had to face to the same challenges or wonder about their next meal, are insensitive or ignorant of this. The rationale provided by the department is of little comfort to struggling families in sadness and hopelessness, who despite their best efforts, are faced with the overwhelming weight and stress of eviction, food insecurity or starvation, without heating, electricity or water and basic human needs met.

It is always the consumer at the bottom who is burdened with increased costs of groceries, fuel, utilities and every other service provider. Our income does not rise commensurate with inflation. This is cruel. This is not sustainable. This is unconscionable. Why is the leadership of our county either oblivious or callous to this?

I have had a 20-year career in local government and am familiar with the fiscal challenges to provide adequate services to our county. As difficult as it was to work with budget deficits and the lack of staffing, basic supplies and necessary equipment, we always found creative methods to maximize efficiency.

We vehemently oppose and respectfully request the rejection of this rate increase and any

future proposed rate increases, from any county department, during this pandemic.

Sincerely,
William Cho, District 3 Resident
3305 Churchill Road
Sacramento CA 95864
916 550 9292

Neighbors In Support of Objection to Rate Increase

Kieran and Mimi Fitzsimon

ARDEN PARK, DISTRICT 3

Ron Kurth

SANTA ANITA VILLAGE, DISTRICT 3

Crystal Easterling

ARDEN MANOR, DISTRICT 3

Tammee Hansen-Wilson

DEL PASO MANOR, DISTRICT 3

Susan Brunton

WILHAGGIN, DISTRICT 3

Dianne McKinney

COTTAGE CREEK, DISTRICT 3

Linda Cabatic

SIERRA OAKS EAST, DISTRICT 3

Ruth Messersmith

SIERRA OAKS VISTA, DISTRICT 3

Kimberly Foster

WILHAGGIN, DISTRICT 3

Debra Igou

HOWE PARK WEST, DISTRICT 3

John Reitter

ARDEN MANOR, DISTRICT 3

Diana Vega

DEL PASO MANOR, DISTRICT 3

Sarah Rutherford

ARDEN PARK, DISTRICT 3

Rachel and Eric Crotty

SANTA ANITA VILLAGE, DISTRICT 3

Carol Lambdin

COTTAGE CREEK, DISTRICT 3

Denise Nelson

WILHAGGIN, DISTRICT 3

Je Mah

ARDEN PARK, DISTRICT 3

Kim Angelo Seat

COTTAGE CREEK, DISTRICT 3

- cc Phil Serna, Chair
Sacramento County Board of Supervisors
- cc Susan Peters, Supervisor
Sacramento County Board of Supervisors, 3rd District
- cc Ann Edwards, Acting County Executive
County of Sacramento
- cc Douglas Sloan, Director
Sacramento County Department of Waste Management and Recycling

ITEM 40 BOS PUBLIC COMMENT 037

From: [Christopher Doherty](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed rate increase for curbside collection
Date: Tuesday, November 24, 2020 2:16:38 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I would like to share my opinion with the Sacramento County Board of Supervisors regarding the proposed rate increases to curbside collection.

First I would like to say that my experience with curbside collection and the Department of Waste Management and Recycling has been very positive for the 32 years I have lived in my Carmichael home. It has been as dependable as a Swiss watch and very professional.

While I expect you will receive many responses opposing the planned rate increases, I would like the Board to know that I support the plan to increase rates. Yes, the proposed rates are relatively large increases, however that is to be expected when rates are not raised more regularly in a rising cost environment. Also, the differentials between container size in the proposed rates appears appropriate, in my opinion.

Last thing to mention is the move to weekly green waste pickup. I fully support that move from a homeowner's perspective. Also, continuing with bi-weekly pickup for recyclables works well from my perspective. I also support the proposed rates for additional recycling and green waste carts, and appreciate having the option for homeowners to tailor the number of carts to fit their needs.

In summary, I personally find the proposed changes reasonable and well thought out. Curbside collection is a valuable service to me, and I want to continue to see our County run service operate at the high standards I have come to appreciate.

Thank you for your consideration of my views.

Christopher Doherty
1420 McClaren Drive
Carmichael, CA 95608
916-677-9020
cjd1420@gmail.com

ITEM 40 BOS PUBLIC COMMENT 038

From: [FRANK GUIDI](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed rate increase to be hard Dec 8, at 2:00p.m.
Date: Tuesday, October 20, 2020 6:43:20 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

As a Sacramento County property owner, (5212 Morro Bay Dr. Carmichael, CA), a Veteran and a struggling octogenarian, I strongly oppose the rate increases proposed by the Sacramento County Department of Waste Management and Recycling. This is outrageous.

ITEM 40 BOS PUBLIC COMMENT 039

From: [Jamie Duarte](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed Rate Increase
Date: Sunday, October 18, 2020 10:16:31 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

To Whom it May Concern,

Today I received notice of a proposed rate increase for Solid Waste Collection. I am very disturbed by the proposed increases, especially during a time when people are struggling to survive.

The proposed increase of between 44%-57% to take place February 1, 2021 and rising to 82-84% by July 1, 2024 is obscene and the county should be ashamed of themselves for proposing such a thing at this point in time.

We understand that costs go up, however, consideration must be given to the fact that people are not going to be getting a 50% wage increase (if they even have a job) to offset such drastic increases.

Please reject this proposal and have the Department of Wast Management propose something that their customers can afford to pay.

Thank you
Jamie Duarte
8532 Travary Way
Antelope CA 95843

ITEM 40 BOS PUBLIC COMMENT 040

From: [Stephen Blinsinger](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed Rate Increase
Date: Monday, October 19, 2020 3:15:28 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

I recently received notice from the Sacramento County Department of Waste Management proposing a rate increase of between 44-52% next year and rising to 80% by 2024. I can emphatically state I am AGAINST this outrageous rate increase proposal. We can all barely afford what we are paying now!!

Sent from my iPhone

ITEM 40 BOS PUBLIC COMMENT 041

From: [Kati](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed rate increase
Date: Saturday, October 17, 2020 4:29:41 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

To the Sacramento County Department of Waste Management and recycling:

This message is to voice my opposition to the rate increases proposed as per the flyer I received in the mail this week. It appears as there will be a 56.94% increase on 60 gallon garbage carts and will increase significantly more over the next three years.

It would be easier for consumers to pay slight incremental increases over a longer period of time then large increases over a shorter period of time.

Please add my opposition to the rate increase to be considered for the upcoming December 8 public hearing.

Thank you very much. Sacramento County homeowner,

Kati Roberson

Sent from my iPhone

ITEM 40 BOS PUBLIC COMMENT 042

From: [Rob Martinelli](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed scavenger rate hike
Date: Friday, November 6, 2020 5:57:30 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I have submitted a letter regarding proposed rate hikes for next year as per notice. I wanted to make sure my voice was heard as I'm sure others are either unable to correspond or unable to attend the upcoming meeting on December 8th 2020. As stated in said letter I adamantly object to proposed rate hikes as outlined. Again, I am aware of unnecessary waste and am conservative about how much I deposit in garbage cans. Since I utilize a small container and recycle I feel that either a smaller can be available or none at all for those that do not utilize this service as much. I support workers receiving a just living wage and C.O.L.A. but this needs to be reflected in actual service and service needs. Thank you for considering these options. Home resident.

Sent from [Mail](#) for Windows 10

ITEM 40 BOS PUBLIC COMMENT 043

From: [Don Brincka](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed solid waste curbside collection fee increase
Date: Tuesday, October 27, 2020 10:17:45 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I oppose the solid waste curbside collection fee increase of ~ 57% on Feb 1, 2021.

These are tough economic times for us citizens. We make do with an occasional "cost of living" adjustment of 3% to 5%.

I would support such a "cost of living" increase but absolutely DO NOT support a proposed rate increase of ~57% !!

NO ON THE PROPOSED RATE INCREASE

Donald R. Brincka
4304 Stollwood Drive
Carmichael, CA. 95608

Parcel No. 50000429343

Sent from [Mail](#) for Windows 10

ITEM 40 BOS PUBLIC COMMENT 044

From: [Mike Crockett](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed Solid Waste Rate Increase - Written Comment
Date: Sunday, October 25, 2020 8:06:25 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

BoardClerk@saccounty.net:

Now is not the time for a rate increase. Many people are experiencing financial hardships due to COVID-19. A rate increase would make matters worse.

Mike Crockett

ITEM 40 BOS PUBLIC COMMENT 045

From: [Michael Johnson](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed waste management fee increase concerns
Date: Tuesday, December 1, 2020 8:29:02 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

The timing and amount of the proposed increase is terrible. Do you really think residents will tolerate an immediate 50% increase in fees? One that continues to get higher for four more years? This is not the proper management of this public service. It is entirely unreasonable.

If fees must go up, as most do, put in place a slow, reasonable increase.

Thank you,

Mike
Fair Oaks, CA

Michael Johnson
johnson.medsales@gmail.com

ITEM 40 BOS PUBLIC COMMENT 046

From: [Jennifer Thach](#)
To: [Clerk of the Board Public Email](#)
Subject: Protect rate proposal
Date: Thursday, October 15, 2020 3:51:07 PM
Attachments: [sacounty.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

----- Forwarded message -----

From: **Thach, Jennifer** <Jennifer.Thach@cdtfa.ca.gov>
Date: Thu, Oct 15, 2020, 3:28 PM
Subject:
To: Jennifer Thach <jennthach@gmail.com>

Sincerely,

Jennifer Thach

Business Taxes Representative . California Department of Tax and Fee Administration . **Return Analysis Unit (MIC 35)** . 450 N Street Sacramento, CA 95814 . 916.309.0606 (remote) . 916.324.2371 (fax) .
jennifer.thach@cdtfa.ca.gov | www.cdtfa.ca.gov

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Connect with Us:



To County of Sacramento

PO BOX 279420

Sacramento, CA 95827-9420

From: BJA Family Trust

Account # 50006218346

I hereby protest AGAINST the proposed rate increases for solid waste curbside collection. This increase would adversely affect most of those with the lowest earning, single parent, single income earners and the retired elderly folks. Your proposal nearly doubles the rate less than 4 years from now. Please reconsider your proposal and those who are affected.

Thank you.

ITEM 40 BOS PUBLIC COMMENT 047

From: [John Borkovich](#)
To: [Clerk of the Board Public Email](#)
Cc: [Susan Peters](#); rich@richdesmond.com
Subject: Protest Against Solid Waste Rate Increase
Date: Saturday, October 24, 2020 9:21:38 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Greetings

My wife and I protest the rate increase. We have been residences and tax payers in Sacramento County since 1990. Especially In light of the Covid 19 pandemic, all time unemployment and homelessness, and an increase in illegal dumping, we find this policy proposal untimely and ill advised.

Please deny the rate increase.

Also if you could please send us the link to the citation from the Sac County by laws and/or ordinances that only allows "written" protests and disallows the protests to be faxed, emailed(?) or photocopied, I would greatly appreciate it. If that is indeed the case, the Bd of Supes should immediately update their ordinances to the 21st century standards of communication.

John and Maggie Borkovich
5084 Tonya Way
Carmichael CA 95608

ITEM 40 BOS PUBLIC COMMENT 048

From: [Tim Gruenwald](#)
To: [Clerk of the Board Public Email](#)
Subject: Protest of Solid Waste Curbside Collection Proposed increase
Date: Saturday, October 17, 2020 4:07:32 PM
Attachments: [solid waste protest 10.17.20.xlsx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please ref. Attached note.

TO:
 County of Sacramento
 P.O. Box 279420
 Sacramento, California 95827-9420

10.17.20

FROM:
 Tim Gruenwald
 7455 Heather Road
 Fair Oaks, California 95628-5528

I am writing to protest the proposed rate increases for Solid Waste Curbside Collection. The county should focus efforts on cost control and not what appears to be a shrug of the shoulders and resignation that these significant increase should be passed along to the residents. Most of us do not receive 100% pay increases annually, and we must budget our expenditures and live within our means. This does not appear to be the reality for the County which does not have to compete in the free market to provide services. Additionally, the notice is deceptive. People are working hard to make ends meet, and may not have the time to discern that although their billing is bi-monthly, the rate increases you propose are MONTHLY rate increases. I see how this serves to make the increases appear, at a glance, as more modest, but people are going to be shocked when they realize percent increases and see the total billed amounts. The fact that more than 50% of customers must present written protests to the county to stop this increase virtually assures a rate increase passage, but it also smacks of tone-deafness on the part of the county while your customers are busy managing their lives during this difficult time. I respectfully but vehemently protest the rate increases!

7455 Heather Road, Fair Oaks, Ca. 95628
 1 Garbage Cart, 1 Recycle Cart, 2 Green Waste Carts

	Bi-Monthly					
	Current	2/1/2021	7/1/2021	7/1/2022	7/1/2023	7/1/2024
	Rate	Rate	Rate	Rate	Rate	Rate
60 Gallon Garbage Cart (1)	\$ 47.10	\$ 73.92	\$ 77.30	\$ 80.92	\$ 84.04	\$ 86.68
Additional Green Waste Cart (1)	\$ -	\$ -	\$ 16.80	\$ 22.30	\$ 23.40	\$ 24.30
Additional Recycle Cart (0)*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Bi-Monthly	\$ 47.10	\$ 73.92	\$ 94.10	\$103.22	\$107.44	\$110.98
% Increase vs. Current Rate	0	57%	100%	119%	128%	136%

*Effective on/after January 1, 2022

ITEM 40 BOS PUBLIC COMMENT 049

From: [TERRY SEVIGNY](#)
To: [Clerk of the Board Public Email](#)
Subject: Protest Rate Increase
Date: Monday, November 2, 2020 2:35:03 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I think is a terrible idea to try and increase rates at a time when people are having a hard time paying all their bills. The area I'm in has a lot of low income or underemployed. Many are currently not working or are retired. On top of that you now plan to charge for the extra green waste can? I'm therefore protesting this rate increase!

Timothy and Terry Sevigny
7241 Dinsmore Way
Sacramento, CA 95828

ITEM 40 BOS PUBLIC COMMENT 050

From: [Jennifer Thach](#)
To: [Clerk of the Board Public Email](#)
Subject: Protest rate proposal
Date: Wednesday, November 18, 2020 1:50:00 PM
Attachments: [sacounty.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Here's my written protest to the upcoming rate. Fyi. My mailed in written protest few weeks ago and was returned by the post office. I did used the address that was given to me and resent it my written protest letter again. I hope you received it.

To County of Sacramento

PO BOX 279420

Sacramento, CA 95827-9420

From: BJA Family Trust

Account # 50006218346

I hereby protest AGAINST the proposed rate increases for solid waste curbside collection. This increase would adversely affect most of those with the lowest earning, single parent, single income earners and the retired elderly folks. Your proposal nearly doubles the rate less than 4 years from now. Please reconsider your proposal and those who are affected.

Thank you.

ITEM 40 BOS PUBLIC COMMENT 051

From: [Natalie Wisner](#)
To: [Clerk of the Board Public Email](#)
Subject: Protest the Rate Increase
Date: Thursday, November 19, 2020 6:26:51 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear County of Sacramento,

I'd like to voice my protest against the proposed rate increase. The percentage at which you are increasing our rates is excessive, more than the 30% you claim in inflation (at the final price of \$36.38 in 2024).

Especially during the pandemic when families are struggling, this is the worst time to increase our rates at this amount.

Thank you for your consideration,

Natalie Wisner
Property Owner
8940 Oakmore Way
Orangevale, CA 95662

ITEM 40 BOS PUBLIC COMMENT 052

From: debbielop88@att.net
To: [Clerk of the Board Public Email](#)
Subject: Protest to Proposed Increase in Fees of Solid Waste Curbside Collection
Date: Wednesday, November 18, 2020 1:37:15 PM
Attachments: [Sacramento Co. Waste Mgmt. fee increase.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Sacramento County Board of Supervisors:

Attached is my letter protesting the increase in fees for curbside collection of garbage carts, recycle carts, and green waste carts.

Thank you for your consideration.

Debora Lopez

Debora A. F. Lopez Trust
2025 Granite Bar Way
Gold River, CA 95670

November 18, 2020

County of Sacramento
P. O. Box 279420
Sacramento, CA 95827-9420

Re: Proposed Increase in Fees of Solid Waste Curbside Collection

This letter will advise you of my protest to the proposed rate increase by the Sacramento County Department of Waste Management and Recycling. Your proposal increases the rate of monthly 30-gallon Garbage Carts by 60% in 2021. Beginning February 1, 2021, there is an additional proposed monthly charge for each Recycle Cart. This is followed, starting in January 1, 2022, with a monthly charge for each Green Waste Cart. The proposed rates are through July, 2024, and the increased cost to each property owner in Sacramento County is excessive. This tremendous proposed increase is unreasonable, especially to seniors.

I fear that the increases of Recyclable and Green Waste will result in property owners opting out of this service, and refuse being dumped along roads and city lots.

I understand costs have risen, but this plan is extreme. It is vital to keep Sacramento County clean, but you need to construct fees that will encourage waste management.

Thank you for your consideration.

Sincerely,

Debora Lopez

ITEM 40 BOS PUBLIC COMMENT 053

From: [Noah Chow](#)
To: [Clerk of the Board Public Email](#)
Subject: Protests against curbside waste collection
Date: Thursday, October 22, 2020 8:20:44 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To whom it may concern, please do not increase the curbside garbage waste collection. I am already low income, disabled and cannot afford the current rates already. Thank for considering

Blessings

ITEM 40 BOS PUBLIC COMMENT 054

From: [Michael Angelillo](#)
To: [Clerk of the Board Public Email](#)
Subject: Public Rate Increase
Date: Friday, October 16, 2020 12:02:21 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

In looking at the study and rate increase I have some problems and am essentially against it without more work being done to address the following;

1. You're only counting revenue from rates and not from recycling which I know, from auditing waste management, is a part of the revenue structure. I also assume there is other tax money devoted to this. I suspect if we knew the actual revenue the rate increase proposed would be nearly as dramatic.
2. The rate comparison to other areas is summarized at a low level of precision, and doesn't do much to tell me if we are paying the same rate for the same service.
3. Where are the efforts to renegotiate contracts or lower costs in other innovative ways?
4. Is raising the rates by over 50% during a pandemic really the wise move?
5. 95662 which encompasses Orangevale is actually an urban zip code per US Census and a suburban one per population density. Our rates should be a lot more reflective of that and not on the high end ranking 6th highest out of 17 areas. We are essentially the same density as Folsom and if anything should remain lockstep with them. I think there is a solid need to bifurcate these rates by zip code to reflect the actual cost structure
6. Without increasing some of these benefits this rate increase is really unjustified. For instance, most of your comparables do quarterly scheduled bulky waste collection and yet we are still stuck with the 1 year scheduled appointment.

In looking at my own bill I will be paying an extra \$41.37 every 2 months. While this won't break my bank I think it will hurt others and we really should address why a rate increase of 50% all at once is needed. Perhaps a more graduated scale is needed with more careful attention paid to modifying the rates timely so large surprises aren't happening. Also point 6 is really problematic. We need quarterly collection if you're going to put our rates at the top end of the tier.

Michael Angelillo, CPA, MHA

ITEM 40 BOS PUBLIC COMMENT 055

From: [DENISE](#)
To: [Clerk of the Board Public Email](#)
Subject: Raise in rates
Date: Tuesday, December 1, 2020 2:53:25 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I totally reject the increase
Demise larock
Sent from Xfinity Connect App

ITEM 40 BOS PUBLIC COMMENT 056

From: [Gary Peterson](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate hike.
Date: Friday, November 6, 2020 4:59:03 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I oppose this hike in rates. Now is not the time to raise these rates. Many, many people can't afford such an increase due to many factors..covid,unemployment. The County will feel the wrath of this rate increase..illegal dumping..contamination of green/recycling containers. Please step up contamination checks of green/recycling cans. I worked for Sacramento Counties Solid waste and Recycling Department for 31 years. It appears nothing has changed over the last 10 years since I retired and before that.Thank you. Phone # 916 524 4562.

ITEM 40 BOS PUBLIC COMMENT 057

From: [Abfab](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate hikes garbage etc
Date: Friday, November 6, 2020 10:27:59 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To whom it may concern:

I formally dispute the proposed rate hikes for garbage, water sewer. We are already paying very high rates for a service that is minimal at best. The last rate increases did not provide better or additional services and yet rates continue to rise. (Over 161% for a 60 gallon can by 7/24!!!) Being a very long term resident of Sacramento Co, I should not have to carry the extra burden of over-development and lack of improved infrastructure allowed in the last decade. These are the specific reasons I dispute these current proposed rate hikes: 1 Garbage service is limited to once a week. There are no other options for home service garbage disposal available or allowed. Even if we decide to personally take our garbage to the dump each week, we cannot opt out of service charges for pickup. 2 Dump costs have increased to the point that it is too expensive for many people to take loads to transfer sites, causing excess illegal dumping in fields, road sides, and private properties. This rate hike will definitely increase this practice. 3 Most people do not have the means, time, or personal ability to take refuse to the transfer sites and are forced to find other means to dispose of larger, or weekly loads of refuse. Residents are being forced to rely on the current barely efficient system. 4 Annual "one time pick up" services are so limited in size, scheduling, and placement time constraints that it is almost too difficult for single persons, elderly, or working persons to utilize. 5 Personal recycling is virtually out of the question now as most recycle centers are in remote areas, wait times are extensive, benefits are not worth the time and effort, and conditions are usually abhorrent at these centers. This forces people to use your services, now and at an additional proposed cost. 6 Green waste is very limited for areas with large lots and extensive foliage, true of most older neighborhoods. Additionally, cans now result in additional charges per can. 7 Street cleaning services are poorly scheduled and ineffective. They come when there is unnecessary clean up and often not at all during heavy leaf and branch seasons. 8 The phone system has switched to the "311" system. When trying to reach Sanitation for any reason, you are thrown into the general county 311 calls, which service NUMEROUS agencies now, causing and very long wait times and transfers to the individual you need to reach. 9 Sewer maintenance in many areas has not been upgraded or serviced in many years. There has been no improvement in water disposal systems in my area for over a decade. Also, given we have been in a drought for many years now, there has not been an increase in use or need for any immediate rate hikes in relation to sewer or water runoff. I realize this is not part of the projected increase, but no doubt, soon to come. 10 With the Covid pandemic, job loss, business closures, increased costs of living, most people are struggling to survive. This is NOT the time to increase rates which will not improve the current system for the average individual!

Sincerely, Yael Amir 3943 Woodpointe Cir Sacramento, CA 95821

ITEM 40 BOS PUBLIC COMMENT 058

From: [Janet Nelson](#)
To: [Clerk of the Board Public Email](#)
Subject: rate hikes
Date: Tuesday, October 27, 2020 3:32:43 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

We feel that this is a terrible year for you to raise rates in light of the Covid-19 disruption to the economy. Please wait at least a year.

Thank you,
Janet Nelson
Constantia Enterprises

ITEM 40 BOS PUBLIC COMMENT 059

From: [Mason McCartney](#)
To: [Clerk of the Board Public Email](#)
Cc: [April McCartney](#)
Subject: Rate increase
Date: Sunday, November 29, 2020 8:42:07 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Hello. We live at 1057 Entrada Road Sacramento Ca 95864 and we oppose any proposed rate increases for our garbage and sewer.

Thank You,

Mason McCartney

Sent from my iPhone

ITEM 40 BOS PUBLIC COMMENT 060

From: [David Henderson](#)
To: [Clerk of the Board Public Email](#)
Cc: [Susan Peters](#)
Subject: rate increase for curbside collection
Date: Wednesday, November 18, 2020 4:02:35 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

My name is David Henderson and my home is located at 4140 Eastwood Street, Fair Oaks, CA.

I would like to put a formal protest in for the new curbside collection Rates.

I feel that a 30% increase is a little out of line, and then another increase every year.

My wife and I are both retired and I don't see us getting any kind of raise's that look like that.

I am sure this is already a done deal, so maybe you should be looking at why so many people are leaving California these days. I think it has to do with taxes and fee's like these.

Thank you for at least reading my email.

David Henderson

ITEM 40 BOS PUBLIC COMMENT 061

From: [Paul Stubbles](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate increase Protest
Date: Monday, October 19, 2020 1:41:23 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

County of
Sacramento

PO Box
279420
Sacramento, CA 95827-9420

RE Protest of proposed rate increase of Sacramento Solid Waste Curbside Collection Services for standard service from Sacramento Co. Dept. of Waste Management and Recycling

Dear Sacramento County Board of Supervisors:

This is a protest letter for the proposed rate increase of Sacramento Solid Waste Services for standard curbside collection service from Sacramento Co. Dept. of Waste Management and Recycling. These proposed rate increases are unacceptable in a time where many citizens are facing major financial hardships due to COVID-19. These rate increases will be devastating to many, as we are not talking about a few dollars a month increase here: we are talking about a more than 30% increase. By increasing the rates for services and cans, people will get rid of cans for recycling and green waste, causing more and more waste to end up in our landfills that could have been either recycled or composted. This is not the desired outcome in a state that prides itself in being a leader in being environmentally conscious.

Thank you for the opportunity to allow my fellow residents of Sacramento County and myself to protest the proposed rate increase.

Kindest regards,

Printed Name; Paul Stubbles

Service Address: 10194 Sorenstam Drive, Sacramento, CA 95829

ITEM 40 BOS PUBLIC COMMENT 062

From: [judith](#)
To: [Clerk of the Board Public Email](#)
Subject: rate increase
Date: Saturday, October 17, 2020 12:55:21 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board,

Please don't increase our rates. Many of us are going thru hardship, due to Covid 19, job loss, mental stress, etc. Now is not a good time for a rate increase.

Thank You

Mehran Saalabi and Judith Saalabi

ITEM 40 BOS PUBLIC COMMENT 063

From: [Gerri Bourtayre](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate Increase
Date: Friday, October 16, 2020 9:00:44 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I understand rates for services Sacramento County provides must increase from time to time. It is, however, unfathomable to me that you would try to increase your rates so much, especially now during this pandemic when you know people are struggling. My rate would increase +52%. That is incredible to me. I am truly stunned. I am on a fixed income, my husband passed away 2 years ago and my income has decreased. To see that you are proposing such a drastic increase is going to be hard for me, especially when I am helping some family members who have had their jobs affected by the Covid crisis. Every dollar counts. You are gouging your customers. Do recycling pick ups 1 time per month, cut back somewhere else but this drastic increase just doesn't seem fair. This is being discussed on the Nextdoor App and people are not happy at the gouging.

Upset with your proposal!

--

Geraldine Bourtayre
4961 Chicago Ave
Fair Oaks, CA 95628

ITEM 40 BOS PUBLIC COMMENT 064

From: [Tamie Gangl](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate increase
Date: Sunday, November 29, 2020 8:17:01 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To whom it may concern,

I understand that you feel the need to increase the price of our solid waste. You send people out to inspect our garbage and recycle which I know costs money. Instead you should be finding other ways to save money for us residents. I can see a few dollar increase, but this is ridiculous! We are in the midst of people not being able to work, their companies being closed, etc. This is not the time to even ask for a rate increase.

Tamie Gangl

ITEM 40 BOS PUBLIC COMMENT 065

From: [ROBERT BOZZOLO](#)
To: [Clerk of the Board Public Email](#)
Subject: rate increase
Date: Sunday, October 18, 2020 12:38:32 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

i oppose the new rate increase, as i live on a limited income and cannot afford to pay any more.

ITEM 40 BOS PUBLIC COMMENT 066

From: [Scooter Pie](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate Increases!
Date: Thursday, October 22, 2020 1:03:57 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

County of Sacramento,
Solid Waste Curbside Collection;

Sacramento County Department of Waste Management and Recycling.

Your proposed rate increase is too high! I oppose this rate increase! I didn't get a raise. My salary didn't increase. I don't have more money to give away.

Waste management is also about how you manage my payment and the payments of your other customers. We are your customers. You should treat us better by keeping our rates low. Without us you wouldn't have a job.

Why don't you have an internal audit to see how to improve spending without raising our rates.

Since I didn't get a raise why don't you freeze salary increases instead of raising our rates to cover them.

Respectfully,

Scott Berry 5501 Turnbull Cir Fair Oaks, CA 95628

ITEM 40 BOS PUBLIC COMMENT 067

From: [Crystal Easterling](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate increases
Date: Sunday, November 29, 2020 8:17:19 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Just No! We are already over taxed. A DOUBLE rate increase yet?!!
Especially at this time with covid.
Please stop the greed and do the right thing.

Sincerely,
Crystal Easterling

ITEM 40 BOS PUBLIC COMMENT 068

From: [Christine](#)
To: [Clerk of the Board Public Email](#); [Fowler. Kirsten](#)
Subject: Re: waste management
Date: Friday, October 23, 2020 2:14:31 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

This is to protest the rate increase
Simply I am of limited income and can not afford additional rates!!
Account # 50006764425
My name is Christine Tchamourian
Residing at
8410 Shawntel Way
Antelope CA 95843

On Thu, Oct 22, 2020 at 4:01 PM Fowler. Kirsten <fowlerk@SacCounty.NET> wrote:

|

ITEM 40 BOS PUBLIC COMMENT 069

From: [m.w](#)
To: [Clerk of the Board Public Email](#)
Subject: REJECT requests
Date: Friday, October 23, 2020 2:00:04 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board of Supervisors,

Please REJECT requests to increase the amount of campaign cash politicians can accept from contributors; keep the state's newly adopted default contributions limit of around \$5,000 (per AB 571) and keep in place the county's existing public campaign financing ordinance. DO NOT ELIMINATE existing public campaign financing provisions in the county code.

Sincerely,

Meredith Wade

ITEM 40 BOS PUBLIC COMMENT 070

From: [Rob Allshouse](#)
To: [Clerk of the Board Public Email](#)
Subject: Response to proposed rate increase
Date: Friday, October 16, 2020 4:44:55 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

From Rob Allshouse
Resident: Sacramento County, Arden-Arcade area
4691 Pasadena Ave, Sacramento, CA 95821

Increasing costs are understandable, and a 0% rate increase over a period with 30% inflation is also understandable. However, the proposed increases are an effective 100% increase within less than 12 months. This is beyond reasonable.

90G: 30.76
Green Waste: 0
Recycle: 0

This is (on July 1)
 $\$46.38 + 5.50 + 8.40$

$\$60.28$ vs $\$30.76$

And in my case with two green waste bins, actually
 $\$68.68$ vs 30.76 a 123% increase.

>100% increase in less than one year is not within norms. This is definitely beyond what any business analyst, when looking at the end-effect, should consider a reasonable increase.

--

Rob Allshouse

ITEM 40 BOS PUBLIC COMMENT 071

From: pcluque@att.net
To: [Clerk of the Board Public Email](#)
Subject: Sacramento County Garbage Rate Increase
Date: Friday, November 20, 2020 3:04:38 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello: I just wanted to put my two cents in regarding the proposed rate increase for Waste Management and Recycling.

I wouldn't mind the increase if they offered yard waste pickup every week instead of every other week. I moved here from Napa and they offered garbage, recycling and yard waste pickup weekly. With all the trees and leaves around here we have a lot of green waste.

Another consideration is development of a recycle/reuse area where people could drop off or pick up items they or may or may not want that are still usable. Thank you!

ITEM 40 BOS PUBLIC COMMENT 072

From: [Bob VanKeuren](#)
To: [Clerk of the Board Public Email](#)
Subject: Solid waste curbside collection
Date: Friday, November 27, 2020 12:08:04 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

I disagree fully with the proposed rate hike. I think that the approximately 50% increase is ridiculous. 50%!? Are you out of your mind? I can understand and tolerate a small increase but not 50%.

Thank you

Robert L Van Keuren Jr
7801 Kelvedon Way
Sacramento, Ca 95829-1451

ITEM 40 BOS PUBLIC COMMENT 073

From: [Will Wright](#)
To: [Clerk of the Board Public Email](#)
Subject: Solid waste Management increase
Date: Friday, October 23, 2020 10:27:59 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I would like to oppose the increase and would like to speak in front of the board at the meeting December 8th.

[Sent from AT&T Yahoo Mail on Android](#)

ITEM 40 BOS PUBLIC COMMENT 074

From: [Rana F](#)
To: [Clerk of the Board Public Email](#)
Subject: Solid Waste Rate Increase - Written Comment
Date: Monday, November 23, 2020 10:23:24 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

To: The Sacramento County Board of Supervisors/Those Concerned

Although rate increases are understandable, now is not the time to increase the rates for the solid waste services. Many people are currently experiencing financial hardships/setbacks due to COVID-19. It will take time to recover from the economic effects of the pandemic. A rate increase will only add to the financial burden/stress that people are already enduring.

Also, the method used in determining who is "for" the rate increase or "against" the rate increase is seriously flawed. Currently, the proposed rate increase will not be implemented if written protests are submitted by a majority of customers. This is far from fair. Only actual written approvals/disapprovals to the proposed increase should be counted. The current methodology, in actuality, makes a no response/no submission default to a vote "for" an increase.

Rana

ITEM 40 BOS PUBLIC COMMENT 075

From: [Ms. Fahm](#)
To: [Clerk of the Board Public Email](#)
Subject: Solid waste rate increase proposal
Date: Monday, October 19, 2020 4:38:09 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To: Sacramento County Board of Supervisors,

I hope this email finds everyone healthy and safe.

I'm writing to oppose the proposed rate increase from Sacramento County Department of Waste Management and Recycling. The rate increase is not feasible during a pandemic and ongoing economic turmoil. As a homeowner, this proposal will cause a negative financial impact to my family during already challenging times.

I will be mailing a written protest as well.

Thank you for your consideration regarding this matter.

Fahm Bienh, Homeowner

[Sent from Yahoo Mail for iPhone](#)

ITEM 40 BOS PUBLIC COMMENT 076

From: [alansharonjared.mckinney](#)
To: [Clerk of the Board Public Email](#)
Subject: Solid Waste Rate Increase
Date: Sunday, November 22, 2020 7:08:02 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

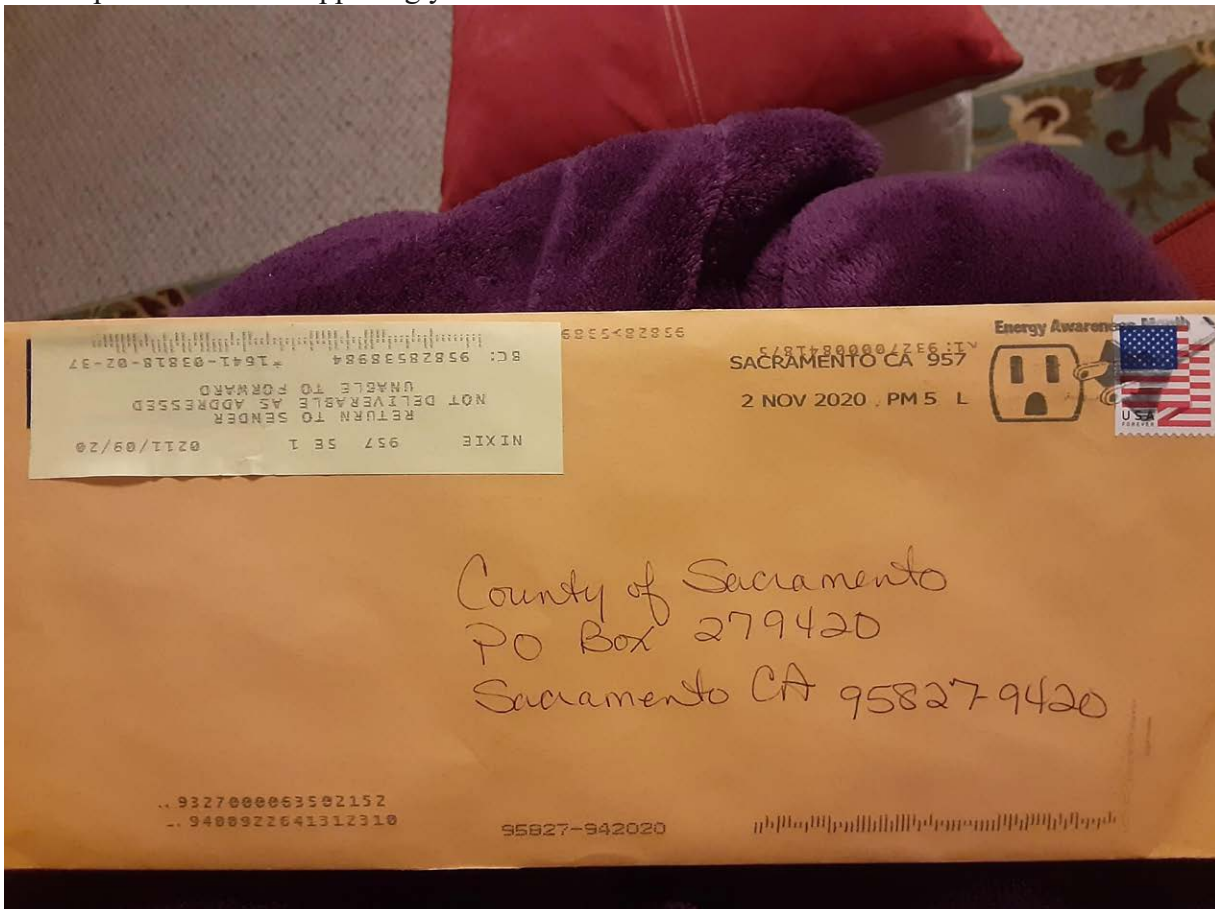
I sent a letter stating my opposition to the proposed rate increases. The letter was sent back as undeliverable. Picture attached. I sent this to the address on your notification. I think you are probably going to have a lot of people at your meeting pretty upset at having their letters sent back. Pretty devious Sacramento County.

Sharon McKinney

916 213 9847

8384 Summer Sky Dr

Please put me down as opposing your rate increase.



ITEM 40 BOS PUBLIC COMMENT 077

From: [S Kent](#)
To: [Clerk of the Board Public Email](#)
Subject: Waste Rate Increase
Date: Thursday, October 15, 2020 4:00:37 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

I recently received the notice that curbside collection rates would be increasing by \$16 for the smallest trash cart by 2024.

In the past few years I have seen more trash dumped on the side of the road, back roads, parking lots, empty fields, and behind vacant buildings.

My concern is that with the rate increase this illegal dumping will continue and probably become more frequent because residents will be unable to afford the new rates and many will not file for the financial assistance because I am sure it will be a complicated process.

Is there anything we as residents can do to assist with keeping rates the same? Can we volunteer our time to assist with the reasons that are causing the suggested rate increase? Thank you for hearing my concerns.

---Shane

ITEM 40 BOS PUBLIC COMMENT 078

From: [Ladd Adams](#)
To: [Clerk of the Board Public Email](#)
Subject: Written comment on Hearing December 8,2020
Date: Saturday, October 17, 2020 2:52:14 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

I do not mind a small rate increase with regards to solid waste curbside collection. However, I want to point out just two things that I disagree with. The first is the way the solid waste containers are handled by the drivers. I have been in the county for over 10 years and the drivers treat those cans very rough. They are plastic and they crack and loose the wheel assembly. Treat them more gently and you would not need more plastic to replace the broken. Secondly, street sweeping is a joke. They spread the mess far worse then clean it up. I never see drivers take the initiative to move the mess so they can picket up withe sweeper. Also, you have seen what fires do to the air! now picture all the dust created on the street. Please find a new way of not polluting our streets.

Thank you,

Ladd Adams

ITEM 40 BOS PUBLIC COMMENT 001

From: [Hung Nguyen](#)
To: [Clerk of the Board Public Email](#)
Subject: A Template or Protest Letter.
Date: Friday, November 27, 2020 11:41:50 PM
Attachments: [pSAC-SolidWasteRateIncrease_ProtestLetter.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

If you can share the attached template to the Sacramento County residents. I believe it would help them, make it easy to, voice their protest to Solid Waste Collection rate increase. A rate increase in the very hard situation we are all in right now would be hard for every resident.

Sincerely yours,
Hung S. Nguyen

Protest
to
Waste Collection Rate Increase

Attn: Sacramento County Board of Supervisors
County of Sacramento
P.O. Box 279420
Sacramento, CA 95827-9420

Parcel Address: _____
Your address (service address)

Parcel Number: _____
Parcel number of your address (showed on the utilities bill)

I'm, (name) _____, the owner of the above residential parcel address.
Here in, protest the proposed rate increase to the solid waste collection.

Best Regards,

Your signature & name

ITEM 40 BOS PUBLIC COMMENT 002

From: [antonio ranit](#)
To: [Clerk of the Board Public Email](#)
Subject: Against proposed rate increase !
Date: Saturday, October 17, 2020 10:37:21 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

With so many businesses closing , people losing jobs left and right, EDD unable to process unemployment benefits, tax increase , uncontrolled pandemic and here you are proposing another blow to the suffering Californian's !!!!! Where do you muster the guts to ask for another increase ? You folks must have buried your head in the sand not to see the suffering of your constituents and increasing poverty , its unbelievable how callous are the leaders to even think about creating another revenue stream to squander , gasoline tax that resulted in the same roads we travelled with the same potholes . On December 8, vote with a conscience and think about you can best manage the millions of dollars that should be appropriated to the actual services NOT THE POCKETS of CEO's ...we as a community is sick and tired of the corruption !

Antonio G. Ranit RN
7311 34th street , Northhighlands, CA 95660

ITEM 40 BOS PUBLIC COMMENT 003

From: [Charley Wang](#)
To: [Clerk of the Board Public Email](#)
Subject: Against the Proposed Rate Increase
Date: Tuesday, October 20, 2020 10:44:14 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

As a property owner of Sacramento County, I am protesting the rate increase proposed recently. You have been cutting back the service of yard and recycling biweekly and now want to increase the rate by whooping 30% which is ridiculous.

Please record this for the following accounts.

Account Number	Parcel Number	Parcel Address
50008266817	22520500340000	3060 DIORITE WAY
50010787876	02002340180000	4333 E NICHOLS AVE
50010287700	28301830100000	5208 MORRO BAY DR
50010731265	27401100470017	706 NORTHFIELD DR E

--

Charley Wang
916-919-1244

ITEM 40 BOS PUBLIC COMMENT 004

From: kwilliam@winfirst.com
To: [Clerk of the Board Public Email](#)
Subject: Board Hearing on Proposed Curbside Collection Rate Increase for Sacramento County on December 8, 2020, 2:00 P.M.
Date: Monday, October 19, 2020 12:03:23 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

RE: Regarding Proposed Curbside Collection Rate Increase for Sacramento County.

Dear Sacramento County Board of Supervisors,

This e-mail serves as written notice of my opposition to the rate increases for curbside collection proposed to begin February 1, 2021. Under the proposed changes, a typical Sacramento county residential customer utilizing a 60-gallon garbage container will see a rate increase of approximately fifty-seven percent (57%) in 2021 followed by annual increases that amount to an overall rate increase of eighty-four percent (84%) by July 2024.

These proposed increases are enormous and come during a pandemic when many people are out of work or struggling to make ends meet. Based upon a reading of the study that determined these increases, I believe that Sacramento County has neither fully explored other cost-effective alternatives nor effectively communicated or justified such extreme rate increases. At the December 8, 2020 hearing on this matter, I urge you to reject or delay these proposed increases and consider other options that do not place such a heavy burden on Sacramento county rate payers.

Thank you for taking the time to read this email.

Sincerely,

W. Kevin Williams

1613 El Nido Way
Sacramento, CA, 95864

kwilliam@winfirst.com

ITEM 40 BOS PUBLIC COMMENT 005

From: [Mary Swisher](#)
To: [Clerk of the Board Public Email](#)
Subject: Comments for Dec. 8, 2020 meeting
Date: Friday, November 20, 2020 8:46:03 AM
Attachments: [pastedGraphic.png](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I wish to protest the use of a street cleaners in our neighborhood of Sierra Oaks Vista. This has been a fairly new addition to our services in this area. Our streets are fragile and the monthly pass through of the very polluting cleaning truck is destroying the roads. I am sure there are other areas that these services are more appropriate.

Thank you,
Mary Swisher





ITEM 40 BOS PUBLIC COMMENT 006

From: [Dave Buehler](#)
To: [Clerk of the Board Public Email](#)
Subject: Dec 8, 2020 hearing feedback
Date: Saturday, November 28, 2020 8:29:36 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Good morning,

I am writing in regards to the proposed rate increases in the upcoming hearing.

As a business owner, property owner, landlord and licensed private fiduciary,,I realize that the cost doing business is ever increasing.

However, I think that a 56.9% increase is excessive for the following reasons:

1. Residential rental property owners are not being paid the rent due. Many of the tenants will likely move out and the landlord will suffer significant financial loss.
2. Many people have lost their job and unemployment is running out.
3. Over the next 6 months, the local economy will be seriously impacted as state workers will have to be terminated due to lack of state funds lost by loss of sales tax revenue etc.
4. Some of my clients with little available resources have difficulty remaining in their own home due to lack of funds.

I would encourage a modified proposal asking for a more modest increase in fees. By early 2022, the economy should slowly be getting back to normal.\

Thank you for your time in considering my thoughts on this proposed rate increase.

David Buehler

ITEM 40 BOS PUBLIC COMMENT 007

From: [mrfSac](#)
To: [Clerk of the Board Public Email](#)
Subject: December 8, 2020 Meeting
Date: Saturday, October 17, 2020 1:13:23 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Question for Board of Supervisors meeting.

From:

Martin Fraser
2520 Romany Rd.
Sacramento, CA
95821
916-974-7088

The proposed rate increases for Solid Waste are very high. Has the Board considered doing as Sweden does, use Waste To Energy plants to incinerate most of the waste? Buried landfill turns in to methane and eventually Carbon Dioxide. So just skip the landfill part and burn it. Excess plastic bottles, which are currently piling up could also be incinerated. Sweden currently only buries 1% of their solid waste. As far as food scrap collection, Seattle just lets you put it in the green waste container. Please consider alternatives to your expensive plans.

Thank you, Martin Fraser

ITEM 40 BOS PUBLIC COMMENT 008

From: [Sengthiene Bosavanh](#)
To: [Clerk of the Board Public Email](#)
Subject: Dispute of the proposed rate hikes for garbage, water, sewer
Date: Friday, November 6, 2020 10:16:28 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

11/5/20 County of Sacramento PO BOX 279420 Sacramento, CA 95827-9420 I formally dispute the proposed rate hikes for garbage, water sewer. We are already paying very high rates for a service that is minimal at best. The last rate increases did not provide better or additional services and yet rates continue to rise. (Over 161% for a 60 gallon can by 7/24!!!) Being a very long term resident of Sacramento Co, I should not have to carry the extra burden of over-development and lack of improved infrastructure allowed in the last decade. These are the specific reasons I dispute these current proposed rate hikes: 1 Garbage service is limited to once a week. There are no other options for home service garbage disposal available or allowed. Even if we decide to personally take our garbage to the dump each week, we cannot opt out of service charges for pickup. 2 Dump costs have increased to the point that it is too expensive for many people to take loads to transfer sites, causing excess illegal dumping in fields, road sides, and private properties. This rate hike will definitely increase this practice. 3 Most people do not have the means, time, or personal ability to take refuse to the transfer sites and are forced to find other means to dispose of larger, or weekly loads of refuse. Residents are being forced to rely on the current barely efficient system. 4 Annual "one time pick up" services are so limited in size, scheduling, and placement time constraints that it is almost too difficult for single persons, elderly, or working persons to utilize. 5 Personal recycling is virtually out of the question now as most recycle centers are in remote areas, wait times are extensive, benefits are not worth the time and effort, and conditions are usually abhorrent at these centers. This forces people to use your services, now and at an additional proposed cost. 6 Green waste is very limited for areas with large lots and extensive foliage, true of most older neighborhoods. Additionally, cans now result in additional charges per can. 7 Street cleaning services are poorly scheduled and ineffective. They come when there is unnecessary clean up and often not at all during heavy leaf and branch seasons. 8 The phone system has switched to the "311" system. When trying to reach Sanitation for any reason, you are thrown into the general county 311 calls, which service NUMEROUS agencies now, causing and very long wait times and transfers to the individual you need to reach. 9 Sewer maintenance in many areas has not been upgraded or serviced in many years. There has been no improvement in water disposal systems in my area for over a decade. Also, given we have been in a drought for many years now, there has not been an increase in use or need for any immediate rate hikes in relation to sewer or water runoff. I realize this is not part of the projected increase, but no doubt, soon to come. 10 With the Covid pandemic, job loss, business closures, increased costs of living, most people are struggling to survive. This is NOT the time to increase rates which will not improve the current system for the average individual! Sincerely,

Jeffrey Milam
2430 Pavilions Place Lane
Sacramento, CA 95825

ITEM 40 BOS PUBLIC COMMENT 009

From: [Louis Bisbiglia](#)
To: [Clerk of the Board Public Email](#)
Subject: Fw: Garbage And Waste increase
Date: Tuesday, October 27, 2020 12:49:16 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Shame on you for even considering such a big increase..... not reasonable at all.....

re think this.....

----- Forwarded Message -----

From: Dick Barbar <dickbarbar@icloud.com>

To: Bih"Bee" Yuan <bihtsay@yahoo.com>; Delyse Gannaway <gannaway02@yahoo.com>; Rhett Snider <rhettsnider1964@gmail.com>; Sandi Corbett <corbettsc@aol.com>; Judy Flora <jflora@viedu.org>; Madeleine Jensen <madeleinejensen1214@gmail.com>; Linda Schiff <theschiffs@att.net>; Lewis Bisbiglia <l_bisbiglia@yahoo.com>; Bailey Snider <sniderbailey@gmail.com>; Dick Barbar <dickbarbar@me.com>; Candace Fortune <childpsychmd@hotmail.com>; Dick Gordon <ragordonco@gmail.com>; Brian French <bafrench@salientprocess.com>; Steven Polansky <stevenpolansky@gmail.com>; Frances Burk <fjburk@sbcglobal.net>; Bill Thomas <wpthomas@aol.com>; Chuck Clifton <cliftonc@netzero.net>; Marty Holbus <mholbus@hhmed.com>; John Rochelle <johndrochelle@comcast.net>; Sandie Dunn <sandiekdunn@icloud.com>; Karen Polansky <kkpolansky@gmail.com>; Joe Hart <bobnjoe@comcast.net>; Molly Bisbiglia <mbisbiglia@yahoo.com>; Tim and Melissa Wheeler <melissa.melcher88@gmail.com>; Al & Connie Striplen <al_striplen@gmx.com>; Chuck/Linda Olmstead <ttocs916@aol.com>; Mary & Scott Bistransky <slb69@comcast.net>; Dave&Patti Imrie <imrieplbg@gmail.com>; Bill&Nancy Whitaker <whitakn@comcast.net>; Susan&Jack Ferguson <susieferguson@comcast.net>

Sent: Tuesday, October 27, 2020, 12:35:49 PM PDT

Subject: Re: Garbage And Waste increase

Dear Neighbors

I stand corrected on this email (at least partially). The Board of Supervisors did pass the resolution for the County Staff to move forward with this proposal to raise rates for trash, recycling and green waste pickup.

However, that resolution just directed the staff to initiate the process of getting public input to the Board prior to the Board finalizing the rate proposal.

Attached is a copy of the flyer we all received. **Note the process for giving the county input prior to Dec. 8, 2020 by email, mail or phone.**

The more input from ratepayers to not increase rates with this proposal the better chance we have to make a change.

Dick

<https://wmr.saccounty.net/Documents/Prop 218 Mailer Web Version FINAL 10-2-20.pdf>

On Oct 23, 2020, at 10:33 AM, Dick Barbar <dickbarbar@icloud.com> wrote:

This resolution passed by the board on 9/22. I sure missed it.

Take a look. Second cans for green waste and recycling will now be charged (Jan 21 for GW).

But we'll still get the street swept.

<https://wmr.saccounty.net/Documents/Prop%20218%20Current%20vs%20Proposed%20Residential%20Rate%20Comparison.pdf>

<Prop 218 Current vs Proposed Residential Rate Comparison.pdf>

ITEM 40 BOS PUBLIC COMMENT 010

From: [Conde-Ortiz, Terri](#)
To: [Bishop, Amanda](#)
Subject: FW: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase
Date: Monday, November 30, 2020 12:56:22 PM
Attachments: [image001.png](#)

Another one

Terri Conde-Ortiz
Supervisor Peters-District 3
700 H Street, Suite 2450
Sacramento, CA 95814
916-874-5471



From: Susan Peters <SusanPeters@saccounty.net>
Sent: Monday, November 30, 2020 12:41 PM
To: Sarah K. J. Bain <sarahkjensen@gmail.com>
Cc: McCarthy-Olmstead, Vanessa <McCarthy-OlmsteadV@saccounty.net>; Conde-Ortiz, Terri <conde-ortizt@saccounty.net>
Subject: RE: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase

Dear Ms. Bain,

Supervisor Susan Peters is scheduled to be on a series of telephone conference calls today so she asked me to monitor her email inbox and reply on her behalf.

The Board of Supervisors will be holding a public hearing on the proposed rate increase in December. I will make sure she sees your email. You and your neighbors can also voice your concern to the entire Board at the meeting which will probably be held virtually due to the public health emergency. Also people can send a written comment to BoardClerk@saccounty.net or call 916-875-2500 to make a verbal comment during the hearing on December 8, 2020 at 2:00 p.m.

Please note if written protests are submitted by a majority of customers, the proposed rate increase will not be implemented in accordance with rules established under the process passed by the voters in 1996 set forth by Proposition 218. However, that process establishes that written protest must be received by the December 8th public hearing and the written protest must include the customer's name and service address and be submitted by the property owner or the customer of record of the Sacramento County Department of Waste Management and Recycling. Again the protest must be submitted in writing. E-mail, faxed, or photocopied letters cannot be accepted. The written protest must be sent to

County of Sacramento
P.O. Box 279420
Sacramento, CA 95827-9420

While the County must charge all customers the same rate for the same service, the County is able to offer to low-income customers monthly rebates through the Solid Waste Lifeline Rate Assistance Program. For those individuals in challenging situations caused by the pandemic, I hope you will pass along that information and persons facing such hardship can contact Consolidated Utilities Billing and Service at 916-875-5555 to see if they qualify.

Thank you for the opportunity to share the above information.

Howard Schmidt
Chief of Staff to Supervisor Susan Peters

From: Sarah K. J. Bain <sarahkjensen@gmail.com>

Sent: Monday, November 30, 2020 8:16 AM

To: Susan Peters <SusanPeters@saccounty.net>

Cc: Schmidt. Howard <SchmidtH@saccounty.net>; McCarthy-Olmstead. Vanessa <McCarthy-OlmsteadV@saccounty.net>; Conde-Ortiz. Terri <conde-ortizt@saccounty.net>

Subject: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Dear Supervisor Peters,

I am contacting you on behalf of myself, my family, my friends and my neighbors who reside in your district, and my community, to ask you to please vote NO at the December 8, 2020, 2:00 PM Board of Supervisors meeting/public hearing regarding the Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase (Agenda Number TBD).

Attached, please find a summary highlighting issues and concerns regarding the Proposed Rate Increase for Sacramento County's solid waste curbside collection. I apologize for its length, but there are many problems with the current proposal. I realize that you are busy, and I want to make sure you were given sufficient time to review the summary and attached reference materials, which provide Sacramento County's information (and misinformation) discussed in the argument, so that you can cast an informed vote. I read your impressive biography posted on Sacramento County's website and know that you will exercise sound judgment when deciding that this rate increase, as currently proposed, shall not pass.

While a rate increase is justified, this proposed rate increase attempts too much. I urge you to DENY the Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase.

Thank you for your time and support and for being a community voice.

Respectfully,

Sarah Bain

ITEM 40 BOS PUBLIC COMMENT 011

From: [Bishop, Amanda](#)
To: [Bishop, Amanda](#)
Subject: FW: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase
Date: Monday, November 30, 2020 12:58:27 PM
Attachments: [COSBOS 12-8-20 Hearing Comment \(with Reference Material\).pdf](#)
[image001.png](#)

From: Conde-Ortiz, Terri <conde-ortizt@saccounty.net>
Sent: Monday, November 30, 2020 11:25 AM
To: Bishop, Amanda <bishopa@saccounty.net>
Subject: FW: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase

Thanks,

Terri Conde-Ortiz
Supervisor Peters-District 3
700 H Street, Suite 2450
Sacramento, CA 95814
916-874-5471



From: Sarah K. J. Bain <sarahkjensen@gmail.com>
Sent: Monday, November 30, 2020 8:16 AM
To: Susan Peters <SusanPeters@saccounty.net>
Cc: Schmidt, Howard <SchmidtH@saccounty.net>; McCarthy-Olmstead, Vanessa <McCarthy-OlmsteadV@saccounty.net>; Conde-Ortiz, Terri <conde-ortizt@saccounty.net>
Subject: Please vote NO on December 8, 2020, regarding Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Dear Supervisor Peters,

I am contacting you on behalf of myself, my family, my friends and my neighbors who reside in your district, and my community, to ask you to please vote NO at the December 8, 2020, 2:00 PM Board of Supervisors meeting/public hearing regarding the Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase (Agenda Number TBD).

Attached, please find a summary highlighting issues and concerns regarding the Proposed Rate Increase for Sacramento County's solid waste curbside collection. I apologize for its length, but there are many problems with the current proposal. I realize that you are busy, and I want to make sure you were given sufficient time to review the summary and attached reference materials, which provide Sacramento County's information (and misinformation) discussed in the argument, so that you can cast an informed vote. I read your impressive

biography posted on Sacramento County's website and know that you will exercise sound judgment when deciding that this rate increase, as currently proposed, shall not pass.

While a rate increase is justified, this proposed rate increase attempts too much. I urge you to DENY the Sacramento County Department of Waste Management and Recycling's Proposed Rate Increase.

Thank you for your time and support and for being a community voice.

Respectfully,

Sarah Bain

Sarah K. J. Bain 3956 Brule Court, Sacramento CA 95821 ♦ 916-482-1923 ♦ sarahkjensen@gmail.com

November 20, 2020

Agenda Item: Sacramento County Department of Waste Management and Recycling's
Solid Waste Curbside Collection Proposed Rate Increase

Agenda Item Number: TBD

Public Hearing Date: December 8, 2020

Public Hearing Time: 2:00 PM

Public Hearing Location: Sacramento County Administration Center
Board of Supervisors Chambers
700 H Street
Sacramento, CA 95814

This serves as a public comment to oppose the proposed rate increase for solid waste curbside collection by Sacramento County Department of Waste Management and Recycling.

INTRODUCTION

In accordance with Proposition 218, Sacramento County Department of Waste Management and Recycling (SCDWMR) sent a Customer Notification Flyer (CNF) and Customer Notification Postcard (CNP) to inform property owners and customers of record that a proposed rate increase is being considered. Notice was given to property owners and customers to allow them the opportunity to oppose the proposed rate increase so it is not implemented.

SUMMARY OF PROPOSED RATE INCREASE

The County is committed to providing reliable services at the lowest possible rates. (CNF) The County currently provides a standard level of service that includes weekly curbside collection of residential garbage; bi-weekly collection of green waste and recyclables (with weekly green and food waste collection starting January 1, 2022); weekly curbside collection of used motor oil, oil filters, and used cooking oil; once per calendar year pickup of bulky waste by appointment; monthly street sweeping; collection of illegal dumping; and Household Hazardous Waste drop-off service. (CNF)

The proposed rate increase will offset the cost to process recyclables and green waste collected curbside; cover costs to collect residential food waste with green waste weekly, beginning January 1, 2022, as mandated by State law; and offset rising costs for labor, services supplies, and equipment maintenance. (CNF) The proposed increase to the County's monthly residential solid waste rates for the standard level of service includes one (1) recycling cart and one (1) green waste cart. (CNF)

ISSUE

Whether SCDWMR's Solid Waste Curbside Collection Proposed Rate Increase should be implemented?

ARGUMENT

The SCDWMR's Solid Waste Curbside Collection Proposed Rate Increase should NOT be implemented. The proposed rate increase is unfair and unreasonable, reduces the standard level of service, is based on a biased study, misleads and misinforms SCDWMR's customers, offers an ineffective assistance program, and is ill-timed for the community. The rate increase, as currently proposed, imposes a significant burden on Sacramento County property owners and SCDWMR customers.

1. The proposed rate increase is unfair and unreasonable to SCDWMR customers.

A. It is unfair to require SCDWMR customers to immediately and simultaneously assume SCDWMR's past debt AND cover future costs.

The SCDWMR is requesting the residential rates be increased for the first time in ten (10) years, as residential solid waste collection services are operating at a loss, and reserves are being used to make up the difference.

(<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) Inflation has increased 30 percent, new services have been added to the County's operations, the cost to divert our recycling has increased, and new State legislation has significantly increased the County's current and future operating costs and capital project needs. (CNF) Rates are being increased to offset the rising cost of doing business since 2010 due to inflation; the increased cost to process recyclables and green waste collected at the curb; the cost to increase collection of residential food and green waste (organics) from bi-weekly to weekly beginning in 2022 in order to comply with new State law mandating the diversion of food waste away from the landfill; the cost of a new transfer building at our North Area Recovery Station (NARS) for the handling of residential organics and the growing volume of garbage; and the cost to continue providing monthly residential street sweeping. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

This proposed increase is unfair to SCDWMR customers, because it includes covering past debt, current costs, and future costs and needs. It is unfair to demand that SCDWMR customers immediately assume full payments for the poor decision-making that allowed the past debt to build rather than increase rates in a timely manner. The rate increases only occur at the request of SCDWMR, which is responsible for "enhanc[ing] the quality of life in the unincorporated areas within Sacramento County by providing: solid waste management and recycling programs **in a fiscally responsible manner**, public and employee health and safety; stewardship of our natural resources and environment, **consumer protection**, and **outstanding customer service**." (SCDWMR's Mission, <https://wmr.saccounty.net/Pages/default.aspx>) SCDWMR violated its own mission by allowing solid waste collection services to operate at a loss for almost ten (10) years. Allowing a business to continue operating at a loss is not fiscally responsible. Operating a business at a continued loss goes against consumer protection which safeguards buyers of goods and services, and the public, against unfair practices in the marketplace. It is not providing outstanding customer service to fail to charge a reasonable rate to provide reliable services and increasing that rate as necessary to provide the reliable services. SCDWMR failed its customers by waiting too long to increase rates. Now, the current cost of operating exceeds the rates charged to SCDWMR customers. Future costs and needs to comply with State law only exacerbate the problem. SCDWMR created a rate hike that will leave its customers in the lurch to cover the major increase in rates it proposed, especially at the first step of the increase which is effective February 1, 2021, which is only three (3) months away. SCDWMR is requiring its customers to cover its past debt and future costs immediately and simultaneously. If SCDWMR would have increased rates in a timely

manner to keep up with the cost of inflation, then then the increase necessary to cover the future costs would not sting so hard.

B. The amount of the proposed increase is unreasonable.

SCDWMR provides a table that sets forth the proposed adjustments to its month residential solid waste rates for the standard level of service. (CNF; <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

Garbage Cart Size	Current Rates (July 1, 2010)	February 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
30 gallon	\$19.95	\$30.37	\$31.69	\$33.69	\$35.14	\$36.38
60 gallon	\$23.55	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34
90 gallon	\$30.76	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43

Extra Carts	Current Rates (July 1, 2010)	February 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Green Waste*	\$2.00	\$2.00	\$8.40	\$11.15	\$11.70	\$12.15
Recycling	No Charge	\$5.25	\$5.50	\$5.65	\$5.85	\$6.05

(Remainder of page intentionally left blank.)

Below is a table that sets for the amount of each increase as it is “phased-in” over a four (4) year period. The table also shows the percent (%) increase from the current rate. Rates are per month of service.

Garbate Cart	Current Rate	Feb. 1, 2021	Jul. 1, 2021	Jul. 1, 2022	Jul. 1, 2023	Jul. 1, 2024	TOTAL
30-gallon	\$19.95	\$30.37	\$31.96	\$33.69	\$35.14	\$36.38	
Fee increase (\$)		\$10.42	\$1.59	\$1.73	\$1.45	\$1.24	\$16.43
% increase		52.24%	60.20%	68.87%	76.14%	82.36%	
60-gallon	\$23.55	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34	
Fee increase (\$)		\$13.41	\$1.69	\$1.81	\$1.56	\$1.32	\$19.79
% increase		56.94%	64.12%	71.70%	78.43%	84.03%	
90-gallon	\$30.76	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43	
Fee increase (\$)		\$13.79	\$1.83	\$1.92	\$1.69	\$1.44	\$20.67
% increase		44.83%	50.78%	57.02%	62.52%	67.20%	
Additional Carts							
Recycle Cart	FREE	\$5.25	\$5.50	\$5.65	\$5.85	\$6.05	
Fee increase (\$)		\$5.25	\$0.25	\$0.15	\$0.20	\$0.20	\$6.05
% increase		52500%**	55000%**	56500%**	58500%**	60500%**	
Green Waste	FREE	FREE	\$8.40*	\$11.15	\$11.70	\$12.15	
Fee increase (\$)			\$8.40	\$2.75	\$0.55	\$0.45	\$12.15
% increase			84000%**	111500%**	117000%**	121500%**	
*Effective on or after Jan. 1, 2022							
** FREE defined/valued at \$0.01 for comparison purposes							

After the proposed rate is implemented, the rate for the subscription for a 30-gallon garbage cart would increase from \$19.95 to \$30.37, then to \$31.96, then to \$33.69, then to \$35.14, and then to \$36.38 per month. The amounts of the increases for the 30-gallon cart are \$10.42, \$1.59, \$1.73, \$1.45, and \$1.24. The total overall increase in the rate for a 30-gallon cart is \$16.43 per month (an annual increase of \$197.16), which is an 82 percent (%) increase of the current rate. After the proposed rate is implemented, the rate for the subscription for a 60-gallon cart would increase from \$23.55 to \$43.34 per month, an increase in the amount of \$19.79 (an increase of \$237.48 per year) which is an 84 percent (%) increase of the current rate. After the proposed rate is implemented, the rate for the subscription for a 90-gallon cart would increase from \$30.76 to \$51.43 per month, an increase in the amount of \$20.67 (an increase of \$248.04 per year), which is a 67 percent (%) increase of the current rate. After the proposed rate is implemented, the rate for an additional recycle cart would increase from \$FREE to \$6.05 per month, an increase in the amount of \$6.05, which is a 60500 percent (%) increase of the current rate. After the proposed rate is implemented, the rate for an additional green waste cart would increase from \$FREE to \$12.15 per month, an increase in the amount of \$12.15, which is a 121500 percent (%) increase of the current rate. The amounts that the proposed rate increases are significant and unreasonable. Further, the first increase is the largest increase per rate, \$10-14 depending on the size of the garbage cart, with the additional increases between \$1 and \$2. The initial increase is too much of an increase at one (1) time. If the

proposed rate is implemented, the initial increase goes into effect within three (3) months, meaning the SCDWMR customers bear the brunt of the proposed increase immediately rather than the gradual increase it should have been had SCDWMR raised its rates in a timely manner. SCDWMR should increase the rate more gradually over time to allow its customers a better chance to adapt to and meet their obligations under its proposed rate increase. SCDWMR did not do its customers any favors by failing to increase the rates since 2010, yet SCDWMR touts it like it did, claiming it is “committed to providing reliable service at the lowest possible rates.” (CNF; <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) Instead, SCDWMR provided service at insufficient rates. Now it wants its customers to make up the difference after ten (10) years, beginning in three (3) months, which is unreasonable.

2. The proposed rate increase reduces the standard level of service.

The County currently provides a standard level of service that includes weekly curbside collection of residential garbage; bi-weekly collection of green waste and recyclables (with weekly green and food waste collection starting January 1, 2022); weekly curbside collection of used motor oil, oil filters, and used cooking oil; once per calendar year pickup of bulky waste by appointment; monthly street sweeping; collection of illegal dumping; and Household Hazardous Waste drop-off service. (CNF) Under the proposed rate increase, SCDWMR will implement a new rate structure where: customers will pay for services based on the size of the garbage cart; one recycle cart and one green cart waste cart, up to 90 gallons each, will be part of the service; additional recycling carts will be charged an extra fee (a change from the old structure where all recycling carts were provided at no additional charge); additional green carts will be charged an extra fee (but not collected until on or after January 1, 2022; a change from the old structure where two green waste carts were provided at no additional charge); beginning in 2002, green waste and food waste (organics) collection frequency will be increased from every other week to weekly; and all other services provided will not change. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

First, customers already pay for the standard level of services based on the size of the garbage cart - that is not a change. Also, one recycle cart and one green waste cart are already included in the standard level of service – that is also not a change. The services that are changing if the proposed rate is implemented are 1) that additional recycling and green waste carts will no longer be provided at no additional charge and 2) that the frequency of collection of green waste will increase from every other week to weekly. Only two (changes) are actually being implemented. All other services provided will not change.

Discontinuing the use of additional recycling carts and green waste bins at no additional charge discourages customers to continue recycling and maintaining their yards. SCDWMR admits that the cost to process recyclables and green waste collected at the curb and that the cost to divert our recycling has increased. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>; CNF) Customers have become dependent upon their additional recycling and green waste carts and have established their waste management routines around them. SCDWMR has even imposed rules for sorting residential waste. (<https://wmr.saccounty.net/Pages/Curbside-Garbage-Collection.aspx>) Requiring a fee for additional recycling and green waste carts now is essentially a reduction in services. The additional fee on top of the proposed rate increase will cause customers to stop sorting their waste, sending more recycling to the landfill. If the customer’s recyclables do not fit into the one (1) included recycle cart, then any overage will be placed in the garbage. This is not good for the environment. SCDWMR promises to provide “public and employee health and safety” and “stewardship of our natural resources and environment.” (SCDWMR’s Mission, <https://wmr.saccounty.net/Pages/default.aspx>) The failure to protect our environment threatens public health and safety and directly conflicts with the stewardship of our natural resources and environment.

Increasing the frequency of collection for green waste and food waste (organics) from every other week to weekly will not affect the number of carts used per household. The number of green waste carts per household is determined by the size of the property. Customers are currently accustomed to having their yard clippings collected every other week and have made accommodations so that their yard maintenance needs conform to the limitation of the two (2) included green waste carts. Requiring a fee for the second green waste cart, which is currently provided at no additional charge, is essentially a reduction in services, despite the fact that the frequency of collection will increase. SCDWMR's reasoning that decreasing the number of included green waste carts by one-half (1/2) and doubling the frequency of collection is flawed. It does not account for the increase in organic contents due to food waste that must be sorted with green waste beginning January 1, 2022. This will force SCDWMR customers to use a second green waste cart and incur the additional fee, just so there is room to correctly sort the food waste into the green waste cart. This will further frustrate SCDWMR customers who are already resistant to having to sort their waste in a new way and will deter compliance.

3. The rate study that serves as the basis for the proposed rate increase is biased.

SCDWMR hired a third party expert to conduct a comprehensive rate study of the residential solid waste curbside collection services provided by SCDWMR. (CNF) The study analyzed SCDWMR's solid waste costs and corresponding service levels based on fiscal year 2020 data and developed a cost of service model to determine a fair-share allocation of costs to customers. (CNF) Using this model, projected future costs were allocated to develop rates that will generate the revenue needed to fund the delivery of safe, reliable, and high quality residential curbside collection services. (CNF)

SCDWMR claims the third party expert who conducted the rate study was independent. (CNF) However, SCDWMR hired HF&H Consultants, LLC. The purpose of the study was to establish justification to increase rates that were already known to be too low and to determine the increase needed to correct the operating loss and cover new costs. The purpose of the study states that the main purpose of the report is to document that the proposed rates comply with relevant California law and that another key purpose is "to ensure that the rates generate sufficient revenue to fund the County's operating and capital costs as well as to maintain an adequate Fund Balance." (HF&H Consultants, LLC, County of Sacramento Residential Waste Rate Study and Financial Plan, October 6, 2020, Page 6, <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) This relationship between SCDWMR and the expert created bias. HF&H relied on operating and financial data from SCDWMR and did not independently verify it. (HF&H Consultants, LLC, County of Sacramento Residential Waste Rate Study and Financial Plan, October 6, 2020, Page 1, <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) Therefore, the rate study was limited and one-sided. The business practices of SCDWMR also needed to be studied to ensure that there is not a mismanagement of funds and continued bad decision-making which initially caused SCDWMR to operate at a loss, requiring reserves to be used to make up the difference. The reserves, or the Fund Balance, maintained by SCDWMR has four (4) components: 1) working capital (funding for daily operations); 2) capital equipment and projects (funding for equipment, buildings, landfill module development); 3) regulatory reserves (closure and post-closure funding for the final closure of SCDWMR's landfills and wetlands preservation fund); and 4) debt coverage reserves for debt financing of capital improvements. (HF&H Consultants, LLC, County of Sacramento Residential Waste Rate Study and Financial Plan, October 6, 2020, Page 12, <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) Since 2010, the Fund Balance has been used to make up where the current solid waste curbside collection rates fall short in covering SCDWMR's current operating costs, which would make it a fifth component of the Fund Balance. The Fund Balance may not have been intended to cover the deficit due to insufficient

collection rates, but its continued use and application for that purpose for almost a decade has expanded it to include that component.

Additionally, HF&H conducted its study during an atypical year due to COVID-19; people spent more time at home and generated more waste than per usual, when they would normally spend the time at work or school. This data would wrongly appear as an increase in collection volume since most people do not usually spend as much time at home as they have done this year to comply with the State's Stay at Home Order and to help protect themselves and their community from the spread of COVID-19. The 2020 data should be given special consideration as it is not the norm. SCDWMR customers should not be penalized for complying with the State's Stay at Home Order.

4. The proposed rate increase rate comparison is misleading and misinforms SCDWMR customers.

SCDWMR is committed to providing reliable service at the lowest possible rates. (CNF; <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) The rates for SCDWMR customers are very competitive with other garbage/recycling rates in the area. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) SCDWMR customers currently pay less for garbage and recycling services than residents in nearby cities. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) SCDWMR rates will still be competitive with other garbage/recycling rates in the area if the proposed rates are approved. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

SCDWMR's proposed rate increase increases five (5) times as it is phased in over a four (4) year period. In its rate comparison, SCDWMR compares the rate after just the first rate increase with the rates charged by nearby cities. This misleads and misinforms SCDWMR's customers into thinking that the rate that they are comparing is the final rate after all the increases proposed are in effect. In fact, the rate will increase four (4) more times. If SCDWMR truly believed the proposed rate increase ended with competitive rates, it would compare the final rate with the rates charged by nearby cities. The average of the other garbage/recycling rates for seven (7) cities in the area is \$31.33 (60-gallon cart). (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>) After the first increase if the proposed rate increase is approved, the rate for comparable garbage/recycling service (60-gallon cart) provided by SCDWMR would be \$36.96. After all the increases for the proposed rate increase are phased in over a four (4) year period, SCDWMR's rate for comparable services is \$43.34. With a steep difference of \$12 over the average of the neighboring rates, it does not look like SCDWMR is still committed to providing reliable services at the lowest possible rates. If the proposed rate increase yielded the lowest possible rates, SCDWMR would be more forthcoming about the rate comparison and not try to trick its customers into thinking the comparison of the rate reflecting only part of the increase is the final rate. It is misleading and misinforming.

5. The Solid Waste Lifeline Rate Assistance Program is insufficient.

SCDWMR understands that rate increases can be challenging for customers on fixed incomes. (CNF) SCDWMR must charge all customers the same rate for the same service. (CNF) Low-income customers are offered monthly rebates through the Solid Waste Lifeline Rate Assistance Program. (CNF) Low-income customers who qualify are currently eligible to receive up to \$60 per year in rebates on their garbage and recycling bill. (<https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

The assistance offered by SCDWMR should be increased in proportion to the rate increase. SCDWMR did not change its assistance program to reflect the proposed rate increase. Low-income

customers who qualify are eligible to receive up to \$60 per year in rebates on their garbage and recycling bill – that would be a reduction of \$5 per month. Depending on the size of the garbage cart, the first increase alone under the proposed rate increase is \$10.42 (30-gallon), \$13.41 (60-gallon) and \$13.70 (90-gallon) in addition to the current rate paid. Low-income customers are paying the current rate less \$5 per month. The first increase under the proposed rate increase is too much of an increase for low-income customers, not to mention the total rate once all increases are applied. The assistance program is insufficient and needs to be revised under the proposed rate increase. SCDWMR ignored this issue.

6. The proposed rate increase is ill-timed.

The rate study analyzed SCDWMR’s solid waste costs and corresponding service levels based on fiscal year 2020 data and developed a cost of service model to determine a fair-share allocation of costs to customers. (CNF) The County of Sacramento Residential Waste Rate Study and Financial Plan report was dated October 6, 2020. (HF&H Consultants, LLC, County of Sacramento Residential Waste Rate Study and Financial Plan, October 6, 2020, Cover Page, <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>)

This year, 2020, the COVID-19 pandemic has created extreme hardships. The way people work, live, learn, shop, and socialize has been turned upside down. Many people have lost their jobs or suffered severe decreases in income as a result. Due to government orders, people have been ordered to stay at home, increasing their costs of living as they use more utilities in order to work from home and/or complete distanced learning – costs that otherwise would have been the obligation of their employer or school. People are already incurring additional costs at a time when they are struggling to make ends meet. Approving the SCDWMR’s proposed rate increase at this time is inconsiderate of and insensitive to the situation. This proposed rate increase cannot be considered in a vacuum. Consideration must be given to the customer’s ability to pay. What does SCDWMR propose to do when its customers cannot afford its new rates?

Further, if SCDWMR prices out its customers, they will seek other ways to dispose of their residential waste – illegal dumping or burning, which is a hazard to the environment and public health and safety. Without affordable garbage collection services, there is a risk that customers or customer’s tenants will allow garbage to collect on their properties which would pose health issues. SCDWMR’s proposed rate does not consider the impact it will have on its customers and that increasing the rate does not guarantee that the all customers are able to pay it.

CONCLUSION

SCDWMR’s proposed rate increase is unfair, unreasonable, reduces the standard level of service, is based on a biased study, misleads and misinforms SCDWMR’s customers, offers an ineffective assistance program, and is ill-timed for the community. The rate increase, as currently proposed, imposes a significant burden on Sacramento County property owners and SCDWMR customers and should not be implemented.

Respectfully submitted,



Sarah K.J. Bain

Property Owner in Sacramento County

REFERENCE MATERIALS

1. Sacramento County Department of Waste Management and Recycling Customer Notification Flyer (CNF), available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>
2. Sacramento County Department of Waste Management and Recycling Customer Notification Postcard (CNP), available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>
3. Sacramento County Department of Waste Management and Recycling Home Page, available to view at <https://sacgreenteam.com>
4. Sacramento County Department of Waste Management and Recycling Website Page regarding Residential Curbside Collection Rates & Fees, available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>
5. County of Sacramento Adopted Rates for Residential Solid Waste Collection Services Effective July 1, 2010, available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>
6. County of Sacramento Recommended Residential Rates Schedule Effective February 1, 2021, July 1, 2021, 2022, 2023, 2024 for Residential Solid Waste Collection Services, available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>
7. Sacramento County Department of Waste Management and Recycling Curbside Collection Services Brochure, available to view at <https://wmr.saccounty.net/Pages/Curbside-Garbage-Collection.aspx>
8. County of Sacramento Residential Solid Waste Rate Study and Financial Plan, available to view at <https://wmr.saccounty.net/Pages/ResidentialCurbSideCollection.aspx>

SOLID WASTE CURBSIDE COLLECTION

NOTICE OF PROPOSED RATE INCREASE AND PUBLIC HEARING DATE

The Sacramento County Department of Waste Management and Recycling is proposing a solid waste rate increase for residential customers. You are receiving this notice in compliance with Proposition 218, which requires the County to inform property owners and the customer of record that a proposed rate increase is being considered; the amount of the proposed rate increase; the reasons for the proposed increase; and, the basis on which the proposed rates were calculated.

The County is committed to providing reliable service at the lowest possible rates. The County currently provides the following services, all of which are considered the standard level of service:

- Weekly curbside collection of residential garbage
- Bi-weekly collection of green waste and recyclables, with weekly green and food waste collection starting on January 1, 2022
- Weekly curbside collection of used motor oil, used oil filters, and used cooking oil
- Once per calendar year pickup of bulky waste by appointment
- Monthly street sweeping
- Collection of illegal dumping
- Household Hazardous Waste drop-off service

HOW YOUR RATES COMPARE

CITY OF SACRAMENTO	\$42.59
COUNTY OF SACRAMENTO (PROPOSED)	\$36.96
CITY OF FOLSOM	\$30.00

The rates above compare the rate charged for one 60-gallon garbage cart serviced weekly, including green waste and recycling service, to rates currently charged for similar service in other jurisdictions.

Since July 2010, the County has not raised its residential solid waste curbside collection rates. However, inflation has increased 30 percent, new services have been added to the County's operations, the cost to divert our recycling has increased, and new State legislation has significantly increased the County's current and future operating costs and capital project needs.

HOW RATES WERE CALCULATED

An independent, third party expert conducted a comprehensive rate study of the residential solid waste curbside collection services provided by the County. The study analyzed the County’s solid waste costs and corresponding service levels based on fiscal year 2020 data and developed a cost of service model to determine a fair-share allocation of costs to customers. Using this baseline model, projected future costs were allocated to develop rates that will generate the revenue needed to fund the delivery of safe, reliable, and high quality residential curbside collection services. A copy of the study is available at SacGreenTeam.com.

IF APPROVED, THE PROPOSED RATE INCREASE WILL:

- Offset the cost to process recyclables and green waste collected curbside.
- Cover costs to collect residential food waste with green waste weekly, beginning January 1, 2022, as mandated by State law.
- Offset rising costs for labor, services and supplies, and equipment maintenance.

PROPOSED RATE INCREASE

The following table sets forth the proposed adjustments to the County’s monthly residential solid waste rates for the standard level of service. This includes one recycling cart and one green waste cart.

Garbage Cart	Current Rate	Feb 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
30-gallon	\$19.95	\$30.37	\$31.96	\$33.69	\$35.14	\$36.38
60-gallon	\$23.55	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34
90-gallon	\$30.76	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43
Additional Carts (up to 90-gallon)		Feb 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Recycle Cart		\$5.25	\$5.50	\$5.65	\$5.85	\$6.05
Green Waste Cart			\$8.40*	\$11.15	\$11.70	\$12.15
*Effective on or after January 1, 2022						

SOLID WASTE LIFELINE RATE ASSISTANCE PROGRAM

We understand that rate increases can be challenging for our customers on fixed incomes. By law, we must charge all our customers the same rate for the same service. However, we are able to offer our low-income customers monthly rebates through our Solid Waste Lifeline Rate Assistance Program.

For more information or to see if you qualify, please contact Consolidated Utilities Billing and Service at **916-875-5555**.

HOW TO PROTEST THIS RATE INCREASE

If you oppose the proposed rate increase, your protest must be submitted in writing to be considered, even if you plan to participate in the public hearing.

If written protests are submitted by a majority of customers, the proposed rate increase will not be implemented. Your written protest must be received by the December 8th public hearing.

Send written protests to: **County of Sacramento**
P.O. Box 279420
Sacramento, CA 95827-9420

Protests must include the customer's name and service address. Protests must be submitted by the property owner or a customer of record of the Sacramento County Department of Waste Management and Recycling. Sacramento County requires protests to be submitted in writing. E-mail, faxed, or photocopied letters will not be accepted.

PARTICIPATING IN THE PUBLIC HEARING

The Sacramento County Board of Supervisors will be holding a public hearing on the proposed rate increase. If you would like to voice your opinion on this matter, you may send a written comment to BoardClerk@saccounty.net or call 916-875-2500 to make a verbal comment during the hearing on:

December 8, 2020 at 2:00 p.m.

Sacramento County Administration Center, Board Chambers,
700 H Street, Sacramento, CA 95814

Detailed instructions for commenting are available at the Board of Supervisors Public Meetings webpage.



For more information, contact: Consolidated Utilities Billing and Service at 916-875-6668, visit SacGreenTeam.com, or scan the QR code.





CONSOLIDATED UTILITIES BILLING AND SERVICE

9700 GOETHE ROAD, SUITE C

SACRAMENTO, CA, 95827-3561

YOUR PARTNER IN PROTECTING OUR ENVIRONMENT SINCE 1968

SacGreenTeam continues to provide high quality, essential services to you, our valued customer.



Printed on
Recycled Paper

LAST YEAR, WE :

SERVICED
OVER
160,000
HOUSEHOLDS

EACH WEEK

COLLECTED

153,000
GARBAGE



37,000
RECYCLABLES



76,000
GREEN WASTE



**CURBSIDE COLLECTION
RATES ARE PROPOSED TO
INCREASE FOR THE FIRST
TIME SINCE JULY 1, 2010**

Over the last 10 years, we have seen:

- A 30% increase in inflation
- New State laws requiring weekly collection of green waste with food waste*
- Increased operational costs
- Mandatory upgrades to cleaner, low-emission vehicles
- Significant revenue losses due to the collapse of recycling markets

**Will begin on or after January 1, 2022*

SERVICED **46,000** BULKY WASTE PICKUP APPOINTMENTS

CLEANED **9,000** ILLEGALLY DUMPED PILES

OPERATED **128** RENEWABLE FUEL TRUCKS DAILY



The County Board of Supervisors will hold a Public Hearing on December 8, 2020 at 2:00 pm on the proposed rate increase. For more information, please contact Consolidated Utilities Billing and Service at 916-875-6668, visit SacGreenTeam.com, or scan the QR code.

Reference Item #2

Waste Management and Recycling



News & Updates

- › **Proposed Residential Rate Increase Notification:** The Department of Waste Management and Recycling is proposing to increase Residential Curbside Collection Rates effective February 1, 2021. Visit the [Residential Curbside Collection Rates & Fees](#) page for more information.
- › **New Facility Fees:** Effective November 1, 2020, there are new facility fees at the North Area Recovery Station and the Kiefer Landfill. Visit the [Facility Fees](#) page for more information.
- › **COVID Update:** All Department of Waste Management and Recycling's services and facilities are continuing to operate uninterrupted at this time. For information on Countywide services, visit [County Departments: What's Open/Closed/Modified](#). For Countywide COVID information, visit www.saccounty.net/COVID-19 for the most recent press releases and guidelines on COVID-19.
- › **Treated Wood Waste (fence posts, railroad ties, pilings, decking, etc.):** Effective January 1, 2021, treated wood waste, which is any wood that has been treated with chemical preservatives, will no longer be accepted for disposal at Kiefer Landfill and cannot be accepted at any County Facilities. This material will need to be managed as hazardous waste and transported to a Class I hazardous waste landfill for disposal. For more information, visit <https://dtsc.ca.gov/toxics-in-products/treated-wood-waste/>. Exemptions apply to treated wood waste that has been removed from electric, gas, or telephone service and that meets HSC 25143.1.5 requirements at Kiefer Landfill only.



How do I find my service day?

Never miss your curbside collection day!

With the SacGreenTeam mobile app, you can easily find your service calendar, sign up for collection reminders, report a missed service, and schedule a bulky waste pickup! In addition, the app has a "How do I get rid of..." feature that allows you to search a database of hundreds of household items and the proper way to dispose of them. The app is available to download in the app stores for both Apple and Android devices.

Select the icon below to download now!



How do I get rid of.....

Use the County's new tool to look up the name of a waste item and it will tell you how to recycle or dispose of it.

How do I schedule a Bulky Waste Pickup?

Go to the Residential Bulky Waste Pickup webpage to learn more about our program and to schedule an appointment.

Our Mission

To further enhance the quality of life in the unincorporated areas within Sacramento County by providing:

- › Solid waste management and recycling programs in a fiscally responsible manner
- › Public and employee health and safety
- › Stewardship of our natural resources and environment
- › Consumer protection
- › Outstanding customer service

Our Vision

To be an exceptional organization motivated to provide services that promote a clean and healthy environment for Sacramento County, where every employee is valued, and we are recognized as the premier provider of waste management and recycling services.

- › [Contact Us](#)
- › [Sign up for Sacramento County updates](#)
- › [Sign up for residential curbside collection reminders](#)
- › [Sign up for Sacramento County emergency alerts](#)

- › [My Services](#)
- › [Curbside Garbage](#)
- › [Curbside Recycling](#)
- › [Curbside Green Waste](#)
- › [Curbside Oil and Filters](#)
- › [Bulky Waste Pickup](#)
- › [Batteries, Paint, Etc](#)
- › [Backyard Composting](#)
- › [Street Sweeping](#)

RATES & FEES

- › [Residential Curbside Collection](#)
- › [Facilities](#)
- › [Conditionally Exempt Small Quantity Generators](#)

CONTACT US

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- › [Billing and Services](#)
- › [Report Illegal Dumping](#)
- › [Report Scavenging](#)
- › [Sign-up for Updates](#)

- › [Business and Commercial](#)
- › [Doing Business with Us](#)

FACILITIES

- › [Kiefer Landfill](#)
- › [North Area Recovery Station](#)
- › [Household Hazardous Waste Drop Off Centers](#)
- › [Local Disposal/Recycling Facilities](#)
- › [Certified C&D Debris Sorting Facilities](#)

RESOURCES

- › [Collection Calendar](#)
- › [How do I get Rid of...](#)
- › [FAQs](#)
- › [Learn at Home](#)
- › [Brochures, Forms, & Links](#)
- › [News & Updates](#)
- › [Local Haulers](#)

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Waste Management and Recycling

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Residential Curbside Collection Rates & Fees

Current Rates

- › [Residential Curbside Collection Current Rates](#)
- › [Rate Assistance Program](#)

Proposed Rate Increases

The Sacramento County Department of Waste Management and Recycling is proposing a solid waste rate increase for residential customers. The County is committed to providing reliable service at the lowest possible rates. Since July 2010, the County has not raised the residential curbside collection rates.

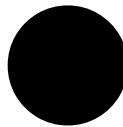
- › [Current and Proposed Rate Comparison](#)
- › [Customer Notification Flyer](#)
- › [Customer Notification Postcard](#)
- › [Rate Study](#)
- › [Board of Supervisor's Meeting 09-22-20 - Agenda Item 50](#)

Rate Increase Frequently Asked Questions

Why are my rates increasing?

For the first time in 10 years, the Department of Waste Management and Recycling is requesting that residential rates be increased. Currently, residential solid waste collection services are operating at a loss, and reserves are being used to make up the difference. Rates are being increased to offset the following:

- › The rising cost of doing business since 2010 due to inflation.
- › The increased cost to process recyclables and green waste collected at the curb.
- › The cost to increase collection of residential food and green waste (organics) from bi-weekly to weekly beginning in 2022, in order to comply with new State law mandating the diversion of food waste away from the landfill.
- › The cost of a new transfer building at our North Area Recovery Station (NARS) for the handling of residential organics and the growing volume of garbage.
- › The cost to continue providing monthly residential street sweeping services

Will my services change?**How much are my rates going up?****How do these proposed rates compare?****Haven't my rates recently increased?****Is there any financial assistance available?****What about my green waste exemption?****How do I protest the proposed rate increase?****How do I participate in the public hearing?****How do I get more information?**[Collection Calendar](#)

- › [How Do I Get Rid of...](#)
- › [Bulky Waste Pickup](#)
- › [Kiefer Landfill](#)
- › [North Area Recovery Station](#)
- › [Household Hazardous Waste Drop Off Centers](#)
- › [Report Illegal Dumping](#)
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Why are my rates increasing?



Will my services change?



If the residential rate increase is approved, the Department of Waste Management and Recycling will implement the following new rate structure:

- › Customers will pay for service based on the size of the garbage cart
- › One recycle cart and one green waste cart, up to 90 gallons each, will be part of that service
- › Additional recycling carts will be charged an extra fee. This is a change from the old structure where all recycling carts were provided at no additional charge
- › Additional green waste carts will be charged an extra fee. However, fees for a 2nd green waste cart will not be collected until on or after January 1, 2022. This is a change from the old structure where two green waste carts were provided at no additional charge
- › Beginning in 2022, green waste and food waste (organics) collection frequency will be increased from every other week to weekly
- › All other services provided to you will not change

How much are my rates going up?



How do these proposed rates compare?



Haven't my rates recently increased?



Is there any financial assistance available?



What about my green waste exemption?



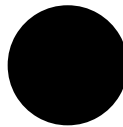
How do I protest the proposed rate increase?



How do I participate in the public hearing?



How do I get more information?



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Residential Curbside Collection Rates & Fees

Current Rates

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- › [Rate Assistance Program](#)

Proposed Rate Increases


The Sacramento County Department of Waste Management and Recycling is proposing a solid waste rate increase for residential customers. The County is committed to providing reliable service at the lowest possible rates. Since July 2010, the County has not raised the residential curbside collection rates.

- › [Current and Proposed Rate Comparison](#)
- › [Customer Notification Flyer](#)
- › [Customer Notification Postcard](#)
- › [Rate Study](#)
- › [Board of Supervisor's Meeting 09-22-20 - Agenda Item 50](#)

Rate Increase Frequently Asked Questions

Why are my rates increasing? 

Will my services change? 

How much are my rates going up? 

If approved, the proposed rate increase will be phased-in over a four-year period, as shown in the table below.

Standard Service Rates by Garbage Cart Size

Garbage Cart Size	Current Rates (July 1, 2010)	February 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
30 gallon	\$19.95	\$30.37	\$31.69	\$33.69	\$35.14	\$36.38
60 gallon	\$23.55	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34
90 gallon	\$30.76	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43

Each service subscription level above includes:

- › One cart for recycling (up to 90 gallons)
- › One cart for green waste (up to 90 gallons)






- › One bulky waste pick up per calendar year by appointment
- › Weekly curbside pick-up of used motor oil, used motor oil filters, and used cooking oil collected on your garbage day
- › Drop-off services for Household Hazardous Waste at several area facilities

Combined, these services are the standard level of service covered by the rates above.

Extra Carts	Current Rates (July 1, 2010)	February 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Green Waste*	\$2.00	\$2.00	\$8.40	\$11.15	\$11.70	\$12.15
Recycling	No Charge	\$5.25	\$5.50	\$5.65	\$5.85	\$6.05

*Currently, there is no charge for a second green waste cart. When collection frequency increases from bi-weekly to weekly, on or after January 1, 2022, the extra charge will apply to a second cart.

- How do these proposed rates compare? 
- Haven't my rates recently increased? 
- Is there any financial assistance available? 
- What about my green waste exemption? 
- How do I protest the proposed rate increase? 
- How do I participate in the public hearing? 
- How do I get more information? 



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Why are my rates increasing?



Will my services change?



How much are my rates going up?



How do these proposed rates compare?



Rates for Sacramento County Waste Management & Recycling Department customers are very competitive with other garbage/recycling rates in this area. County residents currently pay less for garbage and recycling services than residents of the cities of Davis, Folsom, Sacramento, and West Sacramento. If the proposed rates are approved, Sacramento County residents will still be competitive with other garbage and recycling rates in the area.

The following presents comparable rates per month per household for the standard level of service as of July 1, 2020 for other area jurisdictions:

- › City of Citrus Heights: \$22.15
- › City of Elk Grove: \$28.32
- › City of Davis: \$42.85
- › City of Folsom: \$30.00
- › City of Rancho Cordova: \$24.95
- › City of Sacramento: \$42.79
- › City of West Sacramento: \$28.28
- › County of Sacramento: \$23.55
(Proposed 2-1-21: \$36.96)

Haven't my rates recently increased?



Is there any financial assistance available?



What about my green waste exemption?



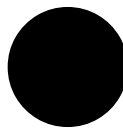
How do I protest the proposed rate increase?



How do I participate in the public hearing?



How do I get more information?

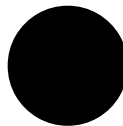


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- › [Bulky Waste Pickup](#)
- › [Kiefer Landfill](#)



Why are my rates increasing?	+
Will my services change?	+
How much are my rates going up?	+
How do these proposed rates compare?	+
Haven't my rates recently increased?	-
<p>Residential garbage and green waste rates have not been raised since 2010, and recycling has been provided at no charge to customers.</p> <p>However, there have been regular rate increases for other services shown on your consolidated County utility bill. For example, Sewer fees have increased steadily each year at an average rate of 3.6% per year (a total increase of 43% since 2010) and Water service fees (for metered accounts) have increased at an average rate of 3.2% each year (a total increase of 37% since 2010).</p>	
Is there any financial assistance available?	+
What about my green waste exemption?	+
How do I protest the proposed rate increase?	+
How do I participate in the public hearing?	+
How do I get more information?	+



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RESIDENTIAL

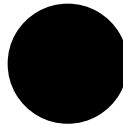
> [My Services](#)

BUSINESS & COMMERCIAL

> [Business and Commercial](#)



Why are my rates increasing?	+
Will my services change?	+
How much are my rates going up?	+
How do these proposed rates compare?	+
Haven't my rates recently increased?	+
Is there any financial assistance available?	-
<p>Our low-income customers are currently eligible to receive up to \$60 per year in rebates on their garbage and recycling bill.</p> <p>For more information on the Solid Waste Lifeline Rate Assistance Program, and to find out if you qualify, please contact Consolidated Utilities Billing and Service at 916-875-5555, Monday – Friday, 8:00 am – 4:30 pm.</p>	
What about my green waste exemption?	+
How do I protest the proposed rate increase?	+
How do I participate in the public hearing?	+
How do I get more information?	+



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- > [Curbside Garbage](#)
- > [Curbside Recycling](#)

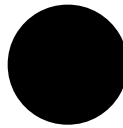
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FACILITIES



Why are my rates increasing?	+
Will my services change?	+
How much are my rates going up?	+
How do these proposed rates compare?	+
Haven't my rates recently increased?	+
Is there any financial assistance available?	+
What about my green waste exemption?	-
<p>Current, approved green waste exemptions will remain in effect until January 1, 2022, or until State mandated residential curbside organics (food waste and green waste) collection begins.</p>	
How do I protest the proposed rate increase?	+
How do I participate in the public hearing?	+
How do I get more information?	+



[Collection Calendar](#)

- > [How Do I Get Rid of...](#)
- > [Bulky Waste Pickup](#)
- > [Kiefer Landfill](#)
- > [North Area Recovery Station](#)
- > [Household Hazardous Waste Drop Off Centers](#)
- > [Report Illegal Dumping](#)
- > [Sign-up for Updates](#)

RESIDENTIAL

- > [My Services](#)
- > [Curbside Garbage](#)
- > [Curbside Recycling](#)
- > [Curbside Green Waste](#)
- > [Curbside Oil and Filters](#)

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FACILITIES

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Why are my rates increasing?



Will my services change?



How much are my rates going up?



How do these proposed rates compare?



Haven't my rates recently increased?



Is there any financial assistance available?



What about my green waste exemption?



How do I protest the proposed rate increase?



If you oppose the proposed rate increase, your protest must be submitted in writing to be considered, even if you plan to participate in the public hearing.

If a majority of parcel owners submit written protests, the proposed rate increase will not be implemented. Your written protest must be received prior to the public hearing on December 8, 2020, 2:00 p.m. Emails, faxes, or photocopied letters are not accepted.

Protests must include the parcel owner's name and service address. Written protests must be mailed to:

County of Sacramento
P.O. Box 279420
Sacramento, CA 95827-9420

How do I participate in the public hearing?



How do I get more information?




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Why are my rates increasing? 

Will my services change? 

How much are my rates going up? 

How do these proposed rates compare? 

Haven't my rates recently increased? 

Is there any financial assistance available? 

What about my green waste exemption? 

How do I protest the proposed rate increase? 

How do I participate in the public hearing? 

The Sacramento County Board of Supervisors will hold a public hearing on the proposed rate increases on December 8, 2020, 2:00 PM at the Sacramento County Administration Center in the Board of Supervisors Chambers, 700 H Street, Sacramento, CA 95814.

To voice your opinion on this matter, you may send written comments to BoardClerk@saccounty.net, or call 916-875-2500 to make a verbal comment during the hearing on December 8, 2020, at 2:00 p.m.

How do I get more information? 



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Waste Management and Recycling

[Home](#)

Residential Curbside Collection Rates & Fees

Current Rates

- › [Residential Curbside Collection Current Rates](#)
- › [Rate Assistance Program](#)

Proposed Rate Increases

The Sacramento County Department of Waste Management and Recycling is proposing a solid waste rate increase for residential customers. The County is committed to providing reliable service at the lowest possible rates. Since July 2010, the County has not raised the residential curbside collection rates.

- › [Current and Proposed Rate Comparison](#)
- › [Customer Notification Flyer](#)
- › [Customer Notification Postcard](#)
- › [Rate Study](#)
- › [Board of Supervisor's Meeting 09-22-20 - Agenda Item 50](#)

Rate Increase Frequently Asked Questions

Why are my rates increasing?	+
Will my services change?	+
How much are my rates going up?	+
How do these proposed rates compare?	+
Haven't my rates recently increased?	+
Is there any financial assistance available?	+
What about my green waste exemption?	+
How do I protest the proposed rate increase?	+
How do I participate in the public hearing?	+
How do I get more information?	-
Please contact Consolidated Utilities Billing and Service at 916-875-6668, or email us at sacgreenteam@saccounty.net .	



County of Sacramento
Adopted Rates for Residential Solid Waste Collection Services
Effective July 1, 2010
(amounts shown are provided in dollars per month or per item)

Category Description	Billing Unit	Effective July 1, 2010
1. CURBSIDE RESIDENTIAL SERVICE		
A. Single Family & Duplex Curbside GARBAGE with GREEN WASTE and SINGLE STREAM RECYCLING		
1. Weekly GARBAGE Service		
a. 30 gallon container	Per Month	\$19.95
b. 60 gallon container	Per Month	\$23.55
c. 90 gallon container	Per Month	\$30.76
2. Bi-Weekly GREEN WASTE Service		
a. One 90 gallon container bi-weekly		Included in Monthly Rate
b. One additional 90 gallon container bi-weekly		Included in Monthly Rate
c. Each extra Green Waste container bi-weekly after first 2	Each can per month	\$2.00
d. Green Waste Exemption	No Green Waste Service	(\$2.00)
3. Bi-Weekly SINGLE STREAM RECYCLING Service		
One 90 gallon container		Included in Monthly Rate
B. Appointment Based Neighborhood Clean-Up (ABNCU)		
a. One annual customer scheduled bulky item pick-up per year	Up to 5 Cubic Yards	Included in Monthly Rate
b. Materials set out in excess of 5 Cubic Yards		\$25 Per Additional 5 Cubic Yards
c. Additional service with an appointment	Up to 5 Cubic Yards	\$25 Per Additional Service
d. Additional service <u>without</u> an appointment	Up to 5 Cubic Yards	\$50 Per Additional Service
C. ADDITIONAL GARBAGE CONTAINERS - Weekly Service		
a. 30 gallon container	Each Can Per Month	\$6.00
b. 60 gallon container	Each Can Per Month	\$12.00
c. 90 gallon container	Each Can Per Month	\$18.00
2. ADDITIONAL SERVICE		
A. GARBAGE OVERFLOW - Additional Service		
1. Overflow on Regular Service Day		
a. First refill of Garbage container		\$4.50
b. Each additional refill of garbage container	Per # of Can Refills That Day	\$2.25
2. Additional Pick-up on Non-Regular Service Day		
a. First Garbage container	First Can That Day	\$7.75
b. Each additional refill of container	Per # of Can Refills That Day	\$4.00
B. GREEN WASTE OVERFLOW - Additional Service		
1. Overflow on Regular Service Day		
a. First 3 bags	Per 3 Bags Set That Day	\$4.00
b. Each additional set of additional 3 bags	Per # of 3 Bags Set That Day	\$2.00
2. Additional Pick-up Non-Regular Service Day		
a. First Green Waste container	First Can That Day	\$6.00
b. Each additional refill of container	Per # of Can Refills That Day	\$2.00
3. PREMIUM SERVICE		
Special Truck and/or Route Service *	Per House	\$6.75
<small>*May require Waiver of Liability (Private Roads)</small>		
4. DELIVERY/PICK-UP CHARGE		
Containers must be kept for a six month minimum to avoid delivery/pick-up fee.		
a. First Change within a Six Month Period		No Charge
b. Each Subsequent Change within a Six Month Period	Flat Fee	\$21.00

Recommended Residential Rates Schedule
Effective February 1, 2021, July 1, 2021, 2022, 2023, 2024
for Residential Solid Waste Collection Services

Category Description		Billing Unit	Current Rate Effective July 1, 2010	Effective Feb 1, 2021	Effective July 1, 2021	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
1. A. Single Family & Duplex Curbside RESIDENTIAL with GREEN WASTE and SINGLE-STREAM RECYCLING								
1.	Weekly Garbage Service							
	a. 30 gallon cart	Per Month	\$19.95	\$30.37	\$31.96	\$33.69	\$35.14	\$36.38
	b. 60 gallon cart	Per Month	\$23.55	\$36.96	\$38.65	\$40.46	\$42.02	\$43.34
	c. 90 gallon cart	Per Month	\$30.76	\$44.55	\$46.38	\$48.30	\$49.99	\$51.43
2.	Bi-Weekly/Weekly Green Waste Service*							
	a. One 90 gallon cart bi-weekly		Included	Included in Monthly Rate				
	b. One additional 90 gallon cart bi-weekly/weekly		Included	Included	\$8.40**	\$11.15	\$11.70	\$12.15
	c. Each extra Green Waste cart after first 2	Each cart per month	\$2.00	\$6.05	\$8.40	\$11.15	\$11.70	\$12.15
	d. Green Waste exemption	No Green Waste Service	(\$2.00)	(\$2.00)	(\$2.00)***	No credit		
3.	Bi-Weekly Single-Stream Recycling Service							
	a. One 90 gallon cart		Included	Included in Monthly Rate				
	b. Each extra Single-Stream cart bi-weekly		No Charge	\$5.25	\$5.50	\$5.65	\$5.85	\$6.05
4.	Appointment Based Neighborhood Clean-Up							
	a. One customer scheduled bulky item pick-up per year	Up to 5 Cubic Yard	Included	Included in Monthly Rate				
	b. Materials set out in excess of 5 cubic yards		\$25.00	\$25.00	\$25.80	\$26.50	\$27.20	\$27.95
	c. Additional service with an appointment	Up to 5 Cubic Yard	\$25.00	\$43.00	\$44.35	\$45.55	\$46.75	\$48.05
	d. Additional service without an appointment	Up to 5 Cubic Yard	\$50.00	\$60.00	\$61.90	\$63.55	\$65.20	\$67.05
1. B. ADDITIONAL GARBAGE CARTS - Weekly Service - First Cart Must Be 90 Gallon Rate								
1.	a. 30 gallon cart	Each Cart Per Month	\$6.00	\$5.84	\$5.90	\$5.96	\$6.03	\$6.08
	b. 60 gallon cart	Each Cart Per Month	\$12.00	\$12.50	\$12.66	\$12.80	\$12.98	\$13.11
	c. 90 gallon cart	Each Cart Per Month	\$18.00	\$20.13	\$20.43	\$20.68	\$21.00	\$21.24
2. A. GARBAGE OVERFLOW - Additional Service								
1.	Overflow on Regular Service Day							
	a. First refill of garbage cart							
	30 Gallon		\$4.50	\$4.15	\$4.25	\$4.40	\$4.50	\$4.65
	60 Gallon		\$4.50	\$5.65	\$5.80	\$6.00	\$6.15	\$6.30
	90 Gallon		\$4.50	\$7.40	\$7.65	\$7.85	\$8.05	\$8.30
	b. Each additional refill of garbage cart	Per # of Cart Refills That Day						
	30 Gallon		\$2.25	\$4.15	\$4.25	\$4.40	\$4.50	\$4.65
	60 Gallon		\$2.25	\$5.65	\$5.80	\$6.00	\$6.15	\$6.30
	90 Gallon		\$2.25	\$7.40	\$7.65	\$7.85	\$8.05	\$8.30
2.	Additional Pick-up on Non-Regular Service Day							
	a. First garbage cart	First Cart That Day						
	30 Gallon		\$7.75	\$17.75	\$18.25	\$18.80	\$19.25	\$19.80
	60 Gallon		\$7.75	\$18.45	\$19.00	\$19.50	\$20.05	\$20.60
	90 Gallon		\$7.75	\$19.15	\$19.75	\$20.25	\$20.80	\$21.40
	b. Each additional refill of cart	Per # of Cart Refills That Day						
	30 Gallon		\$4.00	\$4.15	\$4.25	\$4.40	\$4.50	\$4.65
	60 Gallon		\$4.00	\$5.65	\$5.80	\$6.00	\$6.15	\$6.30
	90 Gallon		\$4.00	\$7.40	\$7.65	\$7.85	\$8.05	\$8.30

Recommended Residential Rates Schedule
Effective February 1, 2021, July 1, 2021, 2022, 2023, 2024
for Residential Solid Waste Collection Services

Category Description		Billing Unit	Current Rate Effective July 1, 2010	Effective Feb 1, 2021	Effective July 1, 2021	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
2 B. Green Waste OVERFLOW - Additional Service								
1.	Additional Pick-up Non-Regular Service Day							
	a. First green-waste cart	First Cart That Day	\$6.00	\$17.75	\$18.30	\$18.80	\$19.25	\$19.80
2 C. Recycling OVERFLOW - Additional Service								
1.	Overflow on Regular Service Day							
	a. First refill of recycling cart			\$4.20	\$4.35	\$4.40	\$4.55	\$4.70
	b. Each additional refill of cart	Per # of Cart Refills That Day		\$4.20	\$4.35	\$4.40	\$4.55	\$4.70
2.	Additional Pick-up Non-Regular Service Day							
	a. First recycling cart	First Cart That Day		\$17.50	\$18.00	\$18.55	\$19.00	\$19.55
	b. Each additional refill of cart	Per # of Cart Refills That Day		\$4.20	\$4.35	\$4.40	\$4.55	\$4.70
3. PREMIUM SERVICE - Special Truck and/or Route Service								
	a. At House Pick-Up	Each House	\$6.75	\$27.30	\$28.15	\$28.90	\$29.65	\$30.50
	b. At House Pick-Up With Disability Exemption		No Charge	No Charge				
4. DELIVERY/PICK-UP CHARGE								
	Carts must be kept for a 1 year minimum to avoid delivery/pick-up fee.							
	a. First Change within a 1 Year Period		No Charge	No Charge				
	b. Each Subsequent Change within a 1 Year Period	Per Cart	\$21.00	\$16.00	\$16.50	\$16.95	\$17.40	\$17.90

* Green Waste Service will include food waste collection effective on or after January 1, 2022.

** Charge for a 2nd Green Waste cart will be effective on or after January 1, 2022.

*** Green Waste Exemption credit will end effective on or after January 1, 2022.

Recycling

Empty, Clean, and Loose.
No liquids or food soiled items.
Do not bag your recyclables.



Glass bottles and jars



Metal beverage and food cans



Plastic bottles and containers



Rigid plastic containers



Paper, magazines, newspapers, junk mail, flattened cardboard, cardboard egg cartons, cereal boxes

Green Waste

Do not bag your green waste.
Set it loose.



Leaves



Grass clippings



Weeds



Prunings less than 4" in diameter and cut to fit inside the cart

For more information about what is acceptable or unacceptable, visit SacGreenTeam.com

Recycling and Green Waste Unacceptable Items



Propane tanks, batteries, e-waste, hazardous waste



Needles



Tanglers (rope, cords, hoses, chain)



Shoes or clothing



Hot coals, hot ashes, fireworks



Food waste or food soiled items



Bagged items



Rocks, dirt, brick, sod



Shredded paper



Film plastics (like plastic bags)



Styrofoam™



Cartons

Household Hazardous Waste (HHW)



Sacramento County operates a facility that accepts your household hazardous waste including propane tanks, auto batteries, household batteries, and needles. For details, visit SacGreenTeam.com.



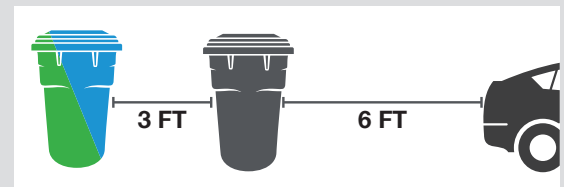
Bulky Waste Pick Up

Customers receive once-per-calendar-year bulky waste pick up included in the basic rate. For details or to schedule an appointment, call Customer Service (916) 875-5555, 8:00 am to 4:30 pm, Mon – Fri, or visit SacGreenTeam.com.



Cart Placement

Place carts at least three (3) feet away from each other. Carts placed too close to each other require drivers to leave their trucks to provide service. This greatly reduces efficiency and may lead to increased service costs.



Keep carts a minimum of six (6) feet away from cars, boats, and other stationary objects to avoid risk of private property damage.

Garbage

Household garbage only is acceptable.



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Garbage Unacceptable Items



Propane tanks,
household
hazardous waste



Batteries,
e-waste



Needles



Rocks, dirt,
brick, sod



Hot coals, hot
ashes, fireworks
or explosives

Recycle Used Motor Oil, Oil Filters, and Cooking Oil

Accepted on Garbage Collection Day

- Place oil in rigid or semi-rigid plastic one gallon containers with lids taped shut. Max is three (3) one gallon containers per collection.
- Oil filters must be drained and placed in a sealed bag.
- Place used motor oil, used oil filters, and cooking oil **3 feet away from the garbage cart.**
- Contaminated oil will not be collected and is considered household hazardous waste. For more information, visit SacGreenTeam.com.



Department of Waste Management & Recycling
10863 Gold Center Drive
Rancho Cordova, CA 95670

Reference Item #7

CURBSIDE COLLECTION SERVICES



For more information, visit
SacGreenTeam.com

(916) 875-5555 • (800) 932-8990
TDD (hearing impaired): (916) 875-7105
Mon – Fri 8:00 am to 4:30 pm
sacgreenteam@sacounty.net



SacGreenTeam.com/Translates

Español 中文 Tiếng Việt Tagalog Русский हिन्दी



County of Sacramento

Residential Solid Waste Rate Study and Financial Plan



October 6, 2020



HF&H Consultants, LLC

Reference Item #8

This document is formatted for double-sided printing

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Walnut Creek, California 94596
Telephone: 925/977-6950
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October 6, 2020

Mr. Tapa Banda
Chief Financial & Administrative Officer
Department of Waste Management & Recycling
County of Sacramento
Rancho Cordova, CA 95670

Subject: Residential Solid Waste Rate Study and Financial Plan

Dear Mr. Banda:

We have completed the Residential Solid Waste Rate Study and Financial Plan for the County of Sacramento (County). The study included the development of a Financial Model (Model) for the County's residential refuse, recycling, and organics programs, including the proposed rates for the County's residential customers.

The resulting rate increases are necessary for several reasons: (1) the County's residential collection rates have not generated revenues sufficient to cover the costs and have utilized cash reserves instead to fully fund operating costs; (2) the cost of collection of refuse, recyclables, and organic materials have increased; and, (3) new State-mandated diversion programs require additional funding. Our recommendations, related assumptions, and calculations are documented in the enclosed report.

* * * *

We are pleased to have had the opportunity to assist the County of Sacramento with this study and would like to thank you and the rest of the Department of Waste Management & Recycling for your support during the project.

If you have any questions, please call Marva at (925) 977-6961 or Scott at (925) 977-6967.

Sincerely,

HF&H CONSULTANTS, LLC



Marva M. Sheehan, CPA
Vice President



Scott Holt
Project Manager

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ATTACHMENTS

- Attachment A: Rate Model Summary
- Attachment B: Refuse Container Cost of Service Calculations
- Attachment C: Recycling Container Cost of Service Calculations
- Attachment D: Organics Container Cost of Service Calculations
- Attachment E: Monthly Container Rates – Cost of Service

ACRONYMS/DEFINITIONS

Caltrans Forecast	The Economic Analysis Branch, Office of State Planning, California Department of Transportation California County-Level Economic Forecast 2015-2040 completed in September 2015. The report forecasts the annual increases in population, taxable sales, per capita income, and inflation from 2020 through 2039 at the County Level.
Container	Container provided by the County made from plastic with wheels for portability. The County provides its customers with either 30-, 60-, or 90-gallon refuse containers. Recyclables and organic materials are primarily collected in 90-gallon containers.
COS	Cost of service
CUBS	Consolidated Utilities Billing and Service
DWMR	Department of Waste Management & Recycling is one of four departments within Public Works and Infrastructure. It manages the County's Solid Waste Enterprise Fund responsible for providing integrated solid waste services to residents in the unincorporated County and operating the North Area Recovery Station and Kiefer Landfill.
ECF	Equivalent Container Factor
ECU	Equivalent Container Unit
EOW	Every Other Week
Fixed Collection Costs	Costs not dependent on the subscribed volume of service.
FTE	Full Time Equivalent
Fund Balance	DWMR's unrestricted and restricted reserves for working capital, capital projects, landfill closure and post closure care, wetlands preservation, debt coverage, and rate stabilization.
FY XX/YY	Fiscal Year beginning July 1, 20XX and ending June 30, 20YY.
Rate	Refers to the rate charged to each residential customer based on size of refuse container and frequency of service.
Refuse	Garbage and/or rubbish disposed at a landfill.
SB 1383	California law to reduce short-lived climate pollutants, including methane. Reduction of organic waste disposal is a primary component resulting in new yard and food waste recycling organics programs to be in effect beginning January 1, 2022.
SFR	Single-family residential dwellings and multi-family residential dwellings with up to 4 units.
Tipping Fee	Fees paid for disposal and/or processing at Kiefer Landfill or North Area Recovery Station.
Volumetric charge	Refers to the variable costs associated with the size of the refuse container subscribed to by residential customers.

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PROJECT LIMITATIONS

This study was prepared solely for the County of Sacramento (County) in accordance with the contract between the County and HF&H Consultants, LLC (HF&H) and is not intended for use by any other party for any other purpose.

In preparing this study, HF&H relied on operating and financial data from the County, which we consider to be accurate and reliable and did not independently verify.

The Financial Model and accompanying analyses contain projections of revenues and expenditures based on various assumptions and estimates. While we reviewed those projections for reasonableness, actual results of operations will usually differ from projections because events and circumstances do not always occur as expected. Those differences may be significant and materially affect the analyses and findings presented in this report.

Rounding differences caused by stored values in electronic models may exist.

This study adheres to relevant laws, regulations, and court decisions but should not be relied upon as legal advice. Questions concerning the interpretation of legal authorities referenced in this study should be referred to a qualified attorney.

EXECUTIVE SUMMARY

The County of Sacramento's (County) Department of Waste Management & Recycling (DWMR) provides solid waste services to residents in the unincorporated County and operates the North Area Recovery Station (NARS) and Kiefer Landfill. The Residential Solid Waste Rate Study and Financial Plan (Study) includes the development of a Financial Model for the County's residential refuse, recycling, and organic materials collection programs. The Financial Model projects revenues and costs for five (5) years, beginning with FY 20/21.

In order to increase rates for these services, the County intends to comply with Article XIID, Section 6 of the California Constitution, which was enacted by Proposition 218 in 1996. This Section requires that (1) revenues derived from fees or charges for property-related service not exceed the cost to provide service; (2) revenues derived from fees or charges not be used for any purpose other than that for which it was imposed; (3) the amount of a fee or charge upon an account not exceed the proportional cost of the service attributable to the parcel; (4) no fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property; and, (5) no fee or charge may be imposed for general governmental services. The analysis conducted in support of this study was based on legal requirements related to Proposition 218, and was reviewed by the County's legal counsel.

Study Purpose and Objectives

The purpose of the Study is to conduct a comprehensive analysis of the County's solid waste rates, including documentation of the analysis, underlying assumptions, and the rationale for the recommended rates. The Study is required to demonstrate that the recommended rates result in fees and charges that reflect the cost of providing such service.

The Study has several key objectives:

- Determine revenue that is necessary to meet the County's requirements including operations, household hazardous waste services, maintenance, capital improvements, and maintaining an adequate Fund Balance;
- Determine the cost of service attributable to each customer based upon the subscribed service level; and,
- Ensure that the proposed rate structure is compatible with Proposition 218 mandates.

These objectives are met by applying industry best practices and by complying with all applicable laws.

Findings and Recommendations

In preparing this solid waste rate study, the following findings were made.

1. Operating cost increases.

- a. SB 1383 requires the County to remove organic materials from its refuse disposed at the landfill effective January 1, 2022. In order to comply with the legal requirements, the County is planning on implementing several programs. The most significant program is to require customers to throw food waste in green waste carts and collect them every week rather than the current practice of every other week beginning in January, 2022.

- b. The Tipping Fees at NARS and Kiefer have increased to reflect higher disposal costs for refuse.
 - c. Processing costs for recyclables have increased due to unfavorable market conditions, a result of changes in China’s trade policy for acceptance of materials.
 - d. Processing costs for organic materials have increased due to higher demand statewide as new laws requiring the diversion of organic material from landfills take effect while processing capacity has not significantly changed.
2. **Projected revenue increases.** The Study projected increasing rates to generate additional revenue to cover the recent cost increases and revenue shortfall. Comparing the revenue required to cover the cost of service with the revenue from current rates indicates the need for rate increases sufficient to generate additional revenue as follows:

- February 2021 – 57.4%
- July 2021 – 5.6%
- July 2022 – 8.7%
- July 2023 – 4.9%
- July 2024 – 4.3%

The percentage increases reflect system-wide increases and not increases for each material type collected or subscription level.

3. **Revenue increases by type of material collected.** Figure ES-1 compares the revenue from current rates with the COS for FY 20/21. This figure indicates how much revenue is needed from volumetric and service charges to generate the 57.4% additional overall revenue needed in FY 20/21. It reflects current year revenue and projected FY 20/21 expenditures.

Figure ES-1.
Current Rate Revenue Compared with the Cost of Service (FY 20/21)

	Revenue @ Current Rates		Cost of Service FY 20/21		Difference (Cost of Service Minus Current)
Container					
Refuse	\$ 47,023,129	100%	\$ 36,362,782	49%	\$ (10,660,347)
Recycling	-	0%	16,125,123	22%	16,125,123
Organics	-	0%	21,515,541	29%	21,515,541
	<u>\$ 47,023,129</u>	<u>100%</u>	<u>\$ 74,003,446</u>	<u>100%</u>	<u>\$ 26,980,317</u> 57.4%

4. **Monthly rate increases.** The current and COS-based rates for weekly solid waste collection and bi-weekly recycling and organics collection are shown in **Figures ES-2**.

Figure ES-2a.
Current and Cost of Service Monthly Rates¹

Refuse, Recycling, and Organics	Current Rates	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
30 Gallon	\$ 19.95	\$ 30.37	\$ 31.96	\$ 33.69	\$ 35.14	\$ 36.38
60 Gallon	\$ 23.55	\$ 36.96	\$ 38.65	\$ 40.46	\$ 42.02	\$ 43.34
90 Gallon	\$ 30.76	\$ 44.55	\$ 46.38	\$ 48.30	\$ 49.99	\$ 51.43

¹Weekly organics service beginning January 1, 2022

Figure ES-2b.
Cost of Service Year Over Year Change to Rates

Refuse, Recycling, and Organics	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
30 Gallon	\$ 10.42	\$ 1.59	\$ 1.73	\$ 1.45	\$ 1.25
	52.2%	5.2%	5.4%	4.3%	3.5%
60 Gallon	\$ 13.41	\$ 1.69	\$ 1.82	\$ 1.55	\$ 1.33
	56.9%	4.6%	4.7%	3.8%	3.2%
90 Gallon	\$ 13.79	\$ 1.83	\$ 1.92	\$ 1.69	\$ 1.44
	44.8%	4.1%	4.1%	3.5%	2.9%

5. **System-wide Fund Balance.** DWMR maintains one Fund Balance for the Solid Waste Enterprise Fund, which comprises all three of its main operations (collections, transfer station, and landfill). The Fund Balance is broken into four components: 1) working capital (funding for daily operations); 2) capital equipment and projects (funding for equipment, buildings, landfill module development); 3) regulatory reserves (closure and post-closure funding for the final closure of the County’s landfills and wetlands preservation fund); and, 4) debt coverage reserves for debt financing of capital improvements. The target Fund Balance is determined based on meeting operational requirements in the case of a catastrophic event that would preclude the County from collecting revenue from its customers; future significant capital needs such as module development at the landfill; for regulatory compliance with legal requirements to maintain reserves for landfill closure and post-closure care and wetland preservation; and to maintain credit worthiness. The chart below (**Figure ES-3a**) shows the projected system-wide Fund Balance with no rate increase and with a COS adjustment against the Fund Balance target.

Figure ES-3a.
System-wide Fund Balance Projections (Millions)

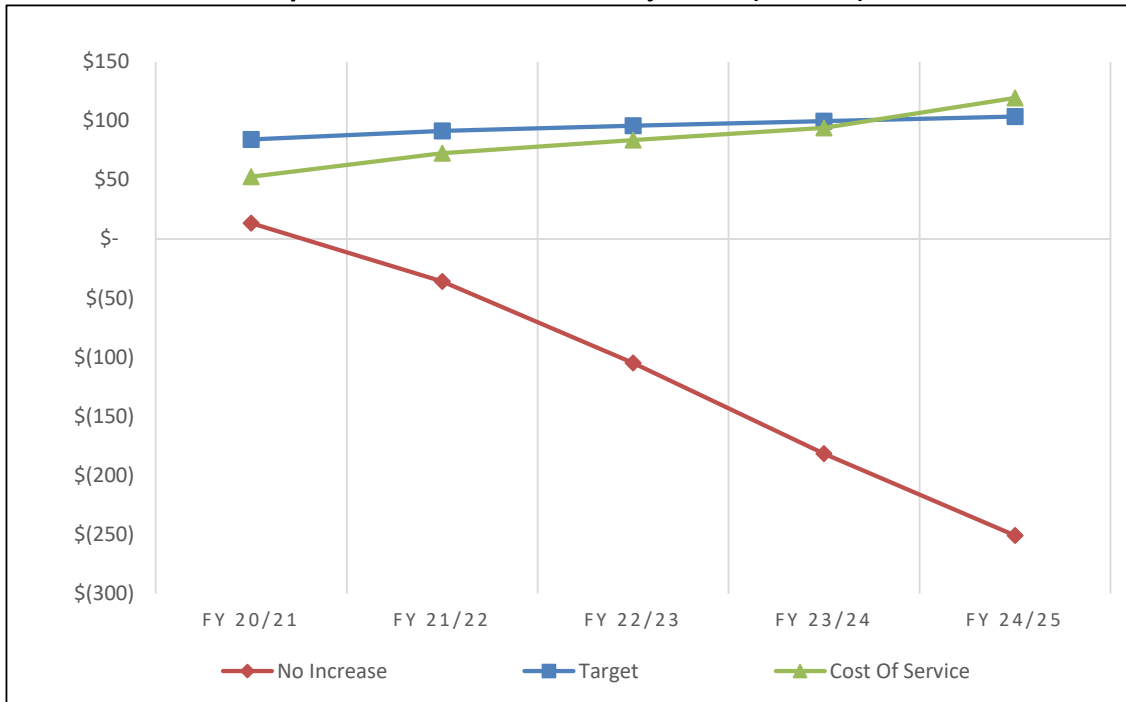
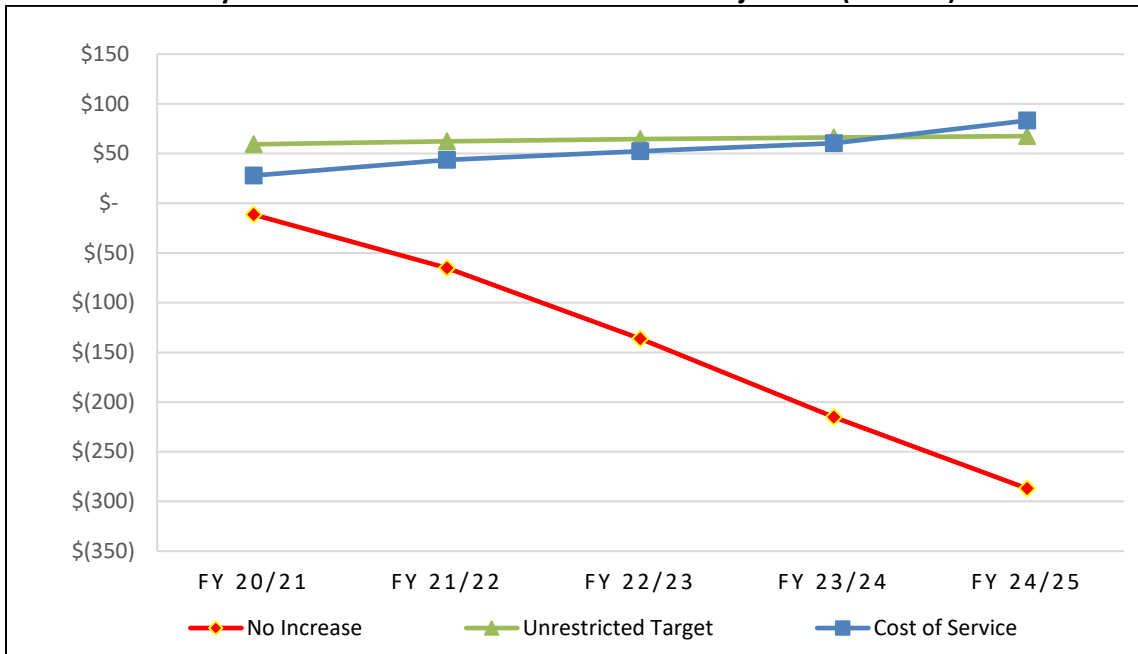


Figure ES-3b shows the projected system-wide unrestricted Fund Balance without an increase and with a COS adjustment against the Fund Balance target.

Figure ES-3b.
System-wide Unrestricted Fund Balance Projections (Millions)



SECTION 1. INTRODUCTION

DWMMR manages the County's Solid Waste Enterprise Fund (Fund) which comprises the operations for residential curbside pickup services for garbage, single stream recycling, and organics in the unincorporated areas of the County and serves approximately 156,000 residential accounts, including an additional 5,000+ customers south of Calvine Road under service contract with Waste Management, Inc. The County also owns and operates a transfer station (NARS) and a landfill (Kiefer Landfill). The Fund also supports street sweeping, illegal dumping clean ups, and Household Hazardous Waste drop off centers.

In 2019, the County requested HF&H to assist with developing a cost of service model and rate structure based on the level of service received by each customer class. The purpose of this report is to document the analysis and summarize our assumptions, findings, and recommendations.

The Study prepared a Cost of Service Model (Model) for residential services to help determine appropriate customer rates. The Model projects revenues and costs for five years.

The report is organized to explain how the revenue requirements are determined over the next five years. As part of the documentation, this report includes a copy of the spreadsheet model that was used to derive rates. (Attachment A)

Study Purpose

The main purpose of this report is to document that the proposed rates comply with the relevant laws in California for setting solid waste collection rates. Another key purpose is to ensure that the rates generate sufficient revenue to fund the County's operating and capital costs as well as to maintain an adequate Fund Balance.

Current Rates

The County's solid waste accounts are billed through the County's Consolidated Utilities Billing and Service (CUBS), a division of the Department of Finance.

Figure 1-1 is a sample customer bill from the County.

Figure 1-1. Sample Bill

Consolidated Utilities Billing & Service

9700 GOETHE RD., STE. C
SACRAMENTO, CA. 95827
(916) 875-5555

Account Number: 50000000000
Amount Due: 283.59

To Avoid Penalty,
Payment Must Be Received By: MAR 18, 2017

Consolidated Utilities Billing Statement Provided to Parcel: 10000000000000
Parcel Address: 1111 MAIN ST
Owner Name: DOE JOHN/JANE

Bill Period From: 01/01/2017 - 02/28/2017 [Bill Cycle: BCYC5E]

SUMMARY BILLING STATEMENT

PRIOR BALANCE		137.58
PAYMENT	DEC 29, 2016 - THANK YOU	137.58
CURRENT CHARGES		283.59
TOTAL AMOUNT DUE		283.59

SEE FOLLOWING PAGES FOR BILLING DETAIL
-WE APPRECIATE THAT YOU KEEP YOUR ACCOUNT CURRENT.

137.58	137.58	0.00	283.59	0.00	0.00
Prev Bal	- Payments	- Credits	+ Current Charges	+ Other Adjusts	+ Delinq Fee

Please See Reverse For Important Information

Return This Portion With Your Payment

Account Number: 50000000000
Amount Due: 283.59
Delinquent Date: MAR 18, 2017

LOCATION: 1111 MAIN ST

Please check here if your mailing address has changed and complete the form on the reverse side.

000000
DOE JOHN/JANE
1111 MAIN ST
SACRAMENTO, CA 95827-3500

SACRAMENTO COUNTY UTILITIES
P O BOX 1804
SACRAMENTO CA 95812

50000000000000000000283593

The County’s residential ratepayers are billed on a bi-monthly basis: a refuse collection rate based on the size of container (volume based) which includes every other week collection of recycling and organics. The current rate includes two standard 90-gallon containers for organics and unlimited recycling containers at no additional charge.

Effective February 1, 2021, the County intends to limit the number of recycling containers included in the monthly rate to one container and charge a fee for each additional recycling container above the standard one container. Effective January 1, 2022, the County intends to charge a fee for the second and any additional organics containers.

The most common rates are summarized in **Figure 1-2**.

Figure 1-2. Current Residential Rates (Effective 7/1/2010)

Category Description		Billing Unit	Effective July 1, 2010
1.	CURBSIDE RESIDENTIAL SERVICE		
A.	Single Family & Duplex Curbside GARBAGE with GREEN WASTE and SINGLE STREAM RECYCLING		
1.	Weekly GARBAGE Service		
	a. 30 gallon container	Per Month	\$19.95
	b. 60 gallon container	Per Month	\$23.55
	c. 90 gallon container	Per Month	\$30.76
2.	Bi-Weekly GREEN WASTE Service		
	a. One 90 gallon container bi-weekly		Included in Monthly Rate
	b. One additional 90 gallon container bi-weekly		Included in Monthly Rate
	c. Each extra Green Waste container bi-weekly after first 2	Each can per month	\$2.00
	d. Green Waste Exemption	No Green Waste Service	(\$2.00)
3.	Bi-Weekly SINGLE STREAM RECYCLING Service		
	One 90 gallon container		Included in Monthly Rate
B.	Appointment Based Neighborhood Clean-Up (ABNCU)		
	a. One annual customer scheduled bulky item pick-up per year	Up to 5 Cubic Yards	Included in Monthly Rate
	b. Materials set out in excess of 5 Cubic Yards		\$25 Per Additional 5 Cubic Yards
	c. Additional service with an appointment	Up to 5 Cubic Yards	\$25 Per Additional Service
	d. Additional service <u>without</u> an appointment	Up to 5 Cubic Yards	\$50 Per Additional Service
C.	ADDITIONAL GARBAGE CONTAINERS - Weekly Service		
	a. 30 gallon container	Each Can Per Month	\$6.00
	b. 60 gallon container	Each Can Per Month	\$12.00
	c. 90 gallon container	Each Can Per Month	\$18.00

Legal Requirements

The County is required to set rates in compliance with California law. Voters passed Proposition 218 in November 1996, which enacted Article XIID of the California Constitution. Article XIID¹ has five substantive provisions that must be met:

1. Revenue from rates must not exceed the cost of providing service,
2. Revenue from rates must be used for providing service,
3. Fees and charges must be proportional to the cost of providing the service attributable to the parcel,
4. No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property, and
5. No fee or charge may be imposed for general governmental services.

The basis for setting rates that are proportional to the cost of providing service was not prescribed in Article XIID; therefore, the analyst was responsible for meeting the requirements of Sections 6(b) 1-5, as reasonably as possible. "Reasonable" rates are not capricious (there is a documented source for all data), not arbitrary (decisions required to make assumptions and analyze data have a sound reason), and not discriminatory (the results do not unduly favor one customer at the expense of another).

We interpret this concept to mean that rates must be proportional to the cost of service across the range of subscribed services. We further interpret it to mean that the rates for each level of service must correlate with the actual demand that customers place on the waste management system and for which the system must be designed to provide the level of service customers require.

¹ Sections 6(b) 1 - 5.

SECTION 2. REVENUE REQUIREMENT PROJECTIONS

To determine whether additional rate revenue is required, projected operating expenses are compared with projected revenue from current rates. Annual surpluses and deficits are then applied to the Fund Balance. Rates are then increased so that the expenses are covered and operating and capital Fund Balances are maintained at or close to target levels.

Expense Projections

The County's FY 19/20 actual expenses served as the basis for determining the revenue requirement. The increase in the operating and maintenance expenses were projected through FY 24/25 using escalation factors as shown in **Figure 2-1**. Capital expenses are projected based on the County's current capital improvement program.

Figure 2-1. Cost Escalators

Forecast Method		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Caltrans Forecast	Growth	1.2%	1.2%	1.2%	1.2%	1.1%
Caltrans Forecast	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Sacramento County Provided	Growth (County)	1.0%	1.0%	1.0%	1.0%	1.0%
Net County Charge	County	5.0%	5.0%	5.0%	5.0%	5.0%
No Change	None	0.0%	0.0%	0.0%	0.0%	0.0%

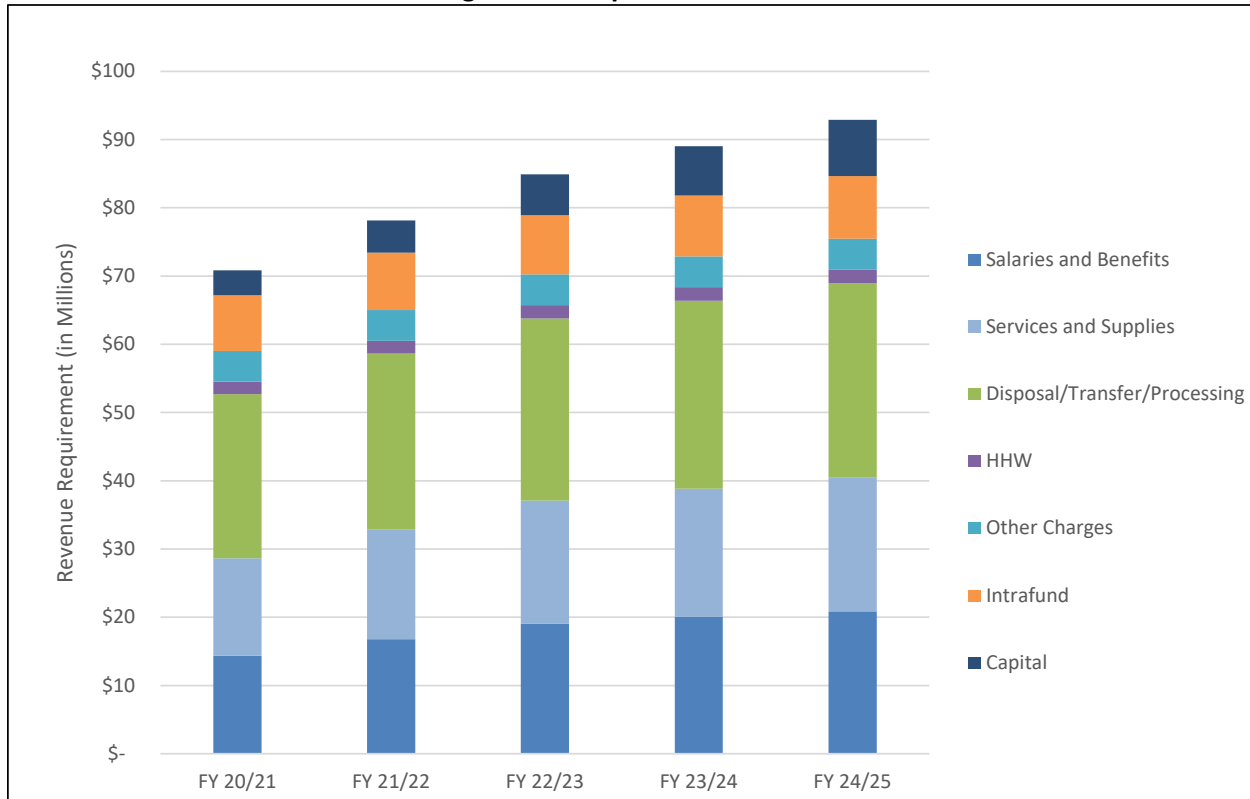
Figure 2-2 shows the forecast method used for each major expense category.

Figure 2-2. Escalators Applied to FY 19/20 Expenses

Description	Forecast Method	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Salaries and Wages	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Employee Benefits	County	5.0%	5.0%	5.0%	5.0%	5.0%
Services and Supplies	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Equipment Maintenance	County	5.0%	5.0%	5.0%	5.0%	5.0%
Equipment Leases	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Fuel & Lubricants	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Landfill leachate disposal	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Cart Purchase	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Other Charges	None	0.0%	0.0%	0.0%	0.0%	0.0%
County Charges	County	5.0%	5.0%	5.0%	5.0%	5.0%
HHW Program Charges	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Intrafund Charges	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Intrafund Reimbursements	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%

Figure 2-3 summarizes expenditure trends that are projected from FY 20/21 through FY 24/25 when using the escalators provided above and known one-time cost adjustments that include new programs, regulatory requirements, and changes in recycling markets.

Figure 2-3. Expenditure Trends



The major cost drivers increasing the total costs are attributable to the following:

SB 1383 – Short-lived Climate Pollutants: Methane Emissions: Dairy & Livestock; Landfills: Organics

SB 1383, passed in 2016, focuses on the reduction of methane emitted into the atmosphere. The regulations are past public comment stage and expected to be adopted soon. The current draft regulations require organics (as defined in the regulations) be diverted from the landfill. Therefore, all organic material will need to be separately collected from the County’s generators. For the County, this presents several issues.

County residents currently place their food scraps into the refuse container. Effective January 1, 2022, the food scraps will need to be separately collected. Most agencies throughout the state are including the food scraps with the green trimmings currently being collected. The County’s residential customers will be required to place their food scraps in the organics container. This will require weekly collection of organics resulting in increased collection and processing costs. The additional costs will include the cost of added labor, maintenance, and vehicle purchases for the County to switch from every other week to every week organics collection. The timing of converting to weekly collection will occur half-way through FY 21/22, so the increase in labor and maintenance is phased in over two Fiscal Years. The purchase cost for collection vehicles is planned to be debt financed with annual debt service expense spread over an eight-year period corresponding to the useful life of the vehicles.

Currently, NARS and Kiefer Landfill receive organic material, primarily green trimmings. At NARS, the material is sent to an outside processor for composting. At Kiefer Landfill, it is primarily used on site for slope stabilization and daily cover with a small percentage shipped offsite for composting.

The cost for composting green trimmings received at NARS has recently increased from \$33.00 to approximately \$78.00 per ton, an increase of about **\$3.7 million** for FY 20/21 with annual inflation adjustments going forward.

China's National Sword Policy

Beginning in 2017, China's government began notifying the world it was no longer going to be the "dumping ground" for other countries' trash. Effective March 2018, China changed its import policies to only accept high quality paper and cardboard containing less than 0.5% contamination and eliminated the acceptance of mixed plastic. Most of California's processors had contamination levels of 10-15%, far exceeding the levels allowed by China. While China had been the recipient of over 75% of the world's material, other Southeast Asian countries began receiving the material. However, due the excessive supply of material, the price has plummeted. Mixed paper, which is approximately 33% of the recycling stream by weight, saw the market price decline from \$90-\$100 per ton to \$10 per ton on average. There have also been instances where processors have had to pay to move the material.

Therefore, many processors have changed from paying their customers to requiring processing payments. The County estimates the new contract with its processor will add approximately **\$2.3 million** to its annual residential collection costs.

Labor, Operating, and Other Expenses

Labor, operating and maintenance (O&M), and other expenses are projected to increase during the forecast period. These expenses have been projected to increase based on the Caltrans Forecast and DWMR staff recommendations.

Migration

When there are significant rate increases, customers may downsize their subscription levels to a lower level of service. We have anticipated migration of 3% for customers switching to a 30 gallon refuse service from 60 gallon refuse service in FY 20/21 and FY 21/22. For customers with 90 gallon refuse service, we have anticipated a 2% migration to 60 gallon service in FY 20/21 and FY 21/22. For subsequent years, we have anticipated a migration of 1% through FY 23/24.

Customers with more than one recycling container will be billed for each additional container beginning February 1, 2021. Approximately 10% of customers have more than one recycling container. Recycling service will continue to be every other week and customer migration is not expected to be materially significant to the recycling system as a whole.

Organics collection is projected to start weekly service on January 1, 2022. Customers with extra organics containers will start receiving an additional charge for the second container. Currently, the first two organics containers are included in the monthly rate. Approximately 34% of the customers have an extra organics container and it is anticipated that a large percentage will migrate down to a single organics container when there is weekly service and an additional charge for the second container. The projections include a 25% reduction in FY 21/22 and another 50% reduction in FY 22/23 for customers that have more than one organics container.

Revenue Increases

Revenue increases were derived to cover the County's costs and move towards an adequate Fund Balance. **Figure 2-4** summarizes the projected revenue from current rates, annual revenue requirements, annual variances, and the revenue increases necessary to cover the County's costs. It is assumed the full rate increase required to meet the current year revenue requirement is implemented.

The projected rate revenue assumes there will be a 1% growth annually in customer accounts. The revenue requirement (shown in greater detail in **Figure 2-3**) grows by the projected change using inflation factors provided by combination of DWMR staff (**Figure 2-1**) and Caltrans Forecast. When the revenue from current rates is compared with the net revenue requirements (i.e., revenue requirement less non-operating revenue), there is a deficit variance that requires a large revenue percentage increase in FY 20/21 but then decreases in subsequent years.

Figure 2-4. Rate Increase Calculations

		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Revenue from Current Rates	A	\$ 47,023,129	\$ 74,003,446	\$ 78,144,850	\$ 84,920,502	\$ 89,039,879
Revenue Requirement	B	\$ 74,003,446	\$ 78,144,850	\$ 84,920,502	\$ 89,039,879	\$ 92,873,130
Revenue Shortfall	C = A-B	\$ (26,980,317)	\$ (4,141,404)	\$ (6,775,651)	\$ (4,119,377)	\$ (3,833,251)
Rate Increase Necessary	C÷A	57.4%	5.6%	8.7%	4.9%	4.3%

Fund Balance

DWMR maintains one Fund Balance for all three of its main operations (collections, NARS, and Kiefer Landfill). The Fund Balance is broken into four components: 1) working capital (funding for daily operations); 2) capital equipment and projects (funding for equipment, buildings, landfill module development); 3) regulatory reserves (closure and post-closure funding for the final closure of the County's landfills and wetlands preservation fund); and, 4) debt coverage reserves for debt financing of capital improvements.

Fund Balance Target

The County's unrestricted Fund Balances are used for working capital and capital projects and equipment purchases. Each of these purposes has its own requirements that lead to an optimum target balance. Rates should be set so that the Fund Balance achieves the target balance.

The target working capital Fund Balance was based on assessing each operation's cash cycles, demand for services, control over rates and revenues and demand for services. Industry standards start at 90 days of annual operating expenditures (using 45 days as a minimum acceptable level) and adjusting the target based on particular characteristics of the operations. The target balances were developed by evaluating each operation's cash flow as shown in **Figure 2-5**.

Figure 2-5. Working Capital Fund Balance Target

Working Capital Fund Balance Target	
Operation	Days of Operating Expenditures
Kiefer Landfill	45
NARS	90
Collections	120

The capital equipment and projects Fund Balance target was developed by assessing the capital needs over a seven year period (FY 18/19 through FY 24/25) and using the average annual capital requirement as the target.

Fund Balance Trend

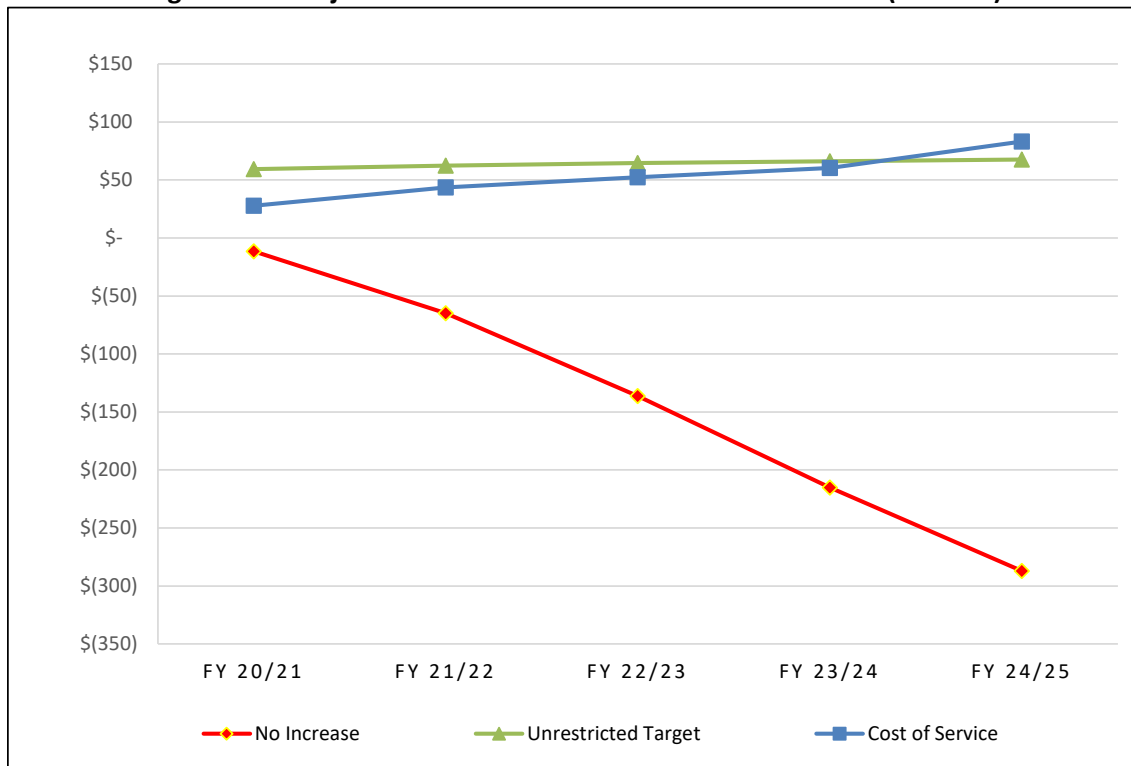
As part of this engagement, we also reviewed the ability of the proposed rates to fund DWMR's Fund Balance at a level to provide sufficient working capital. The purpose of the Fund Balance is to provide the ability to effectively respond to unforeseen events or emergencies and new diversion programs in order to be compliant with AB341, AB1826, and SB1383.

Our review found that the COS rate adjustments proposed will move towards providing sufficient revenues to maintain an adequate Fund Balance for working capital and capital purchases at the overall system level which includes the NARS and Kiefer Landfill operations.

The target Fund Balance is based on meeting operational requirements in case of a catastrophic event that would preclude the County from generating revenues from its customers; significant future capital needs such as module development at the landfill, and required regulatory reserves for the closure and post-closure costs of its landfills and the wetland preservation fund.

Figure 2-6 shows the Fund Balance compared with the target Fund Balance. The green line labeled "Target" (triangle symbols) represents the target balance for the total Fund Balance. The blue line labeled "Cost of Service" (square symbols) represents the Fund Balance at the proposed rates. The red line labeled "No Increase" (diamond symbols) represents the Fund Balance if no rate increases are implemented over the next five years and shows a projected Fund Balance deficit of approximately \$280 million by FY 24/25.

Figure 2-6. Projected Unrestricted Fund Balance at Year End (Millions)



Revenue increases are achieved by increasing rates. In years when rates are not being restructured to align with the COS, rates would be increased by an inflation factor to generate the required revenue increase. For example, a 5% revenue increase would be achieved with a 5% across-the-board increase in the current rates at the various subscription levels.² In the current rate study, however, rates are being restructured to align with the COS. As a result, different percentage increases in the service and volume charges will occur. The calculation of these rate increases is explained in the next section of this report.

² The *rate* increase is the same as the *revenue* increase when the rate increase is effective for the whole 12 months. If the rate increase is in effect for less than a whole year, the percentage *rate* increase needs to be higher than the required percentage *revenue* increase in order to generate the required revenue in a shorter period of time.

SECTION 3. COST OF SERVICE ANALYSIS

Methodology

A Cost of Service (COS) analysis determines the unit cost of the services provided to the County’s solid waste customers. Each customer is charged the same unit cost for the share of the services that they demand. In this way, the total revenue requirement is split between the fixed service charges and the volumetric charges.

The County’s solid waste services are targeted at meeting customer demands for refuse, recycling, and organics collection services. The level of service varies based on the customer’s subscribed refuse container size.

The solid waste collection service is defined as follows:

Customers receive refuse, recycling, and organics service. Refuse collection is offered in a 30, 60, or 90 gallon container. Recycling and organics collection is offered in 90 gallon containers. The containers are collected by automated side-loader trucks.



Customers also receive HHW curbside collection services (used oil, used oil filters, and used cooking oil), HHW drop offs (fluorescent bulbs, e-waste, household chemicals, etc.), street sweeping, bulky waste pick-up by appointment, and illegal dumping clean-up.

The collection system costs are allocated based on current route statistics for the two service areas (North Collection Area and South Collection Area), as shown in **Figure 3-1**.

Figure 3-1. Allocation Factors

Allocation Factors	Refuse	Recycling	Organics
North Collections Route Statistics	48.78%	25.61%	25.61%
South Collections Route Statistics	48.16%	24.26%	27.57%
North and South Collections Route Statistic:	48.31%	24.58%	27.12%

Figure 3-2 provides a detailed breakdown of the expenses and COS allocations for FY 20/21.

Figure 3-2. Cost of Service Allocations

	FY 20/21 Projected Expenses	Allocation Factor	Refuse	Recycling	Organics
Salaries and Benefits	\$ 14,354,540	Route Statistics	\$ 6,960,739	\$ 3,585,998	\$ 3,807,803
Services and Supplies	14,279,349	Route Stats	6,929,556	3,578,689	3,771,104
Disposal/Transfer/Processing	24,069,429	Tonnage	11,818,960	4,424,028	7,826,441
Household Hazardous Waste	1,830,212	Material Type	1,830,212	-	-
Other Charges	4,508,492	Route Statistics	2,189,289	1,132,928	1,186,275
Administration and Support Services	11,315,732	Route Statistics	5,483,054	2,817,898	3,014,780
Capital Expenses	3,645,693	Route Statistics	1,150,973	585,583	1,909,137
Total Revenue Requirement	\$ 74,003,446		\$ 36,362,782	\$ 16,125,123	\$ 21,515,541

The projected FY 20/21 expenses are compared with the estimated revenue from FY 20/21 COS in **Figure 3-3**. The allocation of costs between volumetric and fixed costs is not available for the current rate structures.

Figure 3-3. Current Rate Revenue Compared to Cost of Service

Components of Rate Structure	Current Rate Revenue	FY 20/21 Cost of Service	Difference (Cost of Service Minus Current)
Cost of Service			
Volumetric*			
Refuse Collection	N/A	\$ 23,658,842	
Fixed Costs			
Refuse Collection	N/A	12,703,940	
Recycling Collection	N/A	16,125,123	
Organics Collection	N/A	21,515,541	
Total	\$ 47,023,129	\$ 74,003,446	\$ 26,980,317
% Surplus/(Shortfall)			57.4%
* Based on size of container			
N/A - Not Available			

The comparison of revenue from current rates with the revenue requirement indicates that an overall 57.4% (\$26,980,317) increase in revenue is needed.

Section 4 provides a recommended rate structure to meet the COS.

SECTION 4. RATE DESIGN – COST OF SERVICE

This section discusses the design of volumetric charges for the various sizes of containers and the fixed service charges for all three material types collected (refuse, recycling and organics). All cost categories were evaluated to determine if the cost would fluctuate (variable) or remain constant (fixed) if there was variances in the subscribed service and type of container.

Refuse Collection

Volumetric (Variable) Collection Costs

Volumetric (variable) collection costs are proportional costs based on the subscribed size and type of container. In order to properly allocate the variable costs, the various factors identified below were calculated based on existing subscription levels. The variable collection costs exclude transfer and disposal and fixed costs which are calculated separately.

Full Time Equivalent Route Factor

The subscribed level of service, in essence, reserves that particular volume of space in the collection vehicle. The County must route its drivers and vehicles in order to ensure the routes have capacity to meet the customer demand. Therefore, a “Full Time Equivalent Route Factor” (FTE Route Factor) was calculated for each size of container based on collection truck capacity, average route hours, and disposal trip time. **Figure 4-1** lists the FTE Route Factors:

Figure 4-1. Full Time Equivalent Route Factor

Container	FTE Route Factor
30 Gallon	1.11
60 Gallon	1.33
90 Gallon	1.55

Equivalent Container Factor

An Equivalent Container Factor (ECF) was calculated to determine the variable component of the monthly rate as follows:

1. An adjusted number of loads for each size of container was calculated assuming 100% of customers subscribed to one size.
2. An Adjusted Loads Costs was determined based on the actual collection costs divided by actual loads multiplied by the Adjusted Loads.
3. The ECF was calculated by dividing the Adjusted Loads Costs (Step 2) by the minimum cost per load.

Figure 4-2 lists the ECF.

Figure 4-2. Equivalent Container Factor

Container	Equivalent Container Factor (ECF)
30 Gallon	1.00
60 Gallon	2.40
90 Gallon	4.19

Equivalent Container Units

Equivalent Container Units (ECU) were calculated in order to properly allocate the variable collection costs, excluding the refuse transfer, processing, and disposal costs. ECUs were calculated by multiplying the number of containers by size by the applicable ECF. **Figure 4-3** shows the calculation of the ECU’s for containers.

Figure 4-3. Equivalent Container Units

Container	Equivalent Container Factor (ECF)	Current Containers in Service	Equivalent Container Units (ECU)
	A	B	A x B
30 Gallon	1.00	34,409	34,409
60 Gallon	2.40	110,088	263,916
90 Gallon	4.19	22,204	93,077
		Total Cart ECUs	391,402

Variable Route Collection Costs Calculation

Annual variable costs were determined based on the County’s projected collection costs that would fluctuate based on the size of container and frequency of service. Costs include such items as: costs for labor and equipment operation and maintenance. **Figure 4-4** shows the calculation of the Variable Route Collection Costs per month.

Figure 4-4. Variable Route Collection Costs per Month (FY 20/21)

			Container Size (Gallons)		
			30	30	90
Annual Variable Costs	\$ 11,839,882	A			
Equivalent Container Units (ECU)	391,402	B			
Annual Variable Costs per ECU	\$ 30.25	A / B = C			
Monthly Variable Cost per ECU	\$ 2.52	C / 12 = D			
Equivalent Container Factor		E	1.00	2.40	4.19
Variable Route Collection Costs per Month		D x E	\$ 2.52	\$ 6.04	\$10.57

Fixed and Indirect Collection Costs

Fixed collection costs are determined based on the County’s projected costs that are not dependent on the subscribed service volume. Fixed costs include such items as: services and supplies, administration and support services, and capital charges. Indirect costs include such items as: HHW programs and street sweeping. **Figure 4-5** shows the calculation of Fixed Costs.

Figure 4-5. Fixed and Indirect Collection Costs (FY 20/21)

		Containers		
		Refuse	Recycling	Organics
Annual Fixed and Indirect Costs	A	\$ 12,693,940	\$ 15,054,194	\$ 21,109,372
Number of Accounts	B	164,272	164,272	164,272
Fixed Cost per Year	A / B = C	\$ 77.27	\$ 91.64	\$ 128.50
Fixed Cost per Month	C / 12	\$ 6.44	\$ 7.64	\$ 10.71

Transfer, Disposal, and Processing Costs

Transfer, disposal, and processing costs of the collected materials are calculated by multiplying projected actual tons by the rates at each facility. The cost per gallon is calculated by dividing the actual transfer, disposal, and processing costs by the number of subscribed gallons serviced. **Figure 4-6** lists the Transfer and Disposal costs per containers.

Figure 4-6. Transfer, Disposal, and Processing Cost per Month (FY 20/21)

		Refuse Container		
		30 Gallon	60 Gallon	90 Gallon
Total Transfer/Disposal/Processing Costs	A	\$ 11,816,005		
Total Subscribed Gallon	B	9,635,873		
Transfer/Disposal/Processing Cost per Gallon	A / B = C	\$ 1.23		
Transfer/Disposal/Processing Cost per Month	C / 12 * Size	\$ 3.07	\$ 6.13	\$ 9.20

Figure 4-7 summarizes refuse COS rates for container service one time per week (first container).

Figure 4-7. Refuse Collection Costs (Service 1X per Week, First Container)

	Container Size		
	30 Gallon	60 Gallon	90 Gallon
Refuse Collection - 1st Container			
Variable	\$ 2.52	\$ 6.04	\$ 10.57
Fixed	6.44	6.44	6.44
Transfer/Disposal/Processing	3.07	6.13	9.20
	<u>\$ 12.03</u>	<u>\$ 18.62</u>	<u>\$ 26.21</u>

Recycling and Organics

Recycling and Organics costs are calculated using the same method of projecting future costs as for refuse. However, since recycling and organics services are standardized at 90 gallon cart sizes, the overall cost is treated as a fixed component of the rate projections. Total collection costs for each material type are divided by the number of billed customers. Therefore, all customers are billed the same monthly charge. If, under special circumstances, a customer requests a different size container, the base rate will still be charged.

Base Service Rates

Figures 4-8 compares the current and COS based rates. The percentage increase varies for each level of service based on the proportion of fixed to volumetric components of the rate.

Figure 4-8a. Comparison of Current and Cost of Service Rates

Refuse, Recycling, and Organics	Current Rates	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
		30 Gallon Refuse	\$ 19.95	\$ 12.03	\$ 11.63	\$ 12.06
90 Gallon Recycling	-	7.64	7.61	7.98	8.33	8.67
90 Gallon Organics	-	10.71	12.72	13.66	14.34	14.92
	\$ 19.95	\$ 30.37	\$ 31.96	\$ 33.69	\$ 35.14	\$ 36.38
60 Gallon Refuse	\$ 23.55	\$ 18.62	\$ 18.32	\$ 18.83	\$ 19.34	\$ 19.76
90 Gallon Recycling	-	7.64	7.61	7.98	8.33	8.67
90 Gallon Organics	-	10.71	12.72	13.66	14.34	14.92
	\$ 23.55	\$ 36.96	\$ 38.65	\$ 40.46	\$ 42.02	\$ 43.34
90 Gallon Refuse	\$ 30.76	\$ 26.21	\$ 26.05	\$ 26.67	\$ 27.32	\$ 27.85
90 Gallon Recycling	-	7.64	7.61	7.98	8.33	8.67
90 Gallon Organics	-	10.71	12.72	13.66	14.34	14.92
	\$ 30.76	\$ 44.55	\$ 46.38	\$ 48.30	\$ 49.99	\$ 51.43

Figure 4-8b. Proposed Cost of Service Year-Over-Year Change to Rates

Refuse, Recycling, and Organics	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
30 Gallon	\$ 10.42 52.2%	\$ 1.59 5.2%	\$ 1.73 5.4%	\$ 1.45 4.3%	\$ 1.25 3.5%
60 Gallon	\$ 13.41 56.9%	\$ 1.69 4.6%	\$ 1.82 4.7%	\$ 1.55 3.8%	\$ 1.33 3.2%
90 Gallon	\$ 13.79 44.8%	\$ 1.83 4.1%	\$ 1.92 4.1%	\$ 1.69 3.5%	\$ 1.44 2.9%

Additional Containers

There are occasions, due to service demands, that a customer may have additional refuse, recycling, and/or organics containers beyond the base service level. A rate for the additional container includes the variable cost component, fixed container component, and the transfer/disposal/ processing component.

Refuse

Figure 4-9 shows a calculation for the refuse component of one 90 gallon and one 60 gallon refuse container serviced one time per week. Recycling and organics also have a second container charge that includes a variable cost component, a fixed container component, and a processing component.

Figure 4-9. Calculation of Monthly Rate for one 90 Gallon and one 60 gallon Refuse Container Service

Base Rate - 90 Gallon Container	A	\$ 26.21
Second 60 Gallon Container - Transfer/Disposal/Processing	B	\$ 6.13
Additional Fixed (Container)	C	\$ 0.32
Variable Costs - 60 Gallon Container	D	\$ 6.04
Rate Calculation		
Base Rate		
90 Gallon Container	A	\$ 26.21
Additional 60 Gallon Container		
Transfer/Disposal/Processing	B	\$ 6.13
Fixed Portion	C	0.32
Variable Portion	D	6.04
	E	<u>\$ 12.50</u>

Recycling

Recycling also has a second container charge that includes a variable cost component, a fixed container component, and a processing component. Figure 4-10 shows a calculation for the recycling component of the monthly rate with an additional 90 gallon recycling container.

Figure 4-10. Calculation of Monthly Rate for Two 90 Gallon Recycling Container Service

Base Rate - One 90 Gallon Container	A	\$ 7.64
Transfer/Disposal/Processing	B	\$ 2.05
Additional Fixed (Container)	C	\$ 0.37
Variable Costs	D	\$ 2.83
Rate Calculation		
Base Rate		
90 Gallon Container	A	\$ 7.64
Additional 90 Gallon Container		
Transfer/Disposal/Processing	B	\$ 2.05
Fixed Portion	C	0.37
Variable Portion	D	2.83
	E	<u>\$ 5.24</u>

Organics

Organics also has an additional container charge after the base of two containers that includes a variable cost component, a fixed container component, and a processing component. **Figure 4-11** shows a calculation for the organics component of the monthly rate with an additional 90 gallon organics container.

Figure 4-11. Calculation of Monthly Rate for Two 90 Gallon Organic Container Service

Base Rate - Two 90 Gallon Containers	A	\$ 10.71
Transfer/Disposal/Processing	B	\$ 3.10
Additional Fixed (Container)	C	\$ 0.37
Variable Costs	D	\$ 2.56
Rate Calculation		
Base Rate		
90 Gallon Container	A	\$ 10.71
Additional 90 Gallon Container		
Transfer/Disposal/Processing	B	\$ 3.10
Fixed Portion	C	0.37
Variable Portion	D	2.56
	E	<u>\$ 6.03</u>

Standard Service Calculation

Approximately 68% of the customer base subscribes to 60 gallon refuse service. As such, 60 gallons is the predominant level of service combined with a 90 gallon recycling and a 90 gallon organics container. The current rate structure includes the cost of two organics containers in the monthly rate. Going forward the rate structure will maintain this service level (i.e., 180 gallons serviced every two weeks). With the switch to weekly organics service beginning January 1, 2022, the rate structure will only include one container in the standard monthly rate. One container picked up every week represents an equivalent level of service to two containers picked up every other week.

Figure 4-12 shows the projected rates for 60 gallon service through FY 24/25 at COS rates beginning in FY 20/21. Approximately 34% of customers currently have more than one organics container that under the new rate structure will have an associated additional container charge starting on January 1, 2022 or whenever weekly collection commences. We have included in **Figure 4-12** the projected additional container charge for organics containers. Our projections have anticipated that a large percentage of customers will opt out of the second container once service is every week and an associated charge is imposed. The projections assume that approximately 25% of customers will downsize to a single cart in FY 21/22 and an additional 50% will downsize in FY 22/23.

Figure 4-12. Standard Service Rate Components

	Current Rates	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Refuse	\$ 23.55	\$ 18.62	\$ 18.32	\$ 18.83	\$ 19.34	\$ 19.76
Recycling	-	7.64	7.61	7.98	8.33	8.67
Organics	-	10.71	\$12.72	\$13.66	\$14.34	\$14.92
Total	\$ 23.55	\$ 36.96	\$ 38.65	\$ 40.46	\$ 42.02	\$ 43.34
Year over Year % Change		57%	5%	5%	4%	3%
Year over Year \$\$ Change		\$ 13.41	\$ 1.69	\$ 1.82	\$ 1.55	\$ 1.33
Additional Organics Cart - Monthly Charge (3+ Carts)	\$ -	\$ 6.03	\$ 8.36	\$ 11.13	\$ 11.66	\$ 12.11

SECTION 5. CUSTOMER BILL IMPACTS

The current residential collection service rates alone will not provide the revenue needed to fund existing and projected operating and capital expenses and move towards the required Fund Balance and therefore must be adjusted.

Rate Setting

Using the Financial Model, we developed the necessary rate adjustment. This assumes the rates are adjusted to be equal to the COS to provide weekly refuse collection, every other week recycling collection, and weekly organics collection (beginning January 1, 2022). COS rates were developed using the following assumptions:

- Personnel, operating, and maintenance expenses were projected to grow based on annual escalators as shown in **Figure 5-1**.

Figure 5-1. Escalators

Forecast Method		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Caltrans Forecast	Growth	1.2%	1.2%	1.2%	1.2%	1.1%
Caltrans Forecast	Inflation	3.0%	3.1%	2.7%	2.6%	2.8%
Sacramento County Provided	Growth (County)	1.0%	1.0%	1.0%	1.0%	1.0%
Net County Charge	County	5.0%	5.0%	5.0%	5.0%	5.0%
No Change	None	0.0%	0.0%	0.0%	0.0%	0.0%

- Rates should be sufficient to fund operating and capital expenses and move towards the required working capital and capital projects Fund Balance.
- In order to ensure compliance with Proposition 218 in using the Fund Balance, working capital and capital project Fund Balances can only be used to support solid waste-related programs that benefit ratepayers.
- Rates were assumed to be effective on February 1, 2021 and July 1, of each year thereafter beginning with July 1, 2021.

The COS is shown in **Figures 5-2**. This shows the rates necessary to meet the COS revenue requirement. The rates for FY 20/21 assume inflated costs based on the Caltrans Forecast or recommendations by DWMR staff. Costs in subsequent years were adjusted in the same manner. Additionally, applicable costs were adjusted based on the expected costs for new programs such as SB 1383 compliance and increased disposal and processing costs from NARS, Kiefer Landfill, and outside processors.

Figure 5-2a. Proposed Cost of Service Monthly Rates

Refuse, Recycling, and Organics	Current Rates	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
30 Gallon	\$ 19.95	\$ 30.37	\$ 31.96	\$ 33.69	\$ 35.14	\$ 36.38
60 Gallon	\$ 23.55	\$ 36.96	\$ 38.65	\$ 40.46	\$ 42.02	\$ 43.34
90 Gallon	\$ 30.76	\$ 44.55	\$ 46.38	\$ 48.30	\$ 49.99	\$ 51.43

Figure 5-2b. Proposed Cost of Service Year-Over-Year Change to Rates

Refuse, Recycling, and Organics	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
30 Gallon	\$ 10.42	\$ 1.59	\$ 1.73	\$ 1.45	\$ 1.25
	52.2%	5.2%	5.4%	4.3%	3.5%
60 Gallon	\$ 13.41	\$ 1.69	\$ 1.82	\$ 1.55	\$ 1.33
	56.9%	4.6%	4.7%	3.8%	3.2%
90 Gallon	\$ 13.79	\$ 1.83	\$ 1.92	\$ 1.69	\$ 1.44
	44.8%	4.1%	4.1%	3.5%	2.9%

Survey of Comparable Rates

Figure 5-3 shows the results of HF&H's survey of residential solid waste rates for jurisdictions located within and in close proximity to Sacramento County (County), including Placer County, San Joaquin County, and Yolo County. We have applied the proposed residential rates for purposes of comparing County's rates to other jurisdictions.

Residential rates for a 60 to 64 gallon container (the most common residential service level in the County) range from \$15.05/month (Woodland) to \$43.86/month (Lodi), while the County's proposed rate is \$36.96/month. Of the seventeen (17) jurisdictions, twelve (12) of the jurisdictions' 60-64 gallon container rates are lower than the estimated rate and five (5) are higher than the estimated rate.

While the recommended rates compare favorably to those surveyed, we caution the County that this survey is presented as an indication of the reasonableness of the estimated FY 20/21 rates. It should not draw conclusions from this information because rate comparisons are intrinsically difficult and often misleading. This difficulty results from differences in issues such as:

1. The services provided;
2. Operational differences;
3. The terrain in which the service is performed;
4. Disposal and material processing costs;
5. Rate structures; and,

- 6. Governmental fees (e.g., franchise fees, vehicle impact fees, etc.) that may be available in some jurisdictions to subsidize solid waste services.

Figure 5-3. Collection Rate Survey

Jurisdiction/City	County	Effective Date	Residential Single Family			Service Information	
			30-35 Gallon	60-64 Gallon	90-96 Gallon	Rec. Freq.	YW Freq.
City of Lodi	San Joaquin	4/1/2020	\$29.14	\$43.86	\$95.56	Bi-Weekly	Bi-Weekly
City of Davis	Yolo	7/1/2020	\$38.70	\$42.85	\$51.11	Weekly	Weekly
City of Sacramento	Sacramento	7/1/2020	\$37.26	\$42.59	\$47.39	Bi-Weekly	Weekly
City of Stockton	San Joaquin	1/1/2020	\$31.59	\$40.01	\$48.47	Weekly	Weekly
City of Galt	Sacramento	3/1/2020	\$33.00	\$38.50	\$61.00	Bi-Weekly	Bi-Weekly
County of Sacramento - Proposed	Sacramento	2/1/2021	\$30.37	\$36.96	\$44.55	Bi-Weekly	Bi-Weekly
City of Tracy	San Joaquin	1/1/2012	N/A	\$36.50	\$43.20	Bi-Weekly	Bi-Weekly
City of Manteca	San Joaquin	1/1/2019	\$30.07	\$31.97	\$33.66	Bi-Weekly	Bi-Weekly
County of Placer - Franchise Area 2 ¹	Placer	7/1/2019	\$23.48	\$31.19	\$38.88	Weekly	N/A
City of Rocklin ²	Placer	7/1/2020	\$14.48	\$30.21	\$33.78	Weekly	Weekly
City of Folsom	Sacramento	7/1/2020	N/A	\$30.00	\$34.00	Bi-Weekly	Bi-Weekly
City of Elk Grove	Sacramento	7/1/2020	\$24.81	\$28.32	\$35.40	Bi-Weekly	Bi-Weekly
County of Placer - Franchise Area 3 ¹	Placer	7/1/2019	\$20.44	\$27.28	N/A	Weekly	N/A
City of Rancho Cordova	Sacramento	7/1/2020	\$22.88	\$27.05	\$35.71	Bi-Weekly	Bi-Weekly
City of Roseville	Placer	7/1/2020	N/A	\$26.86	\$26.85	Drop-Off	Weekly
County of Placer - Franchise Areas 1 and 4 ¹	Placer	7/1/2019	\$18.25	\$26.34	\$33.68	Weekly	N/A
County of Sacramento - Current	Sacramento	7/1/2010	\$19.95	\$23.55	\$30.76	Bi-Weekly	Bi-Weekly
City of Citrus Heights	Sacramento	1/1/2020	\$19.95	\$22.15	\$27.55	Bi-Weekly	Bi-Weekly
City of Woodland	Yolo	1/1/2020	\$12.75	\$15.05	\$26.16	Weekly	Weekly
50th Percentile			\$24.15	\$30.21	\$35.56		
75th Percentile			\$30.68	\$37.73	\$46.68		
Average			\$25.45	\$31.64	\$41.54		
Notes:							
¹ 2 - 32 gallon cart rate instead of a 60-64 gallon container rate and 3 - 32 gallon cart rate instead of 90-96 gallon container rate.							
² Unlimited toter service with additional monthly rental fee per toter of \$3.57							

ATTACHMENT A: RATE MODEL SUMMARY

Description	Forecast Method	Model Forecast FY 20-21	Model Forecast FY 21-22	Model Forecast FY 22-23	Model Forecast FY 23-24	Model Forecast FY 24-25
Salaries and Benefits						
Salaries and Wages	Inflation	\$ 11,308,787	\$ 12,819,598	\$ 14,220,562	\$ 14,839,705	\$ 15,344,068
Employee Benefits	County	\$ 3,045,753	\$ 3,963,585	\$ 4,839,092	\$ 5,218,255	\$ 5,522,168
Services and Supplies						
Services and Supplies	County	\$ 2,844,906	\$ 2,933,098	\$ 3,018,326	\$ 3,104,580	\$ 3,196,319
Equipment Maintenance	Inflation	\$ 8,155,385	\$ 9,642,266	\$ 11,203,491	\$ 11,763,666	\$ 12,351,849
Equipment Leases	Inflation	\$ 29,355	\$ 30,265	\$ 31,144	\$ 32,034	\$ 32,980
Fuel & Lubricants	Inflation	\$ 1,255,462	\$ 1,459,514	\$ 1,667,377	\$ 1,715,838	\$ 1,767,042
County Charges	Inflation	\$ 616,648	\$ 635,764	\$ 654,240	\$ 672,940	\$ 692,827
Recycling	Inflation	\$ 4,424,028	\$ 4,669,083	\$ 4,889,134	\$ 5,106,756	\$ 5,347,212
SRTS Transfer Fee	Inflation	\$ 1,267,044	\$ 1,279,935	\$ 1,287,941	\$ 1,294,734	\$ 1,304,101
Cart Purchase	None	\$ 1,377,592	\$ 1,420,298	\$ 1,461,569	\$ 1,503,336	\$ 1,547,760
Other Charges						
Other Charges	None	\$ 4,508,492	\$ 4,508,492	\$ 4,508,492	\$ 4,508,492	\$ 4,508,492
County Charges	County	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve Adjustment						
Reserve Adjustment	None	\$ 3,160,496	\$ -	\$ -	\$ -	\$ -
Interfund Charges						
HHW Program Charges	Inflation	\$ 1,830,212	\$ 1,886,949	\$ 1,937,896	\$ 1,988,282	\$ 2,043,954
Intrafund Charges						
Intrafund Charges	Inflation	\$ 8,155,235	\$ 8,408,048	\$ 8,652,381	\$ 8,899,659	\$ 9,162,654
Tipping Charges	None	\$ 18,378,356	\$ 19,787,040	\$ 20,527,618	\$ 21,142,279	\$ 21,811,606
Capital						
Add: Capital Expenditures - Final CIP	CIP - Adopted	\$ 3,645,693	\$ 4,700,917	\$ 6,021,239	\$ 7,249,324	\$ 8,240,098
Add: Capital Equipment	Equipment - Adopte	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operational Requirements		\$ 74,003,446	\$ 78,144,850	\$ 84,920,502	\$ 89,039,879	\$ 92,873,130
		Model Forecast FY 20-21	Model Forecast FY 21-22	Model Forecast FY 22-23	Model Forecast FY 23-24	Model Forecast FY 24-25
Total Revenue		\$ 58,196,219	\$ 78,144,850	\$ 84,920,502	\$ 89,039,879	\$ 92,873,130

ATTACHMENT C: RECYCLING CONTAINER COST OF SERVICE CALCULATIONS

Recycling Cost of Service Information FY 20-21					Operational Information					Recycling Cart Rates by Cost of Service											
Object	Description	New Services	North	South	Total	Container Size (Gal)	90	90	90	TOTAL	Container Size (Gal)	90	90	90	TOTAL						
Salaries and Benefits						Processing lbs per Container					Setouts/Max Load										
10.1	Salaries and Wages	\$ 56,636	\$ 1,517,177	\$ 1,250,632	\$ 2,824,446	Cart 1	2.74	5.47	8.21		350	350	350								
10.2	Employee Benefits	\$ 36,082	\$ 419,865	\$ 305,605	\$ 761,552	Cart 2	2.74	5.47	8.21		2,877	10,142	149,917	162,936							
Services and Supplies						Subscribed Gal per Wk					Loads if All Subs (per Week)										
20	Services and Supplies	\$ -	\$ 473,081	\$ 242,073	\$ 715,155	Cart 1	258,930	912,780	13,492,571	14,664,281	464.95	464.95	464.95								
20.1	Equipment Maintenance	\$ -	\$ 1,180,270	\$ 860,599	\$ 2,040,869	Cart 2	3,240	89,910	1,439,550	1,532,700	2.10	2.10	2.10								
20.2	Equipment Leases	\$ -	\$ 6,858	\$ 625	\$ 7,483	Cart 1 Tons	614	2,164	31,988	34,766	977.73	977.73	977.73								
20.3	Fuel & Lubricants	\$ -	\$ 207,491	\$ 108,041	\$ 315,532	Cart 2 Tons	8	213	3,413	3,634	Cost per Load				\$ 811						
20.4	County Charges	\$ -	\$ 78,367	\$ 75,377	\$ 153,744	Calc'd Rate/ton				\$ 115.21	Cost all Loads	\$ 792,586	\$ 792,586	\$ 792,586							
20.5	Recycling	\$ -	\$ -	\$ -	\$ 4,424,028	Cart 2 Disposal	\$ 885	\$ 24,558	\$ 393,197	\$ 418,640	Minimum				\$ 792,586						
20.6	Landfill leachate disposal	\$ -	\$ -	\$ -	\$ -	Recycling Lifts - 1st cart	2,877	10,142	149,917	162,936	Equivalent Container Factor	1.00	1.00	1.00							
20.7	SRTS Transfer Fee	\$ -	\$ -	\$ -	\$ -	Recycling Lifts - 2nd cart	36	999	15,995	17,030	Containers by Size (Frequency)	2,913	11,141	165,912							
20.8	Cart Purchase	\$ -	\$ 221,576	\$ 124,330	\$ 345,906	TOTAL Recycling Lifts	2,913	11,141	165,912	179,966	Equivalent Container Units (ECU)	2,913	11,141	165,912	179,966						
Other Charges						Avq per Route Day					Annual Variable Route Costs										
30	Other Charges	\$ -	\$ 741,711.94	\$ 391,215.79	\$ 1,132,928	Recycling Lifts / Route	67	256	3,814	4,137	ECUs				\$ 6,103,626						
30.1	County Charges	\$ -	\$ -	\$ -	\$ -	Trucks per Route	1	1	1	1	Annual Variable/ECU				\$ 179,966						
Reserve Adjustment						Recycling Lifts / Truck					Monthly Variable/ECU										
41	Reserve Adjustment	\$ 776,732	\$ -	\$ -	\$ 776,732		67	256	3,814	4,137					\$ 2.83						
Interfund Charges						Estimation of Equivalent Routes					1st Container										
50	Interfund Charges	\$ -	\$ -	\$ -	\$ -	Containers	2,913	11,141	165,912	179,966	Variable Route Costs/Month	\$ 2.83	\$ 2.83	\$ 2.83							
50.1	County Charges	\$ -	\$ -	\$ -	\$ -	% of All Subscribers	2%	6%	92%	100%	Fixed Costs/Container/Month	\$ 2.82	\$ 2.82	\$ 2.82							
50.2	Landfill Closure	\$ -	\$ -	\$ -	\$ -	Ideal 1-Load Route?	6	22	323	350	Recycling Txfr & Disp Cost/Month	\$ 2.05	\$ 2.05	\$ 2.05							
50.3	Wetland Preservation Fund	\$ -	\$ -	\$ -	\$ -	Setouts in Max Load	350	350	350	350	TOTAL MONTHLY RATE @ 1x/wk	\$ 7.70	\$ 7.70	\$ 7.70							
50.4	Capital Expenditures	\$ -	\$ -	\$ -	\$ -	Req'd Rte Days	514	514	514	514											
Interfund Reimbursements						Calculated Loads					2nd Container										
59	Interfund Reimbursements	\$ -	\$ -	\$ -	\$ -	Lifts/Hr.				513.5	Disposal	\$ 2.05	\$ 2.05	\$ 2.05							
Intrafund Charges						Cost of Container					Cost of Container										
60	Intrafund Charges	\$ -	\$ 1,186,604.95	\$ 854,560.62	\$ 2,041,166	Cost of Container	\$ 43.87	\$ 43.87	\$ 43.87		Yearly Cost over 10 years	\$ 0.37	\$ 0.37	\$ 0.37							
60.1	Tipping Charges	\$ -	\$ -	\$ -	\$ -																
Intrafund Reimbursements						Route Time					Residential Recycling										
69	Intrafund Reimbursements	\$ -	\$ 0	\$ 0	\$ 0	Hours to Pack-out	0.60	0.60	0.60	0.60	Variable - 1st Cart	\$ 8,131	\$ 28,664	\$ 423,709	\$ 5,526,047						
Total Recycling Operational Requirements					\$ 6,033,003	\$ 4,213,059	\$ 15,539,540	Hours to Dump Trip					Variable Second Cart								
Non-Rate Revenue					\$ -	\$ -	\$ -	Loads					Fixed								
Add: Capital Expenditures - Final CIP					\$ 585,583	\$ -	\$ 585,583	Dump Time					Disposal 1st Cart								
Add: Capital Equipment					\$ -	\$ -	\$ -	Total Route Time					Disposal 2nd Cart								
Total Operational Requirements					\$ 6,618,583	\$ 4,213,059	\$ 16,125,123	FTE Route Factor					Cost of Container 2nd Cart								
1st Cart							\$ 4,005,388	Recycling Collection Operational Costs					Subtotal								
2nd Cart							\$ 418,640	Cost of 2nd Container					\$ 22,340								
Transfer/Processing/Disposal Costs							\$ 4,424,028	Total Recycling Operational Requirements					\$ 83,323								
Cost of 1st Cart							\$ 271,195	Fig Check s/b 0					\$ 1,238,098								
Other Fixed Costs							\$ 5,251,563	Recycling Transfer/Disposal per Gallon/Month					\$ 16,125,123								
Fixed Costs							\$ 5,522,759	Recycling Lbs/Gallon					\$ -								
Recycling Collection Operational Costs							\$ 6,103,626	30-Gal Recycling Pounds per Setout					\$ 0.02								
Cost of 2nd Container							\$ 74,711	60-Gal Recycling Pounds per Setout					\$ 0.09								
Total Recycling Operational Requirements							\$ 16,125,123	90-Gal Recycling Pounds per Setout					\$ 0.33								
Fig Check s/b 0							\$ -	Side Loaders					\$ 3								
Accounts								Rear Loaders					\$ 5								
1st Container							2,877	10,142	149,917	162,936		S/L Capacity					\$ 8				
2+ Containers							36	999	15,995	17,030		R/L Capacity					\$ 33				
Refuse Accounts							34,339	108,941	20,993	164,272		Collection Body Recycling Yards					\$ 25.91				
ECU							2,913	11,141	165,912	179,966		Collection Body Recycling Tons					\$ 1.44				
Difference between 1st & Refuse										(15,694)		Cost/min for additional freq. of service					\$ 2.17				
Reconciliation of Billed Revenue to Costs												Additional Service Frequency Time (Minutes)					\$ 0.3				
Refuse Accounts										164,272		Additional Service Frequency Cost					\$ 0.65				
Monthly Rate										\$ 7.64		Annual Revenue					\$ 15,054,194				
Annual Revenue										\$ 15,054,194		2+ Cart Accounts					\$ 17,030				
2+ Cart Accounts										17,030		Monthly Rate					\$ 5.24				
Monthly Rate										\$ 5.24		Annual Revenue					\$ 1,070,929				
Annual Revenue										\$ 1,070,929		Total Annual Revenue					\$ 16,125,123				
Total Annual Revenue										\$ 16,125,123		Total Recycling Rev Requirement					\$ 16,125,123				
Total Recycling Rev Requirement										\$ -		Fig Check s/b 0					\$ -				
Fig Check s/b 0										\$ -		Annual Variable Route Costs					\$ 6,103,626				
Fig Check s/b 0										\$ -		Less Variable Attributed to 2+ Carts					\$ 577,578				
Fig Check s/b 0										\$ -		Adjusted Variable Route Costs					\$ 5,526,047				
Fig Check s/b 0										\$ -		Annualized Billed Accounts					\$ 1,971,270				
Fig Check s/b 0										\$ -		Monthly Variable/Billed Account					\$ 2.80				
Fig Check s/b 0										\$ -		Annual Disposal/Processing Costs					\$ 4,424,028				
Fig Check s/b 0										\$ -		Less Disposal/Processing Attributed to 2+ Carts					\$ 418,640				
Fig Check s/b 0										\$ -		Annualized Billed Accounts					\$ 4,005,388				
Fig Check s/b 0										\$ -		Monthly Disposal/Billed Account					\$ 2.03				
Fig Check s/b 0										\$ -		Annual Fixed Costs					\$ 5,522,759				
Fig Check s/b 0										\$ -		Annualized Billed Accounts					\$ 1,971,270				
Fig Check s/b 0										\$ -		Monthly Fixed Costs/Billed Account					\$ 2.80				
Fig Check s/b 0										\$ -		Monthly Variable					\$ 2.80				
Fig Check s/b 0										\$ -		Monthly Fixed					\$ 2.80				
Fig Check s/b 0										\$ -		Monthly Disposal/Processing					\$ 2.03				
Fig Check s/b 0										\$ -		Fig Check s/b 0					\$ 7.64				

ATTACHMENT E:

MONTHLY CONTAINER RATES – COST OF SERVICE

Refuse 20-21 COS Rates			
Frequency	30	60	90
1 /week	\$ 12.03	\$ 18.62	\$26.21
Extra Container	\$ 5.84	\$12.50	\$20.13

Refuse 21-22 COS Rates			
Frequency	30	60	90
1 /week	\$ 11.63	\$ 18.32	\$ 26.05
Extra Container	\$ 5.90	\$ 12.66	\$ 20.43

Refuse 22-23 COS Rates			
Frequency	30	60	90
1 /week	\$ 12.06	\$ 18.83	\$ 26.67
Extra Container	\$ 5.96	\$ 12.80	\$ 20.68

Recycling 20-21 COS Rates			
Frequency	30	60	90
0.5 /week	\$7.64	\$7.64	\$7.64
Extra Container	\$ 5.24	\$5.24	\$5.24

Recycling 21-22 COS Rates			
Frequency	30	60	90
1 /week	\$7.61	\$7.61	\$7.61
Extra Container	\$ 5.46	\$5.46	\$5.46

Recycling 22-23 COS Rates			
Frequency	30	60	90
1 /week	\$7.98	\$7.98	\$7.98
Extra Container	\$ 5.64	\$5.64	\$5.64

Organic 20-21 COS Rates			
Frequency	30	60	90
0.5 /week	\$10.71	\$10.71	\$10.71
Extra Container	\$ 6.03	\$6.03	\$6.03

Organic 21-22 COS Rates			
Frequency	30	60	90
1 /week	\$12.72	\$12.72	\$12.72
Extra Container	\$ 8.36	\$8.36	\$8.36

Organic 22-23 COS Rates			
Frequency	30	60	90
1 /week	\$13.66	\$13.66	\$13.66
Extra Container	\$ 11.13	\$11.13	\$11.13

Total 20-21 COS Cart Rates			
Frequency	30	60	90
1 /week	\$30.37	\$36.96	\$44.55

Total 21-22 COS Cart Rates			
Frequency	30	60	90
1 /week	\$31.96	\$38.65	\$46.38

Total 22-23 COS Cart Rates			
Frequency	30	60	90
1 /week	\$33.69	\$40.46	\$48.30

Refuse 23-24 COS Rates			
Frequency	30	60	90
1 /week	\$ 12.47	\$ 19.34	\$ 27.32
Extra Container	\$ 6.03	\$ 12.98	\$ 21.00

Refuse 24-25 COS Rates			
Frequency	30	60	90
1 /week	\$ 12.80	\$ 19.76	\$ 27.85
Extra Container	\$ 6.08	\$ 13.11	\$ 21.24

Recycling 23-24 COS Rates			
Frequency	30	60	90
1 /week	\$8.33	\$8.33	\$8.33
Extra Container	\$ 5.82	\$5.82	\$5.82

Recycling 24-25 COS Rates			
Frequency	30	60	90
1 /week	\$8.67	\$8.67	\$8.67
Extra Container	\$ 6.02	\$6.02	\$6.02

Organic 23-24 COS Rates			
Frequency	30	60	90
1 /week	\$14.34	\$14.34	\$14.34
Extra Container	\$ 11.66	\$11.66	\$11.66

Organic 24-25 COS Rates			
Frequency	30	60	90
1 /week	\$14.92	\$14.92	\$14.92
Extra Container	\$ 12.11	\$12.11	\$12.11

Total 23-24 COS Cart Rates			
Frequency	30	60	90
1 /week	\$35.14	\$42.02	\$49.99

Total 24-25 COS Cart Rates			
Frequency	30	60	90
1 /week	\$36.38	\$43.34	\$51.43

ITEM 40 BOS PUBLIC COMMENT 012

From: [Bishop, Amanda](#)
To: [Clerk of the Board Public Email](#)
Subject: FW: Protest - Solid Waste Curbside Collection Rate Increase
Date: Thursday, October 29, 2020 3:46:31 PM
Attachments: [Franklin John Kakies.pdf](#)

For the record.

Thanks,

Amanda K. Bishop
Deputy Clerk II
Sacramento County Board of Supervisors

From: Nava. Lisa <Naval@saccounty.net>
Sent: Thursday, October 29, 2020 3:33 PM
To: Claiborne. Jennifer <ClaiborneJ@saccounty.net>; Bishop. Amanda <bishopa@saccounty.net>
Cc: Munoz. Alma <MunozAl@saccounty.net>
Subject: Protest - Solid Waste Curbside Collection Rate Increase

Hi Jennifer – please see that attached written protest received for the rate increase scheduled for Dec. 8th at the Board of Supervisors.

Amanda – including you for the Clerk’s office also.

If any of you need the original letter please let me know.

Thanks!

Lisa Nava

Lisa M. Nava
Chief of Staff
Supervisor Phil Serna, District 1
County of Sacramento
700 H Street, Room 2450
Sacramento CA 95814
Naval@saccounty.net
916/874-5485

FRANKLIN JOHN KAKIES
6101 Leola Way
Sacramento, California
95824

October 26, 2020

COUNTY OF SACRAMENTO
P.O. Box 279420
Sacramento, California
95827-9420

RE: PROPOSED RATE INCREASE

As a homeowner in south Sacramento, I am writing to protest the projected rate increase.

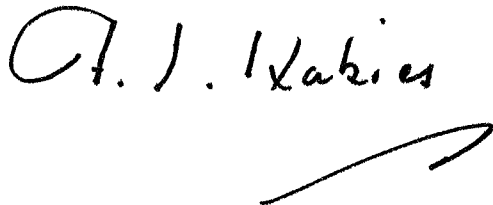
I live in a poor neighborhood, where many of my neighbors--myself included--live on fixed incomes, or work at low paying jobs. Our pensions and Social Security payments and salaries have not gone up by 30% since 2010, but rather the buying power of our dollars has decreased to the point where some of us do not know how to pay our bills and put food on our tables, both at the same time.

While I fully understand that the County has not raised its residential solid waste curbside collection rates since 2010, to do so now, IN THE MIDST OF A PANDEMIC, when many people are struggling to make ends meet at all, strikes me as tone deaf in the extreme.

The proposed rate is, as near as no matter, a 50% increase. That is a HUGE increase, regardless of whether or not it is warranted. My suggestion would be that the County look at its expenses to see whether it is operating at an optimal level, or whether there is 'fat' that might be cut. But I cannot tell you how to run what is purportedly a public service: I can only vehemently protest this increase.

In summation, this increase comes at the wrong moment and will increase the financial hardship of many people, and I respectfully suggest it not be implemented at this time.

Sincerely,

A handwritten signature in black ink that reads "F. J. Kakies". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Franklin John Kakies

c/c
Patrick Kennedy
Joe Serna

ITEM 40 BOS PUBLIC COMMENT 013

From: [Osborne, Pamela](#)
To: [Clerk of the Board Public Email](#)
Subject: FW: Scanned image from MX-3051
Date: Friday, October 23, 2020 4:25:58 PM
Attachments: [COB Scanning_20201023_152337.pdf](#)

For public record as per Alma 10/23/2020:

Thanks,
Pam Osborne
874-1840

-----Original Message-----

From: cobscanning@saccounty.net <cobscanning@saccounty.net>
Sent: Friday, October 23, 2020 4:24 PM
To: Osborne, Pamela <OsbornePa@saccounty.net>
Subject: Scanned image from MX-3051

Reply to: COB Scanning <cobscanning@saccounty.net> Device Name: Not Set Device Model: MX-3051
Location: Not Set

File Format: PDF (Medium)
Resolution: 300dpi x 300dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:

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<http://www.adobe.com/>

October 19, 2020

County of Sacramento
P.O. Box 279420
Sacramento, CA 95827-9420

Re: Protest of rate increase Sacramento Solid Waste Curbside Collection Services

To Whom It May Concern:

I am writing to protest the proposed rate increase for the County's monthly residential solid waste rate for the standard level of service. This includes the recycling and green waste garbage cans. There is absolutely no reason for this increase and am requesting that the County of Sacramento Waste Management refuse to implement this increase.

With COVID- 19 people are not working. Homeowners are now are on monthly budgets and with an increase of the rates, it will be a financial burden for everyone.

Sincerely,



Theresa Baptista
8221 Andalusian Drive
Sacramento, CA 95829

2020 OCT 23 AM 10:16
COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

Jean Rocker

October 19th, 2020

5630 Fairvale Way

Orangevale, Ca. 95662

Not am I only fixed/low income and 84 yrs. old next to NEVER fill my 30 gallon cart and could, and do sometimes, not put it to the curb. Even more often with Recycle and Green. Thanks for reading!!!!

Jean Rocker

Sacramento County Administration Center,
Board Chambers,
700 H Street, Sacramento, CA 95814

COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
2020 OCT 22 AM 11:46

ITEM 40 BOS PUBLIC COMMENT 014

From: [Almeda, Jamie](#)
To: [Clerk of the Board Public Email](#)
Subject: FW: Scanned image from MX-3051
Date: Monday, November 23, 2020 4:24:17 PM
Attachments: [RE Solid Waste Curbside CollectionProposed rate increase.pdf](#)

Good day Team,

I was advised to send a copy. We received this today via Post mail

~ Thank You,
Jamie Edwards Almeda
Office of Board of supervisors
Front Desk X 41840

-----Original Message-----

From: cobscanning@saccounty.net <cobscanning@saccounty.net>
Sent: Monday, November 23, 2020 2:41 PM
To: Almeda, Jamie <almedaj@saccounty.net>
Subject: Scanned image from MX-3051

Reply to: COB Scanning <cobscanning@saccounty.net> Device Name: Not Set Device Model: MX-3051
Location: Not Set

File Format: PDF MMR(G4)
Resolution: 300dpi x 300dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>

**William and Melanie Schauer
14037 Pheasant Run Court
Walnut Grove, CA 95690**

November 20, 2020

Re: Solid Waste Curbside Collection Notice of Proposed Rate Increase

To Sacramento County Board of Supervisors,

We've recently become aware of your meeting on December 8, 2020 to consider a very significant rate increase for residential garbage services.

We are writing to **strongly** oppose the proposed residential rate increase for the County of Sacramento Department of Waste Management and Recycling.

Sincerely,



William and Melanie Schauer
14037 Pheasant Run Court
Walnut Grove, CA 95690
Acct #50000435078

CLERK OF SACRAMENTO
BOARD OF SUPERVISORS
2020 NOV 23 PM 1:19

11/20/2020

SCHAUER
PDSBX126
PDS7 PNEASANT RINLITZHE
1301 WEST STREET, CA 95814

COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

2020 NOV 23 PM 1:12

SACRAMENTO CA 957

20 NOV 2020 PM 3 L



Sacramento Co. Administration Center
Board Chamber

7100 W St.

Sacramento CA 95814

95814-121899



ITEM 40 BOS PUBLIC COMMENT 015

From: [Henry Lim](#)
To: [Clerk of the Board Public Email](#)
Subject: Garbage Collection Rate Increase
Date: Monday, October 26, 2020 11:58:26 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hi Sac County,

With the increase of garbage collection, I would like to stop its collection.

How do I go about to stop it?

Regards,
Henry

ITEM 40 BOS PUBLIC COMMENT 016

From: [Chris Baker](#)
To: [Clerk of the Board Public Email](#)
Subject: Garbage Rate Increase
Date: Thursday, November 19, 2020 9:56:56 AM
Attachments: [doc04059720201119093648.pdf](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please accept this letter, contesting the proposed increases of these services.

Sacramento County Resident

Chris Baker
5045 San Marque Cir, Carmichael, CA 95608

November 19, 2020

County of Sacramento
PO BOX 279420
Sacramento, CA 95827-9420

Dear County of Sacramento:

I formally dispute the proposed rate hikes for garbage, green waste and recycling. We are already paying very high rates for a service that is minimal at best. The last rate increases did not provide better or additional services and yet rates continue to rise. (Over 161% for a 60 gallon can by July of 2024) Being a very long term resident of Sacramento County, I should not have to carry the extra burden of over-development and lack of improved infrastructure allowed in the last decade. These are the specific reasons I dispute these current proposed rate hikes:

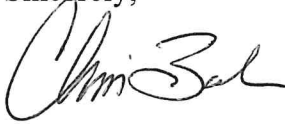
1. Garbage service is limited to once a week. There are no other options for home service garbage disposal available or allowed. Even if we decide to personally take our garbage to the dump each week, we cannot opt out of service charges for pickup.
2. Dump costs have increased to the point that it is too expensive for many people to take loads to transfer sites, causing excess illegal dumping in fields, road sides, and private properties. This rate hike will definitely increase this practice.
3. Most people do not have the means, time, or personal ability to take refuse to the transfer sites and are forced to find other means to dispose of larger, or weekly loads of refuse. Residents are being forced to rely on the current barely efficient system.
4. Annual "one time pick up" services are so limited in size, scheduling, and placement time constraints that it is almost too difficult for single persons, elderly, or working persons to utilize.
5. Personal recycling is virtually out of the question now as most recycle centers are in remote areas, wait times are extensive, benefits are not worth the time and effort, and conditions are usually abhorrent at these centers. This forces people to use your services, now and at an additional proposed cost.
6. Green waste is very limited for areas with large lots and extensive foliage, true of older neighborhoods. Additionally, cans now result in additional charges per can.
7. Street cleaning services are poorly scheduled and ineffective. They come when there is unnecessary clean up and often not at all during heavy leaf and branch seasons.
8. The phone system has switched to the "311" system. When trying to reach Sanitation for any reason, you are thrown into the general county 311 calls, which service NUMEROUS

Page 2

agencies now, causing and very long wait times and transfers to the individual you need to reach.

9. With the Covid-19 pandemic, job loss, business closures, increased costs of living, most people are struggling to survive. This is NOT the time to increase rates which will not improve the current system for the average individual!

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Baker". The signature is fluid and cursive, with the first name "Chris" and last name "Baker" clearly distinguishable.

Chris Baker
5045 San Marque Circle
Carmichael, CA 95608

November 19, 2020

ITEM 40 BOS PUBLIC COMMENT 017

From: [davekay1949](#)
To: [Clerk of the Board Public Email](#)
Subject: I protest and oppose the rate increase during COVID19 epidemic because the money situation is, almost every one is struggling to pay their bills and 128.96dollars every two months is already too much. I'm on a fixed income which is social security. My ...
Date: Saturday, October 17, 2020 3:45:30 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Sent from my Samsung Galaxy smartphone.

ITEM 40 BOS PUBLIC COMMENT 018

From: [JH](#)
To: [Clerk of the Board Public Email](#)
Subject: In support of Residential Curbside Collection Rates & Fees rate increase
Date: Thursday, October 22, 2020 5:54:06 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

My name is Jungyu (Justin) Hwang, a Carmichael resident.

I'm writing in support of the rate increase. I believe the financial analysis was convincing, and there's need to balance budgets. People can definitely be more conscious on reducing waste- no one needs to produce 60-90 gallons of waste a week. Our society is just wasteful in general, and with cheap rate, we're too comfortable with just throwing things away.

Only thing I suggest is, strict enforcement. There are much illegal dumping throughout the county. And with the proposed rate hike, the problem will just get worse. Not only illegal dumping, but gross negligence of waste separation should be cited accordingly. It's too easy to toss garbage in recycle bins, only to cause contamination of the whole recyclable materials.

I also suggest that the county consider zero-emission refuse trucks when the time comes to invest in new equipment- they could save some operation cost in fuel and maintenance.

Thank you for the opportunity to comment.

Sincerely,

Jungyu (Justin) Hwang
Carmichael

ITEM 40 BOS PUBLIC COMMENT 019

From: [Jessie Alvarez](#)
To: [Clerk of the Board Public Email](#)
Subject: Increase in fees
Date: Saturday, November 21, 2020 4:45:01 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

My name is Jessie Alvarez, I reside at 9351 Ottoman Way, Orangevale 95662. As a senior citizen and on a fixed income, an increase would continue to erode my standard of living. Its bad enough already and this would destroy any future plans I may have. Do not increase the fees, I live pay check to check as it is.

Signed : Jessie Alvarez

Sent from [Mail](#) for Windows 10

ITEM 40 BOS PUBLIC COMMENT 020

From: [Ruth Morgan](#)
To: [Clerk of the Board Public Email](#)
Subject: Increase in Waste Removal Rates
Date: Wednesday, October 28, 2020 1:27:13 PM
Attachments: [Roger L.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please see attached letter to protest the proposed rate increases.

Please confirm receipt of this email letter.

Thank you!

Roger Morgan
916-690-9545

Roger L. Morgan
511 Crosspoint Ave
Nampa, Idaho 83686

October 28, 2020

Sacramento County Admin Center
PO Box 279420
Sacramento, CA 95827-9420

This letter is in response to the proposed rate increases.

Because of the current economic climate due to Covid 19 /Corona Virus my tenants are suffering to one degree or another.

A rate increase will be passed on to them as I am on fixed income and things are unstable. I may lose tenants that can't afford to pay their rent and have to look for lower rents. I can't afford to lose tenants, my tenants can't afford an increase in Waste and Recycling costs.

I sincerely hope you reconsider this rate increase. Surely, your costs have not increased, you have not lost money or work because of Covid. Your business goes on as an essential business.

Sincerely,

Roger L Morgan

ITEM 40 BOS PUBLIC COMMENT 021

From: [Amy Mensch](#)
To: [Clerk of the Board Public Email](#)
Date: Saturday, November 7, 2020 5:17:53 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello. I have lived in the Arden Arcade area basically since birth. Which was 1968. I live on an easement road that is not a county road so it is not county maintained. This is a one-lane road and the trucks need to back in. My trash is collected on Thursday. On occasion the garbage truck has also picked up my recycle truck and dumped it in with the garbage. That has been reported. Recently I had a bulk pick up scheduled for November 4th. I put out my bulk items on November 3rd less than 24 hours before the scheduled pickup day. The fourth came and went. The 5th came and went the 6th came and went. I had contacted 311 multiple times. I contacted the bulk waste number which is billing multiple times. I was informed that a truck would be out by the end of business every one of those three days. I was also informed that a supervisor would get back to me which they never did. Finally at about 11:00 a.m. on the 7th a truck came in. Meanwhile my pile had been Disturbed and there was some trash blowing down the road with the winds that came in. Which I had to pick up. 160% increase is ridiculous to take the bill from \$25 to well over \$60 with no clear reasoning is absurd. We are not going to get better service we are not going to get more service. So what will we paying more for? Along with the garbage on my bill I am charged for drainage and street lights. I have no street lights on my road that are not owner provided. And I have no drainage and I have been in contact with DWR for years on this. So I am already paying for services that I am not getting. I am completely opposed to this rate increase.

Sincerely
Amy Mensch

ITEM 40 BOS PUBLIC COMMENT 022

From: [KA Johnson](#)
To: [Clerk of the Board Public Email](#)
Date: Sunday, November 22, 2020 9:20:49 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

22 November 2020

The County Board of Supervisors
700 H Street
Sacramento, CA 95814
BoardClerk@saccounty.net

Greetings County Board of Supervisors,

I am registering my opposition, in writing, to the rate increase for Consolidated Utilities Services as the practicability of attending the 8 December hearing is not advised during a pandemic situation.

Please understand that not only are the yearly rate increases inappropriate at this time, but they are also unfair, unjustified, and unwarranted during this tumultuous time in our corrupt, diseased, and fraying infrastructure State of California. Sacramento County has suffered horrendously with the onslaught of repeated business closures, loss of jobs, high cost of living, and other rates and utilities increases.

What is misunderstood is how the County arrived at this justification for rate increases when:

1. There is a loss of owned housing properties as persons lose their incomes, jobs, and living arrangements.
2. There are significant Increases in other necessary utilities such as water, gas, electric, and amenities for healthy living.
3. Running a street sweeper program that does nothing but push miniscule amounts of roadway debris into other spots in the area. If the inept leadership would repair the roadways with the taxes they have already collected for that purpose, there would be no need for using these ridiculous street sweeping machines to shove dirt around the street.
4. It seems unrealistic to affix a 30% increase in inflation with the current COVID-19 pandemic as so many have lost their homes, jobs, and are leaving the State of California in droves (would like to see the stats of how this figure was attained).
5. There is supposedly a drop in recycling markets and yet I see dozens of homeless persons scouring our recycling bins the nights before pick-up and then turning those collectables into other recycling centers for money. Possibly, the County should start policing persons who are illegally stealing recyclables out of curbside cans?
6. Please explain the Increased operational costs. What are they? Do these costs include increased salaries, perks, incentives, bonuses?

Congratulations and thank you on your previous year's accomplishments

- Cleaned up 9,000 illegally dumped piles. It is unfathomable to read about having 9,000 illegally dumped piles needing cleanup. What steps are being taken to identify and prosecute the offenders?

- Serviced 46,000 bulky waste pickup appointments (I utilized this invaluable and convenient service).
- Collected 76,000 tons of green waste. Thank you for helping to keep our homes, yards, and streets clear of leaves and lawn clippings.

Thank you,

K.A. Johnson

ITEM 40 BOS PUBLIC COMMENT 023

From: [Hung Nguyen](#)
To: [Clerk of the Board Public Email](#)
Subject: Make Solid Waste Rate Increase Protest available Online.
Date: Friday, November 27, 2020 11:56:16 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Suggest make the protest available online. So Sacramento County residents can protest to the proposed solid waste rate increase online.

Regards,

ITEM 40 BOS PUBLIC COMMENT 024

From: [RICH & HEATHER MADER](#)
To: [Clerk of the Board Public Email](#)
Subject: No on Proposed Sac County Refuse Rate Hike
Date: Friday, November 6, 2020 4:19:25 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

We formally dispute the proposed rate hikes for County garbage, water sewer. We are already paying very high rates for a service that is minimal at best. The last rate increases did not provide better or additional services and yet rates continue to rise. (Over 161% for a 60 gallon can by 7/24!!!) Being very long term residents of Sacramento Co, we should not have to carry the extra burden of over-development and lack of improved infrastructure allowed in the last decade.

Sincerely,
Heather & Rich Mader
1051 La Sierra Dr.
Sacramento, CA 95864

ITEM 40 BOS PUBLIC COMMENT 025

From: [Dimas Velasquez](#)
To: [Clerk of the Board Public Email](#)
Subject: No on Rate Increase for Solid Waste Curbside Collections
Date: Monday, November 2, 2020 9:44:35 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

I vote No on the Rate Increase for Solid Waste Curbside Collections. The rate increases over the past few years are making it hard to live in the area. Especially after the financial hardships of 2020. Please don't push the citizens out of their homes.

Thank You,
Dimas Velasquez
6252 Dundee Dr
North Highlands, Ca 95660
530-844-0444

Get [Outlook for iOS](#)

ITEM 40 BOS PUBLIC COMMENT 026

From: [Norma Sotelo](#)
To: [Clerk of the Board Public Email](#)
Subject: NO Rate increase on garbage and recycling/green waste
Date: Saturday, October 24, 2020 10:30:35 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

“Dear Sir or Madam:

“I am writing to protest the proposed rate increase for the County’s monthly residential solid waste rates for the standard level of service. This includes one recycling cart and one green waste cart. There is absolutely no reason for this increase and we request that the County refuse to implement this increase.

“Sincerely,”

Miguel A Sotelo
11855 Golden Amber Ct
Rancho Córdova, CA 95742

Sent from my iPhone

ITEM 40 BOS PUBLIC COMMENT 027

From: [Igor Gvero](#)
To: [Clerk of the Board Public Email](#)
Cc: [Julia Gvero](#)
Subject: Note: Opposing the proposed rate increase
Date: Friday, November 20, 2020 12:38:45 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To the attention of:

County of Sacramento
P.O. Box 279420
Sacramento, CA 95827-9420

Parcel Owner:

Igor Gvero and Julia Rae Gvero (Smith)

Parcel Address:

4405 Aubergine Way
Mather, CA 95655

RE: Protest Note – Rate Increase

Please note that we are *strongly protesting* the proposed solid waste rate increase for residential customers.

We are *NOT in favor* of any additional rate increases.

Thank you for your attention!

Igor Gvero and Julia Rae Gvero (Smith)

ITEM 40 BOS PUBLIC COMMENT 028

From: [Terry Hernandez](#)
To: [Clerk of the Board Public Email](#)
Subject: NOTICE OF PROPOSED RATE INCREASE AND PUBLIC HEARING DATE - mailing - 11/16/2020
Date: Monday, November 16, 2020 6:10:20 PM
Attachments: [Sac County Protest Letter Returned.pdf](#)
Importance: High

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Sacramento County Board of Supervisors,

On November 02, 2020, I mailed a protest letter to the address listed in the “NOTICE OF PROPOSED RATE INCREASE AND PUBLIC HEARING DATE” mailing.

Today, November 16, 2020, I received my letter back, the Post Office marked it “RETURN TO SENDER”, “NOT DELIVERABLE AS ADDRESSED”, “UNABLE TO FORWARD”.

I’ve verified that the returned envelope was addressed with the address in the mailing. Why was it returned? Is the address in the mailing correct?

I have attached a copy of the returned envelope so you can see that it was correctly addressed with the address in the mailing.

If we can’t email you a protest letter and our letters are returned, how do you expect one to submit a protest letter?

FYI..

Several Sacramento County Waste Management customers have posted on Nextdor.com; complaining that their protest letters have also been returned (the post date back to October 25, 2020). These customers were told it was a “glitch” with the post office and it would be fixed. Obviously the “glitch” hasn’t been fixed.

Our concern, since the protest letters are being returned to sender, the “majority” protest will not be met and the rate increase will go through. Given this issue, we believe there should be another mailing sent to your customers and the hearing date should be pushed out after December 08, 2020. We deserve a fairer process for submitting our opposition!

I look forward to hearing your response to this important issue.

Thank you in advance for your help.

Terry Hernandez
11753 Old Eureka Way
Gold River, CA 95670
916-947-0451

Terry Hernandez
11753 Old Eureka way
Gold River CA 95670

SACRAMENTO CA 957

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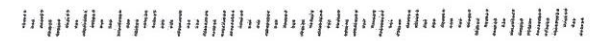
RETURN TO SENDER
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UNABLE TO FORWARD
BC: 95670835858 *1841-00039-02-39

County of Sacramento
PO Box 279420
Sacramento CA 95827-9420

R1: 93270000841875

UTF

956708358



Protest Rate Increase

ITEM 40 BOS PUBLIC COMMENT 029

From: [shawn king](#)
To: [Clerk of the Board Public Email](#)
Subject: Objection to proposed refuse rates
Date: Friday, November 6, 2020 3:17:27 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I'm opposed to any rate increase of refuse services and or other.

Thank you,
Shawn king
1610 El Nido Way
Sacramento Ca 95864

ITEM 40 BOS PUBLIC COMMENT 030

From: [michael kidd](#)
To: [Clerk of the Board Public Email](#)
Subject: Opinion, proposed solid waste rate increase
Date: Saturday, November 21, 2020 8:28:13 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Sir or Madam,

I am the property owner of 8393 Tampico Court, Fair Oaks, CA 95628 and of 5346 Ridgevale Way, Fair Oaks, CA 95628. These properties are owned by my wife and I through The Kidd Family Revocable Living Trust. Please record my written comment on the proposed solid waste rate increase, and forward it to the Board of Supervisors:

I am opposed to the rate increase, and I have mailed in written protest. The rate increase is unnecessary, as you have made clear in the mailer that you sent out to property addresses in the county.

You make clear that the rate increase is not necessary when you state, " If written protests are submitted by a majority of customers, the proposed rate increase will not be implemented."

You disingenuously indicate that you will respect the opinion of the majority of customers. You clearly have no intention of determining how the majority of customers feel about this rate increase. You know full well that placing the burden to mail in written protests upon only those who oppose the increase will not result in a true measurement of the majority's opinion. How about asking for a majority of customers to write in if they support the increase before implementing it? The overwhelming majority of customers oppose the increase, and you are fully aware of that.

You have rigged this process. You did not send your mailer to property owners at the same address that they receive their property tax bills, you sent it to the property address, where it could be discarded by renters. Does this method comply with proposition 218? You put the unreasonable burden of written protest to measure a majority opinion, with no requirement for written support. You needlessly refused to accept emailed protests, greatly increasing the burden. You refused to accept form letters, further increasing the burden. This was all intentional, you purposely rigged this to achieve the outcome that you desire.

This whole thing stinks of a sneaky attempt to place responsibility for the increase upon the customers, instead of accepting responsibility for your own vote to impose unnecessary financial burden upon the citizens that elected you. Sneaky and dishonest.

You have shown total disrespect and contempt for the citizens of Sacramento County. Shame on you, we WILL remember this.

Michael Kidd
8393 Tampico Court
Fair Oaks, CA 95628

ITEM 40 BOS PUBLIC COMMENT 031

From: [Alexandra Northern](#)
To: [Clerk of the Board Public Email](#)
Subject: Oppose rate hike
Date: Monday, November 30, 2020 12:42:09 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Hi I oppose the rate increases.
Alexandra northern 3807 el ricon way, Sacramento

ITEM 40 BOS PUBLIC COMMENT 032

From: [Luan Aubin](#)
To: [Clerk of the Board Public Email](#)
Subject: Opposed to Proposed Rate Increase on Residential Garbage Collection
Date: Tuesday, November 3, 2020 9:16:21 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

I am emailing to oppose the rate increase to the residential curbside pickup scheduled to take affect January 2021. The rate increases are far too high. In addition, as a household of one person, I am being unfairly charged the same fee as a neighboring family household of eight people, who clearly generate more garbage, recycling, and green waste than me.

ITEM 40 BOS PUBLIC COMMENT 033

From: cmkrog@aol.com
To: [Clerk of the Board Public Email](#)
Subject: Opposition to Rate Increase
Date: Monday, November 23, 2020 4:11:50 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board Clerk,

I mailed by opposition, but am not able to participate on December 8th's phone call. Here is my comment:

Dear Sacramento County Board of Supervisors,

I am writing to express my **opposition** to the proposed rate increase. I remember when county employees went on strike several years back, we found other services to dump our trash. I hope if these rates go up that you will find competition in this market to compete against the county's services. I will look for other services to dump my trash, green waste and recycling. Under this new rate, it does not give customer's incentives to properly dispose of their green waste and recycling. Additionally, the timing of this rate increase during COVID-19 is not appropriate. I am sure many of your customers are not paying their bills or on the verge of not being able to pay. I find the timing of the rate increase very disappointing.

Thank you,

Aaron and Marissa Burt
3817 Atwater Road
Sacramento, CA 95864

ITEM 40 BOS PUBLIC COMMENT 034

From: [MICHELLE & ROBERT SPENCER](#)
To: [Clerk of the Board Public Email](#)
Subject: Opposition to the Proposed Solid Waste Residential Utility Rate Increases
Date: Thursday, November 26, 2020 1:10:42 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Supervisor,

I am writing today in opposition to the Department of Waste Management and Recycling's (DWMR) proposed solid waste residential utility rate increases.

I understand that this issue has been before the Board on March 10, 2020, and at that time, the Board voted to continue discussions and action on April 7, 2020. But, due to the public health emergency, the item was postponed. According the DWMR report, their budget is currently structurally imbalanced due to a number of contributing factors.

DWMR in their background material notes that residential fees have not been increased in 10 years, but it is important to note that some of the new mandates passed by the state of California, should have been planned for and addressed accordingly.

In the DWMR presentation, they spoke to expenditures to justify the need for the rate increase, but unlike other departments we have seen present before the Board, there was no mention of cost-savings or reductions in expenditures noted as a means to help close their projected budget shortfall. The Board should ask for the DWMR to work with their staff to develop a more comprehensive plan which includes these cost savings and reductions before placing the burden solely on rate payers. Rate payers deserve nothing less.

Families across our county are suffering financially, and now is not the time to burden them with additional expenses. While I understand that families impacted by COVID-19 may apply for a waiver, that fails to recognize and take into consideration the fact that many of us who are fortunate enough to work from home, have a defined pension, etc., are helping our own family members which is impacting our own family budgets.

For these reasons, I am respectfully requesting:

- The Board push this item to 2021 to give the public sufficient opportunity to participate in this process. Families have been disenfranchised to participate in this process. **Moving this item while we are not able to fully participate in unfair.**
- Vote no on the DWMR proposal and have them come back to the Board with not just recommendations to raise fees but also, as state above, a plan to reduce costs and make budget cuts.

Thank you.

Robert T. Spencer

6217 Everest Way, Sacramento, CA 95842

ITEM 40 BOS PUBLIC COMMENT 035

From: [Chad Moore](#)
To: [Clerk of the Board Public Email](#)
Cc: [Misty Nelson](#)
Subject: Proposed Increase in Solid Waste Curbside Collection Rates
Date: Tuesday, October 27, 2020 7:08:58 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Thank you for the opportunity to comment on the proposed rate increases. As a 6-year resident of Sacramento County I appreciate the services provided and the value I get from it. In general I support the rate increase to keep service of high quality and to support the county's solid waste management.

I would, however, suggest that the rate charged for garbage cans is more progressive. The proposed rate for a 30 gallon can is 68% of a 90 gallon can which is three times the size. We all have a vested interest in reducing waste and increasing recycling. I urge the rate setters to gradually increase the "spread" between the 30, 60, and 90 gallon containers to incentivize waste reduction provide a lower cost alternative to those willing to better manage their waste. The proposed cost spread is even less than the current cost spread of 64%. This seems like a step in the wrong direction and is not supported by any evidence provided in the mailer I received.

Sincerely,
Chad Moore & Misty Nelson (home owners /customers)
1337 Wyant Way
Sacramento, CA 95864

ITEM 40 BOS PUBLIC COMMENT 036

From: [Billy Cho](#)
To: [Clerk of the Board Public Email](#)
Cc: [Supervisor Serna](#); [Serna, Phil](#); [Susan Peters](#); [Peters, Susan](#); [Edwards, Ann](#); [Sloan, Doug](#); [Edwards, Ann](#)
Subject: Proposed Rate Increase by Department of Waste Management and Recycling
Date: Tuesday, December 1, 2020 1:19:23 PM

A signed copy via USPS has been sent as required.

Dear Chairman Serna, Supervisor Peters, Ms. Edwards and Director Sloan:

The services provided by essential employees of the Department of Waste Management and Recycling are necessary for our public health and safety. The statistics on the department's postcard are commendable. However, the timing of this rate increase is ill advised. This process requires more than half of the county's customers submit their objection but we all know the likelihood of that is unlikely. How many tens of thousands of households would be required to do this or would even be aware of this? It seems that the imposition of the proposed rate increase is all but inevitable and this process is a charade.

The Solid Waste Lifeline Rate Assistance Program is laughable. Its negligible rebates compared to the cost of services are too insignificant to be of any realistic assistance to a household. The county's various rate assistance programs, while seemingly well intended, and this proposed rate increase appear to be callous, patronizing and tone deaf, especially during these unprecedented times of unemployment, hardship, illness, fear and despair amid the COVID pandemic.

Most of the citizens of our county are struggling and suffering. It appears as if the policy makers, who have not had to face to the same challenges or wonder about their next meal, are insensitive or ignorant of this. The rationale provided by the department is of little comfort to struggling families in sadness and hopelessness, who despite their best efforts, are faced with the overwhelming weight and stress of eviction, food insecurity or starvation, without heating, electricity or water and basic human needs met.

It is always the consumer at the bottom who is burdened with increased costs of groceries, fuel, utilities and every other service provider. Our income does not rise commensurate with inflation. This is cruel. This is not sustainable. This is unconscionable. Why is the leadership of our county either oblivious or callous to this?

I have had a 20-year career in local government and am familiar with the fiscal challenges to provide adequate services to our county. As difficult as it was to work with budget deficits and the lack of staffing, basic supplies and necessary equipment, we always found creative methods to maximize efficiency.

We vehemently oppose and respectfully request the rejection of this rate increase and any

future proposed rate increases, from any county department, during this pandemic.

Sincerely,
William Cho, District 3 Resident
3305 Churchill Road
Sacramento CA 95864
916 550 9292

Neighbors In Support of Objection to Rate Increase

Kieran and Mimi Fitzsimon

ARDEN PARK, DISTRICT 3

Ron Kurth

SANTA ANITA VILLAGE, DISTRICT 3

Crystal Easterling

ARDEN MANOR, DISTRICT 3

Tammee Hansen-Wilson

DEL PASO MANOR, DISTRICT 3

Susan Brunton

WILHAGGIN, DISTRICT 3

Dianne McKinney

COTTAGE CREEK, DISTRICT 3

Linda Cabatic

SIERRA OAKS EAST, DISTRICT 3

Ruth Messersmith

SIERRA OAKS VISTA, DISTRICT 3

Kimberly Foster

WILHAGGIN, DISTRICT 3

Debra Igou

HOWE PARK WEST, DISTRICT 3

John Reitter

ARDEN MANOR, DISTRICT 3

Diana Vega

DEL PASO MANOR, DISTRICT 3

Sarah Rutherford

ARDEN PARK, DISTRICT 3

Rachel and Eric Crotty

SANTA ANITA VILLAGE, DISTRICT 3

Carol Lambdin

COTTAGE CREEK, DISTRICT 3

Denise Nelson

WILHAGGIN, DISTRICT 3

Je Mah

ARDEN PARK, DISTRICT 3

Kim Angelo Seat

COTTAGE CREEK, DISTRICT 3

- cc Phil Serna, Chair
Sacramento County Board of Supervisors
- cc Susan Peters, Supervisor
Sacramento County Board of Supervisors, 3rd District
- cc Ann Edwards, Acting County Executive
County of Sacramento
- cc Douglas Sloan, Director
Sacramento County Department of Waste Management and Recycling

ITEM 40 BOS PUBLIC COMMENT 037

From: [Christopher Doherty](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed rate increase for curbside collection
Date: Tuesday, November 24, 2020 2:16:38 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I would like to share my opinion with the Sacramento County Board of Supervisors regarding the proposed rate increases to curbside collection.

First I would like to say that my experience with curbside collection and the Department of Waste Management and Recycling has been very positive for the 32 years I have lived in my Carmichael home. It has been as dependable as a Swiss watch and very professional.

While I expect you will receive many responses opposing the planned rate increases, I would like the Board to know that I support the plan to increase rates. Yes, the proposed rates are relatively large increases, however that is to be expected when rates are not raised more regularly in a rising cost environment. Also, the differentials between container size in the proposed rates appears appropriate, in my opinion.

Last thing to mention is the move to weekly green waste pickup. I fully support that move from a homeowner's perspective. Also, continuing with bi-weekly pickup for recyclables works well from my perspective. I also support the proposed rates for additional recycling and green waste carts, and appreciate having the option for homeowners to tailor the number of carts to fit their needs.

In summary, I personally find the proposed changes reasonable and well thought out. Curbside collection is a valuable service to me, and I want to continue to see our County run service operate at the high standards I have come to appreciate.

Thank you for your consideration of my views.

Christopher Doherty
1420 McClaren Drive
Carmichael, CA 95608
916-677-9020
cjd1420@gmail.com

ITEM 40 BOS PUBLIC COMMENT 038

From: [FRANK GUIDI](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed rate increase to be hard Dec 8, at 2:00p.m.
Date: Tuesday, October 20, 2020 6:43:20 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

As a Sacramento County property owner, (5212 Morro Bay Dr. Carmichael, CA), a Veteran and a struggling octogenarian, I strongly oppose the rate increases proposed by the Sacramento County Department of Waste Management and Recycling. This is outrageous.

ITEM 40 BOS PUBLIC COMMENT 039

From: [Jamie Duarte](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed Rate Increase
Date: Sunday, October 18, 2020 10:16:31 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

To Whom it May Concern,

Today I received notice of a proposed rate increase for Solid Waste Collection. I am very disturbed by the proposed increases, especially during a time when people are struggling to survive.

The proposed increase of between 44%-57% to take place February 1, 2021 and rising to 82-84% by July 1, 2024 is obscene and the county should be ashamed of themselves for proposing such a thing at this point in time.

We understand that costs go up, however, consideration must be given to the fact that people are not going to be getting a 50% wage increase (if they even have a job) to offset such drastic increases.

Please reject this proposal and have the Department of Wast Management propose something that their customers can afford to pay.

Thank you
Jamie Duarte
8532 Travary Way
Antelope CA 95843

ITEM 40 BOS PUBLIC COMMENT 040

From: [Stephen Blinsinger](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed Rate Increase
Date: Monday, October 19, 2020 3:15:28 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

I recently received notice from the Sacramento County Department of Waste Management proposing a rate increase of between 44-52% next year and rising to 80% by 2024. I can emphatically state I am AGAINST this outrageous rate increase proposal. We can all barely afford what we are paying now!!

Sent from my iPhone

ITEM 40 BOS PUBLIC COMMENT 041

From: [Kati](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed rate increase
Date: Saturday, October 17, 2020 4:29:41 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

To the Sacramento County Department of Waste Management and recycling:

This message is to voice my opposition to the rate increases proposed as per the flyer I received in the mail this week. It appears as there will be a 56.94% increase on 60 gallon garbage carts and will increase significantly more over the next three years.

It would be easier for consumers to pay slight incremental increases over a longer period of time then large increases over a shorter period of time.

Please add my opposition to the rate increase to be considered for the upcoming December 8 public hearing.

Thank you very much. Sacramento County homeowner,

Kati Roberson

Sent from my iPhone

ITEM 40 BOS PUBLIC COMMENT 042

From: [Rob Martinelli](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed scavenger rate hike
Date: Friday, November 6, 2020 5:57:30 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I have submitted a letter regarding proposed rate hikes for next year as per notice. I wanted to make sure my voice was heard as I'm sure others are either unable to correspond or unable to attend the upcoming meeting on December 8th 2020. As stated in said letter I adamantly object to proposed rate hikes as outlined. Again, I am aware of unnecessary waste and am conservative about how much I deposit in garbage cans. Since I utilize a small container and recycle I feel that either a smaller can be available or none at all for those that do not utilize this service as much. I support workers receiving a just living wage and C.O.L.A. but this needs to be reflected in actual service and service needs. Thank you for considering these options. Home resident.

Sent from [Mail](#) for Windows 10

ITEM 40 BOS PUBLIC COMMENT 043

From: [Don Brincka](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed solid waste curbside collection fee increase
Date: Tuesday, October 27, 2020 10:17:45 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I oppose the solid waste curbside collection fee increase of ~ 57% on Feb 1, 2021.

These are tough economic times for us citizens. We make do with an occasional "cost of living" adjustment of 3% to 5%.

I would support such a "cost of living" increase but absolutely DO NOT support a proposed rate increase of ~57% !!

NO ON THE PROPOSED RATE INCREASE

Donald R. Brincka
4304 Stollwood Drive
Carmichael, CA. 95608

Parcel No. 50000429343

Sent from [Mail](#) for Windows 10

ITEM 40 BOS PUBLIC COMMENT 044

From: [Mike Crockett](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed Solid Waste Rate Increase - Written Comment
Date: Sunday, October 25, 2020 8:06:25 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

BoardClerk@saccounty.net:

Now is not the time for a rate increase. Many people are experiencing financial hardships due to COVID-19. A rate increase would make matters worse.

Mike Crockett

ITEM 40 BOS PUBLIC COMMENT 045

From: [Michael Johnson](#)
To: [Clerk of the Board Public Email](#)
Subject: Proposed waste management fee increase concerns
Date: Tuesday, December 1, 2020 8:29:02 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

The timing and amount of the proposed increase is terrible. Do you really think residents will tolerate an immediate 50% increase in fees? One that continues to get higher for four more years? This is not the proper management of this public service. It is entirely unreasonable.

If fees must go up, as most do, put in place a slow, reasonable increase.

Thank you,

Mike
Fair Oaks, CA

Michael Johnson
johnson.medsales@gmail.com

ITEM 40 BOS PUBLIC COMMENT 046

From: [Jennifer Thach](#)
To: [Clerk of the Board Public Email](#)
Subject: Protect rate proposal
Date: Thursday, October 15, 2020 3:51:07 PM
Attachments: [sacounty.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

----- Forwarded message -----

From: **Thach, Jennifer** <Jennifer.Thach@cdtfa.ca.gov>
Date: Thu, Oct 15, 2020, 3:28 PM
Subject:
To: Jennifer Thach <jennthach@gmail.com>

Sincerely,

Jennifer Thach

Business Taxes Representative . California Department of Tax and Fee Administration . **Return Analysis Unit (MIC 35)** . 450 N Street Sacramento, CA 95814 . 916.309.0606 (remote) . 916.324.2371 (fax) . jennifer.thach@cdtfa.ca.gov | www.cdtfa.ca.gov

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Connect with Us:



To County of Sacramento

PO BOX 279420

Sacramento, CA 95827-9420

From: BJA Family Trust

Account # 50006218346

I hereby protest AGAINST the proposed rate increases for solid waste curbside collection. This increase would adversely affect most of those with the lowest earning, single parent, single income earners and the retired elderly folks. Your proposal nearly doubles the rate less than 4 years from now. Please reconsider your proposal and those who are affected.

Thank you.

ITEM 40 BOS PUBLIC COMMENT 047

From: [John Borkovich](#)
To: [Clerk of the Board Public Email](#)
Cc: [Susan Peters](#); rich@richdesmond.com
Subject: Protest Against Solid Waste Rate Increase
Date: Saturday, October 24, 2020 9:21:38 AM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Greetings

My wife and I protest the rate increase. We have been residences and tax payers in Sacramento County since 1990. Especially In light of the Covid 19 pandemic, all time unemployment and homelessness, and an increase in illegal dumping, we find this policy proposal untimely and ill advised.

Please deny the rate increase.

Also if you could please send us the link to the citation from the Sac County by laws and/or ordinances that only allows "written" protests and disallows the protests to be faxed, emailed(?) or photocopied, I would greatly appreciate it. If that is indeed the case, the Bd of Supes should immediately update their ordinances to the 21st century standards of communication.

John and Maggie Borkovich
5084 Tonya Way
Carmichael CA 95608

ITEM 40 BOS PUBLIC COMMENT 048

From: [Tim Gruenwald](#)
To: [Clerk of the Board Public Email](#)
Subject: Protest of Solid Waste Curbside Collection Proposed increase
Date: Saturday, October 17, 2020 4:07:32 PM
Attachments: [solid waste protest 10.17.20.xlsx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Please ref. Attached note.

TO:
 County of Sacramento
 P.O. Box 279420
 Sacramento, California 95827-9420

10.17.20

FROM:
 Tim Gruenwald
 7455 Heather Road
 Fair Oaks, California 95628-5528

I am writing to protest the proposed rate increases for Solid Waste Curbside Collection. The county should focus efforts on cost control and not what appears to be a shrug of the shoulders and resignation that these significant increase should be passed along to the residents. Most of us do not receive 100% pay increases annually, and we must budget our expenditures and live within our means. This does not appear to be the reality for the County which does not have to compete in the free market to provide services. Additionally, the notice is deceptive. People are working hard to make ends meet, and may not have the time to discern that although their billing is bi-monthly, the rate increases you propose are MONTHLY rate increases. I see how this serves to make the increases appear, at a glance, as more modest, but people are going to be shocked when they realize percent increases and see the total billed amounts. The fact that more than 50% of customers must present written protests to the county to stop this increase virtually assures a rate increase passage, but it also smacks of tone-deafness on the part of the county while your customers are busy managing their lives during this difficult time. I respectfully but vehemently protest the rate increases!

7455 Heather Road, Fair Oaks, Ca. 95628
 1 Garbage Cart, 1 Recycle Cart, 2 Green Waste Carts

	Bi-Monthly					
	Current	2/1/2021	7/1/2021	7/1/2022	7/1/2023	7/1/2024
	Rate	Rate	Rate	Rate	Rate	Rate
60 Gallon Garbage Cart (1)	\$ 47.10	\$ 73.92	\$ 77.30	\$ 80.92	\$ 84.04	\$ 86.68
Additional Green Waste Cart (1)	\$ -	\$ -	\$ 16.80	\$ 22.30	\$ 23.40	\$ 24.30
Additional Recycle Cart (0)*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Bi-Monthly	\$ 47.10	\$ 73.92	\$ 94.10	\$103.22	\$107.44	\$110.98
% Increase vs. Current Rate	0	57%	100%	119%	128%	136%

*Effective on/after January 1, 2022

ITEM 40 BOS PUBLIC COMMENT 049

From: [TERRY SEVIGNY](#)
To: [Clerk of the Board Public Email](#)
Subject: Protest Rate Increase
Date: Monday, November 2, 2020 2:35:03 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I think is a terrible idea to try and increase rates at a time when people are having a hard time paying all their bills. The area I'm in has a lot of low income or underemployed. Many are currently not working or are retired. On top of that you now plan to charge for the extra green waste can? I'm therefore protesting this rate increase!

Timothy and Terry Sevigny
7241 Dinsmore Way
Sacramento, CA 95828

ITEM 40 BOS PUBLIC COMMENT 050

From: [Jennifer Thach](#)
To: [Clerk of the Board Public Email](#)
Subject: Protest rate proposal
Date: Wednesday, November 18, 2020 1:50:00 PM
Attachments: [sacounty.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Here's my written protest to the upcoming rate. Fyi. My mailed in written protest few weeks ago and was returned by the post office. I did used the address that was given to me and resent it my written protest letter again. I hope you received it.

To County of Sacramento

PO BOX 279420

Sacramento, CA 95827-9420

From: BJA Family Trust

Account # 50006218346

I hereby protest AGAINST the proposed rate increases for solid waste curbside collection. This increase would adversely affect most of those with the lowest earning, single parent, single income earners and the retired elderly folks. Your proposal nearly doubles the rate less than 4 years from now. Please reconsider your proposal and those who are affected.

Thank you.

ITEM 40 BOS PUBLIC COMMENT 051

From: [Natalie Wisner](#)
To: [Clerk of the Board Public Email](#)
Subject: Protest the Rate Increase
Date: Thursday, November 19, 2020 6:26:51 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear County of Sacramento,

I'd like to voice my protest against the proposed rate increase. The percentage at which you are increasing our rates is excessive, more than the 30% you claim in inflation (at the final price of \$36.38 in 2024).

Especially during the pandemic when families are struggling, this is the worst time to increase our rates at this amount.

Thank you for your consideration,

Natalie Wisner
Property Owner
8940 Oakmore Way
Orangevale, CA 95662

ITEM 40 BOS PUBLIC COMMENT 052

From: debbielop88@att.net
To: [Clerk of the Board Public Email](#)
Subject: Protest to Proposed Increase in Fees of Solid Waste Curbside Collection
Date: Wednesday, November 18, 2020 1:37:15 PM
Attachments: [Sacramento Co. Waste Mgmt. fee increase.docx](#)

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Sacramento County Board of Supervisors:

Attached is my letter protesting the increase in fees for curbside collection of garbage carts, recycle carts, and green waste carts.

Thank you for your consideration.

Debora Lopez

Debora A. F. Lopez Trust
2025 Granite Bar Way
Gold River, CA 95670

November 18, 2020

County of Sacramento
P. O. Box 279420
Sacramento, CA 95827-9420

Re: Proposed Increase in Fees of Solid Waste Curbside Collection

This letter will advise you of my protest to the proposed rate increase by the Sacramento County Department of Waste Management and Recycling. Your proposal increases the rate of monthly 30-gallon Garbage Carts by 60% in 2021. Beginning February 1, 2021, there is an additional proposed monthly charge for each Recycle Cart. This is followed, starting in January 1, 2022, with a monthly charge for each Green Waste Cart. The proposed rates are through July, 2024, and the increased cost to each property owner in Sacramento County is excessive. This tremendous proposed increase is unreasonable, especially to seniors.

I fear that the increases of Recyclable and Green Waste will result in property owners opting out of this service, and refuse being dumped along roads and city lots.

I understand costs have risen, but this plan is extreme. It is vital to keep Sacramento County clean, but you need to construct fees that will encourage waste management.

Thank you for your consideration.

Sincerely,

Debora Lopez

ITEM 40 BOS PUBLIC COMMENT 053

From: [Noah Chow](#)
To: [Clerk of the Board Public Email](#)
Subject: Protests against curbside waste collection
Date: Thursday, October 22, 2020 8:20:44 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To whom it may concern, please do not increase the curbside garbage waste collection. I am already low income, disabled and cannot afford the current rates already. Thank for considering

Blessings

ITEM 40 BOS PUBLIC COMMENT 054

From: [Michael Angelillo](#)
To: [Clerk of the Board Public Email](#)
Subject: Public Rate Increase
Date: Friday, October 16, 2020 12:02:21 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

In looking at the study and rate increase I have some problems and am essentially against it without more work being done to address the following;

1. You're only counting revenue from rates and not from recycling which I know, from auditing waste management, is a part of the revenue structure. I also assume there is other tax money devoted to this. I suspect if we knew the actual revenue the rate increase proposed would be nearly as dramatic.
2. The rate comparison to other areas is summarized at a low level of precision, and doesn't do much to tell me if we are paying the same rate for the same service.
3. Where are the efforts to renegotiate contracts or lower costs in other innovative ways?
4. Is raising the rates by over 50% during a pandemic really the wise move?
5. 95662 which encompasses Orangevale is actually an urban zip code per US Census and a suburban one per population density. Our rates should be a lot more reflective of that and not on the high end ranking 6th highest out of 17 areas. We are essentially the same density as Folsom and if anything should remain lockstep with them. I think there is a solid need to bifurcate these rates by zip code to reflect the actual cost structure
6. Without increasing some of these benefits this rate increase is really unjustified. For instance, most of your comparables do quarterly scheduled bulky waste collection and yet we are still stuck with the 1 year scheduled appointment.

In looking at my own bill I will be paying an extra \$41.37 every 2 months. While this won't break my bank I think it will hurt others and we really should address why a rate increase of 50% all at once is needed. Perhaps a more graduated scale is needed with more careful attention paid to modifying the rates timely so large surprises aren't happening. Also point 6 is really problematic. We need quarterly collection if you're going to put our rates at the top end of the tier.

Michael Angelillo, CPA, MHA

ITEM 40 BOS PUBLIC COMMENT 055

From: [DENISE](#)
To: [Clerk of the Board Public Email](#)
Subject: Raise in rates
Date: Tuesday, December 1, 2020 2:53:25 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I totally reject the increase
Demise larock
Sent from Xfinity Connect App

ITEM 40 BOS PUBLIC COMMENT 056

From: [Gary Peterson](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate hike.
Date: Friday, November 6, 2020 4:59:03 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I oppose this hike in rates. Now is not the time to raise these rates. Many, many people can't afford such an increase due to many factors..covid,unemployment. The County will feel the wrath of this rate increase..illegal dumping..contamination of green/recycling containers. Please step up contamination checks of green/recycling cans. I worked for Sacramento Counties Solid waste and Recycling Department for 31 years. It appears nothing has changed over the last 10 years since I retired and before that.Thank you. Phone # 916 524 4562.

ITEM 40 BOS PUBLIC COMMENT 057

From: [Abfab](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate hikes garbage etc
Date: Friday, November 6, 2020 10:27:59 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To whom it may concern:

I formally dispute the proposed rate hikes for garbage, water sewer. We are already paying very high rates for a service that is minimal at best. The last rate increases did not provide better or additional services and yet rates continue to rise. (Over 161% for a 60 gallon can by 7/24!!!) Being a very long term resident of Sacramento Co, I should not have to carry the extra burden of over-development and lack of improved infrastructure allowed in the last decade. These are the specific reasons I dispute these current proposed rate hikes: 1 Garbage service is limited to once a week. There are no other options for home service garbage disposal available or allowed. Even if we decide to personally take our garbage to the dump each week, we cannot opt out of service charges for pickup. 2 Dump costs have increased to the point that it is too expensive for many people to take loads to transfer sites, causing excess illegal dumping in fields, road sides, and private properties. This rate hike will definitely increase this practice. 3 Most people do not have the means, time, or personal ability to take refuse to the transfer sites and are forced to find other means to dispose of larger, or weekly loads of refuse. Residents are being forced to rely on the current barely efficient system. 4 Annual "one time pick up" services are so limited in size, scheduling, and placement time constraints that it is almost too difficult for single persons, elderly, or working persons to utilize. 5 Personal recycling is virtually out of the question now as most recycle centers are in remote areas, wait times are extensive, benefits are not worth the time and effort, and conditions are usually abhorrent at these centers. This forces people to use your services, now and at an additional proposed cost. 6 Green waste is very limited for areas with large lots and extensive foliage, true of most older neighborhoods. Additionally, cans now result in additional charges per can. 7 Street cleaning services are poorly scheduled and ineffective. They come when there is unnecessary clean up and often not at all during heavy leaf and branch seasons. 8 The phone system has switched to the "311" system. When trying to reach Sanitation for any reason, you are thrown into the general county 311 calls, which service NUMEROUS agencies now, causing and very long wait times and transfers to the individual you need to reach. 9 Sewer maintenance in many areas has not been upgraded or serviced in many years. There has been no improvement in water disposal systems in my area for over a decade. Also, given we have been in a drought for many years now, there has not been an increase in use or need for any immediate rate hikes in relation to sewer or water runoff. I realize this is not part of the projected increase, but no doubt, soon to come. 10 With the Covid pandemic, job loss, business closures, increased costs of living, most people are struggling to survive. This is NOT the time to increase rates which will not improve the current system for the average individual!

Sincerely, Yael Amir 3943 Woodpointe Cir Sacramento, CA 95821

ITEM 40 BOS PUBLIC COMMENT 058

From: [Janet Nelson](#)
To: [Clerk of the Board Public Email](#)
Subject: rate hikes
Date: Tuesday, October 27, 2020 3:32:43 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

We feel that this is a terrible year for you to raise rates in light of the Covid-19 disruption to the economy. Please wait at least a year.

Thank you,
Janet Nelson
Constantia Enterprises

ITEM 40 BOS PUBLIC COMMENT 059

From: [Mason McCartney](#)
To: [Clerk of the Board Public Email](#)
Cc: [April McCartney](#)
Subject: Rate increase
Date: Sunday, November 29, 2020 8:42:07 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Hello. We live at 1057 Entrada Road Sacramento Ca 95864 and we oppose any proposed rate increases for our garbage and sewer.

Thank You,

Mason McCartney

Sent from my iPhone

ITEM 40 BOS PUBLIC COMMENT 060

From: [David Henderson](#)
To: [Clerk of the Board Public Email](#)
Cc: [Susan Peters](#)
Subject: rate increase for curbside collection
Date: Wednesday, November 18, 2020 4:02:35 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

My name is David Henderson and my home is located at 4140 Eastwood Street, Fair Oaks, CA.

I would like to put a formal protest in for the new curbside collection Rates.

I feel that a 30% increase is a little out of line, and then another increase every year.

My wife and I are both retired and I don't see us getting any kind of raise's that look like that.

I am sure this is already a done deal, so maybe you should be looking at why so many people are leaving California these days. I think it has to do with taxes and fee's like these.

Thank you for at least reading my email.

David Henderson

ITEM 40 BOS PUBLIC COMMENT 061

From: [Paul Stubbles](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate increase Protest
Date: Monday, October 19, 2020 1:41:23 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

County of
Sacramento

PO Box
279420
Sacramento, CA 95827-9420

RE Protest of proposed rate increase of Sacramento Solid Waste Curbside Collection Services for standard service from Sacramento Co. Dept. of Waste Management and Recycling

Dear Sacramento County Board of Supervisors:

This is a protest letter for the proposed rate increase of Sacramento Solid Waste Services for standard curbside collection service from Sacramento Co. Dept. of Waste Management and Recycling. These proposed rate increases are unacceptable in a time where many citizens are facing major financial hardships due to COVID-19. These rate increases will be devastating to many, as we are not talking about a few dollars a month increase here: we are talking about a more than 30% increase. By increasing the rates for services and cans, people will get rid of cans for recycling and green waste, causing more and more waste to end up in our landfills that could have been either recycled or composted. This is not the desired outcome in a state that prides itself in being a leader in being environmentally conscious.

Thank you for the opportunity to allow my fellow residents of Sacramento County and myself to protest the proposed rate increase.

Kindest regards,

Printed Name; Paul Stubbles

Service Address: 10194 Sorenstam Drive, Sacramento, CA 95829

ITEM 40 BOS PUBLIC COMMENT 062

From: [judith](#)
To: [Clerk of the Board Public Email](#)
Subject: rate increase
Date: Saturday, October 17, 2020 12:55:21 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board,

Please don't increase our rates. Many of us are going thru hardship, due to Covid 19, job loss, mental stress, etc. Now is not a good time for a rate increase.

Thank You

Mehran Saalabi and Judith Saalabi

ITEM 40 BOS PUBLIC COMMENT 063

From: [Gerri Bourtayre](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate Increase
Date: Friday, October 16, 2020 9:00:44 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I understand rates for services Sacramento County provides must increase from time to time. It is, however, unfathomable to me that you would try to increase your rates so much, especially now during this pandemic when you know people are struggling. My rate would increase +52%. That is incredible to me. I am truly stunned. I am on a fixed income, my husband passed away 2 years ago and my income has decreased. To see that you are proposing such a drastic increase is going to be hard for me, especially when I am helping some family members who have had their jobs affected by the Covid crisis. Every dollar counts. You are gouging your customers. Do recycling pick ups 1 time per month, cut back somewhere else but this drastic increase just doesn't seem fair. This is being discussed on the Nextdoor App and people are not happy at the gouging.

Upset with your proposal!

--

Geraldine Bourtayre
4961 Chicago Ave
Fair Oaks, CA 95628

ITEM 40 BOS PUBLIC COMMENT 064

From: [Tamie Gangl](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate increase
Date: Sunday, November 29, 2020 8:17:01 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To whom it may concern,

I understand that you feel the need to increase the price of our solid waste. You send people out to inspect our garbage and recycle which I know costs money. Instead you should be finding other ways to save money for us residents. I can see a few dollar increase, but this is ridiculous! We are in the midst of people not being able to work, their companies being closed, etc. This is not the time to even ask for a rate increase.

Tamie Gangl

ITEM 40 BOS PUBLIC COMMENT 065

From: [ROBERT BOZZOLO](#)
To: [Clerk of the Board Public Email](#)
Subject: rate increase
Date: Sunday, October 18, 2020 12:38:32 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

i oppose the new rate increase, as i live on a limited income and cannot afford to pay any more.

ITEM 40 BOS PUBLIC COMMENT 066

From: [Scooter Pie](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate Increases!
Date: Thursday, October 22, 2020 1:03:57 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

County of Sacramento,
Solid Waste Curbside Collection;

Sacramento County Department of Waste Management and Recycling.

Your proposed rate increase is too high! I oppose this rate increase! I didn't get a raise. My salary didn't increase. I don't have more money to give away.

Waste management is also about how you manage my payment and the payments of your other customers. We are your customers. You should treat us better by keeping our rates low. Without us you wouldn't have a job.

Why don't you have an internal audit to see how to improve spending without raising our rates.

Since I didn't get a raise why don't you freeze salary increases instead of raising our rates to cover them.

Respectfully,

Scott Berry 5501 Turnbull Cir Fair Oaks, CA 95628

ITEM 40 BOS PUBLIC COMMENT 067

From: [Crystal Easterling](#)
To: [Clerk of the Board Public Email](#)
Subject: Rate increases
Date: Sunday, November 29, 2020 8:17:19 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Just No! We are already over taxed. A DOUBLE rate increase yet?!!
Especially at this time with covid.
Please stop the greed and do the right thing.

Sincerely,
Crystal Easterling

ITEM 40 BOS PUBLIC COMMENT 068

From: [Christine](#)
To: [Clerk of the Board Public Email](#); [Fowler. Kirsten](#)
Subject: Re: waste management
Date: Friday, October 23, 2020 2:14:31 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

This is to protest the rate increase
Simply I am of limited income and can not afford additional rates!!
Account # 50006764425
My name is Christine Tchamourian
Residing at
8410 Shawntel Way
Antelope CA 95843

On Thu, Oct 22, 2020 at 4:01 PM Fowler. Kirsten <fowlerk@SacCounty.NET> wrote:

|

ITEM 40 BOS PUBLIC COMMENT 069

From: [m.w](#)
To: [Clerk of the Board Public Email](#)
Subject: REJECT requests
Date: Friday, October 23, 2020 2:00:04 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Dear Board of Supervisors,

Please REJECT requests to increase the amount of campaign cash politicians can accept from contributors; keep the state's newly adopted default contributions limit of around \$5,000 (per AB 571) and keep in place the county's existing public campaign financing ordinance. DO NOT ELIMINATE existing public campaign financing provisions in the county code.

Sincerely,

Meredith Wade

ITEM 40 BOS PUBLIC COMMENT 070

From: [Rob Allshouse](#)
To: [Clerk of the Board Public Email](#)
Subject: Response to proposed rate increase
Date: Friday, October 16, 2020 4:44:55 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

From Rob Allshouse
Resident: Sacramento County, Arden-Arcade area
4691 Pasadena Ave, Sacramento, CA 95821

Increasing costs are understandable, and a 0% rate increase over a period with 30% inflation is also understandable. However, the proposed increases are an effective 100% increase within less than 12 months. This is beyond reasonable.

90G: 30.76
Green Waste: 0
Recycle: 0

This is (on July 1)
 $\$46.38 + 5.50 + 8.40$

$\$60.28$ vs $\$30.76$

And in my case with two green waste bins, actually
 $\$68.68$ vs 30.76 a 123% increase.

>100% increase in less than one year is not within norms. This is definitely beyond what any business analyst, when looking at the end-effect, should consider a reasonable increase.

--

Rob Allshouse

ITEM 40 BOS PUBLIC COMMENT 071

From: pcluque@att.net
To: [Clerk of the Board Public Email](#)
Subject: Sacramento County Garbage Rate Increase
Date: Friday, November 20, 2020 3:04:38 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello: I just wanted to put my two cents in regarding the proposed rate increase for Waste Management and Recycling.

I wouldn't mind the increase if they offered yard waste pickup every week instead of every other week. I moved here from Napa and they offered garbage, recycling and yard waste pickup weekly. With all the trees and leaves around here we have a lot of green waste.

Another consideration is development of a recycle/reuse area where people could drop off or pick up items they or may or may not want that are still usable. Thank you!

ITEM 40 BOS PUBLIC COMMENT 072

From: [Bob VanKeuren](#)
To: [Clerk of the Board Public Email](#)
Subject: Solid waste curbside collection
Date: Friday, November 27, 2020 12:08:04 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

I disagree fully with the proposed rate hike. I think that the approximately 50% increase is ridiculous. 50%!? Are you out of your mind? I can understand and tolerate a small increase but not 50%.

Thank you

Robert L Van Keuren Jr
7801 Kelvedon Way
Sacramento, Ca 95829-1451

ITEM 40 BOS PUBLIC COMMENT 073

From: [Will Wright](#)
To: [Clerk of the Board Public Email](#)
Subject: Solid waste Management increase
Date: Friday, October 23, 2020 10:27:59 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

I would like to oppose the increase and would like to speak in front of the board at the meeting December 8th.

[Sent from AT&T Yahoo Mail on Android](#)

ITEM 40 BOS PUBLIC COMMENT 074

From: [Rana F](#)
To: [Clerk of the Board Public Email](#)
Subject: Solid Waste Rate Increase - Written Comment
Date: Monday, November 23, 2020 10:23:24 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

To: The Sacramento County Board of Supervisors/Those Concerned

Although rate increases are understandable, now is not the time to increase the rates for the solid waste services. Many people are currently experiencing financial hardships/setbacks due to COVID-19. It will take time to recover from the economic effects of the pandemic. A rate increase will only add to the financial burden/stress that people are already enduring.

Also, the method used in determining who is "for" the rate increase or "against" the rate increase is seriously flawed. Currently, the proposed rate increase will not be implemented if written protests are submitted by a majority of customers. This is far from fair. Only actual written approvals/disapprovals to the proposed increase should be counted. The current methodology, in actuality, makes a no response/no submission default to a vote "for" an increase.

Rana

ITEM 40 BOS PUBLIC COMMENT 075

From: [Ms. Fahm](#)
To: [Clerk of the Board Public Email](#)
Subject: Solid waste rate increase proposal
Date: Monday, October 19, 2020 4:38:09 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

To: Sacramento County Board of Supervisors,

I hope this email finds everyone healthy and safe.

I'm writing to oppose the proposed rate increase from Sacramento County Department of Waste Management and Recycling. The rate increase is not feasible during a pandemic and ongoing economic turmoil. As a homeowner, this proposal will cause a negative financial impact to my family during already challenging times.

I will be mailing a written protest as well.

Thank you for your consideration regarding this matter.

Fahm Bienh, Homeowner

[Sent from Yahoo Mail for iPhone](#)

ITEM 40 BOS PUBLIC COMMENT 076

From: alansharonjared.mckinney
To: Clerk of the Board Public Email
Subject: Solid Waste Rate Increase
Date: Sunday, November 22, 2020 7:08:02 AM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

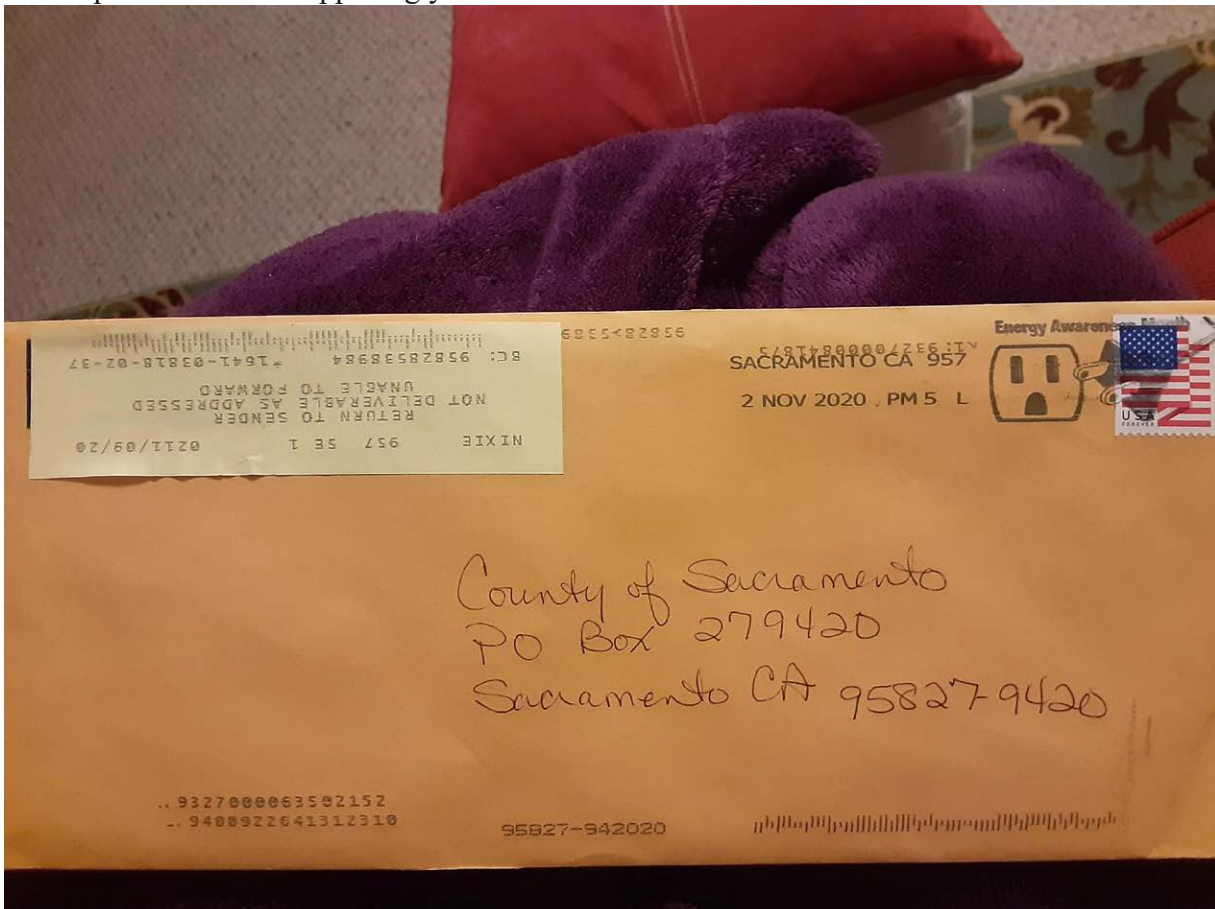
I sent a letter stating my opposition to the proposed rate increases. The letter was sent back as undeliverable. Picture attached. I sent this to the address on your notification. I think you are probably going to have a lot of people at your meeting pretty upset at having their letters sent back. Pretty devious Sacramento County.

Sharon McKinney

916 213 9847

8384 Summer Sky Dr

Please put me down as opposing your rate increase.



ITEM 40 BOS PUBLIC COMMENT 077

From: [S Kent](#)
To: [Clerk of the Board Public Email](#)
Subject: Waste Rate Increase
Date: Thursday, October 15, 2020 4:00:37 PM

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello,

I recently received the notice that curbside collection rates would be increasing by \$16 for the smallest trash cart by 2024.

In the past few years I have seen more trash dumped on the side of the road, back roads, parking lots, empty fields, and behind vacant buildings.

My concern is that with the rate increase this illegal dumping will continue and probably become more frequent because residents will be unable to afford the new rates and many will not file for the financial assistance because I am sure it will be a complicated process.

Is there anything we as residents can do to assist with keeping rates the same? Can we volunteer our time to assist with the reasons that are causing the suggested rate increase? Thank you for hearing my concerns.

---Shane

ITEM 40 BOS PUBLIC COMMENT 078

From: [Ladd Adams](#)
To: [Clerk of the Board Public Email](#)
Subject: Written comment on Hearing December 8,2020
Date: Saturday, October 17, 2020 2:52:14 PM

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

I do not mind a small rate increase with regards to solid waste curbside collection. However, I want to point out just two things that I disagree with. The first is the way the solid waste containers are handled by the drivers. I have been in the county for over 10 years and the drivers treat those cans very rough. They are plastic and they crack and loose the wheel assembly. Treat them more gently and you would not need more plastic to replace the broken. Secondly, street sweeping is a joke. They spread the mess far worse then clean it up. I never see drivers take the initiative to move the mess so they can picket up withe sweeper. Also, you have seen what fires do to the air! now picture all the dust created on the street. Please find a new way of not polluting our streets.

Thank you,

Ladd Adams

**COUNTY OF SACRAMENTO
CALIFORNIA**

41

For the Agenda of:
December 8, 2020
Timed: 2:45 PM

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: Michelle Callejas, Director,
Department of Child, Family and Adult Services
Ann Edwards, Director, Department of Human Assistance
Lee Seale, Chief Probation Officer, Probation Department
Julie Gallelo, Executive Director,
First 5 Sacramento Commission

Subject: Fiscal Year 2018-19 Annual Report On The Black Child
Legacy Campaign

District(s): All

RECOMMENDED ACTION

Receive and file this report.

BACKGROUND

In 2011, the Board of Supervisors received a 20-year (1990 through 2009) Child Death Review Team report on child deaths in Sacramento County. The report included a consistent finding that African American children died at twice the rate of any other ethnicity. The report identified four causes of death having the most disproportionate impact on African American children: (1) perinatal conditions; (2) infant sleep-related deaths (3) child abuse and neglect homicides; and (4) third-party homicides. In response to the findings, Supervisor Phil Serna convened a Blue Ribbon Commission to better understand the causes of disproportionality and form recommendations to decrease African American child deaths. On May 7, 2013, the Board unanimously endorsed the Blue Ribbon Commission's recommendations, which included the formation of an ongoing Steering Committee to provide leadership and oversee the effort as it progressed. Recommended strategies specific to each identified cause of death would be carried out through a partnership of public and community-based entities.

The Blue Ribbon Commission's goals included:

- Reducing the overall death rate of African American children by 10 to 20 percent by 2020; and
- Decreasing the number of African American child deaths due to:
 - Infant perinatal conditions by at least 23 percent;
 - Infant safe sleep issues by at least 33 percent;
 - Child abuse and neglect by at least 25 percent; and
 - Third-party homicides by at least 48 percent.

Strategies included:

- Public Awareness – Engage parents, service providers and the general community to increase awareness of risk factors and encourage changes in risky behaviors.
- Direct Services – Provide services that have proven effective in reducing the identified causes of child death; leverage family contact points, decrease risk factors, enhance protective factors and provide trauma-informed services that counteract risk factors.
- Policy and Advocacy – Institute policies that recognize children as a priority, demonstrated by services, funding and allocation of existing resources. Empower community members to promote and advocate for the resources they need to ensure children and youth are emotionally and physically safe.
- Data/Evaluation – Develop systems to further inform decision-making, coordinate data, and evaluate the education, direct services and policies recommended by the Blue Ribbon Commission.

On April 14, 2015, the Steering Committee on Reduction of African American Child Deaths (RAACD) presented a strategic plan to the Board on initiatives to address the Blue Ribbon Commission's recommendations. On September 10, 2015, the Board adopted a budget appropriating funding to County department-based programs aimed at reducing African American child deaths.

On October 6, 2015, the Board received the Steering Committee's implementation plan and authorized the Department of Health and Human Services (now Child, Family and Adult Services) to enter into a five-year, \$7.5 million contract with Sierra Health Foundation's Center for Health Program Management to execute the plan. This initiative is now known as the Black Child Legacy Campaign (BCLC).

Over the last nine fiscal years (six of which were allocated funding by the Board), Sacramento County's social services and probation departments have participated in the planning and community listening processes that informed the strategic and implementation plans, and have increasingly embedded BCLC strategies into their policies and practices. Since the inception of the Blue Ribbon Commission in 2012, the departments have dedicated staff and

other resources to be active participants, collaborators, and innovators in the BCLC. Management, administrative, and direct-services staff identify, implement, and reinforce important practice shifts, address gaps and service-delivery challenges, and increase the level of data collection specific to the effort. As a result, County departments are achieving valuable systems and cultural changes, which are increasing awareness of the issues, and improving service delivery, efficiencies, consumer access to services, and community trust in the County's services.

Since the project's implementation in 2015, the Board has received annual updates on the activities and progress of the BCLC. Due to the COVID-19 pandemic, and the response required to meet our community's urgent needs, the Fiscal Year (FY) 2018-19 report to the Board was delayed. This staff report highlights the investment, commitment, partnership, shifts in policy and practice, and successes of the Departments of Child, Family and Adult Services (DCFAS), Human Assistance, Probation, and First 5 Sacramento Commission, through FY 2018-19, in the effort to reduce deaths and improve wellbeing for African American children and families in Sacramento County. The attached report from the Steering Committee provides an overview of the initiative's community-based activities, progress and outcomes achieved.

Department Updates through December 2019

DCFAS Child Protective Services (CPS)

As an active participant in executing the BCLC strategies, CPS has played a pivotal role in BCLC collaborative efforts. CPS's multi-faceted approach has propelled the campaign from awareness of efforts to embedded practice changes over the last five years. CPS co-located African American Special Skills Informal Supervision (IS) social workers at each of the seven Community Incubator Lead (CIL) sites in the BCLC focus neighborhoods, realigned the zip codes assigned to these social workers, and made efforts to increase referrals to the CILs. This shift has led to a more integrated and holistic approach to serving CPS-involved families living in the county's most vulnerable neighborhoods through community-based service delivery and onsite multi-disciplinary teaming (MDT). A DCFAS Program Planner has facilitated bi-monthly MDT meetings attended by all seven CIL sites and associated stakeholders.

DCFAS also invests in training CIL MDTs in Safety Organized Practice (SOP) Case Consultation practice. SOP is a collaborative, trauma-informed child welfare practice model that utilizes skillful engagement, meaningful partnerships with families and their networks, and development of plans that foster behavior change within a family system to ensure child safety, permanency and well-being. Training is conducted by the UC Davis Northern California Training Academy and participant evaluations/feedback have been

overwhelmingly positive. These trainings promote alignment between CIL and CPS practices and the SOP approach provides structure for the MDT meetings. One-on-one sessions to promote further skill building and consistency among sites are planned next-steps.

In addition to its investments in the CILs, DCFAS administers the Sacramento County Cultural Brokers (SCCB) program, a joint CPS and community effort to implement strategies designed to reduce African American child deaths, first-time entries and reentries into the child welfare system, increase relative placements and connections, and increase the safe and timely reunification of families. Since its inception in 2018, the program has grown from serving families with children already in care to serving families coming to the attention of CPS, youth in the Children's Receiving Home shelter who are awaiting placement with families, and (with the aim of breaking the generational cycle) dependent youth who are parents.

Probation Department (Probation)

Probation's participation in the BCLC emphasizes an increase of opportunities for treatment, supervision, and service within the seven focus neighborhoods while reducing the risk factors related to third-party homicide. Risk factors are mitigated through implementing the following strategies:

- Collaborative, community-based, multi-disciplinary teaming;
- Programs to increase family functioning within the home, and to address behavioral issues including participation in gangs, running away, anti-social behavior with peers, safety concerns, and delinquency; and
- Programs that focus on mental health, trauma, substance abuse and vocational/educational training.

Since 2015, Probation dedicates four caseloads within its Juvenile Field Division and co-locates four probation officers on-site with the CIL MDTs. All are aligned under one unit with a single supervising probation officer to provide service equity among the seven sites and can serve 20-25 juvenile justice involved youth or young adults per officer. In keeping with the partnership model, the officers actively work with CIL MDTs to improve access to services, share information and resources, and participate in weekly meetings. Meetings are held in inclusive settings that provide opportunities for youth and families to give input during their case planning process. By empowering partners to work directly with clients and families, strong, sustainable relationships are formed.

To enhance their knowledge and stay current in their work, probation officers participate in trainings focused on sharing best practices and local community capacity building, such as those offered by the BCLC's Profound Purpose Institute. They also attend conferences, such as the International Gang Prevention and Intervention Conference in Los Angeles, that focus on proven

strategies across the nation that reduce community violence. Field officers also receive specific training, including Trauma-Informed Care, Adolescent Brain Development, Child and Family Teaming, and Education Advocacy, to better inform their work with youth and their families.

In addition to providing direct services, probation officers work shoulder-to-shoulder with systems partners in addressing challenges faced by the community and do so with an unwavering commitment to serve. The officers and partner agencies collectively engage the community in ongoing dialog about BCLC topics and participate in activities and events intended to heal the community and further the BCLC goals. Officers regularly attend community activities such as National Night Out, Queens and Kings Basketball Tournament, Community Peace Walks, Mega Family Expo, Black Expo event, pop-up events, weekly "Safe Spaces" for teens after school, Heal the Hood events, and many more. The relationships forged through these activities and the discourse bring awareness to the risk factors surrounding child deaths and increase the community's trust in public services.

Department of Human Assistance (DHA) Update

DHA's role in the BCLC is to connect families with resources that meet their basic needs and support them as they work towards self-sufficiency. DHA actively partners with local law enforcement agencies, hospitals and community based organizations to support the various needs of the families served, by providing services such as, but not limited to, health coverage, food assistance, housing assistance, child care, and transportation. DHA has enhanced service delivery by utilizing a holistic approach to address families and individuals with traumatic circumstances. DHA serves families by operating in a family-friendly environment that contributes to building trusting relationships that support community members in dire circumstances. Some key strategies DHA is able to employ, due to the nature of the collaborative with BCLC include:

- Participating in MDT meetings, in coordination with other community partners, families and individuals;
- Providing case management services;
- Removing barriers through in-depth discussions with families and individuals;
- Conducting workshops and trainings to develop goal setting and life skills;
- Utilizing a referral process partnership with local hospitals that have identified individuals experiencing high levels of trauma, in an effort to bridge the gap between services and support the community; and
- Reinforcing inter-departmental collaboration and trainings for DHA staff.

Since the initiative began, DHA has stationed seven African American Special Skills Human Services Specialist staff in each of the BCLC focus

neighborhoods, ensuring appropriate families and individuals receive quality services. DHA staff participate in and co-facilitate the bi-monthly MDT meetings at each CIL site to assist in the exchange of information regarding family needs and circumstances, successes, and lessons learned. These important exchanges lead to improved outcomes for families and individuals, process improvements, and new ideas for service delivery. DHA offers additional resources to the CILs for customers looking for work through the California Work Opportunity & Responsibility to Kids (CalWORKs) Subsidized Employment program, as well as resources and opportunities for homeless customers to receive permanent or temporary housing assistance through DHA's homeless program initiatives. Through partnerships and relationships with outside stakeholders and a holistic approach to delivering services, DHA works to establish the trust and respect of the agencies with which it partners and the communities it serves.

First 5 Sacramento Commission (Commission)

As an active participant and sponsor of the Blue Ribbon Commission, the Commission began funding services to reduce African American child deaths in 2013. Three of the top four causes of death impact children prenatal through age five (perinatal conditions, infant safe sleep, child abuse and neglect). The Commission employs three key strategies to mitigate risk factors related to these:

- Education campaigns on perinatal conditions and infant safe sleep;
- Mentorship for pregnant women; and
- Education and supports at Family Resource Centers to prevent abuse and neglect.

Since 2014, the Sac Healthy Baby perinatal education campaign has worked to increase awareness and promote healthy pregnancies and births through outdoor print ads, radio ads, social media, and community events. Pregnant women, new mothers, and their families are directed to sachealthyybaby.com to receive information and connect to local resources. In 2019, the Commission partnered with Sacramento County Public Health (PH) on the Perinatal Equity Initiative (PEI) to better understand issues around Black maternal and infant mortality, and develop recommendations for prioritizing strategies to be funded through PH using PEI dollars. The Commission was responsible for: community and stakeholder learning sessions; convening a PEI Community Advisory Board to understand gaps and solutions to reduce Black infant mortality; and help with creating and launching a joint public awareness campaign on Black maternal and infant mortality. The Unequal Birth campaign was unveiled in February 2020 with LED billboards along seven high traffic freeway areas, radio ads, social media ads, and a new website at unequalbirth.com.

With regard to infant safe sleep, the Safe Sleep Baby education campaign provides a one-hour training to expectant and new parents with a child under six months of age (when risk is highest for an infant sleep related death). Local community service and health providers also deliver the training and Sacramento's eight birthing hospitals integrate safe sleep policies/procedures and promote the campaign with their clients. If a family does not have a safe space for their infant to sleep, a free portable crib is provided.

In addition to education campaigns, the Commission invests in direct services to support pregnant women and parents with children ages zero through five. Family Resource Centers (FRCs) are community hubs throughout the County that provide services to prevent child abuse and neglect. FRCs provide parent education, home visitation, crisis intervention, and a variety of community activities to promote wellbeing, decrease stress, and increase access to supports and services. In 2013, the Meadowview and Valley Hi FRCs were expanded to provide additional outreach specifically to African American families and Mutual Assistance Network opened an FRC in Arden Arcade to address a gap in services for African American families in that area. There are now a total of nine FRCs working in collaboration to reduce child abuse and neglect homicides. While African American families have always been served at the FRCs, the Commission increased funding and support to improve outreach and culturally responsive services across all FRCs.

For the past six years, the Commission has also invested in a pregnancy mentoring program to support expectant African American mothers. Pregnancy coaches are trained community members who work one-on-one with pregnant women to provide education, support and access to important health and social services. Assessments of health, mental health, and social determinants of health are utilized to create individualized care plans, which include referrals to other agencies that can help reduce risk factors and increase protective factors. The coaches meet women where they are at, whether it is at home or a community location, including many of the CILs where the program has been able to be co-located part-time. Program staff act as a support and advocate to walk along the pregnancy journey with the women, work to reduce barriers to care, and even driving women to their appointments and attend with them if needed. Case management and support is provided for up to four months postpartum.

Indicators of Success and Outcomes Achieved

Sacramento County has engaged in this work for the past nine fiscal years (six of which were allocated funding by the Board) and is seeing some positive results. Initial findings show that the project has met its overarching goal of reducing African American child deaths by 10 to 20 percent and has met several of its subsidiary goals. The slide decks accompanying this report provide quantitative data describing progress made in achieving these goals.

Additional data collection, monitoring, and analysis will be conducted in the coming years to determine longer-term outcomes and trends. However, the County's investments in efforts to reduce African American child deaths in Sacramento have produced qualitative results that benefit the entire community:

- Greater community awareness of the BCLC issues, contributing risk factors, and available assistance;
- Better coordination across child-serving systems, resulting in better quality of care, increased response times and efficiencies;
- Improved access to and trust in public services among consumers;
- Skilled and engaged human services professionals and para-professionals who are equipped to deliver culturally responsive services to African American families;
- An established network of public and private partnerships and increased citizen involvement in reducing known and preventable risks for illness and death in the county's most vulnerable neighborhoods; and
- "Black Child Legacy Campaign" innovation, achievement, and brand recognition across the county, state and nation.

These qualitative results add value to Sacramento County's services, reduce risks created by social determinants of health, promote growth in accordance with the Blue Ribbon Commission's strategic goals, save lives, and strengthen families and the community. Some cumulative data from 2015 through 2019, demonstrating performance related to each of these results, are highlighted here.

DCFAS CPS:

- DCFAS/CIL Leadership participated in a systemic analysis mapping to help support CIL sites and identify collective needs. The systems mapping identified several key needs, including a priority to support the weekly site level MDT structure.
- 143 referrals of CPS-involved families from CPS to CILs this reporting period – a 50 percent increase from the previous year.
- Approximately, 65 cases were assigned to social workers stationed at the CILs, based on a point in time count.
- Sacramento County Cultural Brokers (SCCB) Program (2018-2019):
 - Served nearly 200 families ; referrals nearly doubled from 73 in 2018 to 122 in 2019
 - Attended 204 court proceedings, 103 Child and Family Team meetings, 26 MDT meetings, and safely reunified 27 families
 - 95 percent of families served stated they were satisfied with SCCB services, 86 percent indicated improved trust and communication with CPS, and 78 percent indicated they have a better understanding of safety risks

- Garners positive recognition from industry publications and multiple stakeholders including the Juvenile Dependency Court, attorney groups, parents and internal staff (see attached)
 - “The [SCCB Program] was represented well yesterday by [the cultural broker], and I know that the Court recognized the importance of her work and the program.” – County Counsel
 - “CB was a great help and support connecting [the social worker] and family and getting the dad to agree to services.” – CPS Social Worker
 - “She saw us through to the end. She helped me through the hard points and my family has successfully come back together.” – Parent

Probation:

- Over 340 youth received case management within the seven CILs
- Over 230 referrals from Probation to community-based services for cognitive behavioral interventions, strengths-based family models (Functional Family Therapy, Multi-systemic Therapy, Wraparound services), alcohol and drug services, mental health support, parenting, domestic violence, anger management, leadership, educational and vocational programs, and housing
- Over 45 youth either acquired and/or retained employment after receiving services
- 54 percent reduction in the total number of juvenile wards within the CIL neighborhoods

DHA:

- Offered over 213 families and 77 individuals CalFresh and enrollment into the Restaurant Meals program, decreasing their food insecurities
- Managed over 211 CalWORKs cases with supportive services
- Assisted 170 individuals in obtaining employment through the Welfare-To-Work, Subsidized Employment program
- Assisted over 207 individuals and 106 families in obtaining temporary or permanent housing assistance, of which 27 families secured permanent housing
- Assisted over 112 individuals and 64 families with access to health care benefits, through Medi-Cal enrollment
- Helped customers understand changes in Federal policy and eligibility requirements, resulting in an increase in consumer understanding and empowerment to become more independent. Consumers are now empowering their peers on how to advocate for their family’s needs.

First 5 Sacramento Commission (for FY 2015-16 through FY 2019-20):

- Sac Healthy Baby perinatal education campaign and Unequal Birth campaign
 - From FY 2015-16 through FY 2019-20 there were a total of 17,188 visits by 11,018 individuals to sachealthybaby.com
 - The campaign delivered a total of 159,387,653 impressions via print ads; social media led to 3,693,553 impressions
 - In FY 18-19 formative research and community listening sessions were held to gather feedback to develop a joint public awareness campaign between the Commission and Sacramento County Public Health. In February 2020 the Unequal Birth campaign was launched.
 - From February to June 2020, the Unequal Birth campaign saw: 1,250,803 impressions on radio ads through local stations and Pandora; 3,115,570 impressions and 30,304 clicks to the link provided via social media; and 478,526 impressions from LED billboards despite COVID. The billboard also included out of home digital retargeting, that led to 21,691,691 impressions. Finally, a new website was built, and there were 21,621 unique users to the website and 33,010 visits.

- Safe Sleep Baby education campaign
 - 5,719 parents received Safe Sleep Baby training over the five year period (28 percent of those trained in FY 19-20 were African American)
 - 3,160 cribs were distributed (36 percent of the cribs were provided to African American families in FY 19-20)
 - Follow-up interviews with over 300 African American families show promise in safe sleep behaviors. In FY 19-20, 88 percent slept their baby in a Pack n Play or crib, and 82 percent slept their babies on their backs

- Pregnancy Mentor Program
 - 1404 women served
 - Women delivered 874 babies; in FY 19-20, 88 percent of the babies were healthy weight, 83 percent were full term, and 80 percent were both healthy weight and gestational age
 - There were no stillbirths or infant deaths among clients exiting the program in FY 19-20

Sacramento County's Combined Efforts:

- 70 grassroots community organizations and 18 Community Leadership Roundtable members identify as CIL partners delivering BCLC services in the seven focus neighborhoods

- Received a National Association of Counties 2019 Achievement Award, recognizing the BCLC as an innovative project that modernizes county government and increases services to county residents
- Received a California State Association of Counties 2019 Merit Award, recognizing the County's innovative, effective, and cost-saving ways of serving constituents through the BCLC
- Received acclaim from Casey Family Programs and was highlighted in two research briefs as an illustration of "a 21st century child and family well-being system," where the safety and well-being of children is the collective responsibility of an entire community, strategies are grounded in a public health approach, shifting the current child safety response from intervention after harm to prevention of harm, and cross-sector alliances share a vision of racial equity
- Supervisor Serna, representatives from the Commission, BCLC, and DCFAS co-presented a workshop on BCLC as a model at the First 5 California statewide conference. Representatives from all 58 Commission as well as other agencies attended the conference, totaling over 700 attendees. The room for the session was past capacity, with some participants standing.

Collectively, the performance data and initial outcomes related to African American child death appear promising. Sacramento County now has the necessary community-based framework to support sustained efforts. Through a continued commitment to partner, improve, and innovate, Sacramento County is leading the way and heading in the right direction to reduce disparities to improve wellbeing for African American and all children and families.

FINANCIAL ANALYSIS

Below summarizes the investments highlighted in this report. These figures include funding committed from FY 2013-14 through FY 2019/20.

DCFAS/CPS Total Investment: \$15,535,130

- Staff support for RAACD Steering Committee: \$755,312 (FY 2013/14 – 2019/20, General Fund)
- Steering Committee's Implementation Plan: \$7.5 million (FY 2015/16 – 2019/20, contract with Sierra Health Foundation, General Fund)
- SCCB Program: \$1,650,000 (FY 2015/16 – 2019/20, General Fund)
- Social Workers at CILs: \$5,629,818 (FY 2015/16 - 2019/20; 50 percent Federal Revenue/50 percent General Fund for FY 2015/16 - 2016/17, 50 percent Federal Revenue/50 percent 2011 Protective Services Realignment for FY 2017/18 - 2019/20)

Probation Total Investment: \$3,930,240

- Probation Officers at CILs: \$3,930,240 (FY 2015/16 - 2019/20, General Fund)

DHA Total Investment: \$5,507,684

- Human Services Program Specialists at CILs: \$5,507,684 (FY 2015/16 - 2019/20, General Fund)

First 5 Sacramento Commission Total Investment: \$14,276,050

- Funding for Blue Ribbon Commission Report: \$30,000 (FY 2013/14)
- Staff support for RAACD Steering Committee: \$675,000 (FY 2013/14 - 2019/20)
- Sac Healthy Baby perinatal education campaign: \$1,616,665 (FY 2013/14 - 2019/20)
- Safe Sleep Baby education campaign: \$1,413,178 (FY 2013/14 - 2019/20)
- Pregnancy Mentor/Cultural Broker Program: \$5,361,207 (FY 2013/14 - 2019/20)
- Family Resource Center expansion: \$5,180,000 (FY 2013/14 - 2019/20)

Combined Total Investment (through FY 2019-20): \$39,246,104

Attachments:

ATT 1 - Steering Committee BCLC Annual Summary

ATT 2 - Steering Committee BCLC 5-Year Report

ATT 3 - BCLC Service Matrix

ATT 4 - BCLC Action Guide

ATT 5 - DCFAS CPS stakeholder letters and publication

ATT 6 - BCLC Healing the Hood program evaluation report

**BLACK CHILD LEGACY CAMPAIGN
ANNUAL SUMMARY**

The Big Picture

Five Years Into the Black Child Legacy Campaign

Unprecedented community conditions call for unprecedented community effort. When 2009 data showed that African American children in Sacramento County were twice or even three times as likely to die as White, Latino or Asian children—and had experienced this disparity for 20 years—community leaders at the County Board of Supervisors and Sierra Health Foundation knew it was time to act.

In 2015, the Black Child Legacy Campaign was launched with a goal of reducing the disparity in African American child deaths 10 to 20 percent by 2020.

The results have been nothing short of amazing. After just three years of implementation, the Black Child Legacy Campaign:

- Reduced the number of African American child deaths by 33 percent
- Reduced the number of African American infant deaths by 45 percent
- Achieved a 76 percent reduction in disparity for infant sleep-related deaths
- Saw zero juvenile homicides in 2018 and 2019
- Assigned 166 Cultural Broker referrals since February 2018 through the Sacramento County Cultural Broker Program
- On March 2, 2019, the success of the Black Child Legacy Campaign was recognized by The National Association of Counties Health Steering Committee

Using a collective impact approach, the Black Child Legacy Campaign brings together dozens of partners to provide seamless family support services and youth development opportunities in seven Sacramento neighborhoods. The relationships formed—between residents and providers, among provider organizations, among the seven communities, and between communities and city and county policymakers—create a new and powerful infrastructure for lasting, equitable, systemic change.

- AA** Arden Arcade
- DPH** Del Paso Heights-North Sacramento
- FF** Foothill Farms-North Highlands
- FS** Fruitridge-Stockton Blvd.
- MV** Meadowview
- OP** Oak Park
- VH** Valley Hi



Mother and Son
Arden Arcade
CIL



2020 RAACD Steering Committee



www.shfcenter.org
 @TheCenterSHF @TheCenterSHF @thecentersh



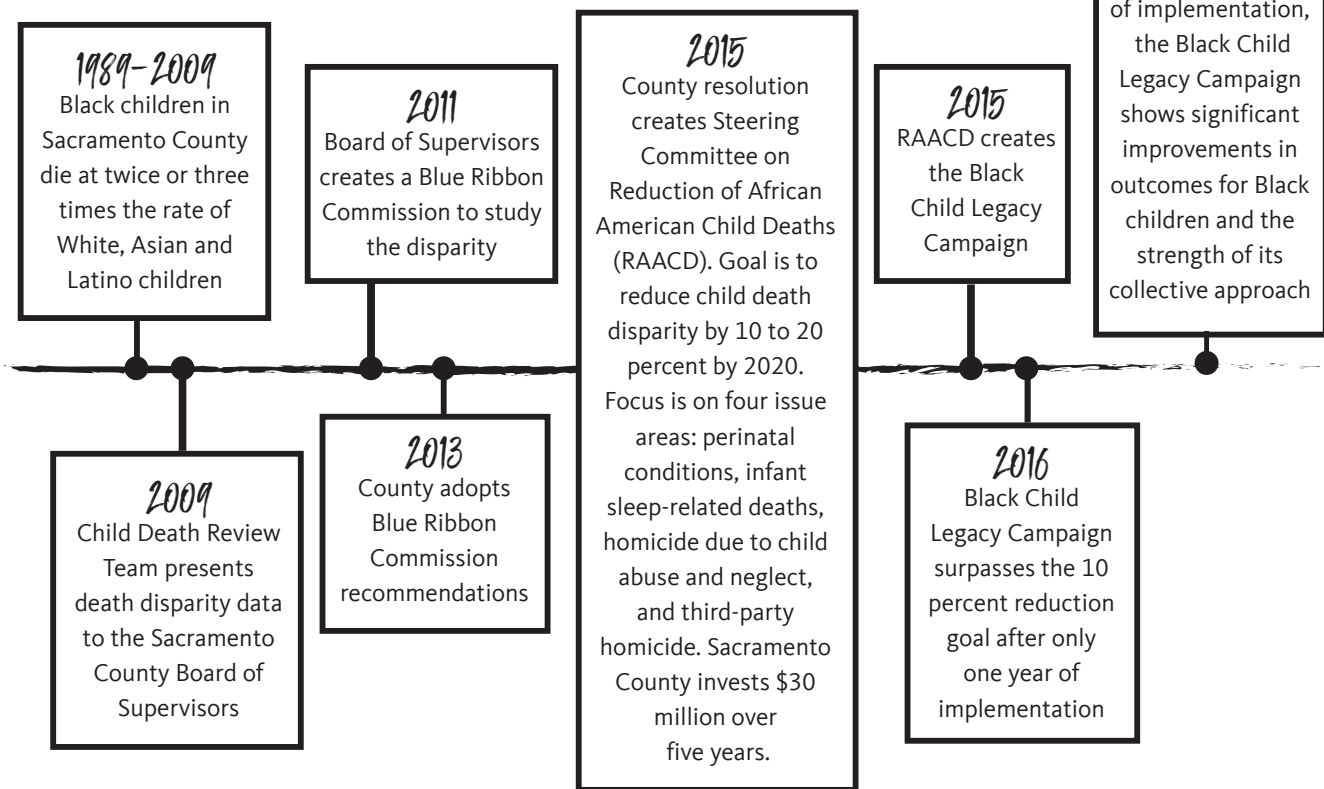
www.blackchildlegacy.org
 @RAACD-Sac @RAACDSac @RAACD_SAC

The Foundation of a REVOLUTION

Five Years of Legacy

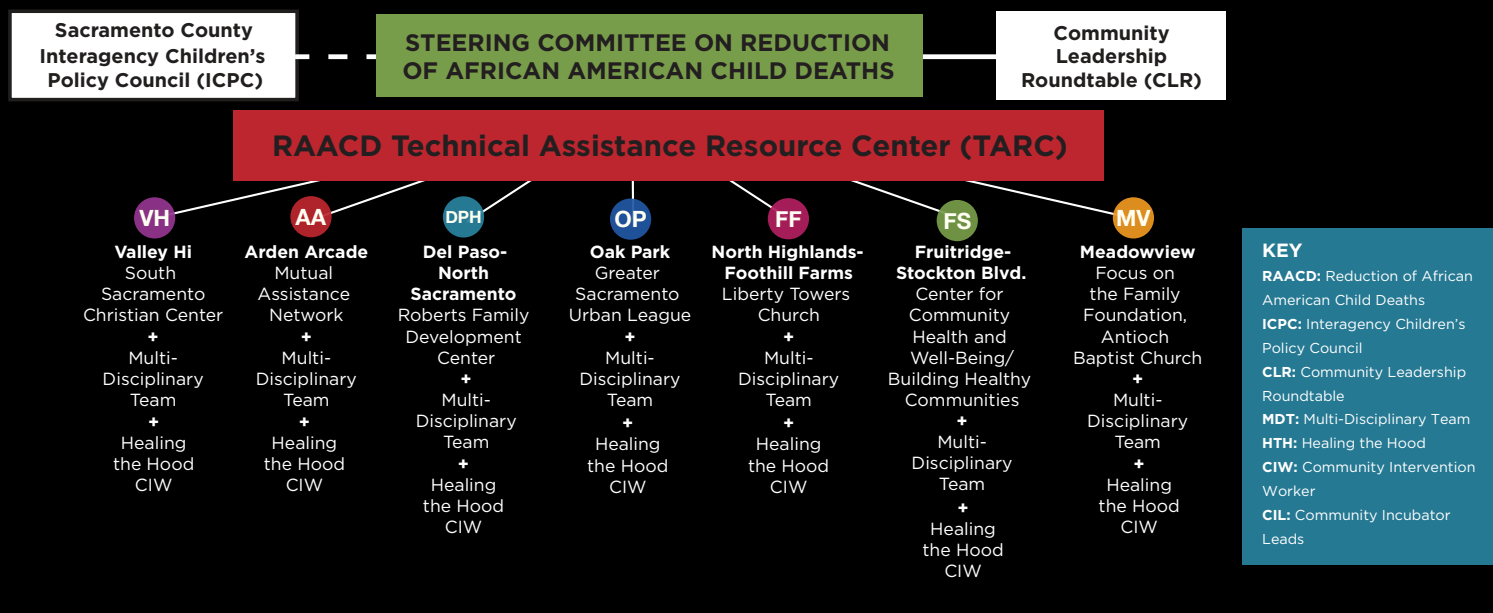


How We Got Here



Building a Solid Infrastructure

WORKING INFRASTRUCTURE

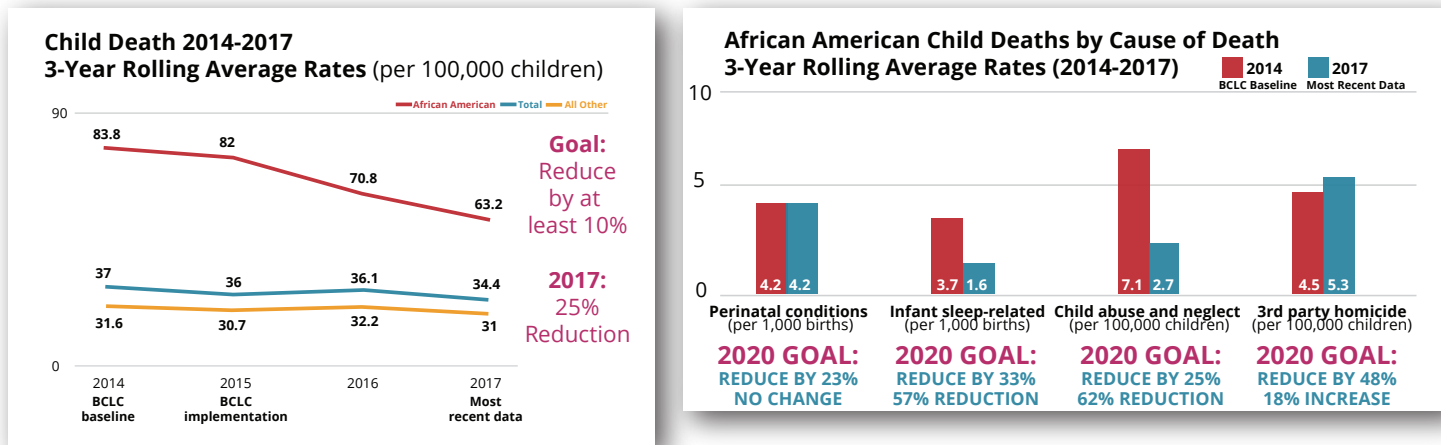


How We Know it Works

Black Child Legacy Campaign 2020 Impact Dashboard

Reduction of African American Child Deaths

The overall goal of the campaign is a reduction in African American child deaths from the 2014 baseline rate of 83.8 deaths/100,000 African American children to a rate of at least 75.4 deaths (a 10% reduction).



Local Movement Building

Neighborhood infrastructure is strengthened through partnerships of Community Incubator Leads and local leaders, and the engagement of youth in the reduction of African American child deaths.

Community Partnerships (2019)

MORE THAN 70 COMMUNITY PARTNERS

Countless Informal Partners

18 Community Leadership Roundtable Partners

Youth Engagement (2019)

2550 Youth Engaged

Systems Change Wins - 2016-2019

- ✓ Hospital adoption of safe sleep protocols for all births
- ✓ County out-stationed staff in neighborhood Multi-Disciplinary Teams
- ✓ County Child Protective Services implementation of cultural broker program
- ✓ Healing the Hood coordinated strategy for youth violence prevention, intervention and interruption, with referrals from Probation and school districts
- ✓ Adoption of county-wide hospital crisis response protocol.

Resource and Capacity-Building Investments

With resources from external sources, The Center at Sierra Health Foundation provides capacity-building and other backbone functions needed for the success of the Black Child Legacy Campaign.

Total Investment to The Center (2014-2020)

\$10.9 Million

\$7,500,000	Sacramento County Board of Supervisors
\$1,321,000	First 5 Sacramento
\$750,000	City of Sacramento
\$500,000	Obama Foundation
\$500,000	Board of State & Community Corrections
\$257,000	Sacramento County (Cultural Brokers)
\$75,000	Kaiser Permanente
\$57,000	HealthNet
\$25,000	Sierra Health Foundation

7 Communities Engaged

Capacity-Building Activities (2019)

16 TRAININGS **65 TRAINING HOURS**

Training topic examples: crisis response and prevention, advocacy, quality assessment, communications, restorative justice, domestic violence, homelessness

BLACK CHILD LEGACY CAMPAIGN • JULY- DECEMBER 2019

By The Numbers and Beyond

221 African American individuals and families received intensive case management to reduce the stressors and risk factors that lead to unsafe sleep practices for babies, lack of prenatal care for women, child abuse and neglect, and youth violence. Intensive case management allows caseworkers to provide services and supports to address homelessness, food insecurity, substance abuse, lack of Medicaid and other challenges.

128 African American pregnant women received BCLC services. 107 of these women were connected to prenatal care as part of their BCLC services.

69 African American individuals and families received education and referrals for safe sleep practices. Parents, grandparents and other caregivers received community education and participated in forums to learn how to ensure infants are safe when they sleep. Fifty-one families received cribs.

2550 African American youth participated in BCLC activities.

92 African American youth participated in transformative learning opportunities, including data collection through participatory action research (PAR) within their neighborhoods and schools, employment readiness, event planning, public speaking, civic engagement and multimedia technical skills.

96 African American community members were involved in leadership activities such as acting as an adult ally for youth participatory action research teams, public speaking, and serving on the Community Leadership Roundtable.

352 BCLC clients (including non-African American clients) needed housing-related services.

48 African American youth were referred from Probation.

99 African American families with open CPS cases received BCLC services.

7 Community Intervention Workers provided intensive case management and crisis response through Healing the Hood. Community Intervention Workers received more than 40 hours of training and professional development in 2019.

BLACK CHILD LEGACY CAMPAIGN
FIVE-YEAR REPORT

The Foundation of a
REVOLUTION

Five Years of Legacy



Co-Chair Letter

In the course of creating an infrastructure to serve Black children, youth and families to reduce African American child deaths in Sacramento County, the Black Child Legacy Campaign has begun to transform our community through an innovative approach of providing services and a strong desire to empower and create opportunities in seven targeted neighborhoods. Our vision is to create a legacy for black families and children in Sacramento County to have full and equitable access to emotional, physical and financial well-being so they can thrive for generations to come. This vision has led to a dramatic reduction in African American child deaths in Sacramento, as well as a decrease in the disparity—an unprecedented happening not only in our community, but nationally.

The Steering Committee on the Reduction of African American Child Deaths has arrived at an understanding that much of the knowledge and experience needed to create change resides in the neighborhoods we serve. Throughout the Black Child Legacy Campaign, Community Incubator Leads, Cultural Brokers, Community Intervention Workers and people within the community are at the heart of this work and drive its success.

The Black Child Legacy Campaign unites communities around black families, so that they have the unbiased support and resources necessary to leave a great legacy for future generations. Through this collaborative campaign, we have been able to change the policies and laws that have been roadblocks in black families' path to success.

The strategies we have created and implemented—led in partnership with many organizations, departments and agencies—have transformed Sacramento County. This five-year report outlines these strategies and the quality dimensions that have guided this campaign.

Our hope is that this is only the beginning for Sacramento County. Although we have seen success, we know there is still much work to be done. The infrastructure within the community and the people, organizations and agencies are in place. We hope you will read this report with an open mind toward the possibilities of the future with community at the front and center.

Sincerely,

Chet P. Hewitt

Dr. Natalie Woods Andrews

Co-Chairs

Steering Committee on Reduction of African American Child Deaths

Acknowledgements

Steering Committee on Reduction of African American Child Deaths

Pastor Alice Baber-Banks
 Debra Cummings
 Dr. Ethan Cutts
 Captain Robert Davis
 Julie Davis-Jaffe
 Gladys Deloney
 Paris Dye
 Linda Fong-Somera
 Steven Garrett
 Keith Herron
 Chet P. Hewitt, Co-Chair
 Stephanie Hopkins
 Pastor Robert Jones
 Dr. Olivia Kasirye
 Kula Koenig
 Judge Barry Loncke
 Aliane Murphy-Hasan
 Kim Pearson
 Tina Roberts
 Shannon Shaw
 Essence Webb
 Kim Williams
 Dr. Natalie Woods Andrews, Co-Chair
 Marlon Yarber

Community Incubator Leads

Arden Arcade: Mutual Assistance Network
 Del Paso Heights-North Sacramento:
 Roberts Family Development Center
 Foothill Farms-North Highlands:
 Liberty Towers
 Fruitridge-Stockton Blvd.: Sacramento BHC
 Meadowview: Rose Family Creative
 Empowerment Center
 Oak Park: Greater Sacramento Urban League
 Valley Hi: South Sacramento Christian Center

Community Leadership Roundtable
 County of Sacramento Multi-Disciplinary
 Leadership Team
 Child Protective Services
 Department of Human Assistance
 Probation Department

We especially wish to thank Supervisor Phil Serna and the Sacramento County Board of Supervisors for your commitment and leadership.

Funding Partners

Board of State and Community Corrections
 City of Sacramento
 County of Sacramento
 First 5 Sacramento
 Health Net
 Kaiser Permanente
 Obama Foundation
 The Center at Sierra Health Foundation

Partners

Advance Peace
 Always Knocking
 City of Sacramento Gang Prevention
 and Intervention Task Force
 Innovation Bridge
 Putnam Consulting Group
 Sacramento Kings

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Credits

Gregory Berger, Pomegranate Design

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Black Child Legacy Campaigns – Key Terms and Definitions 7 Community Incubator Lead (CIL) Neighborhoods

- AA** Arden Arcade
- DPH** Del Paso Heights-North Sacramento
- FF** Foothill Farms-North Highlands
- FS** Fruitridge-Stockton Blvd.
- MV** Meadowview
- OP** Oak Park
- VH** Valley Hi

KEY

- RAACD:** Reduction of African American Child Deaths
- ICPC:** Interagency Children’s Policy Council
- CLR:** Community Leadership Roundtable
- MDT:** Multi-Disciplinary Team
- HTH:** Healing the Hood
- CIW:** Community Intervention Worker
- CIL:** Community Incubator Leads

Introduction

What does it take for life to become more promising for a child or young person? An adult who cares for her? A system of support for his family? A community in which she feels safe and connected? A city where his life and livelihood are a priority?

For African American children in Sacramento, life is becoming more promising for all of these reasons and more. The Black Child Legacy Campaign puts the lives of Black children front and center in a broad but targeted approach to ensure that more of them live to become adults. “What we have begun here is the foundation of a revolution,” says Tina Roberts of the Roberts Family Development Center in Del Paso Heights. “Our end goal is to bring about change.”

The Black Child Legacy Campaign was created in response to the sobering realization that African American children in Sacramento were



Youth attend the Peace and Unity Gun Violence Prevention Rally at Cesar Chavez Park in June 2019.

dying at more than twice the rate of any other ethnicity—and that disparity had existed for more than 20 years. After this startling statistic was reported by the Child Death Review Team in 2009, the Sacramento County Board of Supervisors created a Blue Ribbon Commission to study the disparity, and in 2013 adopted their recommendations. In 2015, a Board of Supervisors resolution created the Steering Committee on Reduction of African American Child Deaths (RAACD), a community-driven body of dedicated individuals with the shared goal of reducing the child death disparity by 10 to 20 percent by 2020.

The RAACD Steering Committee, led by The Center at Sierra Health Foundation, is responsible for providing oversight, planning, implementation, evaluation and reporting to the Board of Supervisors on the work to reduce African American child deaths in four issue areas: perinatal conditions, infant sleep-related deaths, homicide due to child abuse and neglect, and third-party homicide. To achieve its goals, the RAACD Steering Committee created the Black Child Legacy Campaign.



Dr. Natalie Woods Andrews, co-chair of the RAACD Steering Committee and Executive Director of Early Learning, Sacramento County, at the annual GLORY conference.

The Black Child Legacy Campaign made huge strides, surpassing the 10 percent reduction mark in 2016 after only a year of implementation. Now nearing its fifth year, and marking three full years of active implementation, the Black Child Legacy Campaign is celebrating the milestone of reducing the number of deaths by 33 percent between 2013 and 2016. What's more, the campaign is also celebrating a 45 percent reduction in the African American infant death rate during that same period, and a 76 percent reduction in disparity for infant sleep-related deaths. In addition, there were zero juvenile homicides in the City of Sacramento in 2018 and 2019.

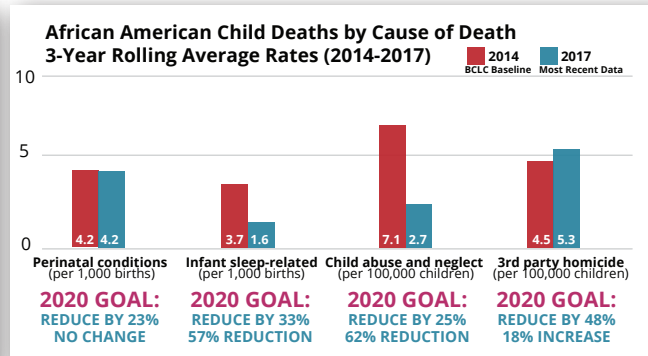
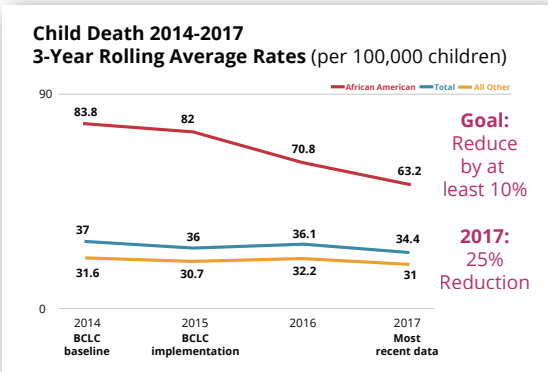
The progress has been inspiring on many fronts. Most importantly, the work of the Black Child Legacy Campaign shows that powerful change can happen when many different organizations align their talents and focus on a common goal. There is still a great deal of work to be done before all Black children are safe and supported in Sacramento. But with continued investment and commitment, there is much evidence to show that the work of the Black Child Legacy Campaign will reach that goal. Through this targeted but universal effort, all kids will do better in Sacramento.

“Over this last year, I think the biggest accomplishment is the data that provides evidence that what we’ve been doing over these past four or five years is making a great impact in our community,” says Dr. Natalie Woods Andrews, co-chair of the RAACD Steering Committee and Director of Early Learning, Sacramento County Office of Education. “That is a huge accomplishment. The data speaks for itself as evidence that the Black Child Legacy Campaign, as a whole, has been highly successful. We set out to reduce the death rates by 10 to 20 percent. My goal would be 100 percent. Until we truly eliminate the disparities in the death rates of Black children, I don’t think we can be satisfied.”

Black Child Legacy Campaign 2020 Impact Dashboard

Reduction of African American Child Deaths

The overall goal of the campaign is a reduction in African American child deaths from the 2014 baseline rate of 83.8 deaths/100,000 African American children to a rate of at least 75.4 deaths (a 10% reduction).



Local Movement Building

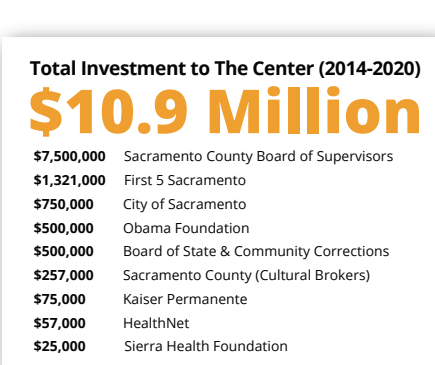
Neighborhood infrastructure is strengthened through partnerships of Community Incubator Leads and local leaders, and the engagement of youth in the reduction of African American child deaths.



- ### Systems Change Wins - 2016-2019
- ✓ Hospital adoption of safe sleep protocols for all births
 - ✓ County out-stationed staff in neighborhood Multi-Disciplinary Teams
 - ✓ County Child Protective Services implementation of cultural broker program
 - ✓ Healing the Hood coordinated strategy for youth violence prevention, intervention and interruption, with referrals from Probation and school districts
 - ✓ Adoption of county-wide hospital crisis response protocol.

Resource and Capacity-Building Investments

With resources from external sources, The Center at Sierra Health Foundation provides capacity-building and other backbone functions needed for the success of the Black Child Legacy Campaign.



BLACK CHILD LEGACY CAMPAIGN JULY- DECEMBER 2019 BY THE NUMBERS AND BEYOND

221 African American individuals and families received intensive case management to reduce the stressors and risk factors that lead to unsafe sleep practices for babies, lack of prenatal care for women, child abuse and neglect, and youth violence. Intensive case management allows caseworkers to provide services and supports to address homelessness, food insecurity, substance abuse, lack of Medicaid and other challenges.

128 African American pregnant women received BCLC services. 107 of these women were connected to prenatal care as part of their BCLC services.

69 African American individuals and families received education and referrals for safe sleep practices. Parents, grandparents and other caregivers received community education and participated in forums to learn how to ensure infants are safe when they sleep. Fifty-one families received cribs.

2550 African American youth participated in BCLC activities.

92 African American youth participated in transformative learning opportunities, including data collection through participatory action research (PAR) within their neighborhoods and schools, employment readiness, event planning, public speaking, civic engagement and multimedia technical skills.

96 African American community members were involved in leadership activities such as acting as an adult ally for youth participatory action research teams, public speaking, and serving on the Community Leadership Roundtable.

352 BCLC clients (including non-African American clients) needed housing-related services.

48 African American youth were referred from Probation.

99 African American families with open CPS cases received BCLC services.

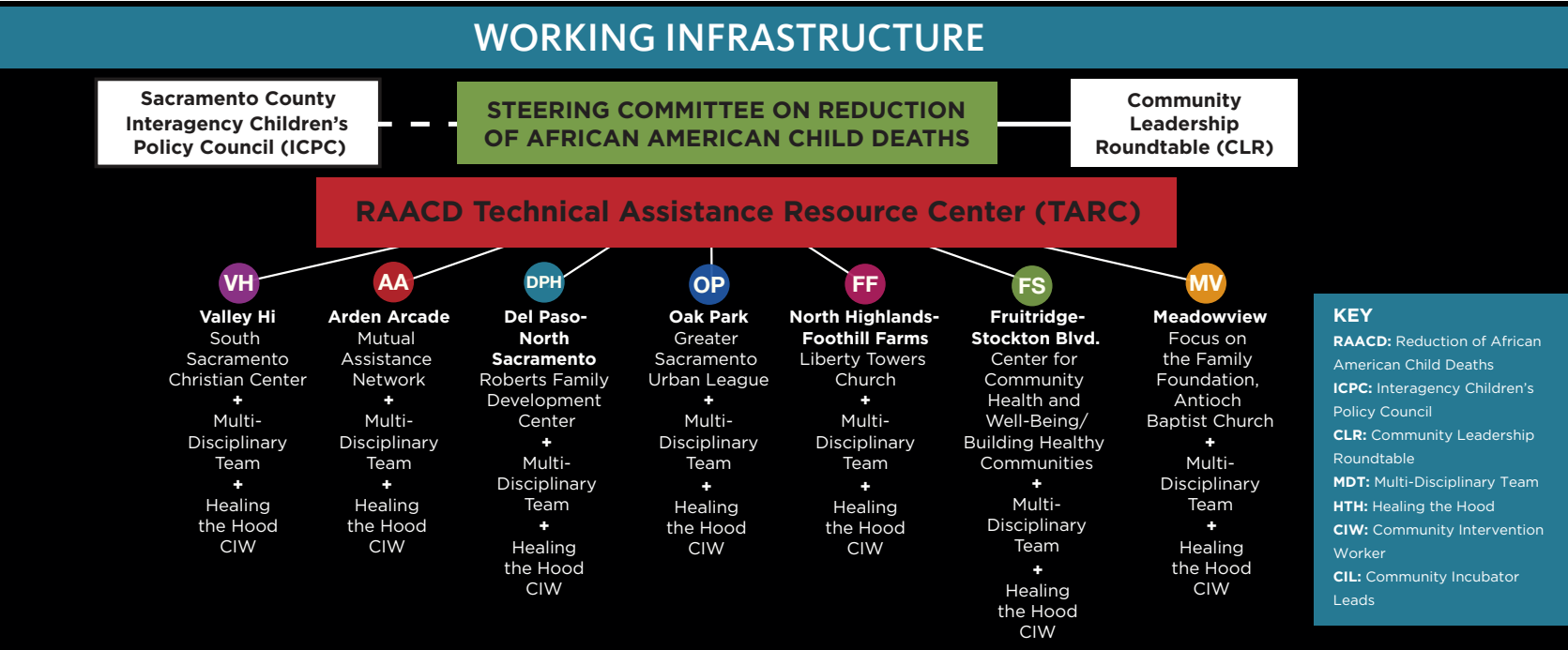
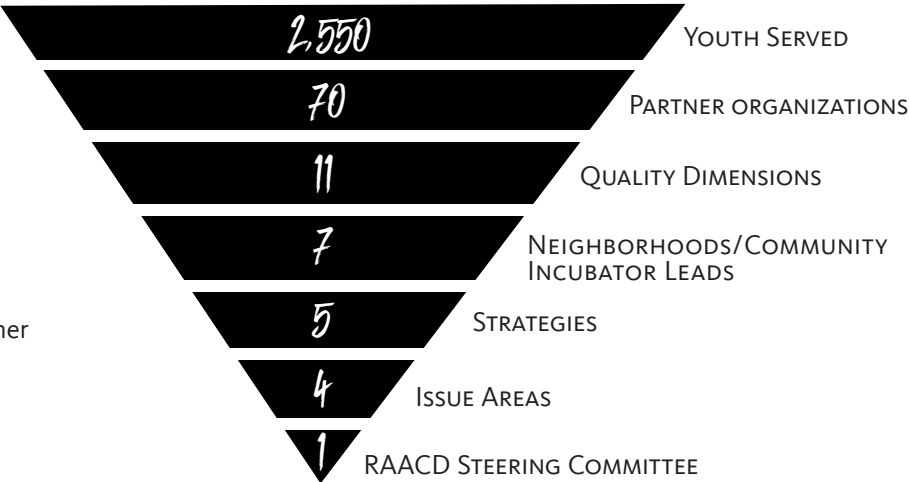
7 Community Intervention Workers provided intensive case management and crisis response through Healing the Hood. Community Intervention Workers received more than 40 hours of training and professional development in 2019.

Strategic Approach

Collective Impact: The Black Child Legacy Campaign Structure

The Black Child Legacy Campaign infrastructure uses a collective impact approach, led by The Center at Sierra Health Foundation. Through this approach, individuals and organizations from multiple sectors work together to pursue five key strategies (outlined below) in seven neighborhoods, to achieve the common vision of reducing African American child deaths. The work of the Black Child Legacy Campaign is overseen by the RAACD Steering Committee, and it is carried out on a daily basis by seven Community Incubator Lead (CIL) organizations—one in each target neighborhood. Each CIL engages myriad partner organizations. The CILs and partners form Multidisciplinary Teams (MDTs), consisting of nonprofit and government agencies, that connect neighborhood residents with prevention and intervention services in Sacramento County.

Services and Resources



In this way, the Black Child Legacy Campaign has created a growing, sustained network of organizations—an infrastructure that can mobilize quickly in response to any resident’s need and work together to address that need seamlessly and effectively. What’s more, participants in the Black Child Legacy Campaign, including community leaders, families and youth, have lifted their common voice in support of new policies that better support and protect African American children and their families.

“Big picture, the thing that’s been most impactful is the multi-disciplinary approach, embedding staff in the community and becoming part of the community,” says Marlon Yarber, Assistant Chief Probation Officer. “It dispels myths on both sides. Residents see that we’re there to help people be successful. We all deal with the same clients. Why not set up offices in those communities and work with community-based providers and meet people where they are? Why not make it easier for people who are already challenged? Now we have connections with providers, families and kids who may not be under our supervision, but are part of the community. Natural relationships can develop; we get to know the community better and they tell us more. At first it pushed a lot of us out of our comfort zones, but it’s what the community wants.”



Marlon Yarber, Assistant Chief Probation Officer

Targeted Universalism

Much of the Black Child Legacy Campaign’s success is due to its efforts to embody the principles of targeted universalism, a design method conceived by John A. Powell of the Haas Institute for a Fair and Inclusive Society at UC Berkeley. A structural approach to equity and inclusion, targeted universalism considers the multiplicity of factors that contribute to a disparity. Through this lens, the needs of children most vulnerable to health disparities are “targeted”—centered in interventions to address them. At the same time, the interventions can and should apply to any child who needs them – the “universal” aspect. Without explicit efforts that are both targeted and universal, interventions may only treat symptoms, root causes are frequently overlooked, and policies and procedures can leave Black children and families (and others) behind.

The Black Child Legacy Campaign’s unique targeted and universal approach has changed the trajectory of Black children’s lives while steadily building a countywide infrastructure that benefits all children of Sacramento County.

“Big picture, the thing that’s been most impactful is the multi-disciplinary approach, embedding staff in the community and becoming part of the community. It dispels myths on both sides. Residents see that we’re there to help people be successful. We all deal with the same clients. Why not set up offices in those communities and work with community-based providers and meet people where they are? Why not make it easier for people who are already challenged? Now we have connections with providers, families and kids who may not be under our supervision, but are part of the community. Natural relationships can develop; we get to know the community better and they tell us more. At first it pushed a lot of us out of our comfort zones, but it’s what the community wants.”

- Marlon Yarber, Assistant Chief Probation Officer

Strategies to Save Black Children

In 2015, the Steering Committee on RAACD adopted five interdependent strategies to guide an uncharted path to build a community movement with the explicit goal to reduce the four leading causes of Black children's deaths in the seven Sacramento neighborhoods with the highest rates. These strategies have led to the development of a powerful infrastructure that has driven the success of the campaign and has drawn statewide and national attention.

The Black Child Legacy Campaign's five strategies are:

1. PROMOTING ADVOCACY AND POLICY TRANSFORMATION

2. EQUITABLE INVESTMENT AND SYSTEMIC IMPACT

3. COORDINATED SYSTEMS OF SUPPORT

4. DATA-DRIVEN ACCOUNTABILITY AND COLLECTIVE IMPACT

5. COMMUNICATIONS AND INFORMATION SYSTEMS

Strategy 1: Promoting Advocacy and Policy Transformation

Policy advocacy to advance equity efforts in affected communities is long-term work that requires a cultural shift at every level, within communities and within the institutions and organizations that seek to support them. The Black Child Legacy Campaign has offered a platform for strengthened relationships and authentic collaboration across agencies and neighborhoods working toward a common cause.

The Community Leadership Roundtable (CLR) is one example of the Black Child Legacy Campaign's endeavors to convene leaders for advocacy across communities. Through bi-monthly meetings, CLR members are able to build upon the shared language of the campaign and develop skills that strengthen its impact. CLR members also receive training to conduct quality assessments of CILs and hold a key role in neighborhood outreach and advocacy efforts that expand the Black Child Legacy Campaign's reach. The relationships they form in the CLRs also strengthens each CIL's ability to respond to community crises.



Crisis Response Food Geniuses

The Black Child Legacy Campaign has shifted attitudes and beliefs about what is possible for Sacramento while building a collective vision of a county where Black children can thrive. Neighborhood residents, inspired by the campaign, have become civically engaged in activities such as voter registration and campaigns to educate communities about propositions that will impact their lives.

“Our hope is to change policy in Sacramento,” says Derrell Roberts of the Roberts Family Development Center, the Del Paso Heights CIL. “We have

policies that make people dependent as opposed to independent. Part of what the Black Child Legacy Campaign does through its collaborative efforts is give inroads and windows of opportunities to our state and local policies.”

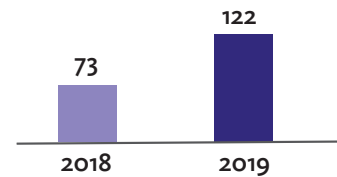
Opportunities for civic engagement have been a platform for adult and youth residents to recognize the power of their voices to influence the decisions that affect their everyday lives. Following the tragic death of Stephon Clark, the Black Child Legacy Campaign CILs began to advocate for more inclusive economic development strategies with the City and partners from the Build.Black. Coalition. These advocacy efforts became a cornerstone strategy in 2019.

Strategy 2: Equitable Investment and Systemic Impact

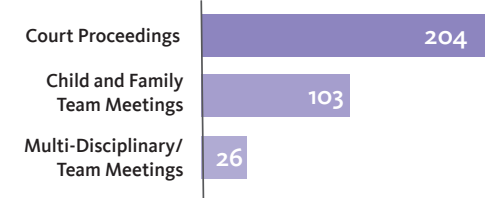
Investments in people deliver the highest impact on the systems that serve them. The Black Child Legacy Campaign adopted the Cultural Broker Program after learning of its existence from a peer leader, Fresno County. The Sacramento County Cultural Broker Program, of which the Meadowview CIL serves as the site for two neighborhoods, holds a key role in strengthening community infrastructure by engaging families with a client-centered and culturally responsive approach. Made possible through funding by the County and intentional collaboration among Sacramento County agencies, the Cultural Broker Program has invested in a group of community members who are rooted in the community and whose lived experience mirrors that of the families they advise. Cultural Brokers are trained as intermediaries and equipped with the skills to walk alongside families as they navigate agencies and institutions to access the resources and services they need. Cultural Brokers work to keep children and families out of the system and to establish trusting relationships with families who may be difficult for the Department of Human Assistance, Child Protective Services and

other agencies to reach. The courts are now not only referring families to the program, but they are calling for the presence of Cultural Brokers in the courtroom with families. By the end of 2018, 91 families were working with Cultural Brokers across Sacramento County through the County Cultural Broker Program.

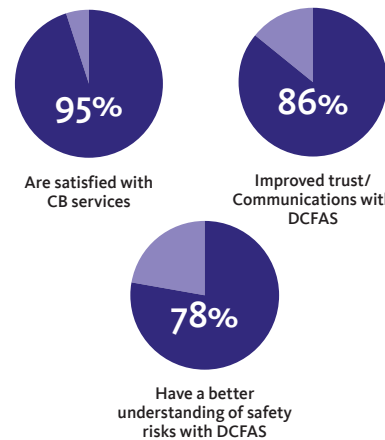
NUMBER OF REFERRALS TO THE CULTURAL BROKER PROGRAM



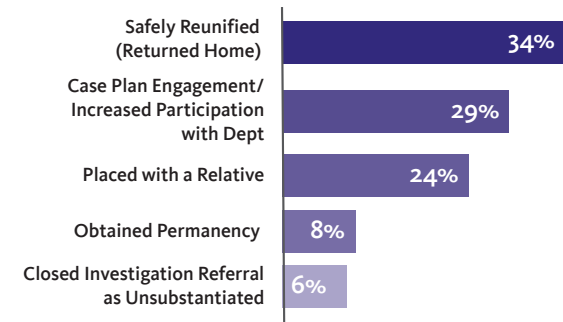
CULTURAL BROKER ADVOCACY PRESENCE BY ACTIVITY



SATISFACTION SURVEYS



OUTCOMES OF CASES THAT HAVE CLOSED TO DATE (N=80)



Collaboration to support Cultural Brokers is just one example of how multiple agencies are working together. Out-stationed staff from different agencies at each CIL provide a valuable infrastructure backbone that connect neighborhood families directly and seamlessly to the services that support their success. Their presence within each neighborhood ensures the creation of stronger relationships, which in turn deliver more equitable outcomes and impact.

Strategy 3: Coordinated Systems of Support

The CILs live at the heart of each neighborhood and are what Chet P. Hewitt, co-chair of the RAACD Steering Committee and President and CEO of Sierra Health Foundation, describes as the Black Child Legacy Campaign’s “incredible infrastructure.” Multidisciplinary Teams (MDTs) are housed within each CIL, which enables close collaboration and wrap-around support for families including prevention and intervention services. Additionally, trusting relationships within the community position CILs to mobilize residents to address neighborhood crises and to participate in civic engagement, community events and youth-centered activities.



BCLC Violence Prevention and Intervention Training participants

Multidisciplinary Teams, (MDTs) are housed in each neighborhood CIL. The Department of Human Assistance, Child Protective Services, probation officers, cultural brokers and other providers work in collaboration to ensure wraparound support for families. Depending on community needs, MDTs can also include other agencies, such as Sacramento Employment Training Agency or Her Health First, for example.

Strategy 4: Data-Driven Accountability and Collective Impact

The Quality Assessment process, which includes 11 quality dimensions, guides CILs in tracking their progress toward the Black Child Legacy Campaign’s goals to reduce the four leading causes of Black children’s deaths. The clear quantitative targets to reduce child deaths have enabled stakeholders to keep their “eyes on the prize” and to maintain focus on the mission to support Black children and their families.

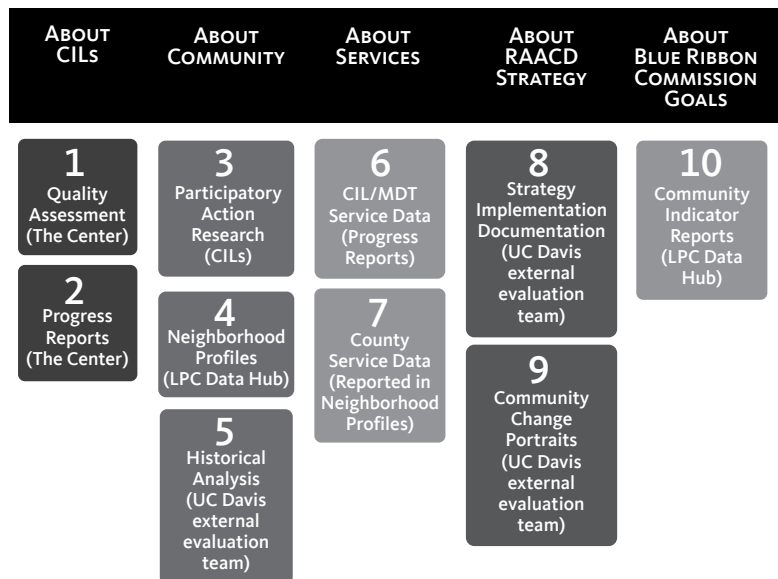
The Black Child Legacy Campaign regularly tracks data on the successes and challenges in achieving its goals with the Civicore database, a case management and data collection system. Because it can clearly capture and report this data, the campaign has gained support from other funding sources and is on a sure-footed pathway toward long-term sustainability.

Through the documentation and reporting process, CILs engage in an ongoing cycle of improvement, which includes planning, training, assessment

and reflection on what has been learned. In this way, Quality Assessment offers clarity on the ways in which efforts and activities need to adapt while providing evidence of the Black Child Legacy Campaign’s successes.

Quality Assessment can also lead to new discoveries that point to future areas of investment or attention. New data can help CILs and partners identify systemic areas of stress (such as increases in requests for housing assistance) and work with the County or other agencies to find solutions before new challenges become crises.

**BLACK CHILD LEGACY CAMPAIGN EVALUATION STRATEGIES:
10 PATHWAYS FOR COLLECTIVE IMPACT DOCUMENTATION**



Strategy 5: Communications and Information Systems (Community Messaging)

The targeted and universal approach of the Black Child Legacy Campaign has resulted in a communications approach that asserts African American children as much more than statistics. The name itself calls for a restored sense of hope, a sense of “nobility” and belief in a promising future for Black children and their families.

Earlier this year, Sac County News reported Supervisor Phil Serna’s observation that the Black Child Legacy Campaign is “resonating at a national level.” Media outlets, such as The Sacramento Bee, ABC, FOX and Southern California Public Radio, have spread the campaign’s message to its audiences across Sacramento County, the state and the nation. As the Black Child Legacy Campaign’s story ripples across the country, the work to deepen community messaging among residents within the targeted neighborhoods is essential to strengthening the community movement and is a vital part of its infrastructure.

Community collaborations, such as the Profound Purpose Institute, offer an opportunity for peer-to-peer learning and for developing a common language across communities. Innovative community events, such as the Kings and Queens Youth Rise Basketball League, the Peace Walks in Oak Park, podcasts and Poetic Service Announcements (a youth spoken word initiative that calls for an end to community violence), engage neighborhood residents of all ages in the campaign’s mission to save Black children’s lives.

In the upcoming year, the Steering Committee on RAACD will continue to explore strategies to interrupt the narratives that reinforce beliefs about negative outcomes for Black children and youth. The Black Child Legacy Campaign will make concerted efforts to highlight the victories of its community-built movement and the voices of impacted communities’ bold efforts to make change.

Media Attention

The Black Child Legacy Campaign continues to receive significant local, state and national media coverage. Coverage from July 2018 through July 2019 included an unprecedented 36 stories from 15 different media outlets. Stories in Newsweek and the nationally syndicated radio program, The Takeaway, highlighted the 45 percent decrease in African American child deaths and the first year with zero juvenile homicides in the City of Sacramento in 35 years. This national coverage gives the Black Child Legacy Campaign a national platform and recognizes this work as a model for the rest of the country. The story of the ribbon cutting for Stephon Clark’s family home renovation, featuring the support of the Black Child Legacy Campaign and led by the Meadowview CIL, also generated significant coverage in the state.

Sample media highlights include:

- Newsweek, Jan. 21, 2019: “No Children were murdered in Sacramento last year for the first time in 35 years”
- ABC10, Jan. 30, 2020: “There were zero youth homicides reported in Sacramento for 2 years. What changed?”
- WNYC The Takeaway, Dec. 6, 2018: “Sacramento Reduces Black Infant Deaths Through Education”
- CBS13, Jan. 21, 2019: “For the first time in 35 years, no children were murdered in the City of Sacramento last year”
- LA-ist, July 29, 2019, “Sacramento’s Plan To Keep Black Children Alive Is Working — And LA Is Watching”
- ABC10, Jan. 29, 2019: “Black Child Legacy Campaign reports drop in death rates for African American youth in Sacramento”

Growing Relationships Strengthen Infrastructure

The strength and effectiveness of the Black Child Legacy Campaign has grown directly from the relationships cultivated within the seven neighborhoods it serves. According to researchers at the University of California, Davis (Black Child Legacy Campaign: An Evaluation of Five Implementation Strategies for Success, annual report submitted by L. T. Winn, V. Watson, & M. T. Winn, UC Davis, July 2019) “the reduction of Black child death requires trusted, capable neighborhood organizations taking the lead, partnership with other county and local agencies, and an entity that serves as a connector and backbone for the work.”

With seven neighborhood CILS in the lead, the campaign has inspired the creation and growth of relationships. In turn, those seven neighborhood CILs are beginning to create and build relationships with neighborhood residents, thereby tightening the bonds and underpinnings of the entire Black Child Legacy Campaign infrastructure – one that is flexible and responsive to individual and community needs and did not exist before. For example:

- The Black Child Legacy Campaign is partnering with the City of Sacramento to host a 2020 Violence Prevention Summit.
- In partnership with First 5 Sacramento, the campaign will present its methodology to First 5 partners statewide.
- The Black Child Legacy Campaign has been working with the Child Abuse Prevention Center, Sacramento County agencies, First 5 Sacramento and other community partners as part of Sacramento County’s Prevention Cabinet, with a focus on child abuse prevention.

Interest in Replication

Because of the success of the Black Child Legacy Campaign, other counties in California have expressed an interest in learning more, and potentially replicating the approach in other communities. Los Angeles County, which formed its action plan to reduce African American child deaths in 2018, is

actively learning from the Black Child Legacy Campaign. This deepening interest was reflected in media coverage from LA-ist, and KPCC public radio in Los Angeles, highlighting five lessons the city can learn from Sacramento’s approach. Interest is also building in Fresno, where First 5 Fresno County released a study and recommendations in 2016 for reducing African American child deaths. Teams from Fresno are meeting with those from the Black Child Legacy Campaign to learn more.

A Focus on Effectiveness

Quality Dimensions and Indicators with a Purpose

Black Child Legacy Campaign partners bring a wide variety of programs and approaches to the mix, and all CILs adhere to a common focus on quality. This ensures that the work of all seven CILs is aligned with the campaign’s five strategies, and that they are moving toward meeting or exceeding goals in 11 dimensions of quality.

11 DIMENSIONS OF QUALITY

1 MISSION-FOCUSED EFFORTS	7 TRANSPARENCY AND FAIRNESS
2 ENGAGED LEADERSHIP	8 COMMUNICATIONS
3 PARTNERSHIP	9 DATA COLLECTION, SHARING AND USE
4 COMMUNITY ENGAGEMENT	10 FINANCE SUSTAINABILITY
5 COMMUNITY CAPACITY BUILDING	11 VIOLENCE INTERRUPTION
6 YOUTH-CENTERED FOCUS	

As the Black Child Legacy Campaign has grown and evolved, so has its understanding of what makes for quality outcomes. Hence, the 11 dimensions of quality have likewise developed and matured. Through 2018-19, examples of quality performance and outcomes abound.

Mission Focus

Activities associated with implementing the strategic plan are consistently focused on the mission of reducing African American child deaths.

Whether it’s a pop-up event for youth in Oak Park or a parenting class in Meadowview, every activity that is part of the Black Child Legacy Campaign is laser focused on reducing African American child deaths. This focus isn’t dictated from above — it’s natural and organic, reinforced by the interwoven relationships between the RAACD Steering Committee and the seven neighborhood CILs. Many CIL members are from the neighborhoods and have built authentic connections and trusting relationships rooted in the campaign’s shared mission and vision.

“The Black Child Legacy Campaign is made of folks with authentic connections to community, who have the trust and respect of those we’re seeking to help,” says Hewitt. “That’s created a social intervention.”

Engaged Leadership

Leaders and decision-makers from the various stakeholder organizations demonstrate commitment to RAACD by being actively involved in implementing the CIL’s actions and strategies within the implementation plan.

Reducing African American child deaths is nonstop, demanding work—and the CLR members, community leaders, CIL staff and decision-makers live that work on a daily basis. Their work is more than checking off boxes in a written implementation plan. It’s constantly staying engaged with and responsive to communities that are dealing with sometimes huge challenges. The close

connections and overlapping relationships among CILs, CLR members, MDTs and the RAACD Steering Committee have enabled expedited services during critical moments for those in most need of support.

“This is hard work,” says Hewitt. “You have to learn patience and remain authentically in relationship with one another for the long term. Thanks to the leadership at our CILs and among their partners, we’ve seen the Black Child Legacy Campaign deliver great progress, and develop real capacity and an incredible infrastructure that can be leveraged for many things.”

Partnerships

Diverse constituencies are effectively represented so that diverse perspectives are included in the implementation of the CILs’ implementation plans to reduce African American child deaths.

CIL progress reports revealed significant growth in 2016-2019 toward meaningful community partnerships to address disparities in the life span of Black children and youth. This was started with MDT partners, but has advanced to include additional public and private organizations.

“Building partnerships is difficult. It means you have to let go of something, but you also have to invite others in. Ultimately it leads to change and change is hard,” says one Steering Committee member.

Despite the challenges that come with close collaboration, neighborhoods across the Black Child Legacy Campaign work in partnership with other agencies toward reducing child abuse and neglect, infant sleep-related deaths, deaths related to perinatal issues and third-party homicides.

Fruitridge-Stockton Blvd.

When 18-year-old Sasha* saw that her father and his girlfriend were not feeding her 4-month-old brother regularly, leaving him in soggy diapers, and even leaving him unattended in his car seat for hours at a time, she was understandably alarmed. Sasha feared for his health, but also was afraid he would end up in the Child Protective Services system. She decided to pursue guardianship, but knew she’d need both guidance on the process and financial assistance in order to care for her brother. The Multidisciplinary Team (MDT) at the Fruitridge-Stockton Blvd. CIL connected Sasha with guardianship services and assisted her with filing the paperwork, securing a successful adoption. The MDT also helped Sasha obtain financial assistance through the Department of Human Assistance to attain food stamps and cash aid for the child. MDT also connected Sasha with other support service agencies for help with baby items. The family has stayed connected with the MDT and participated in several Fruitridge-Stockton Blvd. family and community events such as a Thanksgiving turkey dinner giveaway, Joy of Christmas Event, and a Black Panther movie night. Sasha continues to engage in supportive services with MDT, enrolling herself in employment and job readiness services and placing her brother in Early Head Start. Today, the MDT reports that both Sasha and her brother are thriving and very happy.

** Names have been changed to protect privacy.*

The Power of Partnerships: Responding to Growing Housing Needs

The past year in particular saw an increase in need for housing and housing assistance in many communities. Because of their partnerships, the CILs were able to respond in ways tailored to each neighborhood.

In Meadowview, for example, almost 90 percent of families visiting the CIL (Rose Family Creative Empowerment Center) needed assistance with housing. Jackie Rose and her team maximized resources by partnering with Traveler's Aid to secure extended hotel vouchers for homeless families, and worked with the Department of Human Assistance Homeless Service Program to provide respite services for homeless mothers with young children and for adults with disabilities. For pregnant women, the CIL partnered with Bishop Gallegos House to provide shelter and connected moms to prenatal services.

The CILs in Valley Hi and Meadowview are building relationships with area apartment complexes to combat homelessness. By working directly with landlords, the CIL can open more doors for clients who are enrolled in the Homeless Assistance Program.

Working with Legacy Partners

In addition to working with government agency partners, each CIL also supports the work of nonprofit organization partners by providing mini-grants, funded by Sacramento County. The recipients, often small nonprofits referred to as Legacy Partners, are more deeply connected to and highly effective in neighborhoods than larger organizations might be.

Community Engagement

Activities intended to engage the community in the implementation of the CILs' efforts toward reducing African American child deaths are authentic and effective.

One reason the Black Child Legacy Campaign has been able to reduce not just the number of child deaths, but the racial disparity in child deaths, is because its work is indeed driven by community. "These are not intractable problems, these are problems in need of community solutions," says Hewitt.

Across Sacramento, CILs are authentically engaging partners and neighbors to address what matters most in their neighborhoods. Community outreach and engagement work may look different from one neighborhood to the next, depending on what resonates most and best.

For example, in the past few months Arden Arcade leaders chose to take their meetings out into the community, gathering at apartment complexes, businesses and community centers. "This strategy enables us to build better and stronger relationships while building capacity and empowering our residents to grow in their knowledge, input, and ultimately their voice of what type of Arden Arcade they want to see and what we need collectively to get there," says Danielle Lawrence, Executive Director at Mutual Assistance Network, the CIL for Arden Arcade.

Meanwhile Del Paso Heights created family movie nights to inform and invite community input and engagement. The CIL showed movies like *Black Panther* and TV shows like *Black-ish* and *Family Matters* as backdrops for guided discussions about Black excellence, powerful and positive images of women, family dynamics, community/police relations, and overall best practices for parenting and interacting with youth. During movie nights, participants also talk about community solutions they would like to see to address issues of third-party homicide and child abuse and neglect.

"We had input on solutions that we can do as a community such as have more youth employment opportunities, support family members by having a community watch, and bridge police and community relations," says Ray Green, former Program Director of the Roberts Family Development Center, the Del Paso Heights CIL. "These people left with a sense of empowerment, and more of a community connection."

Community Capacity Building

Existing community capacity-building efforts are recognized and built on effective practices to develop community capacity required in implementing the CILs' efforts toward reducing African American child deaths.

Community engagement goes hand in hand with community capacity building so that residents have the ability to lead and implement the changes they want to see. This means developing local staff rather than importing outsiders, and supporting the growth and development of internally generated ideas rather than dictating solutions from the outside. The communities are continually building capacity for program design, structure and evaluation, all driven from within.

"We didn't just give communities dollars to do a chore," says Hewitt. "We made them recipients of new knowledge, and helped them become thinkers rather than doers."

Capacity building also means looking beyond the "usual suspects" for leadership and relationships. For example, many of the CILs' Cultural Brokers are former clients of the social services or justice systems. As such, they can offer a level of guidance and a sense of safety and trust for those who may have felt unsure or unheard before.

What's more, the capacity building efforts are now trickling down to younger generations within the Black Child Legacy Campaign's neighborhoods. The Del Paso Heights CIL recently hired one of its Thousand Strong youth leaders, a paid internship program, as a permanent staff member.

In Meadowview, CIL staff received training in Hip-Hop Heals (H3), a culturally responsive program focused on healing and restorative justice that engages youth in using their own voices through rap and hip-hop music. The CIL incorporated this new capacity into a series of events commemorating the one-year anniversary of the death of Stephon Clark,

Arden Arcade

Denise* needed to relocate – and fast. Her adult son's mental health issues were becoming a danger to her and to her younger daughter. He would refuse to let them leave the house, or would break items or damage Denise's car so she couldn't get to work. Because her daughter missed so much school, Denise received a referral to the Arden Arcade CIL. It was there that she found the connections to receive counseling services and financial support for an expedited relocation. The CIL was there for Denise and her daughter throughout several potentially devastating events, including an injury that kept Denise out of work. She was also able to get her adult son into a board and care home to address his mental health needs. Today, Denise and her daughter are doing well. Her daughter loves school, their housing is secure, and Denise is now employed in a position that allows her to provide guidance to others in need, giving back to the community that supported her.

** Names have been changed to protect privacy.*

which brought people together from across Sacramento and the nation, and received national media coverage.

Youth-Centered

Youth are recognized as assets in the process of implementing the CILs' strategic efforts toward reducing African American child deaths.

Youth are a key focus of the Black Child Legacy Campaign, and they play many key roles in designing, implementing and even evaluating the success of interventions in their neighborhoods and across Sacramento as a whole. Every CIL has multiple programs and partners focused not only on creating safer environments for youth, but also on elevating youth voices and fostering youth development. Through Participatory Action Research (PAR) youth groups took part in a broad evaluation of the CILs' work in 2018-19, and many of those youth have remained engaged in their communities and have even taken on new leadership roles.

In addition to leading and supporting programs in their own CILs, youth leaders and activists are stepping up all across Sacramento:

- Del Paso Heights youth spoke out in various ways — from peaceful protests to art and spoken word — during the Stephon Clark case hearing, and even began discussions with law enforcement.
- Meadowview youth work as Community Health Worker interns, Summer Ambassadors at the City of Sacramento, and as public spokespersons for the Black Child Legacy Campaign at community events. Youth also created and ran the Harambee Festival, a community day focused on celebrating the diverse cultures of Meadowview. Approximately 700 people attended this festival, which also served as a rebirth for Meadowview Park Day, a historic neighborhood tradition.

- Members of the Valley Hi Youth Council met with elected officials and participated in community organizing training.
- Oak Park youth not only lead and plan youth pop-up events, but created and manage a social media strategy to increase event attendance.
- This year, Arden Arcade supported youth in leadership development and using their voices for change. The CIL built deep relationships with parents through a shared desire to see their youth succeed. In partnership with caring families, Arden Arcade youth participated in healing circles, learned about restorative justice, advocacy and the inner workings of local government.
- Members of the Gentlemen's Honor Council in the Fruitridge-Stockton Blvd. neighborhood developed their own community leadership skills and mentored younger residents. In addition, the members of the CIL's PAR youth group are launching a new infant mortality awareness project in the community.



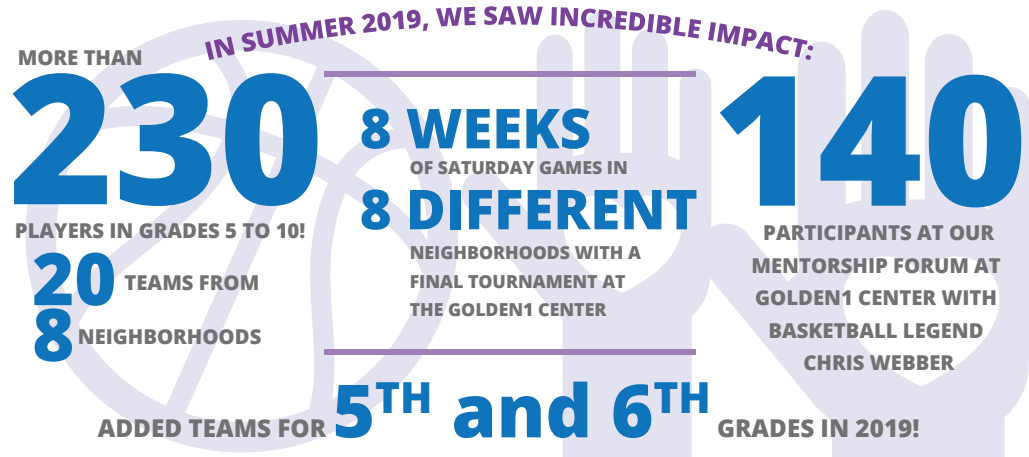
Members of the Meadowview CIL team.

KINGS & QUEENS RISE SUMMER OF IMPACT



The Kings and Queens Rise Co-ed Youth Basketball League seeks to interrupt violence by providing an opportunity for young people to engage in an intercommunity sports activity that provides a caring, productive environment through community building, sportsmanship and resources for health and safety.

The Kings and Queens Rise Co-ed Youth Basketball League provides youth with a sense of community that goes beyond “place” with a county-wide league. But, above all else, it gives youth a fun, meaningful summer full of great learning experiences and lots of basketball memories.



A MAJORITY OF PLAYERS AGREED THAT **KINGS AND QUEENS RISE MAKES THEM FEEL SAFE AND VALUED**
KINGS AND QUEENS RISE CO-ED COACHES ARE MENTORS AND ADULT ALLIES
AND THAT THEY KNOW WHERE THEY CAN GO FOR HELP

Players said the top things they get out of Kings and Queens Rise are:

PLAYING BASKETBALL	FRIENDSHIPS AND MEETING NEW PEOPLE	LEARNING NEW SKILLS	RESPECT
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Transparency and Fairness

Decisions, actions and plans involved in implementing the CILs’ strategic efforts toward reducing African American child deaths are documented, shared and considered to be fair by stakeholders.

CILs are essential in the Black Child Legacy Campaign’s data collection, evaluation and implementation of their strategies. Instead of a top-down approach, those closest to the ground work alongside the Steering Committee on RAACD in the spirit of collaboration and collective learning. Because the campaign is rooted in the principles of transparency and fairness, CILs are resourced and supported and their perspectives are honored as experts of the neighborhoods in which they live and work.

Much of the CILs’ work toward transparency and fairness centers around each CIL’s processes for distributing Legacy Grants to community partners. Each has developed its own transparent process, tailored to the community it serves.

In Meadowview, prospective grantees must attend an orientation workshop before applying to ensure everyone understands the RFP process. Proposals are reviewed by an expert panel, which includes a member of the MDT, a staff member, a youth leadership team member, a member of the community and a CLR. The grants are then scored, prioritized by focus areas that need the most attention and submitted to the CIL for final determination. Each grantee is required to submit a mid-term progress report and final report documenting the impact, effectiveness and level of youth participation.

“This process gives other community groups working within the targeted area the opportunity to receive funds for programs or activities that align with the goals and objectives of the BCLC,” explains Kim Williams, Hub Manager at Sacramento Building Healthy Communities, the Fruitridge-Stockton Blvd. CIL. “Once all the applications have been submitted, a small group of CIL leaders

and an outside consultant read through the grants and make the decision as to who gets funded and at what amount. This process ensures that funds are distributed equitably among the community for various programs and activities that support BCLC.”



The Fruitridge-Stockton Blvd. CIL Team outside the Fruitridge Collaborative

Communications

Communications associated with implementing the CILs’ strategic efforts toward reducing African American child deaths (e.g. messages about four causes of African American child deaths, CIL events/ activities, meetings, etc.) are clear to intended audiences.

Every CIL operates a communications function that both collects contact information from neighborhood residents and partners, and shares vital information about programs, health education, youth safety, events and more. CILs communicate through various channels, based on the needs and preferences of their target audiences. For example, social media is a powerful tool for reaching and engaging youth. Texting and e-mail help reach families in a CIL’s database, and posting flyers or tabling at community events get the word out about the Black Child Legacy Campaign’s work and the programs offered through specific CILs.

CIL communication efforts also underscore the importance and value of partnerships. “Conducting monthly meetings with all the partners is another way information is communicated,” says Williams. “The CIL Program Coordinator spends time each week visiting current partners and outreaching to other organizations and agencies that provide services and programs which support the overall goals and objectives of the BCLC and our partners. As a result, three new partner organizations have joined the Fruitridge-Stockton CIL Collaborative [so far in 2019].”

Data Collection, Sharing and Use

High quality data about the implementation of the CILs’ strategic efforts toward reducing African American child deaths are collected, interpretation of findings is participatory, and findings are shared and used for multiple purposes (accountability, course correction, contribution to knowledge).

Data were the impetus for the creation of the Black Child Legacy Campaign, and data is what continues to inform and drive its progress. Every CIL collects and tracks data from its intake, program and its case management functions, as well as from event registrations, surveys, focus groups and more.

In Oak Park, the CIL leverages its role as a member of the African-American Achievement Task Force for the Sacramento City Unified School District to incorporate data around suspensions, graduation rates, family income, and reading and math scores to glean a sharper focus on family stability and overall student health and wellness in target schools. The CIL uses this data to design programming and decide which schools to target for outreach and services, which partners to engage, and which the Black Child Legacy Campaign focus areas require the most support.

“Overall, data allow partners to reassess the impact of activities to determine which programs and outreach strategies are working effectively, and which aspects can be improved to better meet the needs of community members,” adds Williams.

Finance and Sustainability

Sustainability and finance activities of the CILs' Black Child Legacy Campaign efforts include long-term partnerships and short-term collaborative grants that bring together a variety of services, supports and other resources.

Just as many different factors contribute to the health and safety of a Black child, many different expenditures and revenue streams are required to sustain the campaign efforts. Each CIL carefully tracks costs associated with each aspect of the Black Child Legacy Campaign work, the funding streams for each, and the linkages between funding and outcomes—using the Quality Assessment Tool. They intentionally braid public and private revenue together to ensure that they do not become overly dependent on one source, and to leverage the impact of all funds received. As a collective, The Center at Sierra Health Foundation and the CILs have applied for state and national funding, and each CIL also searches for and applies for funding on its own. As a result, every CIL has a clear understanding of the full range of the cost of services provided and who bears those costs. They also maintain a clear understanding of data-driven outcomes that influence existing partners and motivate them to maintain (or increase) their financial investment in the work of the Black Child Legacy Campaign.

While fundraising and maintaining financial records is important, it's just one part of stability. Every entity involved in the Black Child Legacy Campaign understands the importance of investment in the lives of Black children – and therefore every one serves as an advocate for continued investment in this very critical work of saving and improving lives.

Del Paso Heights

Charmaine* had three children in foster care when she became pregnant with a fourth. With no income or employment and no place to live, she became very depressed and unsure about her ability to care for the new baby. Her interactions with Child Protective Services had not been productive in the past, but at the Del Paso Heights CIL, she met a Cultural Broker – a woman who lived in the neighborhood, had personal experiences that were similar to Charmaine's, and could relate to her one-on-one. With her Cultural Broker's help, Charmaine enrolled in and finished anger management classes, received a housing voucher for the year, and delivered a healthy baby boy who remains in her custody. She also has supervised visits with her other children and is working to gain custody of them all. With a new job (and some volunteering for the Kings and Queens basketball league), she is focused on getting her life back on track, and now the sky's the limit!

** Names have been changed to protect privacy.*

Violence Interruption, Intervention and Prevention

Activities associated with community violence interruption, intervention and prevention services are implemented through the established roles and responsibilities aligned with BCLC Healing the Hood, ensuring that the resources necessary to perform those roles are provided through a coordinated system of support.

In June 2018, the Black Child Legacy Campaign received a California Violence Intervention and Prevention (CalVIP) grant from the Board of State and Community Corrections. With this funding, more CILs were able to hire Community Intervention Workers (CIWs) who provide intensive case management to young people impacted by community violence. The campaign's flagship violence, intervention and prevention program, Healing the Hood, connects these CIWs—people who are trusted neighborhood messengers—to provide case management and crisis response to youth and their families. Through referrals from school districts, law enforcement and other youth-serving organizations, high-risk young people are offered mentorship, services and support designed to meet them where they are. On a broader level, CIWs respond to gun violence and other community crises, reducing retaliation and supporting families during trauma and healing.

Over the past year, the Black Child Legacy Campaign has increased its efforts in Healing the Hood to bring in greater investment, more community resources and more conscious alignment of services. In 2018, the Obama Foundation selected Sacramento as one of 10 My Brother's Keeper Community Challenge National Impact Communities. The Obama Foundation awarded funding in Sacramento to scale up Healing the Hood, as well as My Brother's Keeper Sacramento and the Positive Youth Justice Initiative. This funding has helped scale up efforts in all seven neighborhoods, providing more continuity and coordination for violence interruption, intervention and prevention.

"We are most proud to have a CIW who is an active community resident and is 100 percent committed to disrupting the violence in our community by creating opportunities for youth to engage in alternative, positive programs," says Williams. "Our CIW manages a caseload of youth, she conducts face-to-face visits, and she responds to violent incidents in our targeted neighborhood and those in surrounding areas. She is often the first one at the hospital to check on the needs of family members who are dealing with a crisis and provide comfort and support. Our CIW also works closely with all of our partners to provide the best resources and programs for the youth and families she serves. In addition to individual case management, she also refers her youth to many of our partner organizations to ensure her youth have access to wrap-around services that will meet their needs and keep them out of trouble."

Two of the most popular youth alternatives to violence have been the Sac Youth Pop-Up events and the Kings and Queens Rise co-ed basketball league. Kings and Queens Rise offers a nine-week summer league uniting the youth from all seven neighborhoods who may not be able to play on other teams because of grades, behavior or other issues at school. In addition to sports and sportsmanship, youth also build confidence and character.

In Meadowview, a partnership with the Sacramento City Unified School District's Student Hearing and Placement Department provides students with alternative educational placements and supports, such as on-site tutoring, that best suit the needs of the individual family and eliminate the need for school expulsions.

The Oak Park CIL took a creative twist on violence prevention, creating a Friday night youth-curated talent show in the historic Guild Theater in the heart of Oak Park. Some 125 youth took part as performers, emcees, ushers or greeters, or as featured artists in a gallery that explored themes of mental wellness. The event also included an interactive game in which audience members used their phones to learn facts about mental health.

“It was an extremely successful event that served well to uplift youth talent, voice and leadership in so many ways,” says Tasha Johnson, Director of Youth Services at the Sacramento Urban League, the Oak Park CIL.



A BCLC family

Looking Forward

As the Black Child Legacy Campaign marks its fifth year of work and its third year of implementation, there is much to celebrate. Our work has reduced African American child deaths. In fact, we exceeded our minimum goal for reduction within the first year of implementation. We’ve also closed the disparity in deaths between African American children and children of other races—a feat never before achieved. And we’ve created a home-grown infrastructure that can continue to serve communities, save lives and build more promising futures.

There is still much to do. Disparities still exist, and new challenges—both economic and cultural—are putting pressure on our seven neighborhoods and the people who live in them. We still have mothers to educate and encourage, infants to protect and nurture, and youth to guide and support. In other words, we still have Black children who deserve a chance to live and thrive. To secure their future, we will need to continue to invest money and time, care and commitment.

“Even after three full years of implementation, things are still relatively fragile,” says Hewitt. “If any of our partners were to pull out too soon, that could undermine the community connections and authenticity that are so vital. We don’t want this to be a demonstration project. We want a systemic transformation.”

Transformation requires commitment, even when times are tight, says County Supervisor Phil Serna. “Our county is likely to face some extraordinarily difficult budget challenges in the next few years,” he says. “My greatest concern is that we don’t lose sight of the fact that this effort is important not just because of the attention and support it provides, but also because it’s producing the outcomes. I hope those who feel the same way I do about the importance of this campaign will also be prepared to help defend it.”

For its part, the RAACD Steering Committee is committed to continuing the current work of the Black Child Legacy Campaign, and expanding it to concentrate even more deeply on policy and systems changes.

Policy and Systems Change

In terms of policy, the Black Child Legacy Campaign worked with advocates like Black Women for Wellness voice support for two bills that became law in the 2019-2020 legislative session:

- The Dignity in Pregnancy and Childbirth Act (SB 464), which became law on October 7, 2019, requires hospitals, clinics and alternative birth centers that provide perinatal services to implement ongoing, evidence-based implicit bias programs for all perinatal health care providers.
- Assembly Bill 392, known as Stephon Clark’s Law, became law on August 19, 2019. It changes wording to require law enforcement officers to only use deadly force when “necessary” rather than “reasonable,” and gives prosecutors more leeway in considering both officers’ and victims’ actions leading up to a lethal event.

The Black Child Legacy Campaign is also working with the California Children’s Trust to help Sacramento County determine a better way to access MediCal Funding under a reformed payment structure proposed by the state’s CalAIM initiative (MediCal reform). The CalAIM proposal also includes more funding for behavioral health as part of MediCal.

“When I hear people talk about changing structure and policy— for us, we want to see our families and communities do better, but we understand that there are systems that are keeping our families trapped,” says Tina Roberts of the Roberts Family Development Center, the Del Paso Heights CIL. “But we have the courage to look at those systems and not blame people and say it’s time to do something

different. This is a lot, with a lot of moving parts, but we’re all moving in the same direction and we’re here because we get to do this.”

We know that simply providing services won’t be enough to create lasting change. As Hewitt says, “We cannot service our way out of poverty.” Therefore, attaining systemic transformation will require a growing focus on inclusive economic development in the seven neighborhoods served by the Black Child Legacy Campaign.

Forward Together

As the Black Child Legacy Campaign moves forward, it will require even more champions to engage in the work.

“You absolutely need the leadership to move that forward. It’s not just going to happen by itself,” says Woods Andrews. “You know, people can write grants, they can develop programs, but if they don’t engage the very stakeholders, the people who are greatly impacted, chances are it’s not going to get off the ground, or it may not be deeply rooted. And so I think one of the unique approaches that has made a difference is that it is truly a community-driven movement, where there are many levels of engagement from parents, from the community, from our youth. That piece is absolutely critical. We have some lessons learned. We know what can make a difference in our community. Everyone has to come to the table and offer something to contribute to this movement, because it’s not going to happen with just one particular group doing this work. I say all the time that not one entity can do this work alone, but we are stronger together, we need to work together to tackle this together.”

Maternal and Infant Health Digital Storytelling

Over the next year, the Black Child Legacy Campaign will work in partnership with Black Women for Wellness, Sac Cultural Hub and Los Angeles County to develop a digital voice and video documentary project to collect and share innovative, community-based solutions that are improving African American maternal and infant health throughout California.

Efforts include:

- Black Mothers Digital Media Storytelling Project that features real stories, interviews and portraits of Black mothers across California who share their birthing and motherhood experiences
- A powerful Birthing While Black documentary that highlights the history, causes and solutions to Black maternal and infant morbidity and mortality in California, with a specific look at the communities most affected by this issue
- Community Listening Sessions & Forums throughout the state, in which we will both gather and share real data from Black mothers and fathers on issues and topics that impact their health

Our ultimate goal is to use these tools to help influence health system and policy changes to better support African American Families. This work is supported in part by Kaiser Permanente.



We're Still Not Done

Although much has been accomplished—especially the reduction of Black child deaths—we have more work to do. It is essential that the Black Child Legacy Campaign receive the support it needs to continue to grow and evolve. In addition to reaching more broadly and deeply into community, campaign leaders know that in order to truly sustain positive change, this work must also address changes in the public policies that continue to promote disparity. We deeply acknowledge that the impact of the Black Child Legacy Campaign must go beyond services and resources. In 2019, we continued to bring together our collective knowledge, data, shared vision and goals to develop strategies for inclusive economic development, lifting up not just how we serve families, but how we transform our neighborhoods and communities.

While the Black Child Legacy Campaign is early in its work to track data on the success of its interventions, this community-built movement holds great promise for a future Sacramento County where all children can thrive. Early analysis suggests that the 20-year trend of disparities in child deaths is changing, but it will require sustained efforts to recognize consistent trends and to continue developing adaptive strategies for the long haul.



“The most significant activity we’ve accomplished is to prove that it could be done. We took on an issue that no one else had been able to make progress against, and we’ve demonstrated significant progress over the past five years. This shows that if you unleash the power, commitment and capacity of communities with real support, you can do extraordinary things.”

- Chet P. Hewitt, President and CEO,
Sierra Health Foundation





 <p>- PRINCIPLE - 2</p> <p>BUILD A BELOVED COMMUNITY EVERYWHERE YOU GO</p> <p>- STEP 2 - EDUCATION</p> <p>BLACKCHILDLEGACY.ORG</p>	 <p>- PRINCIPLE - 3</p> <p>ATTACK FORCES OF EVIL, NOT PERSONS DOING EVIL.</p> <p>- STEP 3 - PERSONAL COMMITMENT</p> <p>BLACKCHILDLEGACY.ORG</p>	 <p>- PRINCIPLE - 4</p> <p>ACCEPT SUFFERING WITHOUT RETALIATION FOR THE SAKE OF THE CAUSE TO ACHIEVE A GOAL.</p> <p>- STEP 4 - DISCUSSION</p> <p>BLACKCHILDLEGACY.ORG</p>	 <p>- PRINCIPLE - 5</p> <p>AVOID INTERNAL VIOLENCE OF THE SPIRIT AS WELL AS EXTERNAL PHYSICAL VIOLENCE.</p> <p>- STEP 5 - DIRECT ACTION</p> <p>BLACKCHILDLEGACY.ORG</p>
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Steering Committee on Reduction of African American Child Deaths



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**BLACK CHILD
LEGACY**
CAMPAIGN

Uniting Families and Communities
For a Healthy Future

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BLACK CHILD LEGACY CAMPAIGN

Black Child Legacy Campaign Community Lead Neighborhoods

Direct Service Programs for AFRICAN AMERICAN PREGNANT MOTHERS



- AA** Arden Arcade
- DPH** Del Paso Heights-North Sacramento
- FF** Foothill Farms-North Highlands
- FS** Fruitridge-Stockton Blvd.
- MV** Meadowview
- OP** Oak Park
- VH** Valley Hi



BLACK CHILD LEGACY CAMPAIGN

Uniting Families and Communities for a Healthy Future



PROGRAMS	LOCATION & CONTACT INFORMATION	PROGRAM INFORMATION	SERVICE POPULATION/ELIGIBILITY
Mutual Assistance Network Arden/Arcade Community Incubator Lead (CIL)	Arden-Arcade Community Center 2427 Marconi Ave., Sacramento 95821 (916) 514-8096 http://www.mutualassistance.org/about-us-1/	Black Child Legacy Campaign Community Incubator Lead, established in 2016. Serving zip codes 95821, 95825, 95864 The Mutual Assistance Network is a community development corporation that utilizes the skills and talents of the residents in the northern Sacramento neighborhoods to achieve the following: <ul style="list-style-type: none"> • Expand commercial, financial and employment opportunities for neighborhood residents. • To improve physical, public safety and social conditions. • To stimulate and build self-help and mutual assistance programs that enable residents to work together to achieve good health and successful lives. • To promote, conduct and operate any programs, businesses or other activities necessary to achieve these purposes. The organization is based on home-visiting programs and builds self-help and mutual assistance programs that enable residents to work together to achieve good health and successful lives.	African American families, individuals and children in Arden-Arcade neighborhood.
Roberts Family Development Center Del Paso Heights/North Sacramento Community Incubator Lead (CIL)	Greater Sacramento Urban League 3725 Marysville Blvd., Sacramento 95838 (916) 286-8687 https://www.robertsfcdc.org	Black Child Legacy Campaign Community Incubator Lead, established in 2016. Serving zip codes 95815 and 95838. Roberts Family Development Center's (RFDC) mission is to provide services to the Greater Sacramento area that meet the individual needs of each family member. Our services provide a holistic approach focusing on PreK-12th grade academic support and enrichment, parent education and engagement, and community involvement and advocacy.	Children, Teens, Transitional Aged Youth, Adults, Seniors, Community Partners and Stakeholders in the Del Paso Heights and North Sacramento neighborhoods.
Liberty Towers North Highlands/Foothill Farms Community Incubator Lead (CIL)	5132 Elkhorn Blvd. Sacramento 95842 (916) 339-3515 www.LibertyTowers.org www.impactSac.org	Black Child Legacy Campaign Community Incubator Lead, established in 2016. Serving zip codes 95660, 95841 and 95842. Community based and faith-based organization providing consumer led programs, resources, navigation, case management, and services! The goal of Liberty Towers/Impact Sac is to positively impact Sacramento and collaboratively build powerful platforms and programs that unite families and build healthy communities.	Children, Teens, Transitional Aged Youth, Adults, Seniors, Community Partners and Stakeholders in the North Highlands and Foothill Farms neighborhoods.
Sac Building Healthy Communities Hub Fruitridge/Stockton Community Incubator Lead (CIL)	4625 44th Street, Suite 10 Sacramento 95820 (916) 431-7485 www.sacbhcc.org	Black Child Legacy Campaign Community Incubator Lead, established in 2016. Serving zip codes 95820 and 95824 The Sac BHC hub is part of The California Endowment's 10 year statewide initiative to build healthy communities in specific neighborhoods.	African American families in the Fruitridge/Stockton community.
Rose Family Creative Empowerment Center Meadowview Community Incubator Lead (CIL)	2251 Florin Road, Suite 116, Sacramento 95822 (916) 376-7916 http://www.rfcecenter.com	Black Child Legacy Campaign Community Incubator Lead, established in 2016. Serving zip codes 95822 and 95833. Rose Family Creative Empowerment Center operates an Expanded Learning Program for scholars in Kindergarten through 12th Grades at 5 Elementary and High Schools in Meadowview. We partner with the school support centers who refer pregnant moms for prenatal services.	African American Families in the Meadowview community.
Greater Sacramento Urban League Oak Park Community Incubator Lead (CIL)	2331 Alhambra Blvd., Suite 300, Sacramento 95817 (916) 732-3699 www.gsul.org	Black Child Legacy Campaign Community Incubator Lead, established in 2016. Serving zip code 95817. The Greater Sacramento Urban League provides under-represented youth and adults with educational, career training and employment opportunities in order to achieve economic self-reliance.	African-American families in Oak Park community.
South Sacramento Christian Center Valley Hi Community Incubator Lead (CIL)	7710 Stockton Blvd. Sacramento 95823 (916) 681-6791 http://southsacramentochristiancenter.org/	Black Child Legacy Campaign Community Incubator Lead, established in 2016. Serving zip codes 95823 and 95828. South Sacramento Christian Center (SSCC) has 29 years of experience in serving the Sacramento community with a targeted focus on South Sacramento. Our mission is to build a strong church and empower our community through education and activities that promote unity and wholeness for spirit, soul and body. We believe that true ministry goes beyond the walls of the church and reaches to transform and rebuild its community in a tangible way.	At-risk families in South Sacramento.
Black Infant Health Program	9616 Micron Ave Suite 670, Sacramento, CA 95827 • (916) 875-2229 https://dhs.saccounty.net/PUB/Pages/Black-Infant-Health-Program/SP-Black-Infant-Health-Program.aspx	Sacramento County Public Health Division: Program to reduce disparities, develop life skills, learn strategies for reducing stress, and build social support. Community Partners: Mutual Assistance Network and The Child Abuse Prevention Center	18 years or older, currently 30 weeks or less pregnant
Nurse Family Partnership	9616 Micron Ave, Suite 950, Sacramento, CA 95827 • (916) 875-0900 https://dhs.saccounty.net/PUB/Pages/Nurse-Family-Partnership/The-Nurse-Family-Partnership-Program.aspx	Sacramento County Public Health Division: Early childhood intervention program using the nurse home-visitation model.	Is pregnant with first child, meets income requirements, lives within Sacramento County service area, and under 28 weeks gestation
African American Perinatal Health Program	9616 Micron Ave Suite 670, Sacramento, CA 95827 • (916) 875-2229 https://dhs.saccounty.net/PUB/Pages/African-American-Perinatal-Health-Program/SP-African-American-Perinatal-Health-Program.aspx	Sacramento County Public Health Division: This pregnancy and early childhood intervention program promotes improved pregnancy outcomes, child health and development and family self-sufficiency.	Is pregnant or parenting an infant under 3 months of age
Birth & Beyond Family Resource Centers	Meadowview Family Resource Center 2251 Florin Road, Suite 158 Sacramento, CA 95822 (916) 394-6300 Valley Hi Family Resource Center 7000 Franklin Blvd, Suite 820 Sacramento, CA 95823 (916) 290-8281 North Sacramento Family Resource Center 1217 Del Paso Blvd Suite B Sacramento, CA 95815 (916) 679-3743 WellSpace Health's North Highlands Multi-Service Center 6015 Watt Avenue, Suite 2 North Highlands, CA 95660 (916) 679-3925 La Familia Counseling Center 5523 34th Street Sacramento, CA 95820 (916) 452-3601 River Oak Family Resource Center at Dunlap House in Oak Park 4322 4th Avenue Sacramento, CA 95817 (916) 244-5800 Folsom Cordova Community Partnership 10665 Coloma Rd., Suite 200 Rancho Cordova, CA 95670 (916) 859-0045 Firehouse Community Center 811 Grand Avenue, Suite A3 Sacramento, CA 95838 (916) 927-7694 Arcade Community Center 2300 Edison Ave. Sacramento, CA 95821 (916) 514-8096 https://www.birth-beyondfrc.com/	Resource and referral, crisis intervention, basic needs support, and counseling. Parent/child playgroups, healthy living classes, and job skills training. Resident leadership, community health fairs, and youth development.	Families with children 0-17 throughout Sacramento County.
Black Mothers United	4625 44th Street, Suite 13, Sacramento 95820 (916) 558-4812 www.herhealthfirst.org	Administered by Her Health First, Black Mother's United pairs pregnant African American women with a Pregnancy Coach. The Pregnancy Coach provides education and support to help the mother have a healthy pregnancy and birth	Identify as African American, pregnant, and lives in Sacramento County, enroll no later than 32 weeks with extended services up to 4 months after baby is born
Safe Sleep Baby	4700 Roseville Road North Highlands, CA 95660 1-800-CHILDREN http://www.thecapcenter.org/what/child-safety/safesleepbaby	Administered by Child Abuse Prevention Council. Education campaign to prevent Infant Sleep-Related Death.	Program for babies' (0-6 months) parents, family, and caregivers
WellSpace Health	8233 E Stockton Blvd Ste A-Ste D, Sacramento, CA 95828 (916) 737-5555 http://www.wellspacehealth.org/loc_south_valley.htm	Health Center providing adult and pediatric primary care, pre- and peri-natal care.	African American pregnant women who are at high risk for maternal complications and poor pregnancy and birth outcomes, and under 35 weeks pregnant



Black Child Legacy Campaign: An Action Guide for Engaging and Strengthening the Social Safety Net

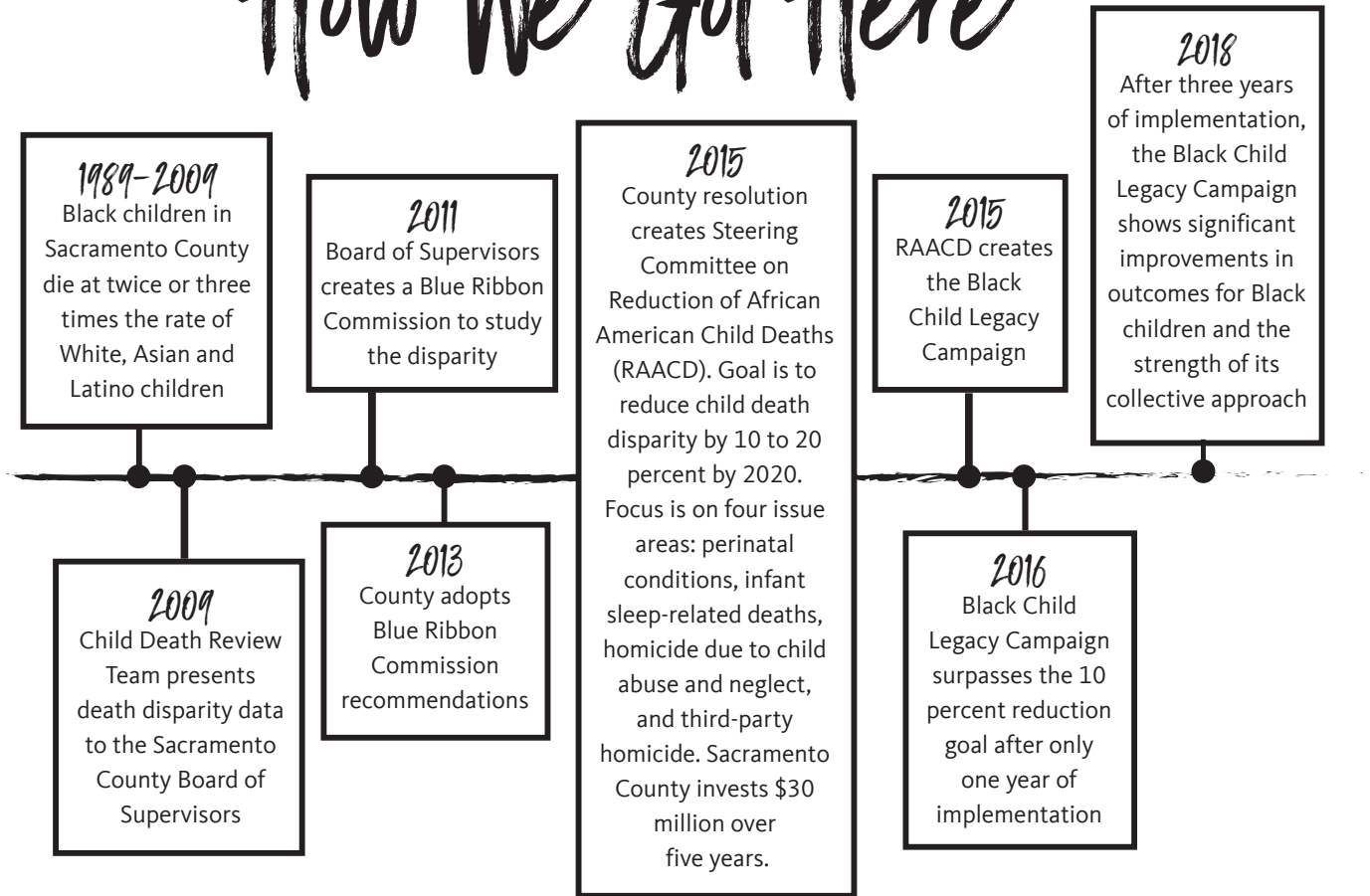


BLACK CHILD LEGACY CAMPAIGN

Uniting Families and Communities for a Healthy Future

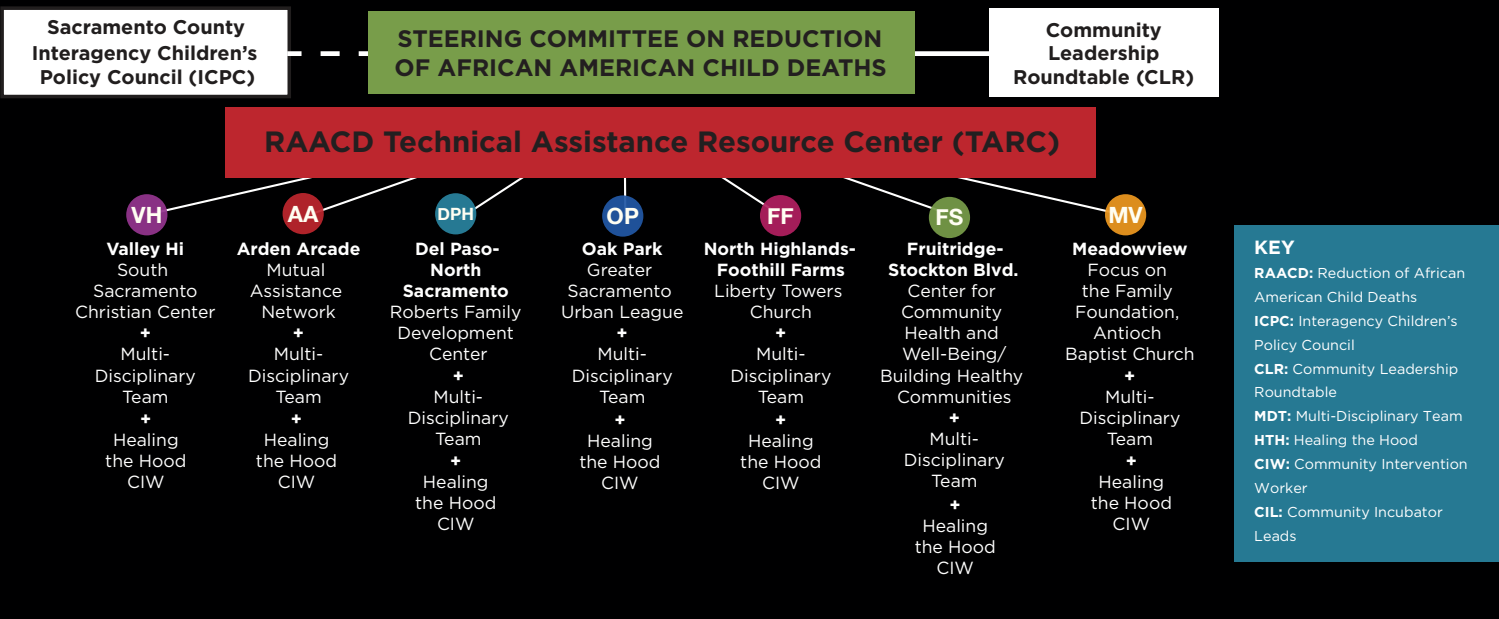


How We Got Here



Building a Solid Infrastructure

WORKING INFRASTRUCTURE



Executive Summary

African American children die at nearly twice the rate of other races throughout the nation. In Sacramento County, a 2011 report from the Child Death Review Team (CDRT) found that this disparity had been a reality in the County for at least 20 years. Prompted by this fact, the County Supervisors appointed a Blue Ribbon Commission to better understand the leading causes of child deaths, which jump-started a countywide campaign to address the broader issues that contribute to death disparities for Black children. The Steering Committee on Reduction of American Child Deaths (RAACD) assumed leadership and oversight of the countywide effort, which was named the Black Child Legacy Campaign (BCLC). They set a goal to address the four leading causes of African American child deaths — perinatal issues, infant safe sleep, child abuse and neglect, and third party homicide — in order to reduce the number of Black children’s deaths by 10 to 20% by 2020.

The RAACD Steering Committee designed a strategic plan and five priority strategies for implementation:

- Promoting Advocacy and Policy Transformation
- Equitable Investment and Systemic Impact
- Coordinated Systems of Support
- Data-driven Accountability and Collective Impact
- Communications and Information Systems

The BCLC works on the ground in seven Sacramento neighborhoods where African American child death rates have historically been the highest. Because child mortality doesn’t occur in a vacuum, the BCLC takes a broad approach, addressing the social determinants of health (e.g. safe housing, transportation to services, mental health supports, access to healthy food, etc.) for families in each neighborhood.

The BCLC uses a collective impact framework to help ensure that families have direct access to a full complement of public and private resources to support their children’s health and community safety. Components of this approach include:

- **Backbone Organization** – The Center at Sierra Health Foundation functions as the “backbone” organization of the campaign, facilitating the collective impact approach

to implementing the Campaign’s five strategies. It maintains an aerial view of the Campaign’s many moving parts and ensures the work of all partners connects. It also provides technical and administrative support, distributes funds, translates measurements into lessons learned and builds public will, including trusting relationships in the most affected communities.

- **Community Incubator Leads** – Community Incubator Leads (CILs) are service driven organizations in each of the seven BCLC neighborhoods that serve as hubs for education and services. As trusted institutions in their communities, the CILs are rooted in the community’s culture and play a key role in engaging neighborhood residents. They connect the families served by the campaign and the myriad of partner organizations (many of whom house staff at the CILs) to bridge the gaps in services and improve the outcomes for children and families.
- **Multi-Disciplinary Teams** – Multi-Disciplinary Teams (MDTs) consist of staff from a wide range of public agencies who work together, onsite at each CIL, to deliver seamless case management and services to families. The co-location of (MDTs) within CILs reduces the barrier of travel to multiple out-of-neighborhood locations and makes services more accessible to residents. MDTs also increase the coordination of services by enabling different agencies to work in collaboration.
- **Technical Assistance and Resource Center** – The Technical Assistance and Resource Center (TARC) provides data profiles for each neighborhood to help identify barriers to accessing resources and other challenges families encounter. TARC members also support CILs with their communications, data collection, and other responsibilities. As a whole, the TARC serves as a central place for generative conversations, ideas for new directions and training, and assistance to all CILs.
- **Profound Purpose Institute** – The Profound Purpose Institute (PPI) has provided a powerful structure of support for CILs, the Steering Committee and other community leaders to build collaborative relationships and a learning community. In quarterly PPI meetings,

participants learn together, collectively brainstorm and discuss new approaches to engaging with the community. Additionally, the PPI offers ongoing training in assessment, crisis response, community engagement, and other topics.

- **Cultural Brokers** – Cultural brokers are people directly from the community who become trained paraprofessionals that act as a critical bridge between families and systems. Cultural Brokers are rooted in the communities whose experiences parallel their own, but they have also been trained as intermediaries. They are equipped with skills necessary to walk alongside families as they navigate agencies and institutions to access the resources and services they need.
- **Community Leadership Roundtables** – The BCLC convenes community leaders and volunteers on a bi-monthly basis for the Community Leadership Roundtable (CLR). As rooted members of their communities, participants in CLR receive training that offers a unique perspective to support quality assessment efforts within CILs, and are able to mobilize quickly in response to community crises.

The BCLC's early stages of its work to maintain an integrated approach to support the health and well-being of Black children in Sacramento County. Through this model, the goal to reduce the number of child deaths by 10-20 percent by 2020 was met within the first year of implementation, and has since passed the 50 percent mark in two of the four areas. In addition, the work of the BCLC has delivered significant decreases in death disparities between African American and other children.

These unprecedented results are due in part to the BCLC's methods for engaging the community in leadership and in defining its success, as well as the comprehensive wraparound services provided to families in community-based settings. The authentic collaboration across public-private sectors and the intentional community messaging mobilizes advocates, agencies and residents toward a common goal. The BCLC has achieved what many believed to be impossible. However, the work is just begun. Continued reduction in the number of preventable child deaths will require deep financial

investments and ongoing community engagement to continue to build and strengthen cross-sector collaboration.

In addition to inclusion of community voices and the continued investment in the Campaign, this work requires investigation into the historic policies and practices that present barriers to African American families in accessing the services and supports they need to address the social determinants of health. It is essential that the work to advocate for systemic change and transformation of policies continues. In doing so, the many factors that inhibit families from obtaining healthy food and safe housing, from receiving mental health supports and other needs, will be mitigated. Removal of these barriers will bolster the success of the BCLC and interrupt the decades-long pattern of disproportionate child deaths.

This white paper documents the BCLC's triumphs and the lessons learned in building a community-driven infrastructure that has mobilized a community to improve the quality of life for Black children and families in Sacramento County.

Sacramento County's Commitment to Reducing Black Child Deaths

ADDRESSING A CHRONIC DISPARITY IN CHILD DEATHS

Nationally, African American children die at nearly twice the rate of children of other races. Pregnancy-related deaths and infant mortality rates are alarming trends that are prevalent across the nation. Although most infant and pregnancy related deaths are preventable, in 2017 non-Hispanic Black women experienced pregnancy-related mortality ratios (PRMRs) of 40.8 — higher than all other racial/ethnic groups.

The Centers for Disease Control and Prevention (CDC) reported that African American infant mortality rates were 2.3 times higher than non-Hispanic white infants in 2017. African American infants also were 3.8 times more likely to die from low birth weight complications. Sudden Infant Death Syndrome (SIDS) mortality rates were more than twice the rate

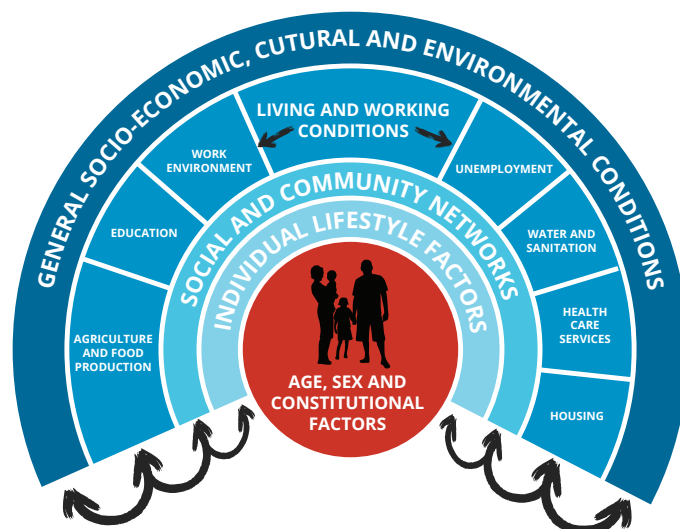
of non-Hispanic White infants. African American mothers were 2.3 times more likely than non-Hispanic White mothers to receive little to no prenatal care.

Until recently, Sacramento County's disproportionate statistics for Black mothers and infants were no exception. The county's Child Death Review Team (CDRT) — which works with multiple partners to review the cause, contributing issues and risk factors related to every death of a child in the community — shared findings in 2011 that showed African American children in the county had died at twice the rate of children of other races for the past 20 years (1999-2009).¹

Further, the CDRT identified the four top causes of the disparity in child deaths: perinatal conditions (including pre-term birth and low birth weight), infant safe sleep, child abuse and neglect, and third-party homicide. These were the four causes of death for which the rate of death among African American children far exceeded the proportion of African American children in Sacramento County's population. African American children make up 12% of Sacramento County, yet over the 20-year span reviewed by the CDRT, they made up 25% of deaths from perinatal conditions; 30% of child deaths caused by parental abuse and neglect; 32% of sleep-related deaths; and 32% of third-party homicides. Data like these provided clear direction and focus for Sacramento County's efforts. (While not every county may have a CDRT, other data systems may lend similar information and focus to child death reduction efforts.)

While the rates of death and the disparities they represent were cause enough for alarm, the impact of those deaths provided an insight into broader issues of child health and well-being within the county. "Social determinants of health" (see Figure 1) such as access to safe, affordable housing, adequate nutrition, education and employment also shape the trajectory of young lives in Sacramento County.

FIG 1. Social Determinants of Health



"Although any child death is tragic, any pediatrician will tell you that for every child that succumbs from a disease or dies from a severe injury, there are many more children who suffer the same disease or injury that do not die," Angela Rosas, M.D., Medical Director of the Bridging Evidence Assessment and Resources (BEAR) Program at Sutter Medical Center Sacramento, and chair of the 2011 Sacramento County Child Death Review Team, wrote in her introduction to the report. "Hence, a clear understanding of the trends in child death in our community becomes a marker for the general health of our pediatric population. And, any health policies or programs that are successfully implemented in our community to reduce child death would not only prevent the death of a handful of children, but would improve the health and well-being of many more children."

Elements of the causes of death highlighted by the CDRT report were preventable, and some of the risk factors could have been mitigated with prevention and early intervention. For example, interventions related to maternal health and well-being may have been effective, since the health and wellness of mothers has an outsized impact on children before birth and in the critical early years from birth to age 5. The health of an expectant mother — and the social determinants that have an impact on her health, such as access to food,

1. http://www.thecapcenter.org/admin/upload/final%202020%20year%20cdrt%20report%202012_1%2026%2012.pdf
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=4&lvlid=23>
https://www.cdc.gov/mmwr/volumes/68/wr/mm6835a3.htm?s_cid=mm6835a3_w

safe housing and income security – can all affect pregnancy outcomes and the health of her child.² When mothers receive quality prenatal care and are able to bring their babies into safe, supportive, nurturing environments, their children are more likely to survive and thrive.

In response to the CDRT report, newly elected Sacramento County Supervisor Phil Serna called for immediate action to address disparities and save young lives. Serna convened a Blue Ribbon Commission to explore the causes of disproportionality in the county's child death rates and develop recommendations to address the findings. The Blue Ribbon Commission consisted of 48 members who represented a spectrum of public and private organizations with a stake in the health and well-being of children and families in the Sacramento community. These stakeholders included health systems, social services providers and advocates, community organizations, foundations, health research organizations, consumers and multiple government agencies. Because three of the four causes of death affect children from birth to age 5, the First 5 Sacramento Commission took a lead role in supporting the Blue Ribbon

Commission's work and securing some initial funding for the effort.

In addition to reviewing and analyzing the CDRT data, the Blue Ribbon Commission also conducted an extensive literature review and studied best practices with experts from across the country. A series of 13 community meetings and focus groups offered a powerful platform for community voice and experience, which in turn informed how the Blue Ribbon Commission approached the community, its interpretation of the data and its recommendations for how the work is implemented. In 2013, the Blue Ribbon Commission presented a report with recommendations addressing identified underlying themes: social and environmental determinants of health, risk factors present in a child's life, childhood experiences, and community perspective.³ The Commission made the overall recommendation to reduce African American child deaths by 10 to 20 percent by building a countywide infrastructure to increase public awareness, provide targeted direct services, develop systems for coordinated data collection and evaluation,

2. <https://www.healthypeople.gov/2020/topics-objectives/topic/maternal-infant-and-child-health>

3. <https://www.philserna.net/wp-content/uploads/2013/05/Blue-Ribbon-Commission-Report-2013.pdf>

Blue Ribbon Commission

As a reflection of Sacramento County's commitment to saving the lives of African American children, officials and staff representing departments across Sacramento County's service delivery system made up more than half (13 of the 25 members) of the Blue Ribbon Commission. Complete representation included:

3Fold Communications

Center for Community Health and Well Being

Community Member

First 5 Sacramento Commission

Infant Health Program

Kaiser Permanente Sacramento

Maternal, Child, Adolescent Health Advisory Board

Mercy Hospitals of Sacramento

NAACP Sacramento Branch

National Council of Negro Women

Public Health and First 5 Sacramento Advisory Committees

Roberts Family Development Center

Sacramento County Board of Supervisors

Sacramento County Department of Health and Human Services

Sacramento County Department of Health and Human Services,
Child Protective Services Division

Sacramento County Department of Health and Human Services,
Public Health Division

Sacramento Countywide Services Agency

Sierra Health Foundation

St. Paul's Church

The California Endowment

The Child Abuse Prevention Center

Turning Point Community Programs

University of California, Davis Medical Center

and institute policies that recognize the issue as a priority. This infrastructure would span across public and private sectors and would be coordinated and overseen by an ongoing steering committee of stakeholders with diverse representation.

In 2013, the Sacramento County Board of Supervisors adopted the Blue Ribbon Commission's recommendations and provided resources to design a strategic plan to create a countywide infrastructure to:

- aid neighborhoods experiencing the greatest instances of African American child deaths and wrap the residents with evidence-based services and supports;
- engage and empower members of the African American community to help implement, inform and advocate for culturally appropriate outreach and services;
- launch a coordinated community education and prevention campaign with messages addressing the top four causes of disproportionate child deaths in the African American community;
- collaborate with other initiatives that also address social and environmental determinants of health;
- improve data collection and sharing across systems to assess critical information, monitor change and conduct evaluation; and,
- establish an ongoing steering committee to promote a coordinated public-private partnership, engage and empower the African American community, effectively implement recommendations, and evaluate programs with the goal of building sustainable systems with lasting impact.

In 2013, the Board of Supervisors created the Steering Committee on Reduction of African American Child Deaths (RAACD), a community-driven body of dedicated individuals focused squarely on the recommended goal of reducing the child death disparity by 10 to 20 percent by 2020.

The Steering Committee's efforts have demonstrated the power of public-private partnership that includes diverse representation across multiple sectors. It is comprised of county staff and representatives from community-based organizations, health systems, education and other areas. Additionally, there is

a variety of county departments committed to the Steering Committee's work. Participation of high-level staff on the Steering Committee has led to informative discussions and to collaborative planning with community partners. This has encouraged the County to transform the work to improve its quality and expand the reach of its services. The Steering Committee recently voted to expand the County's number of seats. This expansion will function as a bridge toward lasting efforts and holistic policy change to support Sacramento County's children and families.

RAACD Steering Committee

The RAACD Steering Committee includes a wide range of perspectives from county government and community. The size of the Steering Committee recently was expanded to ensure broader buy-in and support for the Black Child Legacy Campaign.

Advocates
Civic Groups
Community-based Health Provider
Child Abuse Prevention Council
County Public Health Officer
Department of Health and Human Services
Department of Human Assistance
Education
Faith-based Organizations
First 5 Sacramento Commission
Foundations
Health Care Systems
Housing Advocacy and Policy
Judicial
MCAH Advisory Board
Parent Representatives
Sheriff's Department
Workforce Development
Youth Representatives

The RAACD Steering Committee assumed responsibility for providing oversight, planning, implementation, evaluation and reporting to the Board of Supervisors. But, most importantly, the Steering Committee recognized that it would need a way to connect in meaningful and lasting ways with the communities with the highest rates of African American child deaths and with the greatest disparities between African American children and other children. In these communities, it would need to create pathways for families to connect to agencies that could provide services and supports, and build trusting relationships with them. It would need to build a new community-based service infrastructure for the County dedicated to ensuring that African American children — and the families that are raising them — would feel engagement and ownership and could thrive. To achieve its goals, the RAACD Steering Committee created the Black Child Legacy Campaign (BCLC).

BUILDING A COLLECTIVE SOLUTION

The BCLC applies a collective impact framework to its efforts to improve the outcomes for Black children and all children in Sacramento County. As part of the Blue Ribbon Commission, County staff and officials played a key role in developing this approach to building an infrastructure to support coordinated and strategic efforts across sectors and communities to connect families with the services and supports they need. The Steering Committee's design of its collective impact approach includes stakeholders at every level of the campaign, a rigorous structure for intentional coordination and collaboration, correlative activities and measurement for tracking progress toward reaching the campaign's goals.

In March 2015, RAACD Steering Committee members engaged in an intensive community-driven process and created a strategic plan: **African American Children Matter: What We Must Do Now.**⁴

The plan included five priority strategies that have served as pillars for guiding the work of BCLC stakeholders in its implementation:

- **Promoting Advocacy and Policy Transformation**
Local and statewide policy advocacy and initiatives toward systemic change
- **Equitable Investment and Systemic Impact**
Investment in systemic approaches to programming, such as the Cultural Broker Program (See “Cultural Brokers”)
- **Coordinated Systems of Support**
A systemic approach to wraparound intervention and prevention services that positions a trusted community-based organization as a hub for cross-agency collaboration.
- **Data-driven Accountability and Collective Impact**
The Quality Assessment process, which includes 11 Quality Dimensions, measures progress toward the BCLC's goals to reduce the four leading causes of Black children's deaths.
- **Communications and Information Systems**
A dual approach to messaging that engages the broader community in the work of the BCLC while expanding the reach within seven targeted neighborhoods.

In June 2015, the Sacramento County Board of Supervisors approved \$1.5 million annually for five years to support the BCLC in bringing its plan to fruition, in addition to funding for backbone support and funds from the First 5 Sacramento Commission. The Departments of Health and Human Services (now Child, Family and Adult Services), Human Assistance, and Probation also committed funding per year in staff resources for BCLC direct services. Following this funding commitment, the Board of Supervisors and the Steering Committee released an implementation plan that outlined the plan of action for the campaign's five interconnected strategies.⁵

4. Access the full strategic plan at https://www.shfcenter.org/assets/RAACD/RAACD_Strategic_Plan_Report_March_2015.pdf

5. Access the full implementation plan at https://www.shfcenter.org/assets/RAACD/RAACD_Implementation_Plan_2015.pdf

The BCLC uses a number of interconnected and mutually supportive strategies to build a scaffolding of support for children and families:

BCLC Focus Neighborhoods

The BCLC focuses on seven neighborhoods, based on their rates of African American child deaths and other social determinants of health.

- AA** Arden Arcade
- DPH** Del Paso Heights-North Sacramento
- FF** Foothill Farms-North Highlands
- FS** Fruitridge-Stockton Blvd.
- MV** Meadowview
- OP** Oak Park
- VH** Valley Hi

Community Incubator Leads

Within each of the BCLC's seven focus neighborhoods, Community Incubator Leads (CILs) are service-driven organizations that serve as hubs rooted in each community's culture. As trusted institutions in their communities, the CILs have held a key role in engaging neighborhood residents in the campaign and in the development of a community infrastructure to support African American children and their families. They are invaluable resources to the families served by the campaign, as well as the myriad partners and community leaders who work in collaboration to bridge the gaps in services and improve the outcomes for children and families in each of the targeted neighborhoods. By housing County staff and other community service providers in their offices, CILs have increased residents' access to the prevention and intervention services that they need to address preventable child deaths. The CILs also have built relationships with each other to create a cross-county network that facilitates services for children and families who relocate, mobilizes a network of support during times of crisis, and strengthens their advocacy for children with policymakers.

Multi-Disciplinary Teams

Multi-Disciplinary Teams (MDTs) consist of staff from the Department of Human Assistance (DHA), Child Protective Services (CPS), probation officers, Cultural Brokers and other providers who work together onsite at each CIL, to deliver seamless case management and services to families. The co-location of MDTs within CILs reduces the barrier of travel to multiple out-of-neighborhood locations and makes services more accessible. MDTs also increase the coordination of services by enabling different agencies to work in collaboration. The MDT model is an evidence-based approach used in multiple child and family welfare settings.⁶

MDT members work closely together to meet each individual family's needs while addressing the interconnected issues facing African American children and families. They meet regularly to develop joint solutions to complex family challenges, and share information with one another to improve services to families. Because they are located within a respected neighborhood organization – the CIL – families are more likely to trust the information they receive from MDT members, participate in recommended services, and comply with associated court orders.

In addition, MDTs build communication and collaboration between the CILs and entities such as Sacramento County's Departments of Human Assistance (DHA), Child Protective Services (CPS), Probation, Sacramento Police, schools and nonprofit organizations. Reports from the CILs affirm that this approach increases the effectiveness of services through its comprehensive, coordinated and responsive wraparound support to families.

Technical Assistance and Resource Center

At the start of the BCLC, members of the Technical Assistance and Resource Center (TARC) met with CILs to identify technical assistance needs. In addition, the TARC Data Hub prepared profiles for each neighborhood that provided identifying demographic information, data on mother and infant health,

6. <https://www.childwelfare.gov/topics/management/practice-improvement/reviews/multidisciplinary/>

youth vulnerability and crime statistics.⁷ This deep analysis of disparities experienced by African American families in each neighborhood provided a greater understanding of barriers to accessing resources and other challenges families encounter. TARC members also supported CILs with their communications, data collection and other responsibilities. As a whole, the TARC serves as a central place for generative conversations, ideas for new directions and training, and assistance to all CILs.

Profound Purpose Institute

The Profound Purpose Institute (PPI) has provided a resilient structure of support for CILs, the Steering Committee and other community leaders to build collaborative relationships and a learning community. The PPI's quarterly meetings are a place where participants can learn together, collectively brainstorm and discuss new approaches to engaging with the community, and develop common messages. Additionally, the PPI offers ongoing training in assessment and provides peer-to-peer learning opportunities that strengthen the fabric of the campaign.

Cultural Brokers

Efforts to improve access to and use of important services by families encouraged BCLC partners to not only think about what services were needed, but how they were being delivered. One method is the use of Cultural Brokers, who are often people directly from the community who become trained paraprofessionals who act as a critical bridge between families and systems.

Modeled after Fresno's Cultural Broker program,⁸ the Sacramento County Cultural Broker (SCCB) program administered by Sacramento County's Department of Child, Family and Adult Services utilizes Fresno's accredited curriculum and training to develop its team of cultural brokers serving African American children and families involved with Sacramento County's child welfare system. Cultural Brokers work to keep children and families out of the Child Welfare system and to establish trusting relationships with those who may otherwise be difficult for DHA, CPS and other agencies to

reach. The SCCB program's goals are to: (1) safely decrease entries into foster care, (2) support safe and timely reunification of children and parents, and (3) increase placement with relatives. These goals are achieved through helping families navigate the child welfare system and connecting them to critical and culturally relevant services and supports.

Cultural Brokers work with and advocate for families that come to the attention of Sacramento's Child Protective Services (CPS). They work with CPS social workers by joining on visits with families and assisting with engagement efforts. They help explain the process and services offered by CPS, and work to ensure assessments and services are culturally relevant. They also participate in Child and Family Team meetings and offer other support to families as needed, including attending court hearings. Courts are now referring families to Cultural Brokers and are requesting their presence in the courtrooms.

Acting as partners to CPS-involved families and to County CPS, Cultural Brokers participate in home visits as often as needed, supporting parents in their progressive visitations, coaching them on practical parenting techniques, and measuring behavioral changes. They also attend parenting classes with families to reinforce the lessons and formalize agreements with parents on specific behavioral goals. In this capacity, Cultural Brokers assist the assigned social workers by sharing their observations that either support moving visitations from supervised to unsupervised or identify areas in need of further attention and growth. As a result, CPS-involved families have an ally and support to minimize their interactions with CPS and the courts.

In addition to CPS, other organizations also have adopted the Cultural Broker approach. For example, First 5 Sacramento created a cadre of Pregnancy Peer Support Mentors — trained African American women who help expectant mothers monitor

7. The profiles can be found at <http://blackchildlegacy.org/impact/>

8. Learn more about Fresno's Cultural Broker program at <https://www.culturalbroker-fa.com/default.html> or on California's Evidence Based Clearinghouse for Child Welfare at https://www.cebc4cw.org/program/cultural-broker-program/?utm_source=January+25%2C+2013+-+New+Topic+Area&utm_campaign=1.25.13+email+alert&utm_medium=email

their health, listen to their concerns, and provide information, education and access to a variety of services and supports throughout pregnancy and up to four months postpartum. The mentors, who often have lived experience, walk through the pregnancy journey with their clients to reduce risks and promote healthy pregnancy and birth outcomes.

Community Leadership Roundtable

The BCLC convenes community leaders and volunteers on a bi-monthly basis for the Community Leadership Roundtable (CLR). Along with CIL staff, neighborhood residents gather for training in areas that strengthen the impact of the campaign primarily through crisis response, community outreach and training in Quality Assessments. As rooted members of their communities, participants in CLR offer a unique perspective to support quality assessment efforts within CILs and are able to mobilize quickly in response to community crises.

CLR members also gain strengthened relationships across neighborhoods, which in turn engages community members in BCLC activities toward achieving its goals.

Sacramento County

Since the inception of the BCLC, Sacramento County has been steadfast in its commitment to prioritize this important issue, embedding its values and strategies into policies, practices and programs across its departments. The County has transformed the way it works and the way it involves its citizens. Increased partnerships across County systems and with community-based organizations have enabled vulnerable families to better navigate these systems, have increased utilization of services, and have led to better outcomes for Sacramento's children.

County staff carry out critical services at the CILs and work closely with community partners through multi-disciplinary teaming:

- Out-stationed DHA workers connect families with resources to meet their household needs, including health care, food, temporary and permanent housing, and employment — assisting families as they work toward self-sufficiency.

- Out-stationed CPS African American special skills social workers work to prevent/reduce entries into foster care by working with families whose children are at risk of abuse/neglect — keeping families together and children safe. Out-stationed social workers also assist CPS-involved families with safe and timely reunification.
- Probation officers collaborate in case management for youth/families who are justice-involved, aid in conflict resolution, support student success, and share information and resources that help improve youth/family access to services. Court-ordered obligations are strategically woven into this process to overcome barriers to success.

In addition, there are other County departments that partner with BCLC and the CILs. For example, the Department of Health Services' Public Health Division implements African American Perinatal Health home visitation services and Black Infant Health programming. Other departments have augmented their funding and have programs that are out-stationed part time at CILs, promote referrals and their services at CILs, and/or encourage a shift in practices for the CILs and those they serve (such as safe sleep). The First 5 Sacramento Commission funds perinatal and infant safe sleep education campaigns, and Family Resource Centers for targeted work to reduce African American child deaths. The Commission has incorporated this focus into its strategic plans since 2013 by allocating nearly \$14 million by 2021 to efforts related to the BCLC, and incorporating new practices such as the Cultural Broker-based Pregnancy Peer Support Mentors mentioned above. The Commission also funds staff support for the Steering Committee.

Overall, Sacramento County has invested nearly \$39 million in efforts to reduce African American child deaths since 2013. This funding has included support for: initial community education campaigns and programs focusing on African American perinatal health, infant safe sleep, and child abuse and neglect; the work of the RAACD Steering Committee to design and oversee implementation of the entire BCLC infrastructure; establishing CILs in the BCLC-focused neighborhoods; investing in the cultural brokers program;

and mobilizing the African American community in BCLC neighborhoods and beyond.

Fostering Engagement and Support

Community engagement and education is the lifeblood of the BCLC. In fact, the campaign itself has become a dominant brand in much of Sacramento's African American community. Even the name — Black Child Legacy Campaign — demands that those engaging in the work think of children as more than just statistics. It calls for a restored sense of hope, a sense of “nobility” and belief in a promising future for Black children and their families. Because of its close partnerships with existing community initiatives addressing social and environmental determinants of health, the BCLC brand has been adopted by multiple organizations educating the African American community on prevention and early intervention concepts such as self-care, reduction of risk factors and good parenting.

The BCLC keeps its messaging focused squarely on the top four causes of disproportionate child deaths. Messages direct mothers to available prenatal care and support, teach parents how to safely sleep their infants and obtain free portable cribs, engage youth in safe, healthy and fun activities, and inform residents about events specifically designed to strengthen families and build community. Whether communication comes from County health and social services departments, or from private community-based partners, the unified message being delivered is that Sacramento cares about and is committed to improving the health and well-being of all children and families in its communities.

One of the most powerful engines for creating and delivering messages has been Sacramento's African American community members and leaders. Residents of the seven neighborhoods — and those who serve them — have taken ownership of the BCLC, becoming deeply engaged and imbedded in the work. Government officials and staff, private health and social services providers, community foundations, faith organizations, and adult and youth citizens each have a role to play in creating safe, healthy and thriving communities. They may serve as a community crisis responder, a mentor, an

advocate, a provider of basic needs, a non-relative “family member,” a protector, or even just a friend. Those “on the ground” have continued to build their own networks for success, forge and strengthen bonds among residents, and build pride in their communities. Their work carries the embrace of the BCLC forward in ways that mere words could never do. This is imperative for success. Sharing the messages of the campaign within most impacted communities requires deep knowledge of the culture within each neighborhood and neighborhood-specific tactics to raise awareness of preventative services available for families and other ways to be involved in the campaign.

For example, in the Oak Park neighborhood, the CIL convened weekly “peace walks” that highlighted services available through the CIL. A similar approach was used in January 2018, when BCLC participants marched on MLK, Jr. Day wearing scarves and sharing stories through social media to kick off the “Wrap Yourself in Love” campaign. This initiative encouraged mothers to seek prenatal care for healthy pregnancies. Another strategy is the use of digital communications. Campaign messages have reached audiences through multimedia tools such as the Black Village podcast, which features interviews with partners, and a series of video “poetic service announcements.” The podcasts were created in partnership with Sacramento Area Youth Speaks (SAYS) and featured youth poets who addressed third-party homicide.⁹ In addition, CILs manage their own targeted social media messaging.

In addition to developing resonant strategies for messaging directly to the affected communities, the BCLC also maintains an aggressive media outreach strategy. In 2017, the campaign launched a multi-tiered media and communications strategy that included a convening of media outlets to engage reporters and other media allies in the cause to reduce child deaths and improve the life expectancy of children and youth in Sacramento County. Since then, the BCLC has received unprecedented radio, print and television coverage, with

9. Find examples of outreach, including stories, podcasts, news coverage and more at <http://blackchildlegacy.org/>

nearly 60 stories in more than 15 local, state and national media outlets. Coverage by media allies, including The Sacramento Bee, The Sacramento Observer, Fox40, Sacramento News and Review, ABC10, KCRA3 and other news outlets, spotlighted efforts in all four focus areas of the BCLC: perinatal conditions, infant sleep-related deaths, child abuse and neglect, and third-party homicides.

Early in 2019, Saccounty News reported Supervisor Phil Serna’s observation that the BCLC is “resonating at a national level.” Stories in Newsweek and the nationally syndicated radio program The Takeaway highlighted the 45 percent decrease in African American infant deaths and a 76 percent decrease in the death disparity between African American infants and other races. In addition, 2018 was the first year with zero juvenile homicides in the City of Sacramento in 35 years. This national coverage gives the BCLC a national platform and recognizes this work as a promising model for the rest of the country. The story of a Ribbon Cutting for Stephon Clark’s Family Home Renovation, featuring the support of the BCLC and led by the Meadowview CIL, also generated significant coverage in the state. Sample media highlights include:

- **Newsweek, Jan. 21, 2019:** “No Children were murdered in Sacramento last year for the first time in 35 years”
- **WNYC The Takeaway, Dec. 6, 2018:** “Sacramento Reduces Black Infant Deaths Through Education”
- **CBS13, Jan. 21, 2019:** “For the first time in 35 years, no children were murdered in the City of Sacramento last year”
- **LA-ist, July 29, 2019:** “Sacramento’s Plan To Keep Black Children Alive Is Working — And LA Is Watching”
- **ABC10, Jan. 29, 2019:** “BCLC reports drop in death rates for African American youth in Sacramento”
- **The Sacramento Bee, Jan. 28, 2020:** Teen homicides fall to zero as Sacramento sees overall decline in murders in 2019
- **ABC10, Jan. 30, 2020:** There were zero youth homicides reported in Sacramento for 2 years. What changed?

Collecting Data to Measure Shared Outcomes

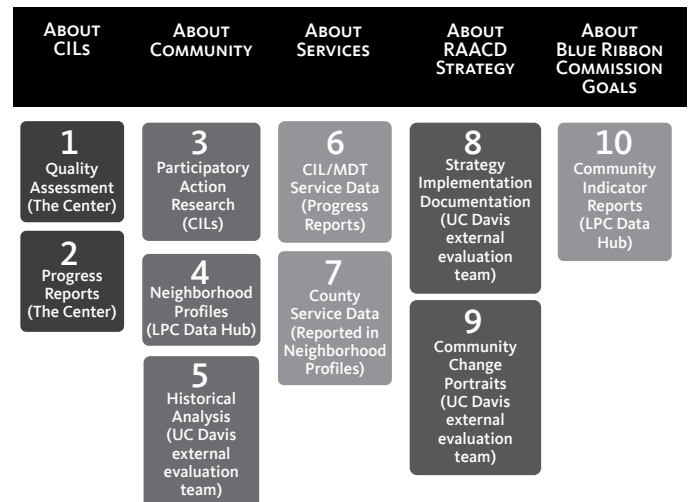
Recognizing the need early on to implement data collection methods to track progress over time and ensure the project is meeting goals, a cornerstone of the BCLC is ongoing data collection and data-driven evaluation for shared measurement and accountability. Real-time learning, from multiple perspectives, allows all participants to better understand where their work is generating or exceeding the desired outcomes, and where further improvement or investment is needed.

The Evaluation Plan gathers information about every level of the BCLC, including:

- The activities of the CILs
- Improvements in each of the seven communities
- The services provided in each community
- The five elements of the RAACD strategy
- The Blue Ribbon Commission goals

Evaluation is overseen by the RAACD Steering Committee’s Evaluation Workgroup, which includes representatives from First 5, the Department of Public Health, Child Death Review Team, the Steering Committee, CILs and members of the external evaluation team from UC Davis and Data Hub from LPC Associates. The workgroup developed the framework for evaluation shown below and is responsible for monitoring progress on each of the elements.

BLACK CHILD LEGACY CAMPAIGN EVALUATION STRATEGIES: 10 PATHWAYS FOR COLLECTIVE IMPACT DOCUMENTATION



As shown in the exhibit, evaluation activities are organized by categories defined by the subject of the information. BCLC has two approaches to gathering data about CIL implementation. The Quality Assessments are based on dimensions of the quality of community-based programs that were identified by the Evaluation Workgroup. The dimensions align with the five strategies of the campaign and include mission-focused efforts, engaged leadership, partnership, community engagement, community capacity building, youth-centered, transparency and fairness, communications, data collection, sharing and use, sustainability and finance, and violence interruption. Each CIL has a quality assessment twice a year based on site visits and other materials. They are rated on each dimension and their progress over time is tracked. This process has enabled BCLC to demonstrate the continued improvement and growth of the CILs as they build their capacity in each of the dimensions.

Through the quality assessments and progress reports, CILs engage in an ongoing cycle of improvement, which includes planning, training, assessment and reflection on what has been learned. This exercise can also lead to new discoveries that help CILs and partners identify systemic areas of stress (such as increases in requests for housing assistance), and work with the County or other policy agencies to find solutions before new challenges become crises.

To engage youth in the evaluation process, in 2017 each CIL formed a team comprised of youth and adult allies to conduct Participatory Action Research (PAR), a method of collecting and analyzing data within their neighborhoods. In preparation for their research, youth learned about the four leading causes of African American child deaths, built leadership and advocacy skills, and examined equity and racism in a historical context. Each PAR team collected data on one of the four leading causes of African American child deaths by conducting surveys, then created reports and videos with their findings about their communities. In 2018, the PAR teams transitioned to Social Justice Youth Development Plans.

Data for each of the other evaluation focus areas are provided primarily through external consultants. The Data Hub, managed by LPC Associates, produced its first set of neighborhood profile reports for each of the seven neighborhoods that were part of the campaign in late 2016. The reports provided data on the basic demographics of the neighborhood and on the social determinants of health, including education, poverty, health insurance coverage and others. Disparities between the African American residents and other residents were also identified. Topics of other neighborhood scans include crime and safety, and community services.

Neighborhood scans offer a two-fold benefit. First, they provide residents with eye-opening information about disparities that exist in their everyday lives, as well as clear data points that they can work together to change. Second, neighborhood scans give CILs and other partners a baseline from which to measure forward progress. The Data Hub is also responsible for the annual reports summarizing progress toward the goals of reducing African American child deaths by each of the four causes. These reports include additional data on risk factors for preventable child death, broken out by neighborhood when possible.

In 2018, the BCLC contracted with the UC Davis Transformative Justice in Education Center and the UC Davis Office of Research and Policy for Equity for a joint two-year evaluation process to evaluate the BCLC's progress on the five strategies. As indicated in the exhibit, the evaluation not only evaluates the five strategies, it also includes a historical analysis of each neighborhood, documenting the social factors that have contributed to their challenges and developed their assets. In addition, the final report will include detailed portraits of people who have been involved in BCLC, either as CIL leaders or residents being supported by CIL services, to add richness to the narrative about the strategies. In the interim, in July 2019, the evaluation team presented preliminary findings from their analysis of data from multiple sources including 15 stakeholder interviews, participant observation of RAACD Steering Committee meetings, and BCLC archival documents.

Their report, *A Transformative Community: An Evaluation of Five Implementation Strategies for Success*, summarized key findings, identified challenges and effective implementation practices, along with important lessons learned. UC Davis plans to leverage evaluation findings to support the BCLC in scaling up its work to share its model with other communities across the country that face similar issues.

Leveraging Key Partnerships for Policy Change

Although individual children and families are at the heart of the BCLC, they are all surrounded and affected by the various policies of the agencies and government entities engaged as campaign partners. Those partners are, in turn, influenced by the policies of other partners. Promoting advocacy and policy transformation is one of the key strategies of the BCLC, and it is manifested at many different levels.

At the outset, investment in the BCLC required a willingness among County Supervisors and department heads to allocate more County resources toward targeted services for African American families. Since that initial investment, the County has continued to expand support for key programs within the campaign, such as the Cultural Brokers program.

“Almost every board meeting, if we are dealing with anything related to child welfare, there is frequent reference to BCLC and how whatever we’re working on intersects,” says Supervisor Serna. “BCLC is probably the most well-known quantity in all aspects of county governance. Many of our department heads — even those who work on infrastructure — know about this. That’s because there’s been so much public and media attention, and the results to show it’s effective.”

Since 2013, the BCLC has garnered even more support from systems partners and other government agencies to provide additional strategies, including violence prevention and intervention, which contribute to the project’s goal of reducing African American child deaths in Sacramento. Other funding agencies include the City of Sacramento, California Board of State and Community Corrections, Health Net and the Obama Foundation.

Internally, Sacramento County has invested in systems changes that are not easily quantifiable, but that leverage knowledge and relationships under the BCLC umbrella to deliver greater impact. For example, staff across all of the County’s health and social services departments are educated and trained on BCLC resources, strategies and values; staff are out-stationed at each CIL and participate in weekly MDT meetings; County-operated and contracted programs provide referrals to CILs and participate in BCLC community activities; and programs are tailored to reduce risk-factors, increase protective-factors, and foster successful outcomes for African American children, youth, and families.

Policy change also grows from the ground up. In August 2017, Ernie Cadena, a resident of Meadowview Park, was killed by gang violence. A father and innocent bystander who lived around the corner from the park, Cadena’s death sparked community leaders’ determination to “stop the violence.” Requested by Community Incubator Leads and supported by the BCLC, a press conference held in the park convened faith leaders, community members, policy makers, law enforcement and other BCLC advocates to demand change in their communities.

The press conference led to the City’s unanimous adoption of Advance Peace in August of 2017, an intensive 18-month program with a proactive approach to preventing gang violence through mentorship, job training and financial incentives. Neighborhood residents, inspired by the BCLC, have become civically engaged in activities such as voter registration and campaigns to educate communities about propositions that will impact their lives.

“Our hope is to change policy in Sacramento,” said Derrell Roberts of the Roberts Family Development Center, the Del Paso Heights CIL, in the most recent BCLC Annual Report. “We have policies that make people dependent as opposed to independent. Part of what the BCLC does through its collaborative efforts is give inroads and windows of opportunities to our state and local policies.”

Unless policy changes continue to occur, the work to support African American children and families will always be a reaction to harm — a Band-Aid, as it were — rather than the creation of a sustainable system for healthier lives. After all, the very conditions that the African American families and neighborhoods that are part of the BCLC arose in large part because of the social and governmental systems that we now know must change. Policy advocacy to advance equity efforts is long-term work that requires a cultural shift at every level: within communities, within the institutions and organizations that seek to support them, and within the local, state and national governments that serve them. Therefore, the Steering Committee on RAACD continues to advocate for the formation of the Interagency Children’s Policy Council to focus specifically on creating and sustaining policies that support children and families.

Policy Change at the State Level

The local work of the BCLC helped inform two state policy changes in 2019.

- The Dignity in Pregnancy and Childbirth Act (SB 464) now requires hospitals, clinics and alternative birth centers that provide perinatal services to implement ongoing, evidence-based implicit bias programs for all perinatal health care providers.
- Stephon Clark’s Law (AB 392) changes wording to require law enforcement officers to only use deadly force when “necessary” rather than “reasonable,” and gives prosecutors more leeway in considering both officers’ and victims’ actions leading up to a lethal event.

Key Outcomes and Next Steps

The collective impact approach requires authentic collaboration. BCLC partners communicate on a regular basis and support each other. This has truly transformed the way agencies and community partners work internally and externally with other partners and the way they engage with community. As a result of the BCLC, Sacramento County has begun to see results that indicate it is headed in the right direction to reduce African American child deaths.

Through the development of a responsive infrastructure, the last few years have revealed that important process and outcome measures have been met. Strategically locating CILs within the seven Sacramento neighborhoods with the highest child death rates has shifted and integrated systems to improve service delivery to families. Each CIL houses a coordinated system that supports families in receiving important information and in accessing critical services from County agencies such as CPS, Probation, Human Assistance and nonprofit partners co-located at the sites. CILs are also a central location for service providers to meet regularly to discuss specific family and community needs, coordinate services and leverage resources to increase efficiencies. The outcomes of these important shifts include improved service delivery and utilization by the community, streamlined efforts and decreased response time. As a result of this work to bridge the divide between families and service providers, the community’s sense of trust and faith has greatly increased in the County’s services. Data on some of the neighborhood-based activities give a sense of the ways in which service provision is being integrated:

- CPS Cultural Brokers began work with families and had a caseload of 73 families by early 2018, which almost doubled in 2019 (122 families). To date, Cultural Brokers have safely reunified 27 families. 95 percent of families served stated they were satisfied with Cultural Broker services, 86 percent indicated improved trust and communication with CPS, and 78 percent indicated they have a better understanding of safety risks.

- Probation Officers are out in the community, working side by side with CILs and the MDTs, advocating for youth and supporting them in crisis. To date, probation officers have provided more than 340 youth with case management services in the BCLC-focused neighborhoods, and have referred 230 youth and their families to local community-based service providers to address identified risk factors. More than 45 youth either acquired and/or retained employment after receiving services. In addition, Probation has seen a 54 percent reduction in the total number of juvenile wards living within the BCLC-focused neighborhoods.
- In 2018-2019, 216 pregnant African American women were served in the Black Mothers United pregnancy support program. During the year, 102 babies were born, including 92 singletons and 10 twins. Of these, 83 percent were born at a healthy birth weight, 80 percent were born full term, and combined, 76 percent had a healthy birth outcome (birth that is at healthy weight and full term). The percentage of singletons with a healthy birth was 82 percent.
- **Perinatal conditions:** From 2014-2017, the rate of African American infant deaths due to perinatal conditions (4.2 per 1,000 births) did not change. Although the current trend is positive, the reduction of deaths due to perinatal condition has not yet reached the goal of a 23 percent reduction.”
- **Child abuse and neglect (CAN) homicides:** From 2014-2017, there was a 62 percent reduction in African American child deaths due to CAN homicide, from 7.1 to 2.7 per 100,000 children. This exceeds the original goal of a 25 percent reduction.
- **Third-party homicides:** Between 2014 and 2017, the rate at which African American children died due to third-party homicides increased from 4.5 to 5.3 per 100,000 children, representing an 18 percent increase. However, recent trends show that for the first time in 35 years, and again in 2019, there were no child murders in the City of Sacramento.

While the process data and feedback from community residents and BCLC partners is encouraging, the quantitative evidence of impact is indisputable.

Using three-year rolling averages per 100,000 children,¹⁰ African American child deaths decreased from a rate of 84.3 in 2012 to 63.2 in 2017. From the BCLC baseline of 2014 (83.8 African American child deaths/100,000 children) to 2017, rates have been reduced by 25 percent, exceeding the Blue Ribbon Commission’s goal of a reduction of at least 10 to 20 percent. In addition, the disproportionality of African American child death was reduced by 26 percent. Findings related to the top four preventable causes of disproportional child deaths in Sacramento County include:

- **Infant sleep-related deaths:** From the 2014 BCLC baseline, the rate of African American child deaths from sleep-related causes decreased by 57 percent, from 3.7 per 1,000 births to 1.6 per 1,000 births. This decrease exceeds the original goal of a 33 percent reduction.

Additional data collection, monitoring and analysis will be conducted in the coming years to determine longer-term outcomes and trends. However, these initial findings bring hope that Sacramento County is heading in the right direction and has the necessary community framework in place to effectively reduce African American child deaths.

Additional data collection, monitoring and analysis will be conducted in the coming years to determine longer-term outcomes and trends. However, these initial findings bring hope that Sacramento County is heading in the right direction and has the necessary community framework in place to effectively reduce African American child deaths.

10. BCLC uses three-year rolling averages to examine trends over time to account for the fact that some causes of death can fluctuate significantly year-to-year. For example, data from 2014 is the average of child deaths in 2012, 2013, and 2014. Similarly, 2017 is the average of 2015, 2016, and 2017 values.

Lessons Learned

The Transformative Justice in Education Center at UC Davis and the Office of Research and Policy for Equity at UC Davis reported important lessons learned in a 2018-19 annual report:

1. Training and support for advocacy and community leadership is part of engaging community residents in the campaign.

Community volunteers have gained invaluable skills through the bi-monthly Community Leadership Round-table meetings. CLRs have served as an entry point for neighborhood residents to engage in the BCLC's activities while gaining competencies in crisis response, community engagement and advocacy.

2. Public agencies must commit to the mission of reducing all child deaths, starting with addressing racial disparities in rates of death.

Out-stationed Sacramento County and City staff housed at CILs work in partnership with nonprofit service providers toward the shared vision to reduce child deaths.

As part of its efforts toward the Equitable Investment and Systematic Impact strategy, which was focused on the development of an Interagency Children's Policy Council, the BCLC continues to work toward creation of a public entity that holds responsibility for children's health and well-being across Sacramento County. The expanded Steering Committee on RAACD, with an expanded number of County seats, is a step toward this goal.

3. A coordinated system of support for the reduction of Black child death requires trusted, capable neighborhood organizations taking the lead, partnership with other county and local agencies, and an entity that serves as a connector and backbone for the work.

The CILs hold an important role in implementing BCLC activities. They are central to coordinating campaign efforts within each neighborhood and are a hub for collaboration between local agencies and community leaders. As the backbone organization, The Center has also held a foundational role in the functioning of campaign's infrastructure. The Center's role includes convening the

RAACD Steering Committee, fund distribution, communications, accountability, CIL capacity building and other functions that are essential to the campaign.

4. Communications are key to building a movement toward a common goal.

BCLC messaging has been a powerful platform that affirms the value of Black children and youth while inspiring a public call for action. Promotional materials and swag have raised awareness throughout the County.

5. Data and measurable goals for the reduction of deaths keep the work focused and mission-driven.

The progress toward the reduction of Black child deaths and the regular reporting process motivates and engages BCLC participants in a sense of higher purpose. The learning from the Quality Assessment process has strengthened CILs' work within their neighborhoods and reinforces community engagement the campaign's mission.

Sustaining BCLC Infrastructure for Sacramento's Children

The ongoing success of the BCLC will depend on the ability to both build on established community and partner support and secure continued financial investment. No amount of funding can sustain change if there is not deep community engagement, nor can an effort of this magnitude be sustained purely by goodwill and volunteerism.

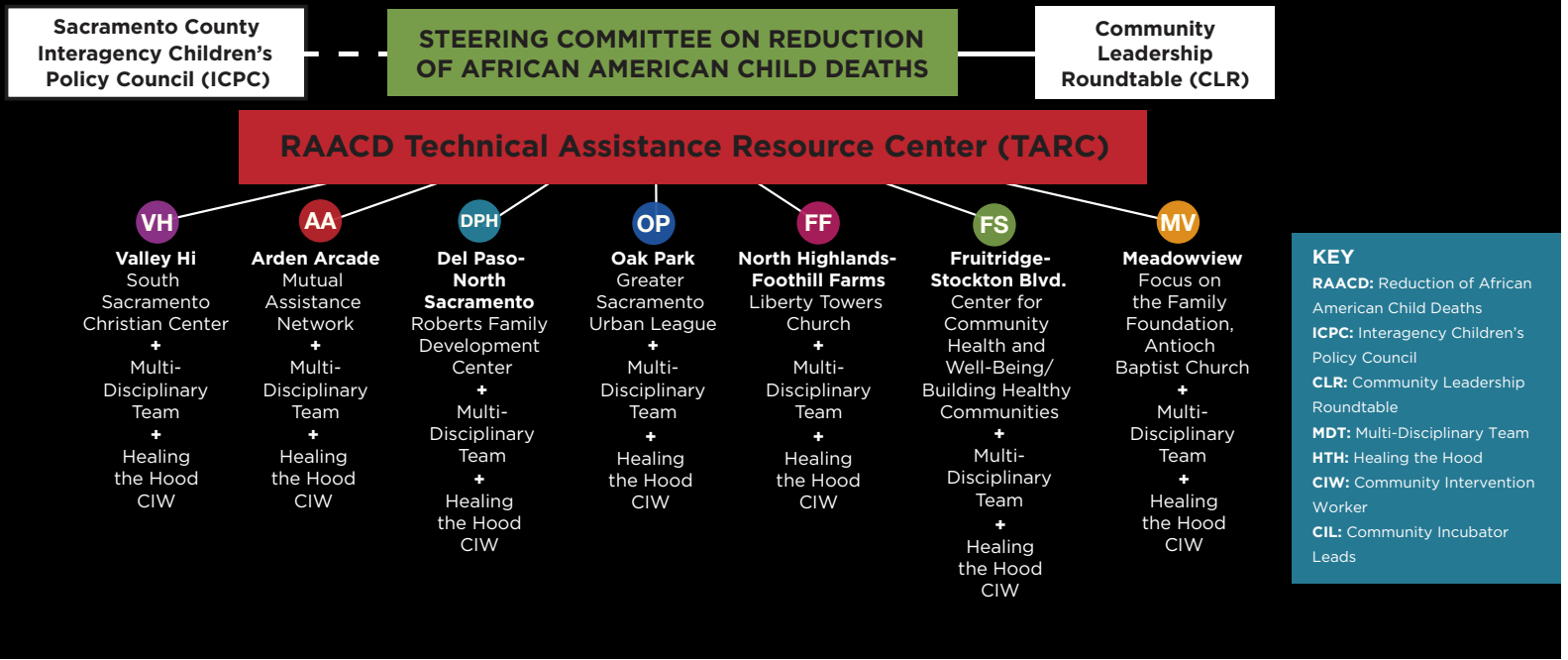
In the seven neighborhoods, resident input and engagement is key to success, so ongoing communication and outreach efforts must keep up the work of building trust and buy-in. That means listening as much as talking, to encourage community ownership at every turn. In addition, BCLC staff and partners must continue to think creatively about new alliances and partnerships that can leverage their efforts even further—in terms of service needs and delivery systems and in terms of policy change. Ongoing advocacy and sustainability will go hand in hand.

Just as many different factors contribute to the health and safety of a Black child, many different expenditures and revenue streams are required to sustain the campaign efforts. Since 2014, Sacramento County has committed to funding the work of the RAACD Steering Committee and the implementation of the BCLC. In addition to funding, the County’s commitment also has included out-stationed staff and important policy and practice changes to bolster the BCLC infrastructure. But changing the paradigm for Black children requires much more than one public funder, and the commitment to the BCLC extends beyond the County’s investment. CILs have intentionally linked public and private revenue sources to ensure they do not become overly dependent on one source. CILs and partners understand the need to leverage the impact of all funds received and that

funding is deeply connected to outcomes, underscoring the need for progress measurement through the Quality Assessment Tool. As a collective, The Center at Sierra Health Foundation and the CILs have applied for state and national funding, and each CIL also searches and applies for funding on its own. Every entity involved in the BCLC understands the importance of investment in the lives of Black children — and therefore everyone serves as an advocate for continued investment in this very critical work of saving and improving lives.

To learn more about the lessons learned throughout this project and year-by-year evaluative work of the Steering Committee on Reduction of African American Child Deaths, visit <https://www.shfcenter.org/raacd>.

WORKING INFRASTRUCTURE



The Big Picture

Five Years Into the Black Child Legacy Campaign

Unprecedented community conditions call for unprecedented community effort. When 2009 data showed that African American children in Sacramento County were twice or even three times as likely to die as White, Latino or Asian children—and had experienced this disparity for 20 years—community leaders at the County Board of Supervisors and the Sierra Health Foundation knew it was time to act.

In 2015, the Black Child Legacy Campaign was launched, with a goal of reducing the disparity in African American child deaths 10 to 20 percent by 2020.

The results have been nothing short of amazing. After just three years of implementation, the Black Child Legacy Campaign:

- Reduced the number of African American child deaths by 33 percent in three years
- Reduced the number of African American infant deaths by 45 percent
- Achieved a 76 percent reduction in disparity for infant sleep-related deaths
- Saw zero juvenile homicides in 2018 and 2019
- Assigned 166 Cultural Broker referrals since February 2018 through the Sacramento County Cultural Broker Program
- On March 2, 2019, the success of the Black Child Legacy Campaign was recognized by The National Association of Counties Health Steering Committee



Steering Committee on Reduction of African American Child Deaths

Acknowledgements

Steering Committee on Reduction of African American Child Deaths

Pastor Alice Baber-Banks
 Debra Cummings
 Dr. Ethan Cutts
 Captain Robert Davis
 Julie Davis-Jaffe
 Gladys Deloney
 Paris Dye
 Linda Fong-Somera
 Steven Garrett
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 Stephanie Hopkins
 Pastor Robert Jones
 Dr. Olivia Kasirye
 Kula Koenig
 Judge Barry Loncke
 Aliane Murphy-Hasan
 Kim Pearson
 Tina Roberts
 Shannon Shaw
 Essence Webb
 Kim Williams
 Natalie Woods Andrews, Co-Chair
 Marlon Yarber

Community Incubator Leads

Arden Arcade:

Mutual Assistance Network

Del Paso Heights-North Sacramento:

Roberts Family Development Center

Foothill Farms-North Highlands:

Liberty Towers

Fruitridge Stockton Blvd.:

Sacramento Building Healthy Communities

Meadowview:

Rose Family Creative Empowerment Center

Oak Park:

Greater Sacramento Urban League

Valley Hi:

South Sacramento Christian Center

Partners

Child Protective Services
 Community Leadership Roundtable
 County of Sacramento Multi-Disciplinary
 Leadership Team
 Department of Human Assistance
 Probation Department

Funding Partners

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 City of Sacramento
 County of Sacramento
 First 5 Sacramento
 Health Net
 Kaiser Permanente
 Obama Foundation
 The Center at Sierra Health Foundation

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Credits

Gregory Berger, Pomegranate Design

This report was written in partnership with The Center at Sierra Health Foundation, Putnam Consultants, First 5 Sacramento and the Department of Children, Families and Adult Services.





PRINCIPLE 2
BUILD A BELOVED COMMUNITY EVERYWHERE YOU GO

STEP 2 - EDUCATION

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PRINCIPLE 3
ATTACK FORCES OF EVIL, NOT PERSONS DOING EVIL.

STEP 3 - PERSONAL COMMITMENT

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PRINCIPLE 4
ACCEPT SUFFERING WITHOUT RETALIATION FOR THE SAKE OF THE CAUSE TO ACHIEVE A GOAL.

STEP 4 - DISCUSSION

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PRINCIPLE 5
AVOID INTERNAL VIOLENCE OF THE SPIRIT AS WELL AS EXTERNAL PHYSICAL VIOLENCE.

STEP 5 - DIRECT ACTION

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Letter from a grandparent, regarding a Cultural Broker from Sacramento County's Cultural Broker Program

Rose Family
Creative Empowerment Center
2251 Florin Rd #300
Sacramento, CA 95822

Re: Margo Santana

This letter is regarding Ms. Margo Santana, a Cultural Broker at Del Paso Heights/North Sacramento and North Highlands/Foothill Farms. Ms. Santana has been a very present help to our family in working with our daughter, XXX. Since Ms. Santana took on XXX's Case, she has consistently checked on, visited, called, and when needed, been a source of counseling and correction for XXX in addition to keeping us informed.

Since we live in San Diego and cannot afford to get back and forth from Sacramento as often as needed, Ms. Santana has been our eyes, ears, hands, and feet! She worked diligently to help secure XXX a place to stay, food, clothing, furniture, and bus passes so she could attend her classes and still helps her.

She recently visited XXX and once assessing her situation, made the decision to take Joy to Heritage Oaks Mental Health Hospital. She called to inform us of her decision which turned out to be timely and accurate based on the evaluation from the hospital's Social Worker. XXX had apparently ran out of her medication and lapsed into an erratic paranoid state. The Dr. from the hospital admitted XXX immediately. This is just one example of the type of care and assistance our daughter XX has received and have been receiving since Ms. Santana has been her Cultural Broker!

My husband Frank and I would like for Ms. Santana to remain XXX's Cultural Broker. I know XX X probably don't want the oversight and accountability but she needs it! I pray this request can be granted as Ms. Santana is not just helpful for Joy but also for us. It's very hard to find someone who, not only genuinely cares for others but is very dedicated to helping XXX become a better person.

Thanking you in advance for your time and consideration!

Sincerely,

Grandparents XXX



**Letter from a CPS Social Worker, regarding Sacramento County's Cultural Broker Program
County of Sacramento**

August 31, 2018

To Whom It May Concern,

I am a Dependency Social Worker with the Sacramento County Child, Family and Adult Services Department. My position works with families to reunify parents with their children, amongst other duties. I have had the pleasure of teaming with the Cultural Broker Program on four of my family cases. This program has been an invaluable asset for my families and I highly encourage the expansion of the Cultural Broker Program in this county. I am certain it would generate better outcomes for our families and ensure greater safety for our children.

On one of my cases, Rawkisha Crawford has worked closely with the mother on this case, who is highly compliant and has been successfully reunified with her younger child. Rawkisha was closely matched in age and race to the mother on this case and was able to quickly establish rapport, despite the mother having some resistance to the program initially. Rawkisha rapidly assessed how best to support this mother and has since become a close support person that the mother regularly reaches out to. The mother has since moved into permanent housing, obtained furniture and other needed items, filed and showed up for family court (regarding her two non-Dependent sons), and firmly established herself in 12 Step Recovery. Rawkisha came to this case at a critical point, as the mother had made significant progress in her case plan; however, after having her son returned to her care and obtaining stable housing, the mother had begun to isolate and stop working towards completing her case plan. Rawkisha helped this mom stay in action and also helped her navigate challenging circumstances with the housemate the mother had been paired with. Rawkisha has been an invaluable asset to this family and to this case.

On another very challenging case, Margo Santana has been a critical team member in helping a young mother whom the Department had recommended to terminate family reunification services. Post-trial, the relationship between mother and Department had become very challenging, and the mother had difficulty working with the Department in a cooperative manner. This mother had been given a small window of extended services and, were it not for Margo's invaluable teaming with this mother, as an outside, culturally competent support person, the mother may not have had the following recommendation of continued services at her next Court hearing. While it is not known what the ultimate outcome of this case will be, the mother has an opportunity which she may otherwise not have had, were she not supported by Margo.

Lastly, I have nothing but the greatest praises for the amazing, kind, tenacious, and all together wonderful Monique Campbell. She is on two of my cases and I truly believe God himself sent her to these families. She has been absolutely invaluable for my families. It has been like having a second Social Worker for these cases. Both cases are high-needs cases, in very different ways. It was Monique who stood with me at the STARS graduation for the father of my case, and took the mother on this case out to search for housing. Monique was a regular contact support person for the mother and particularly the father on this case. Today, the mother and father have stable housing, are clean of all substances, and are just waiting on a judge to approve an order to return the child to the care of both parents. Monique staffed regularly with me regarding this case and helped us address lingering concerns for these parents. Monique has a large part in the success of this case and I for one, wish every Dependency Social Worker had Monique on their cases. However, I am selfish, as I would want that amazing Social Work for my families first.

The second case I was blessed to have Monique team on involved a very hard to engage mother and teenage son who was having a very difficult time. With all sincerity and honesty, this child is safe and in a loving home today precisely because of the hard work Monique did on behalf of this child. The Department was failing this child in trying to find a suitable placement and the longer he remained in his group home, the more his unsafe behaviors escalated, placing himself in great danger. This child came to our Department without the more egregious behaviors we often see from our traumatized youth. This child was respectful, kind, etc.; however, after significant time in the system, he was slowly becoming acculturated to the extreme,

unsafe, institutionalized youth behavior. This child could have easily slipped through the cracks, headed to incarceration as so many of our young black male children do. Today this child has strong, loving, and supportive black foster parents, who expect greatness from him and have given and received the respect this child is capable of. He is playing football, going to school, and has foster parents that see him and are showing up for him. Monique singlehandedly found this placement for this child. Monique has tracked down and engaged the mother on this case, despite the mother's best efforts to hide. While the mother still has not begun her case plan activities, the child has made significant progress in becoming willing to move from the albeit less than desirable placement into one that is helping to build this child up into a better, capable, strong black man. I just wish I had Monique on all my cases. I just wish all of our children, all of our families had such powerful advocates on their team.

Here's to expanding the Cultural Broker Program and changing the lives of our black families and building up and empowering the future generations.

Best,

Danielle Wood, MSW
(916) 875-6318
3331 Power Inn Road
Sacramento, CA 95826

Cultural Broker Program

When HOPE, SUPPORT and HARD Work is What You Need!



Pictured: Mary (9), Jeramiah (2), Dominique (Mother), Cora Hardy (Executive Director Better Life Children's Services), LaDonna Lee, Cultural Broker

Labels, poor choices, heartbreak, death, and emotional pain, any of these alone can set your ship off course. Dominique Sawyer had all these factors that resulted in her family coming to the attention of the Sacramento County Child Welfare system.

Yes, the children needed protection, BUT this mom needed time to work through the high waves of addiction and dangerous swells of untreated and unaddressed past trauma she had endured. She had a "story," skillfully crafted to draw sympathy from others and not draw ire from Child Protective Services (CPS), but there was much more to her than the "story" she told.

A sensitive and intuitive CPS Social Worker, knew she needed more, someone on "her side" to help her navigate the rising tide of challenges that could have resulted in losing her children.

A new innovative program funded by the Department of Child, Family and Adult Services (DCFAS), the Sacramento County Cultural Brokers program, had recently launched and her social worker insightfully referred her for Cultural Broker services and supports. In Sacramento County, close to 40% of children in foster care are African American (AA). The Cultural Broker program is specifically designed to work collaboratively with families, social workers, the Court, foster parents and the community in an effort to decrease the disproportionate number of AA children in foster care. Cultural Brokers receive extensive training from DCFAS about the various parts of the CPS and available resources. The Cultural Broker serves as an advocate who helps parents navigate the murky and often confusing waters of the Child Welfare system, with its legal mandates, court orders and timelines that can cause additional stress and overwhelm. The referral was made at a time when the situation was at an accelerated pace that could have ended Ms. Sawyer's legal parent/child relationship with her children, resulting in yet another dire statistic.

The assigned Cultural Broker, LaDonna Lee, was knowledgeable about the mandates and child safety focus of CPS, and also had shared cultural and life experiences. Ms. Lee spent hours discussing options with Ms. Sawyer, encouraging her to accept the "walk together" approach of the Cultural Broker program, and Ms. Sawyer ultimately accepted the offer.

Ms. Lee skillfully assisted her with focusing on what had to be done to give her the chance she desperately needed to get her children back and recover from the lifelong impacts of trauma.

Together, the Cultural Broker and mother had tough, courageous conversations. There was not hand-holding, but hand supporting, and Ms. Lee attended court hearings and meetings with Ms. Sawyer. All of this, along with sheer hard work, is what gave Ms. Sawyer the impetus to comply and fight. She was told she needed to be determined and show tenacity to fight for herself and her children.

When the time was running out legally, discussions were being bandied about regarding “bypassing” the mother for services. Ms. Sawyer, with her newfound courage, and her Cultural Broker rolled up their sleeves together and turned the tide.

Today Dominique Sawyer is over two years clean and sober, living in her own home, working, and providing a safe and nurturing environment for her three children. Yes, she had heartache, pain, and addiction; but those are in her “history vault.”

With the support of her Cultural Broker, who as the mother states, “got her in ways deeper than can be expressed in a written court document”, Ms. Sawyer began to see herself as courageous, worthy, and whole enough to safely care for her children. When she started to believe it and live it, it could not be denied by others. The Cultural Broker’s understanding of CPS and the Child Welfare system, along with her supportive approach, allowed Ms. Sawyer and her family to prevail. Further, the collaborative approach built trust between the family, DCFAS and the Court.

In Ms. Sawyer’s words, **“This program should be available for every mother”!**

EVALUATION REPORT TO BOARD OF STATE
AND COMMUNITY CORRECTIONS
AGREEMENT # 862-17
AUGUST 14, 2020



HEALING THE HOOD PROGRAM

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Executive Summary

The Healing the Hood (HTH) program is intended to reduce community violence committed by high-risk youth living in the seven neighborhoods of Sacramento County that experience the highest rates of African American child death, including death by third-party homicide. HTH consists of services intended to reduce youth involvement in violence, especially violence associated with gangs, and crisis incident response, a violence interruption strategy for preventing escalation and reprisals. HTH was originally conceived as a replication of the Los Angeles County Gang Reduction & Youth Development (GRYD) program, but was adapted in response to the Sacramento context and resources.

Overall Assessment and Project Accomplishments. HTH was an effective strategy for Sacramento. HTH reached its intended population, with more than 186 youth receiving services and almost 50% of those identified as at high risk of gang involvement, and with data available at more than one point of time, demonstrating reduced risk over time. HTH crisis response staff responded to 124 crisis incidents by deploying to the hospital to meet a victim of violence, providing mediation, and working with the victim or victim's family to provide immediate services. In addition to these accomplishments, HTH has: (1) established a crisis response protocol that coordinates efforts across law enforcement, gang-intervention programs, and HTH Community Intervention Workers (CIWs), (2) built the capacity of the Community Incubator Leads (CILs), the community-based organizations that are responsible for the implementation of HTH in the community; (3) increased the professional skills of the CIWs, who work directly with the youth as mentors, advocates, and case managers; and (4) strengthened relationships between community organizations and public agencies.

Achievement of Project Goals. HTH had two goals: reduce community violence committed by high-risk youth living in seven targeted communities in Sacramento County and increase community capacity to intervene with gang-involved youth crime through a multilevel response to reduce likelihood of retaliation or escalation. The strongest evidence for the effectiveness of HTH in reducing community violence committed by high-risk youth is the reduction of youth homicides in the city of Sacramento to zero in 2018 and 2019. This evidence is supported by an analysis of data from the city and county law enforcement agencies, presented in the [Black Child Legacy Campaign Crime & Safety Report](#). The report compares data from fiscal year 2016-17 to fiscal year 2018-19 and found decreases in several community violence indicators. For example, in the HTH communities overall, the rate (per 1,000 residents) of shooting crimes decreased by 37% and the juvenile arrest rate (per 1,000 residents, 0-17) decreased by 23%. We recognize that crime and arrest rates are affected by many variables. At the same time, the information about HTH services and the consistent pattern of

decreases in community violence and the zero youth homicides in 2018 and 2019 indicate that HTH has contributed to the reduction of violence in Sacramento.

Achievement of the second goal of increasing community capacity to intervene with gang-involved youth crime is evident through the development of a [crisis incident response protocol](#) and a network of CILs and their HTH staff that is able to communicate quickly and mobilize resources to address violent incidents involving youth. The reduction in violence overall seen in the Crime & Safety report also indicates a reduction in retaliatory incidents.

Problems and Barriers. The evolution from the planned replication of the GRYD model to a program that matched Sacramento's situation took time and learning. The CIWs, who were hired for their ability to be effective street outreach workers and youth mentors, had to take on the roles of social worker/case managers and service navigators. As a result, HTH implemented a service model with fewer phases than GRYD, adapted youth assessments to a simple rating scale, and focused attention on building the skills of the CIWs. Because of the commitment and efforts of the CILs, HTH was able to serve youth and respond to crises effectively despite the limited resources. However, as seen in the report, some aspects of data collection were affected negatively.

Unintended Outcomes. A significant positive outcome that was not part of the initial plan was the development of a formal relationship with the hospitals that treat the victims of violence. By creating clear protocols and identification procedures, the crisis response teams were able to work with hospital staff to reduce the escalation of youth violence and reprisals that can occur when victims are taken to the hospital with traumatic injuries. In addition, CILs developed communication systems for coordinating crisis response across neighborhoods when violence was related to geographic boundaries dominated by rival gangs.

Lessons Learned. The majority of HTH's participants were eligible for prevention activities rather than intervention. As a result, we saw less change in the ratings of gang involvement than expected. When a young person starts at a relatively low level of gang involvement on a four-point scale, they have little room to move to less gang involvement. We determined that the reason for the high proportion of prevention participants was that the school district was the major source of referrals, with fewer referrals coming from the Probation Department. We are working with probation and other law enforcement partners to increase the proportion of youth who are at greater risk of gang involvement. In addition, we have coordinated with Advance Peace, which has a model for working with the youth who are gang-involved to the extent that HTH's interventions may be insufficient.

Project Description

The Healing The Hood (HTH) Program leverages the structure and resources of the [Black Child Legacy Campaign](#) (BCLC), which was created to reduce the disproportionate rates at which African American children die compared to all other children in Sacramento County. Both BCLC and HTH are managed by staff of The Center (Center for Health Program Management: Sierra Health Foundation) and implemented through a network of seven community-based organizations who serve as Community Incubator Leads (CILs). HTH includes prevention and intervention services directed at youth who are at high risk of joining a gang and gang-involved youth and their families. It also includes crisis incident response, focusing on violence interruption to prevent escalation. CILs implement HTH in partnership with school districts, Department of Probation, and local service providers. Youth are referred to CILs by school districts and Probation, and CILs assign the youth to Community Intervention Workers (CIWs), trusted messengers with lived experience, who serve as case managers. (See Appendix A for the HTH Program Logic Model.)

The primary goal of HTH is to reduce community violence committed by high-risk youth living in seven targeted communities in Sacramento County. HTH was originally planned as a replication of the Los Angeles Gang Reduction and Youth Development (GRYD) program, but was adapted to the Sacramento context and resources. The second goal is to increase community capacity to intervene with gang-involved youth crime through a multilevel response to reduce likelihood of retaliation or escalation.

The objectives of the program, encompassing both goals, were the following:

- 70 youth (10 per site) will have completed a seven-phase program (either the prevention or family case management intervention).
- At least 80% of participants receiving preventive services will have a decreased risk of gang joining and antisocial tendencies as indicated by pre/post scores on the Youth Services Eligibility Tool (YSET), or comparable tool tailored to Sacramento, and increased participation in school and other positive activities.
- At least 80% of participating youth who are engaged in gang activities and/or criminal behavior upon entry will reduce involvement as indicated by YSET and secondary data provided by law enforcement.
- CIWs, CILs, and county and city law enforcement will report reduced retaliatory incidences following gang-related shooting or other violence.

Evaluation Design and Data Collection

The process evaluation to assess project implementation and the outcome evaluation to evaluate the effectiveness of HTH had multiple components and data sources from different projects. The questions, data sources and methods for data collection and analysis for the process and outcome evaluation are described below.

PROCESS EVALUATION

The following questions guided the process evaluation:

- 1) Who is being served by HTH?
- 2) How many crisis incidents have occurred? What is the response of HTH Community Intervention Workers and BCLC staff to crisis incidents?
- 3) What is the quality of the CILs implementation of HTH?
- 4) What are challenges to implementation?

Data for questions 1 and 2 was obtained first from the CIL records and later from the online case management system that was designed for HTH. Data collected for each participant included demographic data, goals, and referrals. Crisis incident data included type of incident, incident and response details. Both demographic and crisis incident data was entered on an ongoing basis and summarized for the quarterly reports.

Questions 3 and 4 were addressed through document review of the CIL progress reports and quality assessments (QAs) that were in place as part of the evaluation of BCLC. The QA uses a structured rubric to assess the performance of each CIL on 11 dimensions, including a dimension focused on HTH implementation, which was added to the rubric in January 2019. The rubric is applied by QA teams, which include representatives from other CILs, public agencies, and The Center. The CILs receive feedback based on the QA visit and the scores are used to track changes in implementation quality over time. The 11 dimensions are also used to organize the progress report. The HTH dimension was added to the July 2019 progress report (for reporting period January-June 2019). The QAs and progress reports are biannual and we have two of each as a source of data for the evaluation.

Information on implementation quality was supplemented by findings from a small evaluation study conducted by Jeremy Prim, a UC Davis graduate student in the American Evaluation Association Graduate Education Diversity Internship Program. This study was carried out in early 2020 and focused on the relationship between HTH and the Sacramento Unified School District to better understand what is working well and what improvements could be made. Three semi-structured interviews were conducted with one CIW, one BCLC technical assistance (TA) provider, and two

SCUSD Support Services staff (who were interviewed together). The interviews focused on the roles, responsibilities, and perceptions of HTH's effectiveness. In addition, program-related documents, including Memoranda of Understanding between different school districts and The Center, were reviewed to further understand the relationships and expectations of the program and anticipated impact on the youth. (Summary report is available on request.)

OUTCOME EVALUATION

The main questions guiding the outcome evaluation were:

- 1) What proportion of participants receiving preventive services have decreased their risk of gang joining and antisocial tendencies and increased their participation in positive activities?
- 2) What proportion of participants receiving intervention services have reduced their involvement in gang activities and/or criminal behavior?
- 3) To what extent has community violence committed by high-risk youth living in the seven targeted communities decreased?

To answer questions 1 and 2, CIWs were asked to rate the extent of a youth's gang involvement on a four-point scale—with 1 being the lowest (little or no involvement) and 4 being the highest (a member of a gang/clique)—at the time of referral and at the end of the program or most recent interaction for each participant.

Data for question 3 was gathered through an existing contract with LPC Consulting Associates, Inc. who analyzed data from the Sacramento County Sheriff's Department, the county Probation Department, and the City of Sacramento Police Department to compare changes in rates of crime and related indicators from fiscal years 2016-17 to 2018-19 for the county as a whole and for the neighborhoods served by BCLC.

In addition, the report includes the results of an analysis of the cost of third party youth homicides in Sacramento County from 2014-2019. The analysis was conducted as part of the COVID-19 HTH CARES Advocacy and presented to the Sacramento City Council and Mayor on July 28, 2020 by Dr. Ijeoma Ononuju, who leads the Del Paso Heights BCLC program. Drawing on [a series of studies](#) by the National Institute for Criminal Justice Reform of the cost of gun violence in Stockton, Fresno and San Bernardino, Dr. Ononuju used an estimated cost per homicide of \$2.5 million based on expenses associated with crime scene response, the criminal justice process, incarceration, and other costs. The number of homicides from 2014-2017 came from data compiled by the Child Death Review Team and reported in the *Community Indicator Report* and publically available data was used to calculate the three-year rolling averages from 2018 and 2019. The analysis consisted of calculating the difference between the number of homicides in 2014 and the number of each year. The sum of the

differences, which reflected both reductions and increases in homicide, was multiplied by \$2.5 million.

DATA COLLECTION CHALLENGES

HTH faced several challenges in collecting data to measure outcomes. First, after discussions with the GRYD staff in the Los Angeles Office of the Mayor, we determined that the YSET was not appropriate for the Sacramento context. The extensive, multi-scale YSET needs to be administered by professional case workers, while Sacramento's HTH relied primarily on the CIWs for case management in addition to their roles as mentors, advocates, and service navigators for the youth. The CIWs received ongoing professional development, including on data collection and the importance of formal assessment, but some found it challenging to balance the need to build a trusting relationship with the youth with the requirement to administer an assessment tool with sensitive questions. After trying other tools without success, we decided to use the four-point scale of gang involvement described above. In addition to the challenges of finding an appropriate outcome measure, the development of the online database to gather data systematically took longer than anticipated. The multi-faceted nature of the program, encompassing both service delivery and crisis response, involved ongoing engagement with the database developers. When the database was ready, extensive training was required to enable the transition from paper documentation to online records.

Findings and Discussion

This section presents the findings organized by the evaluation questions listed above, followed by a discussion section.

PROCESS EVALUATION

This section will respond to the process evaluation questions identified above. Most data are available for the contract period (May 2018-April 2020). However some information was only collected systematically once the database was in place.

Demographics of Healing the Hood Participants

A total of 186 youth enrolled in the HTH Program from May 2018 to April 2020; 102 youth enrolled in prevention services and 82 youth enrolled in intervention services. Data for type of services received was missing for two enrolled youth. The following figures show the demographic characteristics of the HTH participants whose demographic data were included in the database. Of 93 youth enrolled in the Healing the Hood Program, most (84%) were male and African American (90%). Most of the participants (95%) fell within the age range of 13-24 years.

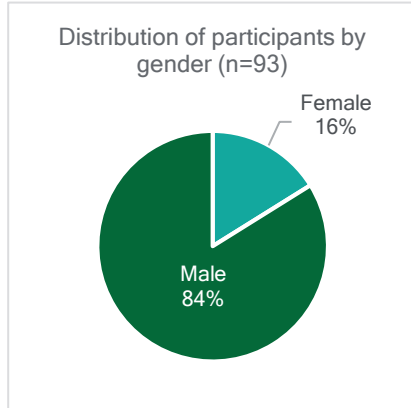


Figure 1

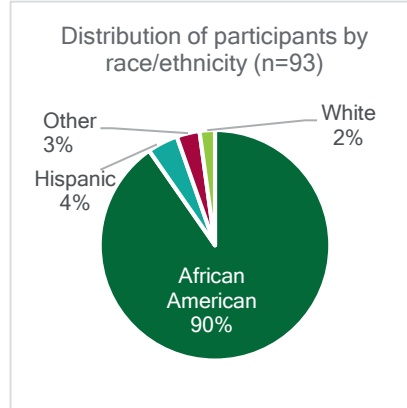


Figure 2

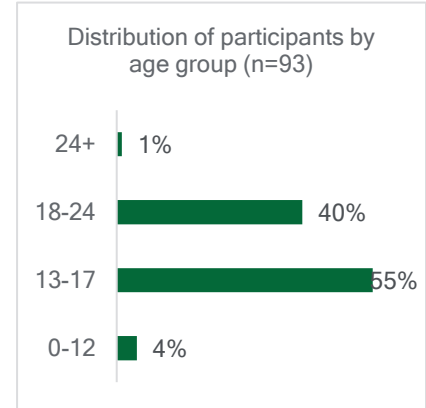


Figure 3

Crisis Incidents and Response

Overall, there were 124 incidents that the CIL and/or CIW responded to from May 2018 to April 2020. About half of the responses (51%) involved connecting with a victim or victim's family to provide immediate services; 33% of the responses were deployment to the hospital to meet with a victim of violence and 17% of the responses were mediation between gangs to defuse/de-escalate additional violence.

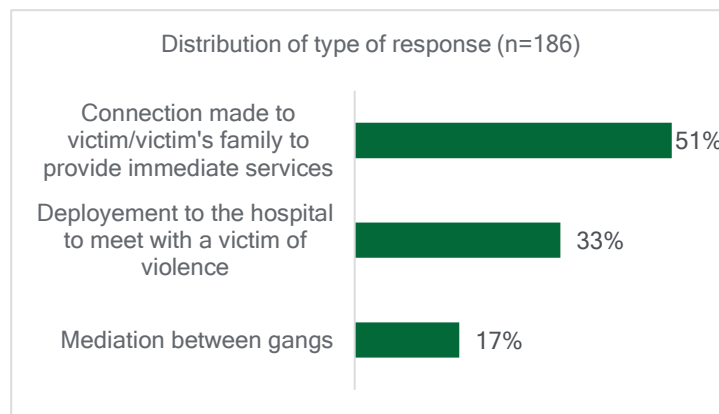


Figure 4. Note: The total number of responses is greater than 124 because some incidents involved more than one type of response.

Quality of Implementation

The CILs implemented HTH primarily through the CIWs, who mentored the youth and advocated on their behalf in settings such as school educational plan meetings and court dates. Based on data from progress reports, CILs felt proud of the work of their committed CIWs with the youth and of the positive changes they were observing in the youth. Through relationship building with the youth and their families, local service providers, schools and other public agencies, CIWs were providing youth

with developmentally appropriate activities, services and referrals they needed to succeed. The high quality of the work carry out by the CIWs is reflected in the following quote from one of the CIL leads:

“Our CIW manages a caseload of youth, she conducts face to face visits, and she responds to violent incidents in our targeted neighborhood and those in surrounding areas. She is often the first one at the hospital to check on the needs of family members who are dealing with a crisis and provide comfort and support. Our CIW also works closely with all of our partners to provide the best resources and programs for the youth and families she serves.”

In addition to individual support, CILS used group events to provide youth development, healing and social opportunities. For example, healing circles and Youth Pop Ups allowed youth to be in a safe space where they could share their feelings, discuss issues without judgment, and develop relationship with mentors who can be a positive role model. Youth Pop Ups are events held by neighborhood organizations on a regular basis (e.g., every other Saturday afternoon, 3:00-5:00) that offer a range of activities that engage youth who might otherwise have been getting into trouble. While not all of these events were funded by CalVIP, they were an integral part of supporting the HTH youth.

CILs also implemented proactive peace events as part of building community capacity for violence interruption, intervention, and prevention efforts. Some events such as neighborhood peace walks, street outreach and marches focused on bringing community members together to engage them in conversation and bring awareness to violence issues and services available. Investing in growing these relationships with community and partnerships with other organizations was a priority of the CILs. CILs also built their own capacity and the capacity of the CIWs to lead the work to reduce community violence. For example, CIL lead staff and CIWs attended the Gang Prevention & Intervention Conference in May 2019, participating in sessions on case management and other intervention strategies. The Center also hosted monthly Healing the Hood Professional Development sessions and several in-depth trainings provided by the Urban Peace Institute with the CILs and the CIWs. The CIWs, who were hired for their ability to be credible, trusted messengers with youth, built their skills through professional development activities and on-the-job training, as illustrated in this quote from a CIL lead:

“For our team being able to see our CIW being more comfortable with knowing his role and you seeing the fruit of that grow in him toward the youth he works with. He has been growing relationships with youth and families he serves. He has a tremendous impact on those youths’ lives with their school attendance, their behavior, respect and therefore has developed

relationships that go beyond just a CIW but a brotherhood of trust and support from the community.”

The QA site visits discussed in the methodology section rates each CIL on each quality dimension, including violence reduction programming, using a four-point scale, with 1 signifying minimal to no evidence of implementation and 4 indicating high quality implementation and potential for long-term sustainability. The CILs average quality assessment score for the violence interruption quality dimension slightly increased from 2.8 out of 4 points in December 2018 to 3.1 out of 4 points in December 2019. The median score increased from 2.7 in December 2018 to 3.2 in December 2019.

Challenges to Implementation

A challenge voiced by several CILs through progress reports was that they did not have enough funding to better serve the youth. An example given was not having enough CIWs to manage all the referrals they received. Some CILs reported leveraging funds from other funding sources to increase their staffing capacity to serve the youth or expand their services. In addition, two CILs who had some early challenges with coordinating activities created a collective action and communication strategy which helped to fill the gaps of service and increase response time to crisis incidents.

Another area of improvement underlined in progress reports and interviews was the collaboration and communication of CIWs with school districts. The following quote from the BCLC technical assistance (TA) provider highlights this challenge:

“The struggles that we have is ensuring that our community intervention workers are community workers who are receiving professional development training, while learning the ins and outs of the school system and building relationships with youth”

This challenge was addressed over time through Memoranda of Understanding between the CILs and school districts and increased CIW presence on campus to build relationships with school personnel, youth and families and to provide de-escalation of incidents.

Without trained case managers guiding the work with the youth, CIWs tailored their activities to each youth rather than following a structured sequence of phases and needed support to maintain adequate records. In addition, the database, which would have eased data collection for the CIWs was delayed, which also contributed to the incomplete data.

Additional challenges mentioned by CILs included the lack of resources to provide families with legal consultation and assistance, the difficulty of keeping track of transitional age youth who are out of school and the continued proliferation of guns in the community.

CILs also indicated that the following were aspects of the work that require ongoing support and attention for HTH success:

- Collaboration across partners when responding to crisis incidents.
- Engagement of the parents of the youth that needed more support.
- Professionalizing the Street Outreach field as a skilled response to community violence and public health, this includes ongoing professional development in the following areas crisis response, case management and trust-building techniques for youth in mental-health crisis.

OUTCOME EVALUATION

Change in Youth Gang Involvement and Participation in Positive Behaviors

Seventy-two participants had two ratings (pre and post) of gang-involvement allowing analysis of change over time. For participants receiving preventive services with data available (n=51), most (90%) did not have a change in gang-involvement score, 10% had an increase in gang-involvement score and none had a decrease in score (See figure 5). The prevention service group had entry scores of one or two on the gang involvement and so the lack of decrease is not surprising. For participants with data available and identified as involved or high risk of being involved in gangs (intervention group) (n= 21), 48% were reported to have a decrease in gang-involvement, as measured by pre/post assessment scores (See figure 6).

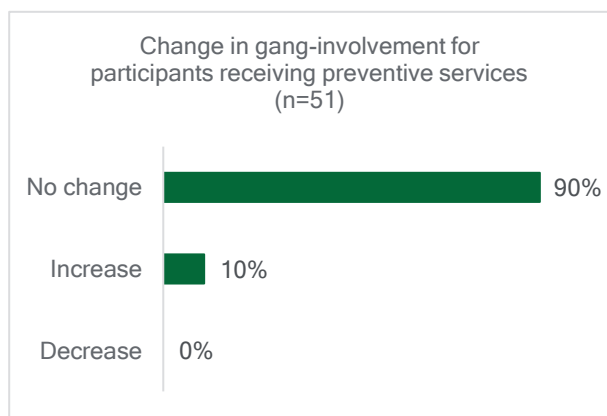


Figure 5

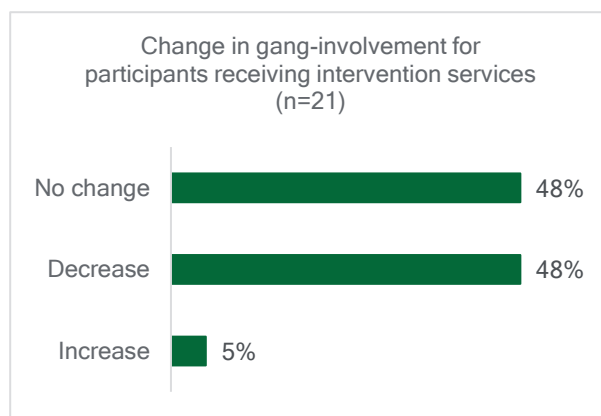


Figure 6

CILs reported feeling proud of seeing positive changes in the youth they were serving such as improvement in their GPA, school attendance and behavior. The following quote from an interview with a CIW highlights the influence of the work of the CIWs in the behavior of youth:

“Now that students want to learn and are continuing to learn and are present with an advocate there to support on their behalf in partnership with the teachers and students, behavior problems are limited.”

The following quote is from a CIL lead who shared in a progress report how HTH has made a difference in the life of a youth:

“One of the proud highlights is working with a youth who was on a trajectory to end up in prison, but decided to stay in school and is excelling in school with over a 2.0 GPA. His life turned around within 4 months with the wrap around services provided. Through positive and supportive youth development, it is rewarding to see youth grow to understand, appreciate and acknowledge their worth and potential. Working with a caseload of youth who constantly and consistently face daily barriers, the work can be discouraging and daunting at times; however, the positive progression that is seen throughout the course of the program offers hope and change is made.”

Changes in Community Violence

An analysis of the changes in rates of crime and related indicators from fiscal years 2016-17 to 2018-19 indicates that great strides have been made in reducing crime in the seven Sacramento county neighborhoods. Juvenile arrest rates for African American children and youth have decreased in both Sacramento and the BCLC neighborhoods between FY2016-17 and FY 2018-19. For the BCLC neighborhoods, the juvenile arrest rate among African American decreased by 23% from 20.6 to 15.8 per 1,000 juveniles. Gang-related crime has also decreased in both Sacramento and the BCLC neighborhoods for the same period. For the BCLC neighborhoods, it decreased by 60% from 0.13 to 0.05 per 1,000 residents. As shown in figure 7 below, rates of shooting, weapon possession, and firearm only crimes have decreased in both Sacramento and the BCLC neighborhoods for the same period.

Specific Crime Rates (per 1,000 residents). Between FY 2016 and FY2018, rates of shooting, weapon possession and firearm only crimes decreased.

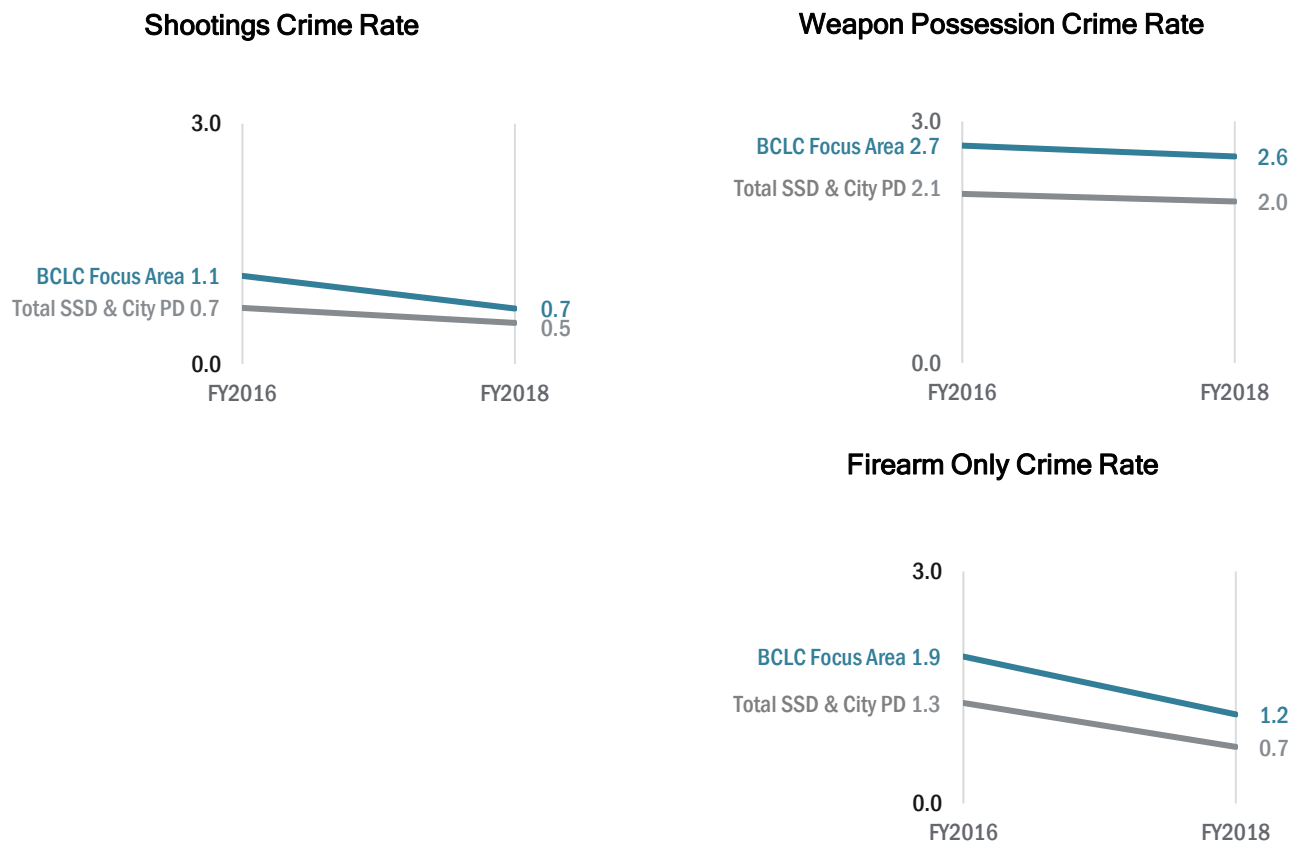


Figure 7. Sources of data:

Data Request, Sacramento County Sheriff's Department, Intelligence Operations Group, 7/1/16-6/30/17, 7/1/18-6/30/19
 Data Request, City of Sacramento Police Department, Crime Analysis Unit, 7/1/16-6/30/17, 7/1/18-6/30/19
 U.S. Census Bureau, 2011-2015 American Community Survey, 5-Year Estimates, data.census.gov/cedsci/
 U.S. Census Bureau, 2014-2018 American Community Survey, 5-Year Estimates, data.census.gov/cedsci/

There is limited data in regards to retaliatory incidents. From a sample of 28 incidents that included this data, seven of those incidents were reported as not being a retaliation, one was a retaliation and 20 as unknown.

Cost Savings Associated with Reduced Youth Homicide

While outside the scope of the original evaluation plan, we are including the results of Dr. Ononuju's analysis described in the Methodology section because it demonstrates the range of outcomes that programs like HTH can have. Using the algorithm described in the methodology section, Dr. Ononuju estimated that the reductions in youth homicide in Sacramento County from 2014 (the baseline year for BCLC) to 2019 resulted in a cost savings of \$15.1 million. To the extent that HTH contributed to

the reductions in youth homicide, they also contributed to saving public funding that could be used to continue support for violence prevention, intervention, and interruption.

DISCUSSION

The evidence presented above indicates that HTH achieved its goals. The combination of the need to adapt the GRYD model to Sacramento's context, the time it took to build CIW capacity for record-keeping, and the delays in completing the database resulted in significant gaps in the data related to the objectives. However, existing data indicates that HTH was implemented effectively, reaching the intended populations, increasing the quality of the CILs' violence prevention, intervention, and interruption activities, and having a positive influence on young people's lives. Evidence that the goal of reduced community violence is found in the decreased crime rates, juvenile arrest rates and, most importantly, the zero youth homicides in 2018 and 2019 in the city of Sacramento. Evidence that community capacity for violence prevention, intervention, and interruption was increased is found in the development and use of the crisis response protocol, the network of crisis responders in neighborhoods throughout Sacramento, and the 124 crises responded to with the supportive services of the CIWs. Other achievements identified in the findings presented above include the increased professional skills of the CIWs, the integration of programming such as the youth Pop Ups with HTH, and the likelihood of cost savings through reduced violence.

Conclusion

HTH was implemented by community-based organizations—the CILs—in the seven Sacramento neighborhoods that experience the highest rates of African American child death in the county. The CILs put HTH in motion by hiring and training the CIWs thus, professionalizing street outreach work. CIWs are individuals who have the ability and lived experiences to develop authentic relationships with youth who were involved in or at risk of involvement in community violence. Schools and probation referred youth to the CILs for screening for HTH. Those that were eligible received mentorship, support, and advocacy from the CIWs, and safe spaces and healing opportunities from other community-based organizations working in partnership with the CILs. The youths' families received support services from the CILs, co-located county agency staff, and other community resources. At the same time, HTH built a network of crisis responders and a response protocol for interrupting community violence before it escalated. As the above discussion of the findings indicates, there is evidence that HTH has been implemented effectively, that community capacity to address violence in the community has increased, and that these activities together have contributed to the reduction in crime, violence, and youth homicide in the county.

Appendix A: Black Child Legacy - HTH Logic Model

Resources/Inputs	Participants	Activities	Short-term Outcomes	Intermediate Outcomes	Long-term Outcomes
<ul style="list-style-type: none"> Existing network of CBOs located in the communities and engaging youth [CILs] Partnership with Sacramento City Unified School District CaVIP and match funding Strong backbone organization Youth motivation Existing relationships with public officials in law enforcement, education, and social services Complementary programs (Black Child Legacy Campaign, My Brother's Keeper) 	Community Incubator Leads (CILs = Community-based organizations that lead the Black Child Legacy Campaign in each neighborhood and coordinate services)	<ul style="list-style-type: none"> Hire Community Intervention Workers Ensure each neighborhood is served by a CIW Work with schools and probation to recruit youth who meet the criteria Recruit and retain at least 10 youth in each neighborhood** Develop violent incident response protocol teams Maintain records for reporting and evaluation 	<ul style="list-style-type: none"> Increased knowledge about how to intervene in response to gang-involved youth crime Use of new tools in response to gang-related shootings or other violence 	<ul style="list-style-type: none"> Reduced retaliatory incidences following gang-related shootings or other violence Skilled community-based workforce 	<ul style="list-style-type: none"> Reduced community violence Sustained community capacity to intervene in response to gang-related violence
	Community Intervention Workers	<ul style="list-style-type: none"> Participate in training Assess youth risk for gang involvement Assess gang-involved youth Develop case plans with families and youth Connect youth and families to CIL multi-disciplinary teams and other resources Track and support youth progress Use structured incident response protocol to respond to gang-related violence 	<ul style="list-style-type: none"> Skilled community based workforce and career path Stronger network for youth support and for their families 		
	Youth and their families	<ul style="list-style-type: none"> Receive culturally competent case management Participate in services and activities identified in individual case plans Continue through all 7 phases of the GRYD model 	<ul style="list-style-type: none"> Increased new positive connections Increased sense of self-determination Decreased involvement in retaliatory incidents 	<ul style="list-style-type: none"> Decreased risk of gang joining and antisocial tendencies (for prevention cohort) Reduced gang involvement (intervention cohort) increased participation in school and other positive activities 	



Black Child Legacy Campaign

County Departmental Updates

December 8, 2020

Child, Family and Adult Services

Michelle Callejas, Director

Human Assistance

Ann Edwards, Director

Probation

Lee Seale, Chief Probation Officer

First 5 Sacramento Commission

Julie Gallelo, Executive Director

County Partnerships

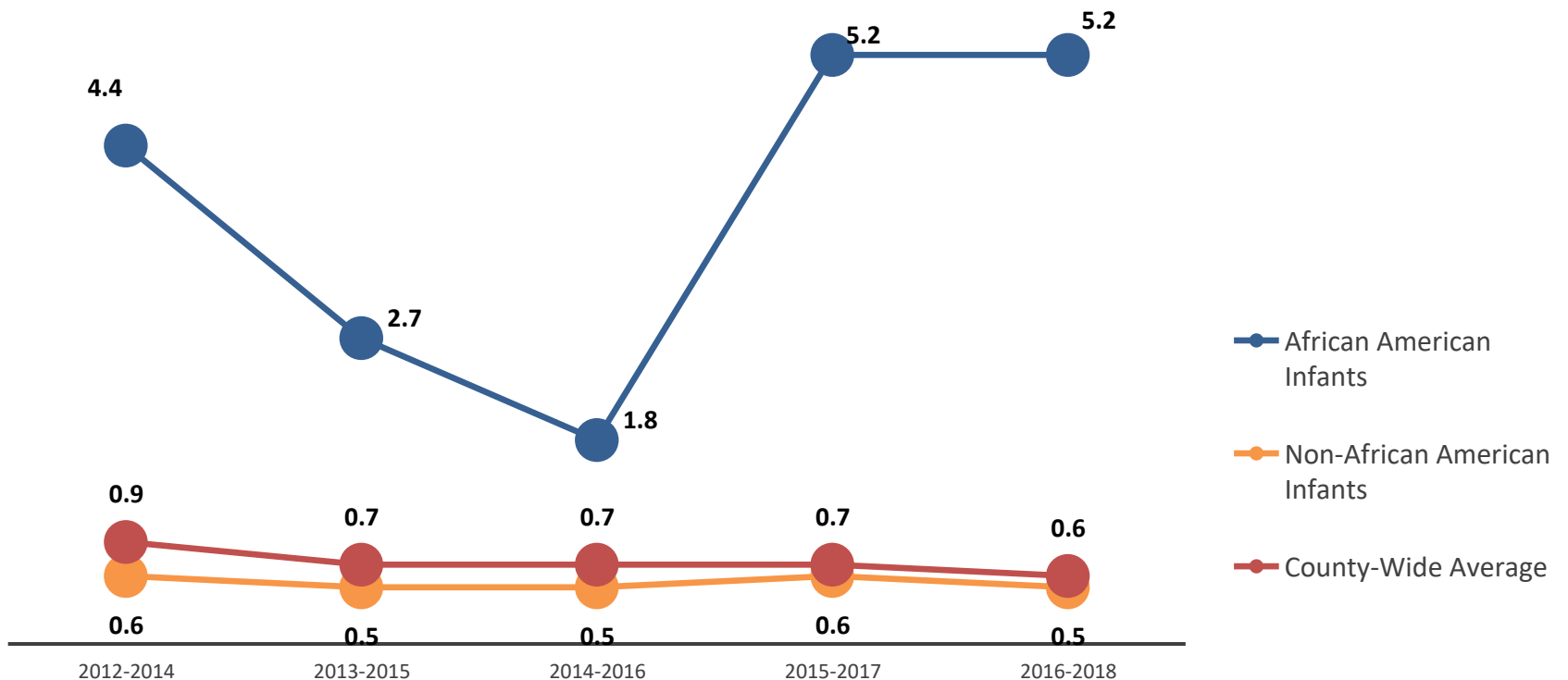
- Community Incubator Lead Sites
 - Co-located staff from DHA, Probation and DCFAS
- Multi-Disciplinary Team Meetings
- Community Events
- Cultural Brokers

CPS Cultural Broker Program

Almost 200 families served in 2018-19

- 27 families safely reunified
- 95% of families stated they were satisfied
- 86% indicated improved trust with CPS
- 78% indicated better understanding of safety risks

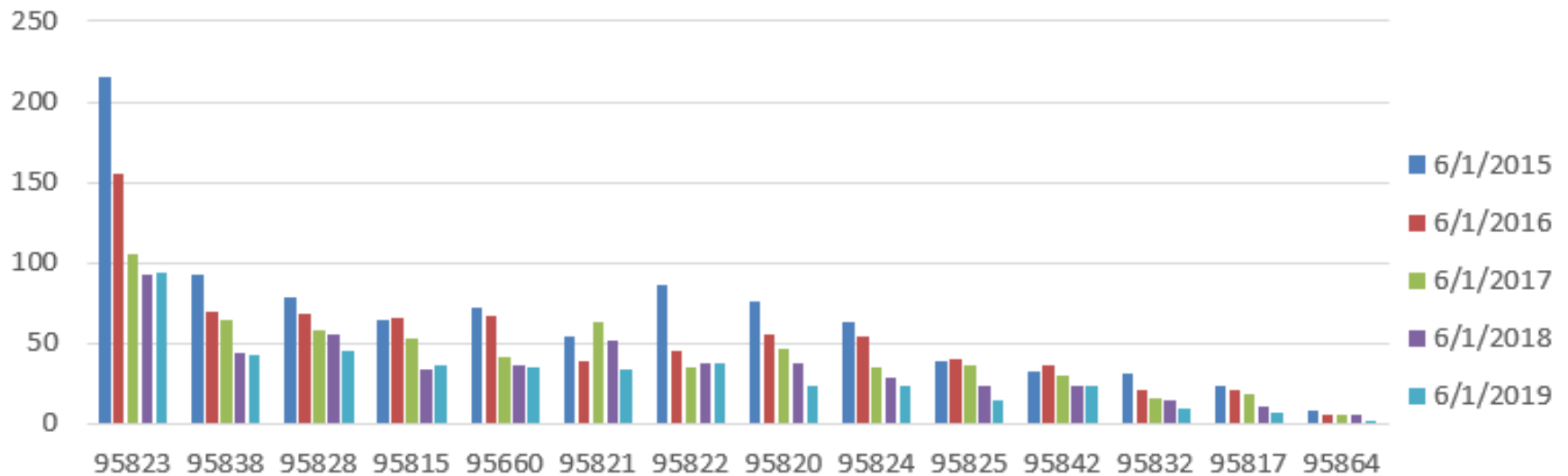
Countywide Trend Data – Rate of Child Death (0-17) Due to Third Party Homicide



Source: Sacramento County Child Death Review Team Report 2012, 2013, 2014, 2015, 2016, 2017, 2018. Rate is per 100,000 children

Probation Performance Indicators

Counts of Juvenile Wards within CIL neighborhoods



*snapshot taken on the 1st of June for 5 years

First 5 Sacramento's Partnership with BCLC

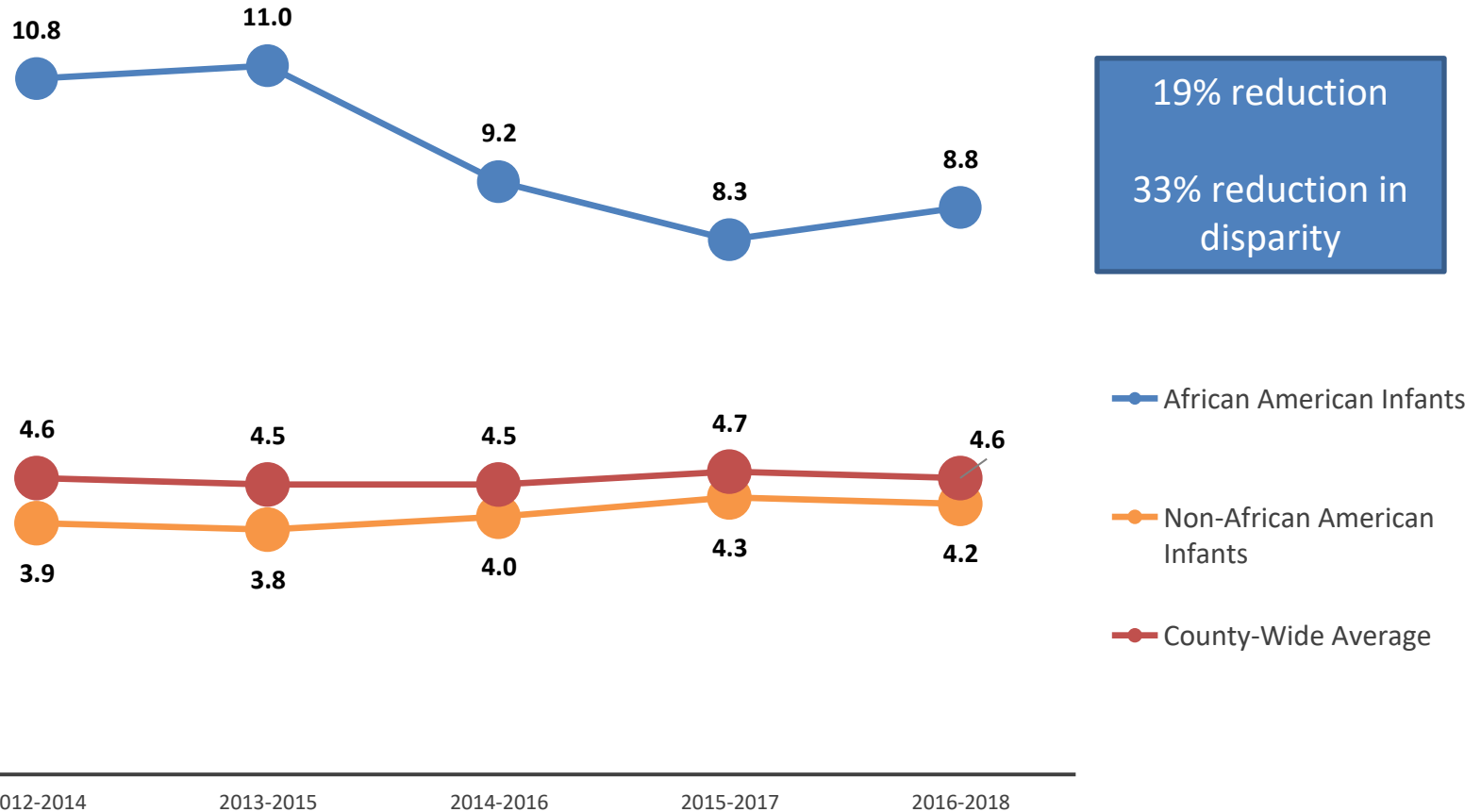
First 5 Sacramento

- Partner funding complementary efforts
- Steering Committee – staff support
- SacHealthyBaby
- Unequal Birth partnership with Public Health
- Safe Sleep Baby
- Pregnancy Support Program
- Family Resource Centers



Countywide Trend Data – Rate of Infant Death

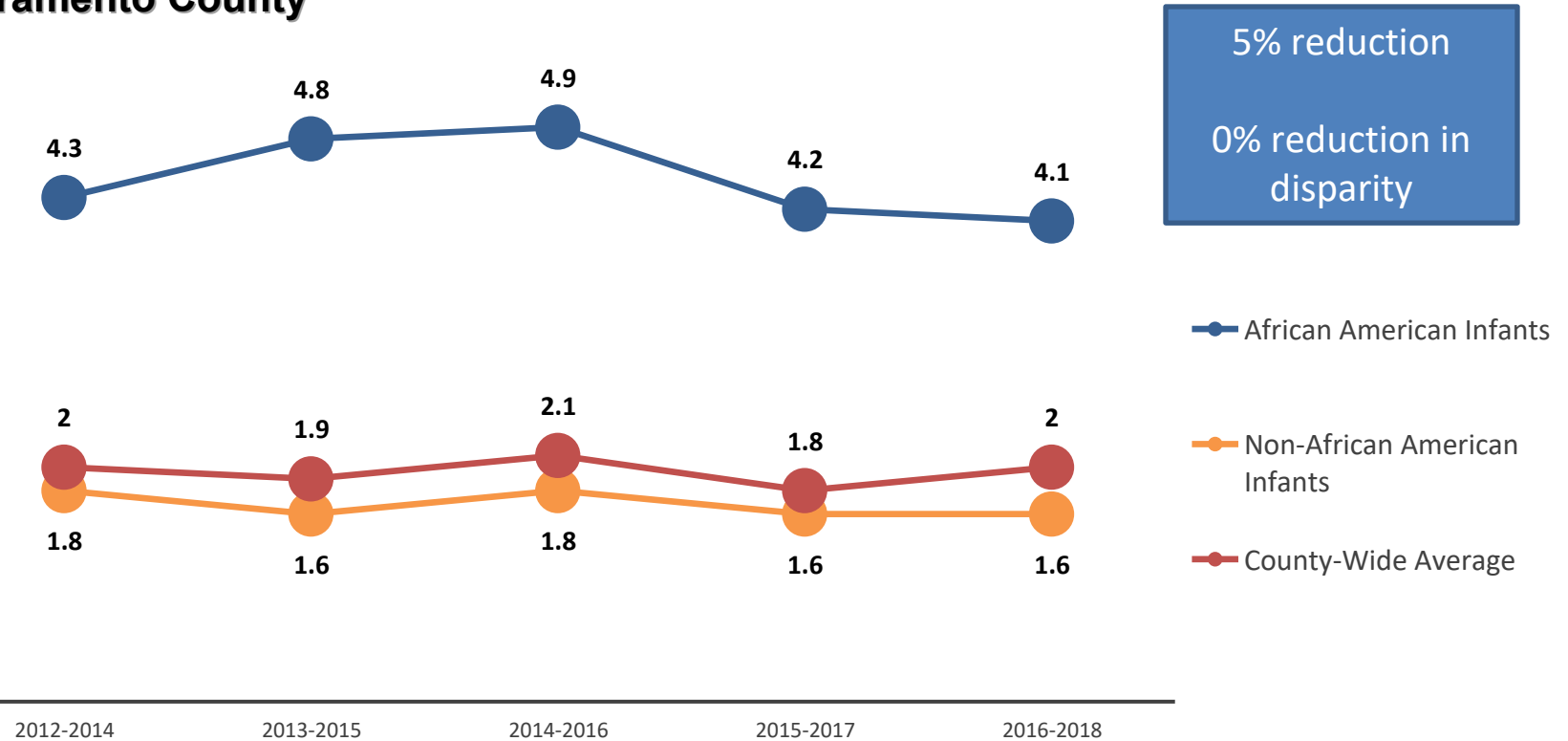
Three-Year Rolling Average Rate of Infant Death in Sacramento County



Source: Sacramento County, Department of Health Services, Public Health Division, Epidemiology Program, Birth Statistical Master Files.
Rate is per 1,000 infants.

Countywide Trend Data – Rate of Infant Death Due to Perinatal Causes

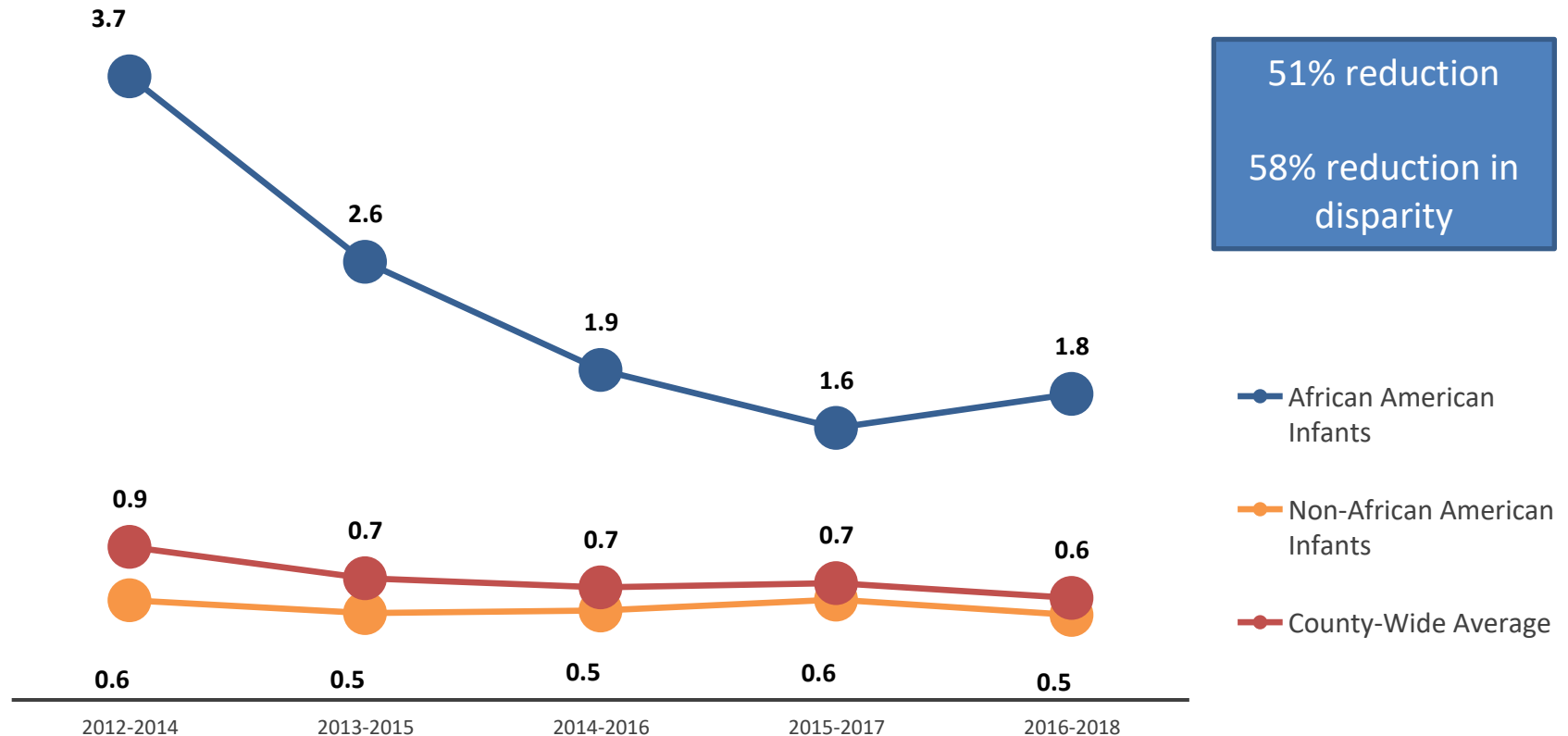
Three-Year Rolling Average Rates of Infant Death Due to Perinatal Causes in Sacramento County



Source: Sacramento County Child Death Review Team Report 2012, 2013, 2014, 2015, 2016, 2017, 2018. Rate is per 1,000 infants.

Countywide Trend Data – Rate of Infant Deaths due to Sleep-Related Causes

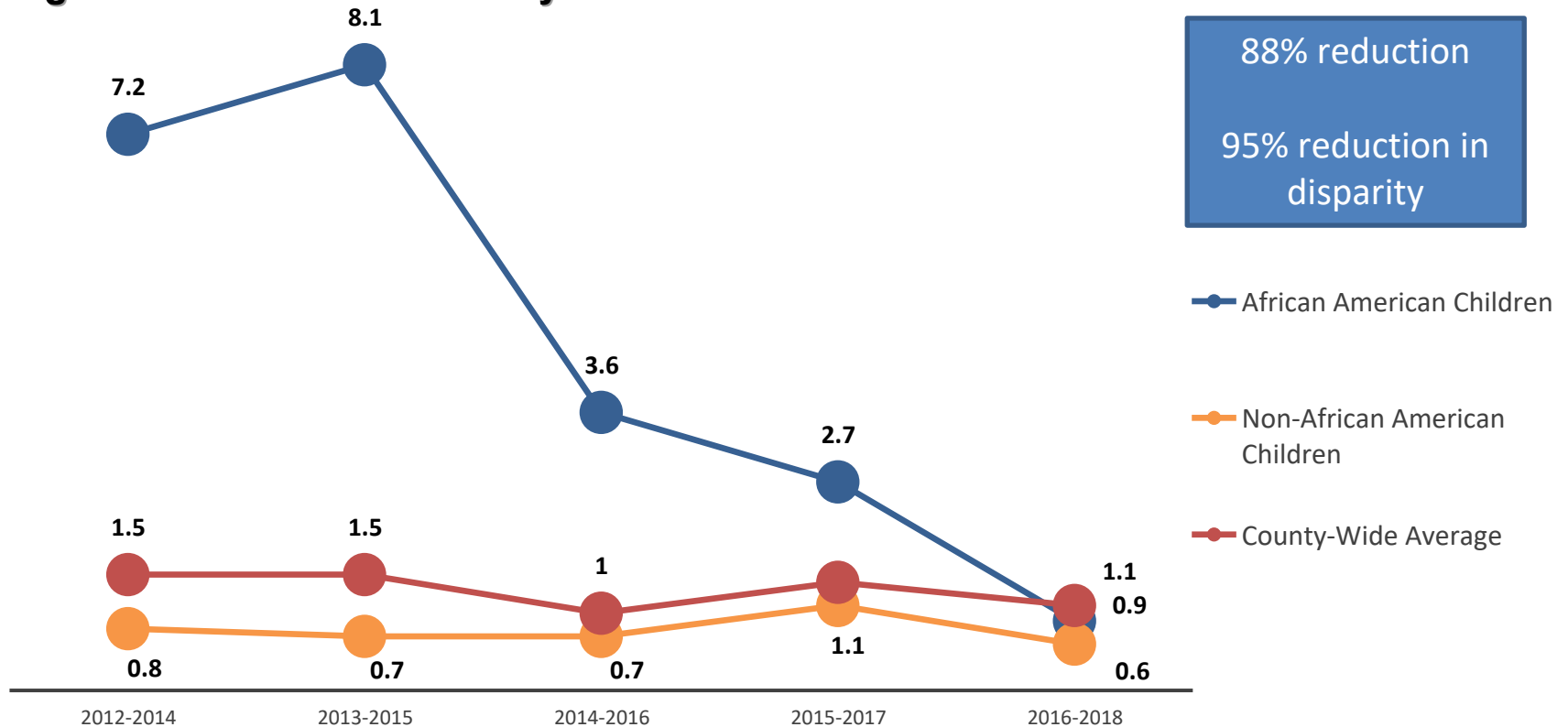
Three-Year Rolling Average Rates of Infant Sleep Related Deaths in Sacramento County



Source: Sacramento County Child Death Review Team Report 2012, 2013, 2014, 2015, 2016, 2017, 2018. Rate is per 1,000 infants.

Countywide Trend Data – Rate of Child Deaths (0-17) due to CAN Homicides

Three-Year Rolling Average Rates of Child (0-17) Death due to Child Abuse and Neglect in Sacramento County



Source: Sacramento County Child Death Review Team Report 2012, 2013, 2014, 2015, 2016, 2017, 2018. Rate is per 100,000 children

Questions?



BLACK CHILD LEGACY CAMPAIGN
ANNUAL SUMMARY
DECEMBER 2020

Black Child Legacy Campaign



Building a Solid Infrastructure

Sacramento County
Interagency Children's
Policy Council (ICPC)

**STEERING COMMITTEE ON REDUCTION
OF AFRICAN AMERICAN CHILD DEATHS**

Community
Leadership
Roundtable (CLR)

RAACD Technical Assistance Resource Center (TARC)



KEY

RAACD: Reduction of African American Child Deaths

ICPC: Interagency Children's Policy Council

CLR: Community Leadership Roundtable

MDT: Multi-Disciplinary Team

HTH: Healing the Hood

CIW: Community Intervention Worker

CIL: Community Incubator Leads



The Big Picture

Five Years Into the Black Child Legacy Campaign

The results have been nothing short of amazing. After just three years of implementation, the Black Child Legacy Campaign:

- Reduced the rate of African American child deaths by 30 percent
- Reduced the rate of African American infant deaths by 19 percent
- Achieved a reduction of 58% in disparity for infant sleep-related deaths
- Saw one African American juvenile homicide in 2018
- Assigned 166 Cultural Broker referrals since February 2018 through the Sacramento County Cultural Broker Program
- On March 2, 2019, the success of the Black Child Legacy Campaign was recognized by the National Association of Counties Health Steering Committee

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How We Got Here

1989-2009
Black children in Sacramento County die at twice or three times the rate of White, Asian and Latino children

2011
Board of Supervisors creates a Blue Ribbon Commission to study the disparity

2009
Child Death Review Team presents death disparity data to the Sacramento County Board of Supervisors

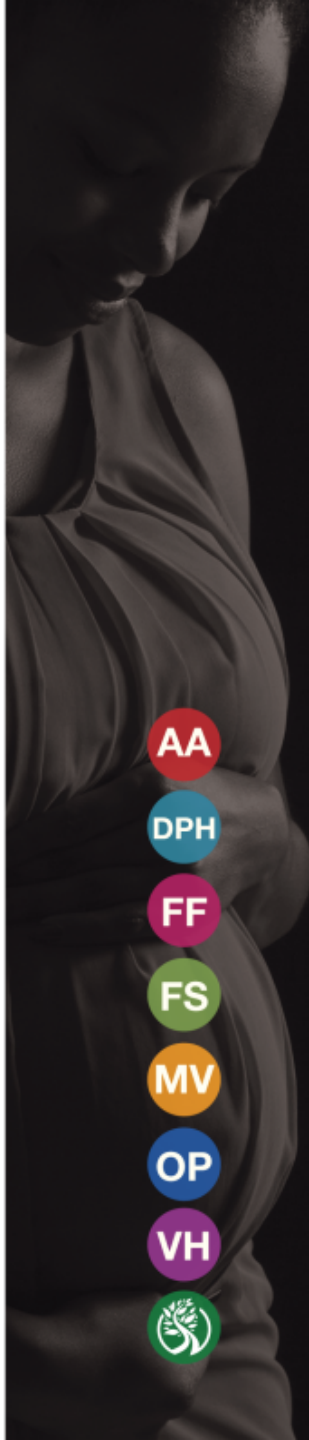
2013
County adopts Blue Ribbon Commission recommendations

2015
County resolution creates Steering Committee on Reduction of African American Child Deaths (RAACD). Goal is to reduce child death disparity by 10 to 20 percent by 2020. Focus is on four issue areas: perinatal conditions, infant sleep-related deaths, homicide due to child abuse and neglect, and third-party homicide. Sacramento County invests \$30 million over five years.

2015
RAACD creates the Black Child Legacy Campaign

2016
Black Child Legacy Campaign surpasses the 10 percent reduction goal after only one year of implementation

2018
After three years of implementation, the Black Child Legacy Campaign shows significant improvements in outcomes for Black children and the strength of its collective approach



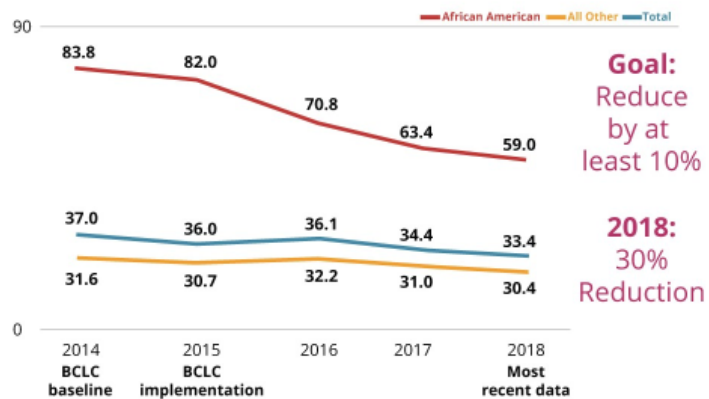
How We Know it Works

Black Child Legacy Campaign 2020 Impact Dashboard

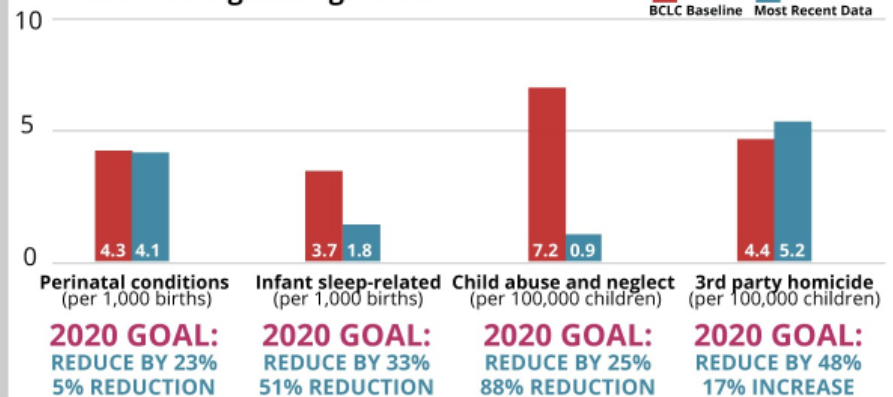
Reduction of African American Child Deaths

The overall goal of the campaign is a reduction in African American child deaths from the 2014 baseline rate of 83.8 deaths/100,000 African American children to a rate of at least 75.4 deaths (a 10% reduction).

Child Death 2014-2018
3-Year Rolling Average Rates (per 100,000 children)

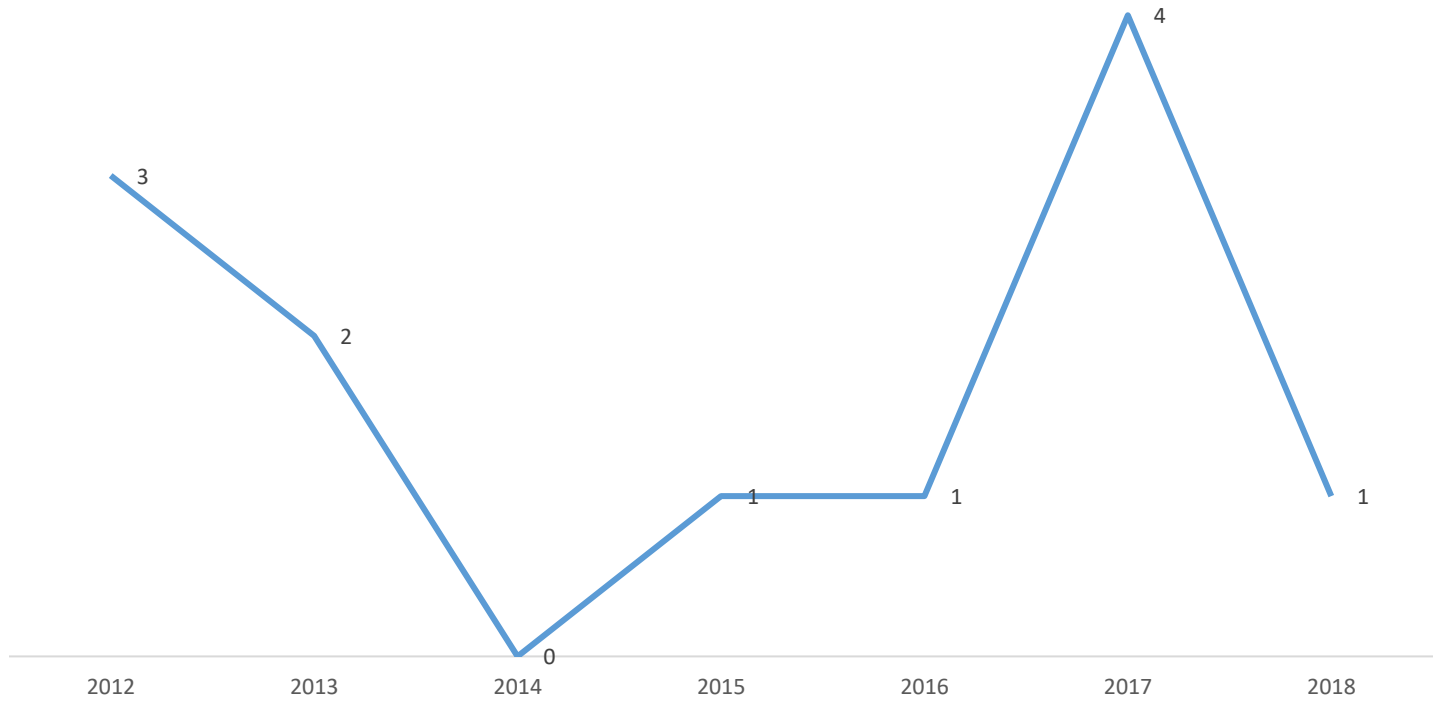


African American Child Deaths by Cause of Death (2014-2018)
3-Year Rolling Average Rates



How We know it Works

Third Party Homicide, African American Children (2012-2018)



How We Know it Works

Black Child Legacy Campaign 2020 Impact Dashboard

Local Movement Building

Neighborhood infrastructure is strengthened through partnerships of Community Incubator Leads and local leaders, and the engagement of youth in the reduction of African American child deaths.

Community Partnerships (2019)



Systems Change Wins - 2016-2019

- ✓ Hospital adoption of safe sleep protocols for all births
- ✓ County out-stationed staff in neighborhood Multi-Disciplinary Teams
- ✓ County Child Protective Services implementation of cultural broker program
- ✓ Healing the Hood coordinated strategy for youth violence prevention, intervention and interruption, with referrals from Probation and school districts
- ✓ Adoption of county-wide hospital crisis response protocol.

Resource and Capacity-Building Investments

With resources from external sources, The Center at Sierra Health Foundation provides capacity-building and other backbone functions needed for the success of the Black Child Legacy Campaign.

Total Investment to The Center (2014-2020)

\$10.9 Million

\$7,500,000	Sacramento County Board of Supervisors
\$1,321,000	First 5 Sacramento
\$750,000	City of Sacramento
\$500,000	Obama Foundation
\$500,000	Board of State & Community Corrections
\$257,000	Sacramento County (Cultural Brokers)
\$75,000	Kaiser Permanente
\$57,000	HealthNet
\$25,000	Sierra Health Foundation

7 Communities Engaged



Capacity-Building Activities (2019)

16 TRAININGS **65** TRAINING HOURS

Training topic examples: crisis response and prevention, advocacy, quality assessment, communications, restorative justice, domestic violence, homelessness

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BLACK CHILD LEGACY CAMPAIGN • JULY- DECEMBER 2019

By The Numbers and Beyond

557 African American individuals and families received case management

200 African American pregnant women received BCLC services

205 African American individuals and families received safe sleep education and referrals

3567 African American youth participated in BCLC activities

269 African American youth participated in transformative learning opportunities

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BLACK CHILD LEGACY CAMPAIGN • JULY- DECEMBER 2019

By The Numbers and Beyond

191 African American community members were involved in community leadership activities

545 BCLC clients (including non-African American clients) needed housing-related services

89 African American youth were referred from Probation

203 African American families with open CPS cases received BCLC services

7 Community Intervention Workers provided intensive case management and crisis response through Healing the Hood

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All

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Videos

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About 4,600 results (0.25 seconds)

B Sacramento Bee

Teen homicides fall to zero as Sacramento sees overall decline in murders in 2019

Teen homicides fall to zero as Sacramento sees overall decline in murders ... such as the Black Child Legacy campaign, Sierra Health Foundation and ... according to data provided by the Sacramento County Sheriff's Office.

1 day ago



10 ABC10.com KXTV

How Sacramento neighbors allow Dr. Martin Luther King's ...

How Sacramento neighbors allow Dr. Martin Luther King's dream to live on ... on the injustice which happened in our Sacramento County," Clark said. ... The march happens as Sacramento's Black Child Legacy Campaign ...

1 week ago



LAist

Sacramento's Plan To Keep Black Children Alive Is Working ...

The Black Child Legacy Campaign was created with a goal of reducing preventable child ... Sacramento County's effort was launched in 2015.

Jul 29, 2019



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COVID-19: Public Health Expenses and Community Violence

Clear Connection to Public Health and Community Violence

Root Causes of Violence:

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Poverty – Operating in the most vulnerable neighborhoods

Intergenerational Trauma – Historical levels of post-traumatic stress and disease

Institutional Neglect – Resources are closed or operating at limited capacity, kids are out of school, community touch and engagement are being redefined

COVID-19 RESPONSE TO OUR BELOVED COMMUNITY

March 20 to June 2, 2020

Seven Black Child Legacy Campaign Community Incubator Leads taking care of community, responding to critical needs, connecting services, keeping peace, loving ALL Sacramento

29,673

TOTAL INDIVIDUALS SERVED



3,981

SENIORS



17,125

FOOD BOXES AND MEALS PROVIDED



8,018

ADULTS

1,919

FAMILIES SUPPORTED



8,151

CHILDREN



1,537

INFANTS



BLACK CHILD LEGACY

C A M P A I N

Uniting Families and Communities for a Healthy Future

www.blackchildlegacy.org



Arden Arcade

Mutual Assistance Network:
Firehouse Community Center
810 Grand Avenue, Sacramento,
CA 95838 • 916-567-9567
Friday Afternoons

Del Paso Heights/North Sacramento

Greater Sacramento Urban League at
Roberts Family Development Center
Mothers of 95838
3725 Marysville Blvd.,
Sacramento 95838
(916) 286-8687

Served Wednesdays and Fridays
between 12pm – 2pm

Foothill Farms/North Highlands

Liberty Towers
5132 Elkhorn Blvd. Sacramento 95842
(916) 339-3515
Call or sign up here:
libertytowers.org/covid

Fruitridge/Stockton

Sacramento Building Healthy
Communities (BHC)
4625 44th Street, Suite 10
Sacramento 95820 (916) 431-7485

Food Boxes served Friday's at 11:30am
Daily Meals served Monday through
Friday beginning at 11:30am until
they are gone

Meadowview

Providence Place Apartments
5500 Mack Rd. Sacramento, CA
95823 • (916) 376-7916
Food Giveaway
Friday, April 17, 2020 • 12pm – 2pm

Phoenix Park Apartments
4400 Shining Star Dr.
Sacramento, CA 95823
(916) 376-7916

Breakfast and lunch for youth
served Monday through Friday
12pm – 1pm

Food and Grab and Go/Boxes
served Friday, April 24, 2020
10am – 1pm

Oak Park

Greater Sacramento Urban League
2331 Alhambra Blvd., Suite 300,
Sacramento, CA 95817
Call (916) 732-3699 for more info

Valley Hi

South Sacramento Christian Center
7710 Stockton Blvd.
Sacramento, CA 95823

Food Distribution on Saturdays
from 9am – 12pm
Seniors 65+ Please call:
(916) 502-1219



#BCLCstayhome

#BCLCstayhealthy

#BCLCstaysafe

#BCLCserveSac

5 – Year RESULTS

Building Upon Investments and Leveraging the Value of the Black Child Legacy Campaign – Saving African American Children’s Lives

Built on the Initial Investment
of Sacramento County \$7.5M

Center at Sierra Health
Foundation High Capacity
Intermediary

Aggressive Progress on all RAAD Goals
Strong Partnerships & Stakeholder Impact
Networked Infrastructure
Quality Evidence Based Programs
National Recognition and Celebration
Narrative Change and Leadership



Foundational Work
Violence Prevention – HTH
COVID-19
Cultural Brokers and Prevention
Council
Perinatal and Maternal Workforce
Development Long Term

BIG ASK
Continued Commitment
Needed
Timeline - 3 Year Renewal

2020 Publications and Research

<https://www.casey.org/cps-role-bclc/>

<https://www.casey.org/black-child-legacy-campaign/>

<https://blackchildlegacy.org/impact/>

UC Davis – Transformative Justice in Education Center

Healing the Hood – Report to the California Board of State and Community Corrections

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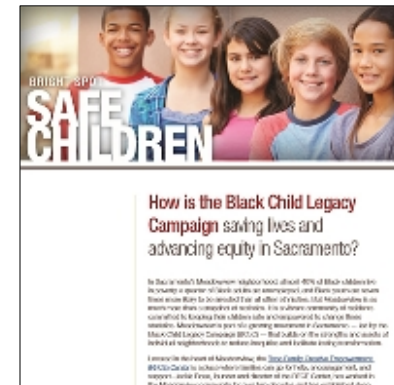
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RAACD Steering Committee





THE CENTER
at Sierra Health Foundation

www.shfcenter.org

@TheCenterSHF @TheCenterSHF @thecentersh



**BLACK CHILD
LEGACY**
C A M P A I G N

Uniting Families and Communities
for a Healthy Future

www.blackchildlegacy.org

@RAACD-Sac @RAACDSac RAACD_SAC

**COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
MEETING DATE:**

TUESDAY, DECEMBER 8, 2020

NO MATERIAL

BOARD TO CONSIDER NOMINATIONS TO THE FOLLOWING:

**Adult and Aging Commission
Area 4 Agency on Aging - Advisory Council
Carmichael/Old Foothill Farms Community Planning Advisory Council
Cemetery Advisory Commission
Children's Coalition
Cordova Community Planning Advisory Council
County Planning Commission
County Service Area #4B-Sloughouse/Wilton/Cosumnes
County Service Area #4C - Delta
Delta Citizens Municipal Advisory Council
Developmental Disabilities Planning and Advisory Council
Disability Advisory Commission
Equal Employment Opportunity Advisory Committee
Galt-Arno Cemetery District
Locke Management Association
Public Health Advisory Board
Recreation and Park Commission
Sacramento County Alcohol and Drug Advisory Board
Sacramento County Mental Health Board
Sacramento County Treasury Oversight Committee
Sacramento County Youth Commission
Sacramento Environmental Commission
South Sacramento Area Community Planning Advisory Council
Southeast Area Community Planning Advisory Council
Sunrise Recreation and Park District
Vineyard Area Community Planning Advisory Council**

**COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
MEETING DATE:**

TUESDAY, DECEMBER 8, 2020

NO MATERIAL

COUNTY EXECUTIVE COMMENTS

**COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
MEETING DATE:**

TUESDAY, DECEMBER 8, 2020

NO MATERIAL

Supervisors Comments, Reports And Announcements

BOARD OF SUPERVISORS

Communication Received and Filed
(Board Non-Action Item)

Agenda: December 8, 2020

From: City Of Sacramento Finance Department

Subject: City Of Sacramento Aggie Square Enhanced Infrastructure
Financing District Resolution Of Intention

Copies routed:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Each Supervisor | <input type="checkbox"/> County Executive |
| <input type="checkbox"/> Assistant County Executive | <input type="checkbox"/> County Counsel |
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Municipal Services |
| <input type="checkbox"/> Social Services | <input type="checkbox"/> Public Works & Infrastructure |
| <input checked="" type="checkbox"/> Other: Finance Department
Planning Department | |

Copies/Referral sent on November 30, 2020, by Grazyna Dawlewicz

Public Improvement Finance
915 I Street, 5th Floor
Sacramento, CA 95814

November 13, 2020

Clerk of the Board of Supervisors
Sacramento County Administration Center
700 H Street, Suite 2450
Sacramento, CA 95814

**RE: City of Sacramento Aggie Square Enhanced Infrastructure Financing District
Resolution of Intention**

To Whom it May Concern:

On October 27, 2020, the City Council of the City of Sacramento (the "City") adopted *A Resolution of Intention to Establish the Aggie Square Enhanced Infrastructure Financing District ("EIFD") to Finance Public Capital Facilities and Other Projects of Communitywide Significance, Establishing a Public Financing Authority, and Authorizing Certain Other Actions Related Thereto* (Resolution No. 2020-0352, the "ROI"). The ROI describes the boundaries and facilities of the proposed EIFD, states the need for the EIFD and that incremental tax revenue from the City may be used to finance the facilities and other projects of communitywide significance, establishes a Public Financing Authority as the governing board of the EIFD, and fixes a time and place for a public hearing.

As specified in Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the "EIFD Law"), the ROI is the first step in establishing an EIFD and once adopted, must be sent to each owner of land and all affected taxing entities within the proposed EIFD boundaries. As identified by the County of Sacramento and as defined by the EIFD Law, you are an "affected taxing entity" related to properties located in the boundaries of the proposed EIFD. Therefore, in compliance with the EIFD Law, enclosed is a copy of the adopted ROI.

If you have questions, please do not hesitate to contact me at (916) 808-5129.

Sincerely,



Eric Frederick
Program Specialist

Enclosure

RESOLUTION NO. 2020-0352

Adopted by the Sacramento City Council

October 27, 2020

A Resolution of Intention to Establish the Aggie Square Enhanced Infrastructure Financing District to Finance Public Capital Facilities and Other Projects of Communitywide Significance, Establishing a Public Financing Authority, and Authorizing Certain Other Actions Related Thereto

BACKGROUND

- A. Pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with section 53398.50) (the "EIFD Law"), the City Council of the City of Sacramento (the "City Council") is authorized to initiate the process to establish an enhanced infrastructure financing district (the "EIFD").
- B. In accordance with California Government Code section 53398.54, the City has complied with the prerequisites to initiate the creation of, or participate in the governance or financing of, the EIFD and will provide the required certification to the Department of Finance in accordance with the EIFD Law.
- C. The City Council proposes the establishment of an EIFD to finance certain public capital facilities and other specified projects of communitywide significance that provide significant benefits to the EIFD or the surrounding community.
- D. The proposed boundaries of the EIFD are identified on the map entitled "Boundaries of City of Sacramento Aggie Square EIFD" a copy of which is on file in the office of the City Clerk and a reduced sized copy is attached hereto.
- E. The EIFD will be formed by a public financing authority (the "Public Financing Authority" or "PFA"), which will be the governing board of the EIFD and will be responsible for implementing the infrastructure financing plan for the EIFD.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Background Statements. The City Council finds and determines that the background statements A through E are true.

- Section 2. Intention and Proposal to Establish EIFD. The City Council proposes and intends to cause the establishment of the EIFD under the provisions of the EIFD Law.
- Section 3. Name of EIFD. The name proposed for the EIFD is "City of Sacramento Aggie Square Enhanced Infrastructure Financing District."
- Section 4. Description of Boundaries. The proposed boundaries of the EIFD are as shown on the map of the EIFD on file in the office of the City Clerk, which boundaries are hereby approved and to which map reference is hereby made for further particulars. A reduced size copy of said map is attached hereto as Exhibit A, and is incorporated herein.
- Section 5. Description of Facilities and Development. The type of public facilities and development proposed to be financed or assisted by the EIFD in accordance with section 53398.52 of the EIFD Law are those listed on Exhibit B, attached hereto and incorporated herein (the "Facilities").
- Section 6. Necessity of EIFD and Goals. The City Council hereby finds that the EIFD is necessary for the area within the EIFD and the City. The City Council's goal for the EIFD is to create the means by which to assist in financing public capital facilities and other specified projects of communitywide significance that provide significant benefits within the boundaries of the EIFD or the surrounding community and, for those facilities located outside the EIFD boundaries, also have a tangible connection to the EIFD.
- Section 7. Use of Incremental Tax Revenues. The City Council hereby declares that, pursuant to the EIFD Law and if approved by resolution pursuant to section 53398.68 of the EIFD Law, incremental property tax revenue from the City within the boundary of the EIFD, but not from any of the other affected taxing entities within the EIFD, will be used to finance the activities of the EIFD. The incremental property tax revenue will be described in an infrastructure financing plan for the EIFD (the "Infrastructure Financing Plan") to be prepared in accordance with the EIFD Law.
- Section 8. Establishment of Public Financing Authority. The City Council hereby establishes the PFA as the governing board of the EIFD in accordance with section 53398.51.1 of the EIFD Law. The PFA membership is subject to compliance with the EIFD Law and California Government Code section 54974 and shall consist of three members of the City Council and two members of the public. The three City Council members will be appointed by the Mayor and confirmed by the City Council every year. The public members of the PFA will also be appointed by the Mayor and confirmed by the City Council, however the term of the public members will be for a two (2) year term.

- Section 9. Public Hearing. The City Council hereby fixes Tuesday, February 2, 2021, at the hour of 10 a.m., or as soon thereafter as possible, at Sacramento City Hall, Sacramento, California, as the time and place, when and where a public hearing will be held on the proposed establishment of the EIFD and the Infrastructure Financing Plan.
- Section 10. Mailing of Resolution. The City Clerk is hereby directed to mail a copy of this Resolution to the PFA, each owner of land (as defined in the EIFD Law) within the EIFD, each affected taxing entity (as defined in the EIFD Law) and the City engineer (or other appropriate official preparing the Infrastructure Financing Plan). In accordance with section 53398.60(b) of the EIFD Law, in lieu of mailing this Resolution to each owner of land, the City Clerk may mail a single-page notice of intention containing the specific information specified therein.
- Section 11. No Obligation. This Resolution in no way obligates the PFA to establish the EIFD. The establishment of the EIFD is subject to the approval of the PFA in accordance with the provisions of the EIFD Law.
- Section 12. Severability. If any section, subsection, phrase or clause of this Resolution is for any reason found to be invalid, such section, subsection, phrase or clause shall be severed from, and shall not affect the validity of, all remaining portions of this Resolution that can be given effect without the severed portion.
- Section 13. General Authorization. The City Clerk and all other officers and agents of the City are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.
- Section 14. Exhibits. Exhibits A and B are part of this resolution.

Table of Contents:

Exhibit A – Proposed Boundaries of EIFD

Exhibit B – Public Facilities and Development to be Financed

Adopted by the City of Sacramento City Council on October 27, 2020, by the following vote:

Ayes: Members Ashby, Carr, Guerra, Hansen, Harris, Jennings, Schenirer, Warren and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2020.11.06 10:04:46
-08'00'

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

EXHIBIT B

CITY OF SACRAMENTO AGGIE SQUARE ENHANCED INFRASTRUCTURE FINANCING DISTRICT

DESCRIPTION OF FACILITIES AND DEVELOPMENT TO BE FINANCED

The EIFD is authorized to finance the purchase, construction, expansion, improvement, or rehabilitation of the facilities described herein. These facilities have an estimated useful life of 15 years or longer and are projects of communitywide significance that provide significant benefits to the EIFD or the surrounding community. Any facilities located outside the boundaries of the EIFD have a tangible connection to the work of the EIFD. The EIFD will also finance planning and design activities that are directly related to the purchase, construction, expansion, or rehabilitation of these facilities. Facilities authorized to be financed by the EIFD include the following:

I. EIFD Public Facility and Development Projects

- a. Aggie Square site work and site development including the following:
 - i. construction of 3rd Avenue from Stockton Boulevard to the parking garage including curbs, gutters, sidewalks, street lighting, and landscaping,
 - ii. Stockton Boulevard/3rd Avenue intersection improvements,
 - iii. extension of 45th Street from 2nd Avenue to 3rd Avenue including curbs, gutters, sidewalks, and landscaping,
 - iv. construction of access drive at Stockton Boulevard between 2nd Avenue and 3rd Avenue to provide access for loading and drop off to the mixed use/residential and West Science and Technology buildings,
 - v. Improvements to Stockton Boulevard including curbs, gutters, landscaping, and lighting,
 - vi. storm water management improvements, and
 - vii. utility (water, sewer) connections and relocations as required.
- b. Design and construction of transit, transportation, pedestrian, and connectivity improvements, including parking facilities.
- c. Design and construction of public gathering areas, education, and public open spaces (including but not limited to Aggie Square Plaza, Market Plaza, and the Alice Waters Edible Education Institute).
- d. Innovation infrastructure support, including but not limited to construction of Innovation Hall.
- e. Affordable housing development.

II. Other Expenses

In addition to the direct costs of the above facilities, other incidental expenses if, as, and to the extent authorized by the EIFD Law, including, but not limited to, the cost of engineering, planning, and surveying; construction staking; plan check and inspections; utility relocation and demolition costs incidental to the construction of the facilities; costs of project/construction management; financing costs of improvements incurred by developers until reimbursement from the EIFD; costs of issuance of bonds or other debt of the EIFD, of a community facilities district of the City, or of any other public agency for authorized facilities and payment of debt service thereon; costs incurred by the County of Sacramento or the EIFD in connection with the division of taxes pursuant to Government Code section 53398.75; costs otherwise incurred in order to carry out the authorized purposes of the EIFD; and any other expenses incidental to the EIFD and to the financing, construction, completion, inspection, and acquisition of the authorized facilities.

BOARD OF SUPERVISORS

Communication Received and Filed
(Board Non-Action Item)

Agenda: December 8, 2020

From: MODUS, LLC c/o Verizon Wireless

Subject: Notice Of Telecom Construction Of Wireless Small Cell
Communication Equipment And Antenna Array On The Public
Right-Of-Way Near 724 7th Street, Sacramento

Copies routed:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Each Supervisor | <input type="checkbox"/> County Executive |
| <input type="checkbox"/> Assistant County Executive | <input type="checkbox"/> County Counsel |
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Municipal Services |
| <input type="checkbox"/> Social Services | <input type="checkbox"/> Public Works & Infrastructure |
| <input type="checkbox"/> Other: | |

Copies/Referral sent on November 13, 2020, by Grazyna Dawlewicz



3101 Zinfandel Dr
Rancho Cordova, CA 95670
t. (916) 234-0292
www.modusllc.com

NOTICE OF TELECOM CONSTRUCTION

November 2, 2020

Reference #: SACRAMENTODT_5G183

Dear Property Owner/Resident:

As authorized by California Public Utilities Code section 7901, in 10 or more business days, Modus LLC c/o Verizon Wireless, is placing wireless small cell communication equipment and antenna array on an existing streetlight or wood utility pole located in the public right-of-way near:

Address: 724 7th St. Sacramento CA. 95814

Pole #: SLT-31221

Permit #: REV18-0296A/ENC19-4129

We have obtained the necessary permits so work can begin. Please be assured that we will do our best to keep you from being inconvenienced and that any construction/restoration work will be done quickly and professionally.

Should you have further questions regarding this construction, please contact Modus at:

MODUS, LLC

Phone: (916) 234-0292

Email: vzwneighbors@modusllc.com

Please make sure to provide your telephone number and reference the job number provided (above) with all your communications.

Sincerely,

Modus LLC c/o Verizon

COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS
2020 NOV 9 AM 11:29

2020 NOV -9 AM 8:29
COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

Communication Received and Filed
(Board Non-Action Item)

Agenda: December 8, 2020

From: MODUS, LLC c/o Verizon Wireless

Subject: Notice Of Telecom Construction Of Wireless Small Cell
Communication Equipment And Antenna Array On The Public
Right-Of-Way Near 730 I Street, Sacramento

Copies routed:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Each Supervisor | <input type="checkbox"/> County Executive |
| <input type="checkbox"/> Assistant County Executive | <input type="checkbox"/> County Counsel |
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Municipal Services |
| <input type="checkbox"/> Social Services | <input type="checkbox"/> Public Works & Infrastructure |
| <input type="checkbox"/> Other: | |

Copies/Referral sent on November 13, 2020, by Grazyna Dawlewicz



3101 Zinfandel Dr
Rancho Cordova, CA 95670
t. (916) 234-0292
www.modusllc.com

NOTICE OF TELECOM CONSTRUCTION

November 2, 2020

Reference #: SACRAMENTODT_5G022

Dear Property Owner/Resident:

As authorized by California Public Utilities Code section 7901, in 10 or more business days, Modus LLC c/o Verizon Wireless, is placing wireless small cell communication equipment and antenna array on an existing streetlight or wood utility pole located in the public right-of-way near:

Address: 730 I St. Sacramento CA. 95811

Pole #: SLT-32911

Permit #: REV18-0191A/ENC19-3718

We have obtained the necessary permits so work can begin. Please be assured that we will do our best to keep you from being inconvenienced and that any construction/restoration work will be done quickly and professionally.

Should you have further questions regarding this construction, please contact Modus at:

MODUS, LLC

Phone: (916) 234-0292

Email: vzwneighbors@modusllc.com

Please make sure to provide your telephone number and reference the job number provided (above) with all your communications.

Sincerely,

Modus LLC c/o Verizon

2020 NOV - 9 AM 8: 29
CITY OF SACRAMENTO
BOARD OF SUPERVISORS

BOARD OF SUPERVISORS**COMMUNICATION RECEIVED & FILED**
(Non-Board Action Item On Agenda)

AGENDA: December 8, 2020

FROM: Sacramento County Department Of Transportation

SUBJECT: Receive And File The Sacramento County Transportation Development Fee And Transit Impact Fee Annual (Fiscal Year 2019-20) And Five Year Reports, And The Sacramento County Transportation Development Fee Administrative Fee Annual Report (Fiscal Year 2019-20)

COPIES TO:

- | | |
|--|--|
| <input checked="" type="checkbox"/> EACH SUPERVISOR | <input type="checkbox"/> COUNTY EXECUTIVE |
| <input type="checkbox"/> ASSISTANT COUNTY EXECUTIVE | <input type="checkbox"/> COUNTY COUNSEL |
| <input type="checkbox"/> ADMINISTRATIVE SERVICES | <input type="checkbox"/> MUNICIPAL SERVICES |
| <input type="checkbox"/> SOCIAL SERVICES | <input type="checkbox"/> PUBLIC WORKS & INFRASTRUCTURE |
| <input type="checkbox"/> OTHER: PLANNING & ENVIRONMENTAL REVIEW; FINANCE | |

COPIES SENT ON DECEMBER 3, 2020 BY Amanda Bishop

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
December 8, 2020

To: Board of Supervisors

Through: Navdeep S. Gill, County Executive
Steven L. Hartwig, Deputy County Executive
Public Works and Infrastructure

From: Ron E. Vicari, Director, Department of Transportation

Subject: Receive And File The Sacramento County Transportation Development Fee And Transit Impact Fee Annual (Fiscal Year 2019-20) And Five Year Reports, And The Sacramento County Transportation Development Fee Administrative Fee Annual Report (Fiscal Year 2019-20)

District(s): All

RECOMMENDED ACTION

Receive And File The Sacramento County Transportation Development Fee And Transit Impact Fee (SCTDF/TIF) Annual (Fiscal Year 2019-20) and SCTDF Five Year Reports, and the SCTDF/TIF Administrative Fee Annual Report (Fiscal Year 2019-20).

BACKGROUND

On April 9, 2019, the Board adopted Ordinance No. SCC-1639 amending Chapter 16.87 of the Sacramento County Code (SCC). The Board also adopted Resolution No. 2019-0231 renaming the SCTDF Program to the SCTDF/TIF Program, to allow for the imposition and collection of transit impact fees, and approving the 2018 SCTDF/TIF Program Nexus Analysis and Fees. The updated SCTDF/TIF fee schedule went into effect on June 22, 2019. Any TIF fees that were received in the last nine days of June 2019, have been included in this Fiscal Year 2019-20 Annual Reporting period.

The Board approved the most recent major update of the SCTDF/TIF on December 17, 2019, as part of adopting the SCTDF/TIF Credit and Reimbursement Policy. The action revised how frontage and right-of-way costs were incorporated and credited/reimbursed and adjusted costs for recently awarded grants.

Receive And File The Sacramento County Transportation Development Fee And Transit Impact Fee (SCTDF/TIF) Annual (Fiscal Year 2019-20) And SCTDF Five Year Reports, And The SCTDF/TIF Administrative Fee Annual Report (Fiscal Year 2019-20)
Page 2

As a fee program for public improvements under the State Mitigation Fee Act, California Government Code 66000-66008 (CGC), the County is required to provide the following reports:

- SCTDF and TIF Annual Reports
- SCTDF Five Year Report
- SCTDF/TIF Annual Administrative Fund Report

The Board approved the last SCTDF Annual Report for Fiscal Year 2018-19 on November 5, 2019, Agenda Item #60.

The Board approved the last SCTDF Five Year Report on February 23, 2016, Agenda Item #29.

SCTDF and TIF Annual Reports

The SCTDF and TIF Annual Reports (ATT1) for the fiscal year ending June 30, 2020 (Fiscal Year 2019-20), provide a summarized accounting of the fee program administered by the County. This Report is being made available to the public and includes the following information as per the CGC:

- A. Brief description of the type of fees in the program fund.
- B. Amount of the fee.
- C. Beginning and ending fund balance for the Fiscal Year 2019-20.
- D. Amount of fees collected for the fiscal year and interest earned on the fund for the Fiscal Year 2019-20.
- E. Identification of the public improvements on which the fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- F. Identification of the public improvements for which sufficient funding has been collected, but the public improvement remains incomplete.
- G. Description of inter-fund loans or transfers made from the account.
- H. The amount of any SCTDF fee refunds made Fiscal Year 2019-20.

SCTDF Five Year Report

Since Fiscal Year 2019-20 was the first year of collecting the TIF, the TIF is not included in this Five Year Report, only the SCTDF. The CGC 66001. (d) specifies that: "For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted". The five year report follows the following reporting format:

Receive And File The Sacramento County Transportation Development Fee And Transit Impact Fee (SCTDF/TIF) Annual (Fiscal Year 2019-20) And SCTDF Five Year Reports, And The SCTDF/TIF Administrative Fee Annual Report (Fiscal Year 2019-20)
Page 3

- A. Identify the purpose to which the fee is to be put.
- B. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- C. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
- D. Designate the approximate dates on which the funding referred to in subparagraph (C) is expected to be deposited into the appropriate account or fund.

SCTDF Annual Administrative Fee Report

The SCTDF/TIF administrative fee (approximately 2% of the SCTDF/TIF fee collection amount) is placed in a separate account and used to help offset County administrative costs of the SCTDF/TIF program. The SCTDF/TIF Annual Administrative Fee Report (ATT1, Page 10) for Fiscal Year 2019-20 provides an annual accounting of the fee program administered by the County.

FINANCIAL ANALYSIS

There are no fiscal impacts, as this is an accounting report.

Attachment:

ATT 1 – SCTDF and TIF Annual and Five Year Reports, and SCTDF/TIF Administrative Report

**Sacramento County Department of Transportation
Development Fee and Transit Impact Fee (SCTDF/TIF)
Annual and Five Year Reports**

- 1. SCTDF Annual Report (FY 2019/20)**
- 2. SCTDF Five Year Report (FY 2015/16 – FY 2019/20)**
- 3. TIF Annual Report (FY 2019-20)**
- 4. SCTDF/TIF Annual Administrative Report (FY 2019/20)**

Prepared for:

**County of Sacramento
Board of Supervisors**

Prepared By:

**County of Sacramento
Department of Transportation**

**Sacramento County Transportation Development Fee
And Transit Impact Fee (SCTDF/TIF)
Annual and Five Year Reports**

Contents

SCTDF Annual Report (FY 2019/20)	Pages 1-3
SCTDF Five Year Report (FY 2015/16 – FY 2019/20)	Pages 4-7
TIF Annual Report (FY 2019/20)	Pages 8-9
SCTDF/TIF Annual (FY 2019-20) Admin Fee Report	Page 10

Appendices

A. Map of Fee Districts	Page 11
B. Fee Schedules	Pages 12-14

SCTDF Annual Report (FY 2019-20)

A. Brief description of the type of fee in the fund:

The Sacramento County Transportation Development Fee (SCTDF) Program was established to fund improvements to the County's major roadway, transit, bicycle and pedestrian facilities needed to accommodate travel demand generated by new land development in the unincorporated portion of Sacramento County.

On April 9, 2019, the Board adopted Ordinance No. SCC-1639 amending Chapter 16.87 of the Sacramento County Code (SCC) to incorporate a comprehensive nexus update. This update included adoption of Resolution No. 2019-0231 renaming the SCTDF Program to include the Transit Impact Fee (TIF). The County collects TIF on behalf of Sacramento Regional Transit (SacRT). The TIF funds are held by the County in a separate TIF account for disbursement to SacRT for their TIF Projects. Therefore, the TIF annual report is included, but separate from the SCTDF annual reporting.

SCTDF fees are calculated by fee district (see Map, Appendix A, Page 11) based on the development land use category; this provides a relationship to the relative impacts on the transportation system. The SCTDF fee program is to provide an equitable means of ensuring that future development contributes their fair share towards future growth impacts on transportation infrastructure. The SCTDF funding helps assure the County's General Plan Circulation policies and quality of life can be maintained.

Some SCTDF roadway projects are also included in various Special District Finance programs, therefore SCTDF fees are adjusted to eliminate the overlap and double collection of fees.

B. Amount of the fee:

See the attached SCTDF fee schedules (Appendix B, Pages 12-14) that were effective on June 22, 2019. The "Low Income Housing" fees (Page 14), are 32% of the corresponding SCTDF shown on Page 12.

C. Beginning and Ending Fund Balance FY 2019/20:

Beginning Fund Balance (7/1/19): \$10,843,572.61

Ending Fund Balance (6/30/20): \$14,328,544.34

D. Amount of fees collected and Interest Earned, FY 2019/20:

Amount of Fees Collected: \$7,040,043.35

Interest Earned: \$237,523.00

E. List of public improvements on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees:

SCTDF District	Public Improvement Project Title	SCTDF Spent FY 2019/20 *	% Funded With SCTDF Fees
1	SCTDF Update	\$8,839.95	100%
1	Elkhorn And Rio Linda Intersect.	\$500,000.00	100%
1	Elverta Rd Widening: Watt to Dutch Haven	\$162,554.12	100%
2	SCTDF Update	\$36,463.76	100%
2	Hazel Ave Phase 2	\$667,788.07	100%
2	Fair Oaks Blvd: Landis Ave to Engle Rd	\$2,797.02	100%
2	Fair Oaks Blvd: Phase 3, Marconi to Landis	\$1,598,111.91	59%
3	SCTDF Update	\$184.00	100%
3	Sac Capital SE Connector Expwy.	\$11,250.00	100%
4	SCTDF Update	\$38,581.00	100%
4	Sac Capital SE Connector Expwy.	\$11,250.00	100%
4	Bradshaw Rd / Kiefer Blvd Traffic Signal Improve. (Reimburse.)	\$562,980.50	100%
4	Bradshaw Rd at Jackson Rd Intersection Improvements	\$161,283.47	79%
5	SCTDF Update	\$3,775.00	100%
5	Sac Capital SE Connector Expwy.	\$22,500.00	100%
6	SCTDF Update	\$4,235.82	100%
Total SCTDF Expended FY 2019/20		\$3,792,594.62	78%

* For multi-year projects this amount may represent activity that overlaps multiple fiscal years.

F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

Not Applicable

G. A description of each interfund transfer or loan made from the account or fund:

None

H. The amount of any SCTDF fee refunds made FY 2019/20:

None

**SCTDF Five Year Report
Fiscal Years 2015/16 – 2019/20**

A. Identify the purpose to which the fee is to be put.

The purpose of the Sacramento County Transportation Development Fee (SCTDF) Program is to help fund improvements to the County's major roadway, bicycle and pedestrian facilities needed to accommodate travel demand generated by new land development in the unincorporated portion of Sacramento County through 2050.

In April 2019, the SCTDF Program had a major nexus update including the addition of a "Transit Impact Fee" (TIF) for specific SacRT transit projects also triggered by future development impacts. Therefore the SCTDF was renamed to the SCTDF/TIF. The County began collection of the TIF on June 22, 2019, on behalf of SacRT. The TIF is kept in its own account and dispersed to SacRT twice a year for use towards their SCTDF/TIF transit projects, as such the SCTDF and the TIF have their own separate annual reports. Since Fiscal Year 2019/20 was the first year of collecting the TIF, the TIF is not included in this Five Year Report.

B. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

The SCTDF roadway capacity improvements identified in the 2019 SCTDF/TIF program are intended to meet new travel demand associated with 2050 development forecasts prepared by the Sacramento Council of Governments (SACOG).

This projected growth will increase travel demand throughout the unincorporated County and thereby require infrastructure improvements for all travel modes to sustain an acceptable level of service (LOS).

For roadways and intersections that currently operate at LOS E or better conditions, the entire cost of the capacity improvements (minus funding from other sources) are allocated to the SCTDF Program. For existing deficiencies (roadways that currently operate at LOS F), the cost of the improvement that is allocated to the SCTDF Program is equal to the percentage of the total change in volume/capacity (v/c) ratio due to the improvement that is needed to return the v/c ratio to current levels.

For each of the roadway improvement projects, the estimated percentage of new vehicle trips by fee district that would use those roadways determines each district's cost responsibility for the improvements. The percentage use of new vehicle trips on roadways operating at LOS F was used to allocate the

cost responsibility of transit, ITS, walkway and bikeway improvements along those congested roadways.

In the allocation of costs to various types of developments, each development type is assigned a “dwelling unit equivalent” or “DUE” rate, which measures how the trip-making characteristics of a land use compare to a single-family residential unit. The cost responsibility for each fee district was divided by the dwelling unit equivalents (DUEs) in that district to determine the cost per DUE.

The County has development fee programs in several “special financing districts” to fund major infrastructure within or near those districts including roadway improvements. Some of the roadway capacity improvements that are funded by the special financing districts are also included in the SCTDF/TIF Program Update. The cost responsibility for each special financing district was reduced in the SCTDF/TIF by the amount that is funded by that district to eliminate any overlap between the fee programs.

The total amount of the SCTDF (non-TIF) transportation improvements that would be funded through the SCTDF/TIF Program is about \$2.84 billion. The total cost responsibility for each fee district was divided by the dwelling unit equivalents (DUEs) in that district. The SCTDF fee for each fee district, special financing district, and fees for Affordable Housing are provided in Exhibit B, Pages 12-14.

C. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in the SCTDF.

The SCTDF roadway related projects (non-transit) in the 2019 SCTDF/TIF were determined from a 30 year nexus impact study through 2050, to identify transportation infrastructure needs triggered by these new development impacts. The projected roadway impacts will require \$2,844,421,583 in SCTDF project funding to mitigate (see table below).

Improvement Type (Table 22, 2019 SCTDF/TIF)	Total Funded by SCTDF SCTDF/TIF - Table 22	Source 2019 SCTDF/TIF
Roadway Capacity	\$2,478,050,826	Table C-5 &6
Bike and Walkways	\$250,974,830	Appendix E
ITS	\$95,670,000	Table D-1
Rural Roadways	\$19,725,926	Table F-1
TOTAL SCTDF (Thru 2050)	\$2,844,421,583	Table 1

In addition to this projected SCTDF funding from new development fees, the County will supplement the \$2,844,421,583 with an additional \$817,127,776 of funding from other sources (per 2019 SCTDF/TIF, Tables 18 and 19). These

additional funding sources can include: Measure A Sales Tax; State and Federal Grants; SB1; Special Finance Districts, adjacent jurisdictions, and other miscellaneous sources. The entire list of SCTDF projects for the next 30 years are identified in the SCTDF/TIF nexus study as noted in the table above.

The County identifies the highest priority roadway needs listed in the 30 year list of SCTDF roadway projects into an annual five year plan, the "Capital Improvement Plan" (CIP). The currently approved Fiscal Year 2020-21 CIP identifies \$79,103,000 of SCTDF funding that is anticipated for the following high priority SCTDF Projects from Fiscal Year 2020/21 through 2024/25:

Five Year Projection of SCTDF Funding Needs for CIP Projects (x \$1,000)						
CIP Project	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	Total
Bradshaw Rd at Jackson Rd Intersect. Imp.	\$728	\$1,450	\$2,915	-	-	\$5,093
Capital S.E. Connector	-	-	-	\$2,200	-	\$2,200
Elverta Rd Widening - Dutch Haven to Watt Ave	\$1,016	\$2,591	\$2,241	\$746	-	\$6,594
Fair Oaks Blvd Improve. Ph 3	\$4,639	-	-	-	-	\$4,639
Hazel Ave Phase 3 - Sunset Ave to Madison Ave	\$1,253	\$835	-	-	-	\$2,088
Hazel & Hwy 50 Interchnng	\$142	\$3,247	\$7,609	\$10,933	\$12,317	\$34,248
I-5 Aux Lane SR99 to Metro Air Pkwy	\$1,498	\$2,285	-	-	-	\$3,783
Madison Ave Widening, Fair Oaks Blvd to Hazel Ave	-	-	-	\$6,267	\$3,134	\$9,401
Power Line Rd Improve. At Sky King Rd	\$2,213	\$4,500	-	-	-	\$6,713
S. Watt Widening - Florin Rd to SR 16	-	-	\$2,344	\$2,000	-	\$4,344
Total	\$11,489	\$14,908	\$15,109	\$22,146	\$15,451	\$79,103

D. Designate approximate dates when revenue in Part C (above) is expected

As shown in the table above, the SCTDF revenue needed to satisfy the Fiscal Year 2020/21 CIP for the next five years would be \$79,103,000. At the beginning of Fiscal Year 2020/21, there was a beginning available SCTDF fund balance of \$10,843,572.61. In Fiscal Year 2019/20 the County collected \$7,040,043 in SCTDF funds, and \$237,523 in annual interest was earned, totaling \$7,277,566. However, over the last five years (per table below) the County has collected an average of \$7,507,399 (SCTDF fees and interest).

SCTDF Collected and Interest Earned						
	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	Average
SCTDF Collected	\$5,857,056	\$8,232,640	\$10,622,769	\$4,969,199	\$7,040,043	\$7,344,341
Interest	\$49,359	\$96,685	\$152,255	\$279,269	\$237,523	\$163,018
Total	\$5,906,415	\$8,329,325	\$10,775,024	\$5,248,468	\$7,277,566	\$7,507,359

Assuming this previous five year average shown above were to continue for the next five years (through FY 2024/25), then only \$48,380,367 (5 x \$7,507,359 + \$10,843,572) would be available to satisfy the Fiscal Year 2024/25 CIP projection of \$79,103,000. If this shortfall were to occur, then certain projects may need to be delayed and/or additional funding sources would need to be secured, such as state and federal project grants.

TIF Annual Report (FY 2019-20)

(A) A brief description of the type of fee in the account or fund.

New development in the unincorporated Sacramento County, and cities within Sacramento County, will increase the demand for Sacramento Regional Transit's (SacRT) transit services and the need for improvements to the regional transit system. To accommodate new development, SacRT will need to increase frequency on some current transit (bus and light rail) routes, extend transit routes and add new transit routes.

The expanded transit service will require additional buses and light rail vehicles. The increased transit fleet will require additional maintenance facilities and equipment. Thus new development will need to contribute to specific new transit infrastructure and equipment, through a Transit Impact Fee (TIF). The SCTDF/TIF Program assumes that the cost of this new transit infrastructure will be partially funded by growth in unincorporated areas of Sacramento County based on an assessment of its usage of expanded transit services versus the usage from growth in cities in Sacramento County.

SCTDF and TIF Fees are calculated by fee district (see Map, Appendix A, Page 11) and differentiated by type of development in relationship to their relative impacts on the transportation system.

(B) The amount of the fee.

See the attached SCTDF/TIF fee schedule (Appendix B, Page 12-14) that went into effect on June 22, 2019, showing the TIF fee for each fee district and land use category.

(C) The beginning and ending balance of the account or fund.

Beginning Fund Balance (6/22/2019): \$0.00

Ending Fund Balance (6/30/2020): \$951,022.86

(D) The amount of the fees collected and the interest earned.

Amount of Fees Collected: \$946,492.49

Interest Earned: \$4,530.37

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

N/A, The fund has not yet been applied to any TIF Projects

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Not Applicable

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.

Not Applicable

(H) The amount of any TIF fee refunds made FY 2019/20:

Not Applicable

SCTDF/TIF Annual Administrative Report (FY 2019-20)

A. Brief description of the type of fee in the fund:

The SCTDF Administration Fee was established to finance the administration of the Sacramento County Transportation Development Fee and Transit Impact Fee Program.

B. Amount of the fee: See the attached schedules (Appendix B, Page 12-14)

C. Beginning fund balance FY 2019/20: \$153,067.04

D. Amount of Administrative fee collected FY 2019/20: \$461,823.13

E. Interest Earned FY 2019/20: \$6,629.00

F. Administrative Expenditures FY 2019/20: \$115,147.53

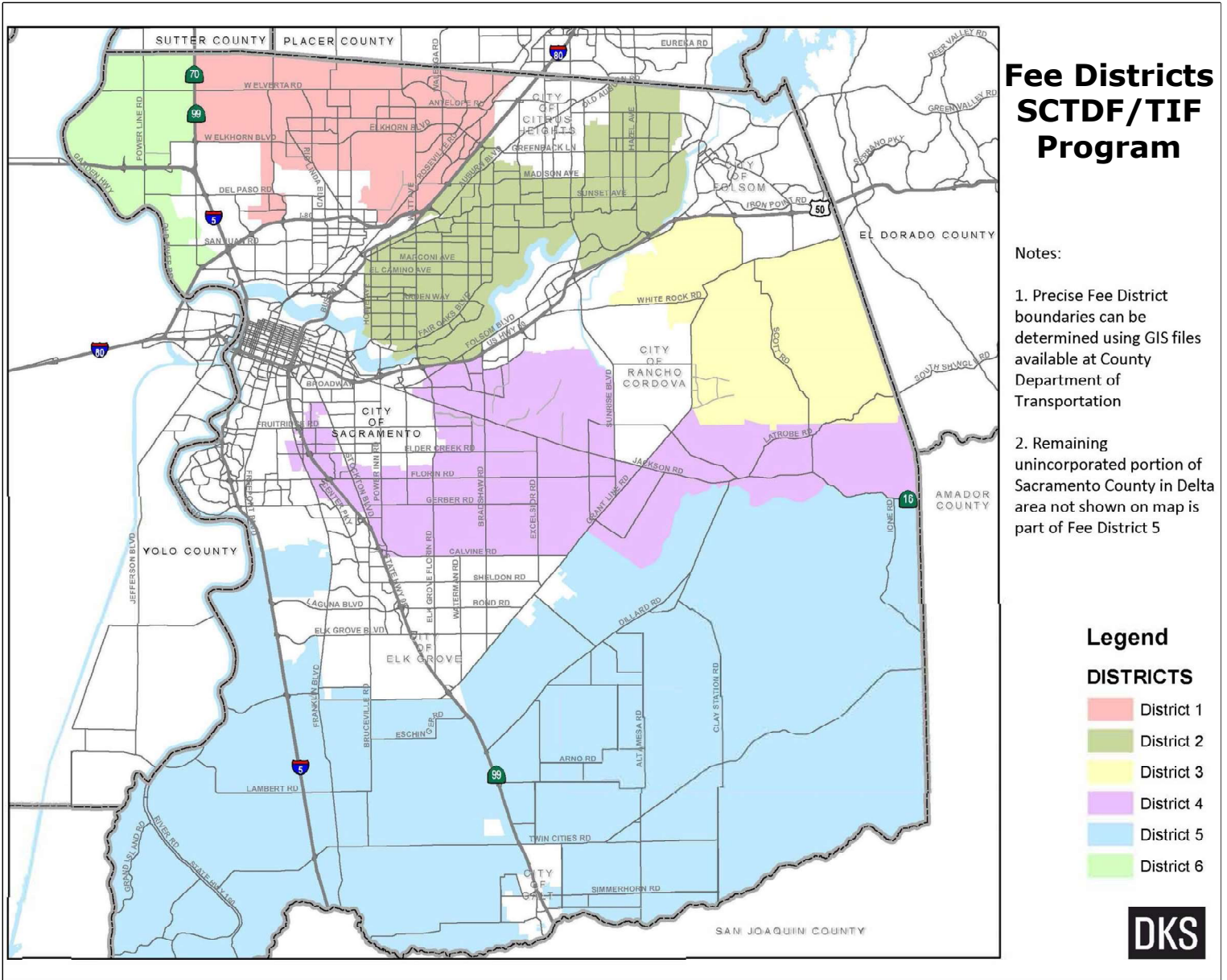
G. Ending Fund balance FY 2019/20: \$506,371.64

H. List of administrative costs on which development impact fees were expended and the amount of the expenditures on each, including the total percentage of the administrative costs that was funded with the fees:

Authorized Expenditures	Amount Spent FY 2019/20	% Funded with Fees
Program administration, SCTDF/TIF Update, accounting, fee collection costs	\$115,147.53	100%

Appendix A

Map of Fee Districts



SCTDF & TIF Fee Schedule, Effective June 22, 2019

SACRAMENTO COUNTY TRANSPORTATION DEVELOPMENT FEES													
DISTRICT	Infrastructure Type	L A N D U S E T Y P E											
		Residential					Commercial					Lodging	
		Single Family less than 1,200 sf (DU)	Single Family 1,200 to 2,499 sf (DU)	Single Family 2,500 sf or more (DU)	Multi-Family (DU)	Residential Accessory (DU)	Residential Age-Restricted (DU)	General Commercial less than 175,000 sf (SF)	General Commercial 175,000 sf or more (SF)	Car Sales (SF)	Gas Station (Fueling Positions)	Hotel/Motel (Rooms)	Extended Stay Hotel/Motel (Rooms)
1	SCTDF	\$13,992.56	\$15,900.64	\$18,603.75	\$9,063.36	\$4,770.19	\$4,134.17	\$17.33	\$24.17	\$21.94	\$17,172.69	\$8,745.35	\$4,611.19
	TIF	\$940.14	\$1,068.34	\$1,249.96	\$608.95	\$320.50	\$277.77	\$1.16	\$1.62	\$1.47	\$1,153.81	\$587.59	\$309.82
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62	\$129.27	\$112.04	\$0.47	\$0.65	\$0.59	\$465.38	\$237.00	\$124.96
	Total	\$15,311.90	\$17,399.89	\$20,357.87	\$9,317.93	\$5,219.96	\$4,523.98	\$18.96	\$26.44	\$24.00	\$18,791.88	\$9,569.94	\$5,045.97
2	SCTDF	\$14,339.22	\$16,294.56	\$19,064.64	\$9,287.90	\$4,888.37	\$4,236.59	\$17.76	\$24.77	\$22.49	\$17,598.13	\$8,962.01	\$4,725.42
	TIF	\$940.14	\$1,068.34	\$1,249.96	\$608.95	\$320.50	\$277.77	\$1.16	\$1.62	\$1.47	\$1,153.81	\$587.59	\$309.82
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62	\$129.27	\$112.04	\$0.47	\$0.65	\$0.59	\$465.38	\$237.00	\$124.96
	Total	\$15,658.56	\$17,793.81	\$20,818.76	\$10,142.47	\$5,338.14	\$4,626.40	\$19.39	\$27.04	\$24.55	\$19,217.32	\$9,786.60	\$5,160.20
3	SCTDF	\$18,600.77	\$21,137.24	\$24,730.57	\$12,048.23	\$6,341.17	\$5,495.68	\$23.04	\$32.13	\$29.17	\$22,828.22	\$11,625.48	\$6,129.80
	TIF	\$940.14	\$1,068.34	\$1,249.96	\$608.95	\$320.50	\$277.77	\$1.16	\$1.62	\$1.47	\$1,153.81	\$587.59	\$309.82
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62	\$129.27	\$112.04	\$0.47	\$0.65	\$0.59	\$465.38	\$237.00	\$124.96
	Total	\$19,920.11	\$22,636.49	\$26,484.69	\$12,902.80	\$6,790.94	\$5,885.49	\$24.67	\$34.40	\$31.23	\$24,447.41	\$12,450.07	\$6,564.58
4	SCTDF	\$15,360.40	\$17,454.99	\$20,422.34	\$9,949.35	\$5,236.50	\$4,538.30	\$19.03	\$26.53	\$24.09	\$18,851.39	\$9,600.25	\$5,061.95
	TIF	\$940.14	\$1,068.34	\$1,249.96	\$608.95	\$320.50	\$277.77	\$1.16	\$1.62	\$1.47	\$1,153.81	\$587.59	\$309.82
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62	\$129.27	\$112.04	\$0.47	\$0.65	\$0.59	\$465.38	\$237.00	\$124.96
	Total	\$16,679.74	\$18,954.24	\$22,176.46	\$10,803.92	\$5,686.27	\$4,928.11	\$20.66	\$28.80	\$26.15	\$20,470.58	\$10,424.84	\$5,496.73
5	SCTDF	\$10,749.52	\$12,215.36	\$14,291.97	\$6,962.75	\$3,664.61	\$3,175.99	\$13.31	\$18.57	\$16.86	\$13,192.59	\$6,718.45	\$3,542.45
	TIF	\$89.24	\$101.41	\$118.65	\$57.80	\$30.42	\$26.37	\$0.11	\$0.15	\$0.14	\$109.52	\$55.78	\$29.41
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62	\$129.27	\$112.04	\$0.47	\$0.65	\$0.59	\$465.38	\$237.00	\$124.96
	Total	\$11,217.96	\$12,747.68	\$14,914.78	\$7,266.17	\$3,824.30	\$3,314.40	\$13.89	\$19.37	\$17.59	\$13,767.49	\$7,011.23	\$3,696.82
6	SCTDF	\$6,998.39	\$7,952.72	\$9,304.68	\$4,533.05	\$2,385.82	\$2,067.71	\$8.67	\$12.09	\$10.97	\$8,568.94	\$4,374.00	\$2,306.29
	TIF	\$940.14	\$1,068.34	\$1,249.96	\$608.95	\$320.50	\$277.77	\$1.16	\$1.62	\$1.47	\$1,153.81	\$587.59	\$309.82
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62	\$129.27	\$112.04	\$0.47	\$0.65	\$0.59	\$465.38	\$237.00	\$124.96
	Total	\$8,317.73	\$9,451.97	\$11,058.80	\$5,387.62	\$2,835.59	\$2,457.52	\$10.30	\$14.36	\$13.03	\$10,208.13	\$5,198.59	\$2,741.07
Antelope	SCTDF	\$9,288.07	\$10,564.63	\$12,348.92	\$6,016.14	\$3,166.39	\$2,744.20	\$11.50	\$16.04	\$14.57	\$11,399.00	\$5,805.05	\$3,060.84
	TIF	\$940.14	\$1,068.34	\$1,249.96	\$608.95	\$320.50	\$277.77	\$1.16	\$1.62	\$1.47	\$1,153.81	\$587.59	\$309.82
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62	\$129.27	\$112.04	\$0.47	\$0.65	\$0.59	\$465.38	\$237.00	\$124.96
	Total	\$10,607.41	\$12,053.88	\$14,103.04	\$6,870.71	\$3,616.16	\$3,134.01	\$13.13	\$18.31	\$16.63	\$13,018.19	\$6,629.64	\$3,495.62
Vineyard	SCTDF	\$5,758.49	\$6,543.74	\$7,656.18	\$3,729.93	\$1,963.12	\$1,701.37	\$7.13	\$9.95	\$9.03	\$7,067.24	\$3,599.06	\$1,897.68
	TIF	\$940.14	\$1,068.34	\$1,249.96	\$608.95	\$320.50	\$277.77	\$1.16	\$1.62	\$1.47	\$1,153.81	\$587.59	\$309.82
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62	\$129.27	\$112.04	\$0.47	\$0.65	\$0.59	\$465.38	\$237.00	\$124.96
	Total	\$7,077.83	\$8,042.99	\$9,410.30	\$4,584.50	\$2,412.89	\$2,091.18	\$8.76	\$12.22	\$11.09	\$8,686.43	\$4,423.65	\$2,332.46
North Vineyard Station	SCTDF	\$195.10	\$221.70	\$259.39	\$126.37	\$66.51	\$57.64	\$0.24	\$0.34	\$0.31	\$239.44	\$121.94	\$64.29
	TIF	\$268.38	\$304.98	\$356.83	\$173.84	\$91.49	\$79.29	\$0.33	\$0.46	\$0.42	\$329.38	\$167.74	\$88.44
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62	\$129.27	\$112.04	\$0.47	\$0.65	\$0.59	\$465.38	\$237.00	\$124.96
	Total	\$842.68	\$957.59	\$1,120.38	\$545.83	\$287.27	\$248.97	\$1.04	\$1.45	\$1.32	\$1,034.20	\$526.68	\$277.69
Mather	SCTDF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIF	\$940.14	\$1,068.34	\$1,249.96	\$608.95	\$320.50	\$277.77	\$1.16	\$1.62	\$1.47	\$1,153.81	\$587.59	\$309.82
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62	\$129.27	\$112.04	\$0.47	\$0.65	\$0.59	\$465.38	\$237.00	\$124.96
	Total	\$1,319.34	\$1,499.25	\$1,754.12	\$854.57	\$449.77	\$389.81	\$1.63	\$2.27	\$2.06	\$1,619.19	\$824.59	\$434.78

SCTDF & TIF Fee Schedule, Effective June 22, 2019

SACRAMENTO COUNTY TRANSPORTATION DEVELOPMENT FEES
Effective June 22, 2019

DISTRICT	Infrastructure Type	LAND USE TYPE											
		Office		Industrial						Miscellaneous			
		General Office (SF)	General Industrial (SF)	Warehouse (SF)	Mini Warehouse/ Self Storage (Unit/Space)	High Cube (SF)	Commercial Agricultural Building (SF)	Religious Center (SF)	Day Care Center (SF)	Convalescent Hospital (SF)	Congregate Care (DU)	Golf Course (Holes)	Private School (SF)
1	SCTDF	\$15.26	\$9.54	\$2.86	\$294.16	\$9.70	\$0.95	\$5.57	\$21.47	\$3.98	\$1,272.05	\$59,786.40	\$12.88
	TIF	\$1.03	\$0.64	\$0.19	\$19.76	\$0.65	\$0.06	\$0.37	\$1.44	\$0.27	\$85.47	\$4,016.96	\$0.87
	Adm. Total	\$0.41	\$0.26	\$0.08	\$7.97	\$0.26	\$0.03	\$0.15	\$0.58	\$0.11	\$34.47	\$1,620.22	\$0.35
2	SCTDF	\$16.70	\$10.44	\$3.13	\$321.89	\$10.61	\$1.04	\$6.09	\$23.49	\$4.36	\$1,391.99	\$65,423.58	\$14.10
	TIF	\$15.64	\$9.78	\$2.93	\$301.45	\$9.94	\$0.98	\$5.70	\$22.00	\$4.07	\$1,303.57	\$61,267.56	\$13.20
	Adm. Total	\$1.03	\$0.64	\$0.19	\$19.76	\$0.65	\$0.06	\$0.37	\$1.44	\$0.27	\$85.47	\$4,016.96	\$0.87
3	SCTDF	\$0.41	\$0.26	\$0.08	\$7.97	\$0.26	\$0.03	\$0.15	\$0.58	\$0.11	\$34.47	\$1,620.22	\$0.35
	TIF	\$17.08	\$10.68	\$3.20	\$329.18	\$10.85	\$1.07	\$6.22	\$24.02	\$4.45	\$1,423.51	\$66,904.74	\$14.42
	Adm. Total	\$20.29	\$12.68	\$3.80	\$391.04	\$12.89	\$1.27	\$7.40	\$28.54	\$5.28	\$1,690.98	\$79,476.03	\$17.12
4	SCTDF	\$1.03	\$0.64	\$0.19	\$19.76	\$0.65	\$0.06	\$0.37	\$1.44	\$0.27	\$85.47	\$4,016.96	\$0.87
	TIF	\$0.41	\$0.26	\$0.08	\$7.97	\$0.26	\$0.03	\$0.15	\$0.58	\$0.11	\$34.47	\$1,620.22	\$0.35
	Adm. Total	\$18.20	\$11.37	\$3.41	\$350.65	\$11.56	\$1.14	\$6.63	\$25.58	\$4.74	\$1,516.34	\$71,267.96	\$15.36
5	SCTDF	\$11.73	\$7.33	\$2.20	\$225.98	\$7.45	\$0.73	\$4.28	\$16.49	\$3.05	\$977.23	\$45,929.75	\$9.89
	TIF	\$0.10	\$0.06	\$0.02	\$1.88	\$0.06	\$0.01	\$0.04	\$0.14	\$0.03	\$8.11	\$381.30	\$0.08
	Adm. Total	\$0.41	\$0.26	\$0.08	\$7.97	\$0.26	\$0.03	\$0.15	\$0.58	\$0.11	\$34.47	\$1,620.22	\$0.35
6	SCTDF	\$12.24	\$7.65	\$2.30	\$235.83	\$7.77	\$0.77	\$4.47	\$17.21	\$3.19	\$1,019.81	\$47,931.27	\$10.32
	TIF	\$7.63	\$4.77	\$1.43	\$147.13	\$4.85	\$0.48	\$2.78	\$10.74	\$1.99	\$636.22	\$29,902.22	\$6.44
	Adm. Total	\$9.07	\$5.67	\$1.70	\$174.86	\$5.76	\$0.57	\$3.30	\$12.76	\$2.37	\$756.16	\$35,539.40	\$7.66
Antelope	SCTDF	\$10.13	\$6.33	\$1.90	\$195.26	\$6.44	\$0.63	\$3.69	\$14.25	\$2.64	\$844.37	\$39,685.41	\$8.55
	TIF	\$1.03	\$0.64	\$0.19	\$19.76	\$0.65	\$0.06	\$0.37	\$1.44	\$0.27	\$85.47	\$4,016.96	\$0.87
	Adm. Total	\$0.41	\$0.26	\$0.08	\$7.97	\$0.26	\$0.03	\$0.15	\$0.58	\$0.11	\$34.47	\$1,620.22	\$0.35
Vineyard	SCTDF	\$11.57	\$7.23	\$2.17	\$222.99	\$7.35	\$0.72	\$4.21	\$16.27	\$3.02	\$964.31	\$45,322.59	\$9.77
	TIF	\$6.28	\$3.93	\$1.18	\$121.06	\$3.99	\$0.39	\$2.29	\$8.83	\$1.64	\$523.50	\$24,604.46	\$5.30
	Adm. Total	\$1.03	\$0.64	\$0.19	\$19.76	\$0.65	\$0.06	\$0.37	\$1.44	\$0.27	\$85.47	\$4,016.96	\$0.87
North Vineyard Station	SCTDF	\$7.72	\$4.83	\$1.45	\$148.79	\$4.90	\$0.48	\$2.81	\$10.85	\$2.02	\$643.44	\$30,241.64	\$6.52
	TIF	\$0.21	\$0.13	\$0.04	\$4.10	\$0.14	\$0.01	\$0.08	\$0.30	\$0.06	\$17.74	\$833.59	\$0.18
	Adm. Total	\$0.29	\$0.18	\$0.05	\$5.64	\$0.19	\$0.02	\$0.11	\$0.41	\$0.08	\$24.40	\$1,146.72	\$0.25
Mather	SCTDF	\$0.41	\$0.26	\$0.08	\$7.97	\$0.26	\$0.03	\$0.15	\$0.58	\$0.11	\$34.47	\$1,620.22	\$0.35
	TIF	\$0.91	\$0.57	\$0.17	\$17.71	\$0.59	\$0.06	\$0.34	\$1.29	\$0.25	\$76.61	\$3,600.53	\$0.78
	Adm. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	SCTDF	\$1.44	\$0.90	\$0.27	\$27.73	\$0.91	\$0.09	\$0.52	\$2.02	\$0.38	\$119.94	\$5,637.18	\$1.22
	TIF	\$0.41	\$0.26	\$0.08	\$7.97	\$0.26	\$0.03	\$0.15	\$0.58	\$0.11	\$34.47	\$1,620.22	\$0.35
	Adm. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SACRAMENTO COUNTY TRANSPORTATION DEVELOPMENT FEES AFFORDABLE HOUSING Effective June 22, 2019					
DISTRICT	Infrastructure Type	Residential Type			
		Single Family less than 1,200 sf (DU)	Single Family 1,200 to 2,499 sf (DU)	Single Family 2,500 sf or more (DU)	Multi-Family (DU)
1	SCTDF	\$4,477.62	\$5,088.20	\$5,953.20	\$2,900.28
	TIF	\$300.84	\$341.87	\$399.99	\$194.87
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62
	Total	\$5,157.66	\$5,860.98	\$6,857.35	\$3,340.77
2	SCTDF	\$4,588.55	\$5,214.26	\$6,100.68	\$2,972.13
	TIF	\$300.84	\$341.87	\$399.99	\$194.87
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62
	Total	\$5,268.59	\$5,987.04	\$7,004.83	\$3,412.62
3	SCTDF	\$5,952.25	\$6,763.92	\$7,913.78	\$3,855.43
	TIF	\$300.84	\$341.87	\$399.99	\$194.87
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62
	Total	\$6,632.29	\$7,536.70	\$8,817.93	\$4,295.92
4	SCTDF	\$4,915.33	\$5,585.60	\$6,535.15	\$3,183.79
	TIF	\$300.84	\$341.87	\$399.99	\$194.87
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62
	Total	\$5,595.37	\$6,358.38	\$7,439.30	\$3,624.28
5	SCTDF	\$3,439.84	\$3,908.91	\$4,573.43	\$2,228.08
	TIF	\$28.56	\$32.45	\$37.97	\$18.50
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62
	Total	\$3,847.60	\$4,372.27	\$5,115.56	\$2,492.20
6	SCTDF	\$2,239.49	\$2,544.87	\$2,977.50	\$1,450.58
	TIF	\$300.84	\$341.87	\$399.99	\$194.87
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62
	Total	\$2,919.53	\$3,317.65	\$3,881.65	\$1,891.07
Antelope	SCTDF	\$2,972.18	\$3,377.48	\$3,951.65	\$1,925.16
	TIF	\$300.84	\$341.87	\$399.99	\$194.87
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62
	Total	\$3,652.22	\$4,150.26	\$4,855.80	\$2,365.65
Vineyard	SCTDF	\$1,842.72	\$2,094.00	\$2,449.98	\$1,193.58
	TIF	\$300.84	\$341.87	\$399.99	\$194.87
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62
	Total	\$2,522.76	\$2,866.78	\$3,354.13	\$1,634.07
North Vineyard Station	SCTDF	\$62.43	\$70.94	\$83.00	\$40.44
	TIF	\$85.88	\$97.59	\$114.18	\$55.63
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62
	Total	\$527.51	\$599.44	\$701.34	\$341.69
Mather	SCTDF	\$0.00	\$0.00	\$0.00	\$0.00
	TIF	\$300.84	\$341.87	\$399.99	\$194.87
	Adm.	\$379.20	\$430.91	\$504.16	\$245.62
	Total	\$680.04	\$772.78	\$904.15	\$440.49

BOARD OF SUPERVISORS**COMMUNICATION RECEIVED & FILED**
(Non-Board Action Item On Agenda)

AGENDA: December 8, 2020

FROM: Sacramento County Sheriff's Department

SUBJECT: Inmate Welfare Fund Annual Report For Fiscal Year 2019-2020

COPIES TO:

- | | |
|--|--|
| <input checked="" type="checkbox"/> EACH SUPERVISOR | <input type="checkbox"/> COUNTY EXECUTIVE |
| <input type="checkbox"/> ASSISTANT COUNTY EXECUTIVE | <input type="checkbox"/> COUNTY COUNSEL |
| <input type="checkbox"/> ADMINISTRATIVE SERVICES | <input type="checkbox"/> MUNICIPAL SERVICES |
| <input type="checkbox"/> SOCIAL SERVICES | <input type="checkbox"/> PUBLIC WORKS & INFRASTRUCTURE |
| <input type="checkbox"/> OTHER: PLANNING & ENVIRONMENTAL REVIEW; FINANCE | |

COPIES SENT ON DECEMBER 3, 2020 BY Amanda Bishop

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
December 8, 2020
"Communication Received and Filed"

To: Board of Supervisors
Through: Navdeep S. Gill, County Executive
From: Scott R. Jones, Sheriff, Sheriff's Office
Subject: Inmate Welfare Fund Annual Report For Fiscal Year 2019-2020
District(s): All

RECOMMENDED ACTION

Receive and file this report.

BACKGROUND

As provided for by Penal Code Section 4025, the Sheriff may establish an inmate commissary store operation within the jail system. This operation provides inmates with needed goods and services. There are also pay telephones which are utilized by inmates while incarcerated.

The profits and other proceeds from the commissary, inmate phone system, and other sources are deposited into the Inmate Welfare Fund. The Inmate Welfare Fund shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the county jail. Any funds that are not needed for the welfare of the inmates may be spent for the maintenance of county jail facilities. Maintenance of county jail facilities may include, but is not limited to, the salary and benefits of personnel used in the programs to benefit the inmates, including, but not limited to, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the Sheriff.

The Sheriff provides the Board of Supervisors with an annual report of Inmate Welfare Fund expenditures.

1. Inmate Welfare Fund – Combined Statement of Revenues and Expenditures for FY 19-20 (Attachment 1).
2. Inmate Welfare Fund – Statement of Change in Financial Position FY 19-20 (Attachment 2).

3. Analysis of Inmate Welfare Fund Financial Operations for Fiscal Year 2015-16 through Fiscal Year 2019-2020 (Attachment 3).

Fiscal Year 2019-20 Inmate Welfare Fund Results

On July 1, 2019, the fund balance was \$7,645,665. There was a decrease in fund balance of \$400,138 for the year, which resulted in an ending fund balance of \$7,245,528 on June 30, 2020.

The total Inmate Welfare Fund revenue received in Fiscal Year 2019-20 was \$4,660,136 (Commissary Commissions \$2,856,240, Telephone Commissions \$1,481,949, Interest \$160,708, and Other/Misc. \$161,240).

Fiscal Year 2020-21 Inmate Welfare Fund Plans

There will be a reduction in fund balance in Fiscal Year 2020-21 for two reasons:

1. The annual revenue has decreased in recent years due to the new contract with IC Solutions, LLC for inmate telephone services. First, there was a one-time contract retention adjustment related to the telephone service contract in the amount of \$3,330,421 that was received in Fiscal Year 2016-17. Second, the payments received from the old contract averaged \$2,443,730 annually. The telephone commissions at the newly contracted rate for the last three complete fiscal years have averaged \$1,142,005; an average decrease of \$1.3 million annually.
2. There are planned expenditures of \$7.2 million in Fiscal Year 2020-21. The Inmate Welfare Fund will finance on-going program costs totaling an estimated \$5,393,678. One-time purchases are estimated to total \$1,782,673 and include additional body scanners, enhanced and increased reentry program services costs, and additional monitoring and security for reentry classrooms and offices.

Based on the current projections for revenue and expenditures, the fund balance in the Inmate Welfare Fund is estimated to be \$4,525,175 at the close of Fiscal Year 2020-21.

The Sheriff's Department is committed to providing inmates with quality goods and services at reasonable costs. We are continuing to use Aramark to provide the commissary services and Inmate Calling Solutions LLC to provide the telephone services to inmates.

FINANCIAL ANALYSIS

No fiscal impact to County General Fund.

Attachment(s): ATT 1 – IWF FY19-20 Statement of Revenues and Expenditures
ATT 2 – IWF FY19-20 Statement of Change in Financial Position
ATT 3 – Analysis of IWF Financial Operations

INMATE WELFARE TRUST FUND

STATEMENT OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR ENDED JUNE 30, 2020

	MAIN JAIL	RCCC	GENERAL	CAPITAL RESERVE	TOTAL
REVENUES					
Commissary Sales	\$ 2,982,336.78	\$ 2,879,512.71	\$ -	\$ -	\$ 5,861,849.49
Sales Proceeds to Contracted Vendor	\$ (1,530,557.12)	\$ (1,475,052.70)	\$ -	\$ -	\$ (3,005,609.82)
Commissary Commissions	\$ 1,451,779.66	\$ 1,404,460.01	\$ -	\$ -	\$ 2,856,239.67
Telephone Commissions	\$ 732,123.48	\$ 749,825.27	\$ -	\$ -	\$ 1,481,948.75
County Pooled Interest	\$ -	\$ -	\$ -	\$ 160,708.00	\$ 160,708.00
Others	\$ 122,195.04	\$ 39,044.48	\$ -	\$ -	\$ 161,239.52
TOTAL REVENUES	\$ 2,306,098.18	\$ 2,193,329.76	\$ -	\$ 160,708.00	\$ 4,660,135.94
EXPENDITURES					
Salaries/Benefits/Training	\$ 1,198,819.68	\$ 1,148,758.58	\$ -	\$ -	\$ 2,347,578.26
Office Supplies/Equipment/Others	\$ 7,820.32	\$ 6,099.63	\$ -	\$ -	\$ 13,919.95
Inmate Recreation	\$ 39,722.84	\$ 37,482.59	\$ -	\$ -	\$ 77,205.43
Indigent Expenses	\$ 28,885.87	\$ 56,043.68	\$ -	\$ -	\$ 84,929.55
Inmate Transportation	\$ -	\$ 25,280.00	\$ -	\$ -	\$ 25,280.00
Inmate Transportation - New Busses	\$ -	\$ -	\$ -	\$ -	\$ -
Inmate Training / Counseling	\$ 171,105.59	\$ 149,624.13	\$ -	\$ -	\$ 320,729.72
Construction Program Expenses	\$ -	\$ 52,417.30	\$ -	\$ -	\$ 52,417.30
Law Library	\$ 73,132.52	\$ 83,479.82	\$ -	\$ -	\$ 156,612.34
Work Project Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Inmate Education	\$ -	\$ 175,889.18	\$ -	\$ -	\$ 175,889.18
Chaplain Program	\$ 41,269.18	\$ 2,603.08	\$ -	\$ -	\$ 43,872.26
Drug Canine	\$ -	\$ -	\$ -	\$ -	\$ -
Special Programs & Services	\$ 16,779.26	\$ -	\$ 1,065.84	\$ -	\$ 17,845.10
Social Services	\$ 4,840.40	\$ 860.16	\$ -	\$ -	\$ 5,700.56
Prior Year Exp	\$ -	\$ -	\$ (44.06)	\$ -	\$ (44.06)
Facility Services & Projects	\$ 660,753.69	\$ 291,246.19	\$ 786,338.24	\$ -	\$ 1,738,338.12
TOTAL EXPENDITURES	\$ 2,243,129.35	\$ 2,029,784.34	\$ 787,360.02	\$ -	\$ 5,060,273.71
INCOME/(LOSS)	\$ 62,968.83	\$ 163,545.42	\$ (787,360.02)	\$ 160,708.00	\$ (400,137.77)
Adjustments to COMPASS					
NET OPERATING GAIN/(LOSS)					\$ (400,137.77)

BOARD OF SUPERVISORS

COMMUNICATION RECEIVED & FILED **(Non-Board Action Item On Agenda)**

AGENDA: December 8, 2020

FROM: Sacramento County Sheriff's Department

SUBJECT: Inmate Welfare Fund Annual Report For Fiscal Year 2019-2020

COPIES TO:

- | | |
|--|--|
| <input checked="" type="checkbox"/> EACH SUPERVISOR | <input type="checkbox"/> COUNTY EXECUTIVE |
| <input type="checkbox"/> ASSISTANT COUNTY EXECUTIVE | <input type="checkbox"/> COUNTY COUNSEL |
| <input type="checkbox"/> ADMINISTRATIVE SERVICES | <input type="checkbox"/> MUNICIPAL SERVICES |
| <input type="checkbox"/> SOCIAL SERVICES | <input type="checkbox"/> PUBLIC WORKS & INFRASTRUCTURE |
| <input type="checkbox"/> OTHER: PLANNING & ENVIRONMENTAL REVIEW; FINANCE | |

COPIES SENT ON DECEMBER 3, 2020 BY Amanda Bishop

Inmate Welfare Fund
Statement of Change in Financial Position
FISCAL YEAR 2019-20

Fund Balance - Unreserved, July 1, 2019	\$7,645,665
Net Operating Gain/(Loss)	<u>(400,138)</u>
Fund Balance - Unreserved, June 30, 2020	<u><u>\$7,245,528</u></u>

Sacramento County Sheriff's Department
Analysis of Inmate Welfare Fund Financial Operations
For Fiscal Year 2015-16 through Fiscal Year 2019-20

	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Five Year Total	Five Year Average
Income Statement							
Ongoing Revenues							
Telephone Service Commissions	\$2,348,148	\$4,352,973	\$891,607	\$1,052,458	\$1,481,949	\$10,127,135	\$2,025,427
Commissary Commissions	2,385,667	2,373,149	2,521,775	2,523,163	2,856,240	\$12,659,994	2,531,999
Interest Income	29,077	85,805	162,229	238,328	160,708	\$676,147	135,229
Other Revenue	160,916	233,528	241,923	241,994	161,240	\$1,039,601	207,920
Total Ongoing Revenues	4,923,808	7,045,455	3,817,534	4,055,944	4,660,136	24,502,877	4,900,575
Ongoing Expenditures							
Cost of Goods Sold	0	0	0	0	0	0	0
Operating Expenses	4,261,325	3,111,163	3,062,328	3,738,909	3,320,870	\$17,494,594	3,498,919
Total Ongoing Expenditures	4,261,325	3,116,163	3,062,328	3,738,909	3,320,870	17,499,594	3,499,919
Net Income (Loss) on Ongoing Operations	662,483	3,929,292	755,206	317,035	1,339,266	7,003,282	1,400,656
Special Program Expenditures							
Facility Maintenance	571,708	355,459	2,130,319	2,963,057	1,738,338	7,758,881	1,551,776
Sewer Rebate						0	0
Home Detention Program Support	129,696	134,447	0	0	1,066	265,209	53,042
Total Special Program Expenditures	701,404	489,906	2,130,319	2,963,057	1,739,404	8,024,090	1,604,818
Net Income (Loss)	(38,921)	3,439,386	(1,375,114)	(2,646,022)	(400,138)	(1,020,809)	(204,162)
Adjustment to Compass				26	0	26	5
Total Adjustments	0	0	0	26	0	26	5
Adjusted Net Income (Loss)	(38,921)	3,439,386	(1,375,114)	(2,645,996)	(400,138)	(1,020,782)	(204,156)
Special Revenue						0	0
Net Income (Loss) for the year	(\$38,921)	\$3,439,386	(\$1,375,114)	(\$2,645,996)	(\$400,138)	(\$1,020,782)	(\$204,156)

	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Five Year Total	Five Year Average
Statement of Changes in Fund Balance							
Fund Balance - Beginning	\$ 8,266,310	\$ 8,227,389	\$ 11,666,775	\$ 10,291,661	\$ 7,645,665	N/A	N/A
Net Income (Loss)	(38,921)	3,439,386	(1,375,114)	(2,645,996)	(400,138)	N/A	N/A
Fund Balance - Ending	\$ 8,227,389	\$ 11,666,775	\$ 10,291,661	\$ 7,645,665	\$ 7,245,528	N/A	N/A

BOARD OF SUPERVISORS

Communication Received and Filed
(Board Non-Action Item)

Agenda: December 8, 2020

From: State Of California Board Of Forestry And Fire Protection

Subject: Resolution Temporarily Suspending The Board's Process For
Certifying Local Ordinances As Equaling Or Exceeding The Board's
Fire Safe Regulations That Apply In The State Responsibility Area
(SRA)

Copies routed:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Each Supervisor | <input checked="" type="checkbox"/> County Executive |
| <input type="checkbox"/> Assistant County Executive | <input checked="" type="checkbox"/> County Counsel |
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Municipal Services |
| <input type="checkbox"/> Social Services | <input type="checkbox"/> Public Works & Infrastructure |
| <input type="checkbox"/> Other: | |

Copies/Referral sent on November 30, 2020, by Grazyna Dawlewicz

BOARD OF FORESTRY AND FIRE PROTECTION

THE NATURAL RESOURCES AGENCY
STATE OF CALIFORNIA

CLERK OF SACRAMENTO
BOARD OF SUPERVISORS

KEITH GILLESS, CHAIR
Wade Crowfoot, Secretary
Gavin Newsom, Governor

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-8007
(916) 653-0989 FAX
[BOF Website \(www.bof.fire.ca.gov\)](http://www.bof.fire.ca.gov)

2020 NOV 19 AM 8:51



November 10, 2020

Sacramento County Board of Supervisors
700 H Street, Suite 2450
Sacramento, CA 95814

Dear Sacramento County Board of Supervisors:

The State Board of Forestry and Fire Protection (Board) adopted Resolution No. 2020-2, a copy of which is enclosed, at its regularly scheduled meeting on November 4, 2020. The resolution temporarily suspends the Board's process for certifying local ordinances as equaling or exceeding the Board's Fire Safe Regulations (14 CCR § 1270 et seq.) that apply in the State Responsibility Area (SRA).

The Fire Safe Regulations impose the minimum fire safety standards for building construction in the SRA pursuant to Public Resources Code section 4290, provided, however, that those regulations do not supersede local ordinances that equal or exceed those standards. The regulations authorize a local jurisdiction to request Board certification that a local ordinance satisfies that standard or has the same practical effect.

The Board amended the Fire Safe Regulations via emergency regulation in July 2020, which invalidated all prior local ordinance certifications as a matter of law. Further, the Board will initiate formal rulemaking for additional statutorily-required amendments to the Fire Safe Regulations within the next few months. The temporary suspension of the Board's certification process allows the Board, local jurisdictions, and stakeholders to focus their collaborative efforts on this critical rulemaking process.

Please contact the Board at (916) 653-8007 with any questions about Board Resolution No. 2020-2 or for more information about the pending rulemaking process.

Respectfully,

A handwritten signature in blue ink, appearing to read "Matt Dias", is written over a light blue horizontal line.

Matt Dias
Executive Officer
Board of Forestry and Fire Protection

CALIFORNIA BOARD OF FORESTRY AND FIRE PROTECTION

RESOLUTION NO. 2020-2

RESOLUTION APPROVING A SUSPENSION ON LOCAL ORDINANCE CERTIFICATION PENDING ADOPTION OF STATUTORILY REQUIRED AMENDMENTS TO THE SRA FIRE SAFE REGULATIONS

WHEREAS, Since 1991, Public Resources Code section 4290 has required the State Board of Forestry and Fire Protection (Board) to adopt regulations, known as the Fire Safe Regulations, to implement minimum fire safety standards applicable to state responsibility area (SRA) lands; the Fire Safe Regulations (14 CCR § 1270 *et seq.*) apply to the perimeter and access to all residential, commercial, and industrial building construction in the SRA; and

WHEREAS, Pursuant Public Resources Code section 4290, subdivision (c), the Fire Safe Regulations do not supersede local ordinances that equal or exceed the minimum standards of those regulations; and

WHEREAS, Pursuant to the Fire Safe Regulations, a local jurisdiction may submit its local ordinance to the Board, and the Board may, in its discretion, certify a local ordinance as equaling or exceeding the Fire Safe Regulations when the local ordinance provides the same practical effect, in which case the local jurisdiction's ordinance shall be applied in lieu of the Fire Safe Regulations; and

WHEREAS, Pursuant to the Fire Safe Regulations, a certification is rendered invalid if subsequent amendments are made to the Fire Safe Regulations or local ordinance; and

WHEREAS, The Board must adopt amendments to the Fire Safe Regulations expeditiously to address new requirements imposed by Senate Bill 901 (Ch. 626, Stats. 2018), which will invalidate all local ordinance certifications within a matter of months; and

WHEREAS, The Board believes a temporary suspension on local ordinance certification is appropriate to avoid the unnecessary invalidation of local ordinance certifications issued between now and adoption of the statutorily-mandated Fire Safe Regulation amendments; and

WHEREAS, The Board acknowledges the unfortunate burdens to local jurisdictions that will result from being unable to seek and secure certification of its local ordinance for the duration of a temporary suspension; and

WHEREAS, Local ordinance certification is a distinct issue from the delegation of inspection authority to a local jurisdiction; certification merely provides clarity as to which standard – the local ordinance or the Fire Safe Regulation – serves as the basis for inspections; thus, a suspension on certifications does not impact a local jurisdiction's ability to seek or retain inspection authority of the applicable fire safe standards, as properly delegated pursuant to 14 CCR § 1270.05; and

WHEREAS, A temporary suspension on certifications does not affect or conflict with Public Resources Code section 4290, subdivision (c), and does not affect the applicability of a local ordinance, rule or regulation, to the extent such local ordinance, rule or regulation equals or exceeds the minimum standards in the Fire Safe Regulations pursuant to Public Resources Code section 4290, subdivision (c); and

WHEREAS, The Fire Safe Regulations would serve as the default standard for all local jurisdictions, and the Board's certification is not statutorily required to preserve a local ordinance to the extent that it is at least "equal" to the Fire Safe Regulations, which would be satisfied where compliance with the local ordinance standard also simultaneously satisfies the Fire Safe Regulation as an identical or lesser-included standard.

NOW, THEREFORE, BE IT RESOLVED, That for the reasons set forth in the above Recitals, the Board will not consider any local ordinance for certification as equaling or exceeding the minimum standards as providing the same practical effect of the Fire Safe Regulation until the amendments to the Fire Safe Regulations in accordance with Public Resources Code section 4290 are adopted and take effect; and

BE IT FURTHER RESOLVED, That the Executive Officer shall notify relevant local jurisdictions of the temporary moratorium by posting this Resolution on the Board's website and distributing copies of this Resolution, as appropriate.

Passed and adopted by the State Board of Forestry and Fire Protection at a regularly scheduled, noticed meeting on November 4, 2020, by the following vote:

Ayes: Gillless, Chase, Delbar, Husari, Jani, Los Huertos, Wade

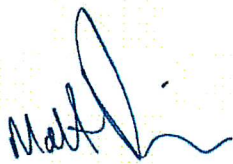
Noes:

Absent: Wheelles

As certified on November 5, 2020, by:



Keith Gillless, Board Chair



Matt Dias, Executive Officer

BOARD OF SUPERVISORS

Communication Received and Filed (Board Non-Action Item)

Agenda: December 8, 2020

From: State Of California Department Of California Highway Patrol

Subject: Notice Of A Hazardous Materials Incident That Occurred On
November 13, 2020, On The Corner Of Main Avenue And
Greenback Lane, Sacramento

Copies routed:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Each Supervisor | <input type="checkbox"/> County Executive |
| <input type="checkbox"/> Assistant County Executive | <input type="checkbox"/> County Counsel |
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Municipal Services |
| <input type="checkbox"/> Social Services | <input type="checkbox"/> Public Works & Infrastructure |
| <input type="checkbox"/> Other: | |

Copies/Referral sent on November 30, 2020, by Grazyna Dawlewicz

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

East Sacramento Area
11336 Trade Center Drive
Rancho Cordova, CA 95742
(916) 464-1450
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS



2020 NOV 19 PM 2:47

November 13, 2020

File No.: 260.15702.16698.hazmatresponse

Sacramento County Board of Supervisors
700 H Street, Suite 2450
Sacramento, CA 95814

To Whom It May Concern:

In compliance with the requirements of Proposition 65, on behalf of the California Highway Patrol, I am notifying you of a hazardous materials incident that occurred on November 13, 2020.

The attached report gives specific details of the incident.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. M. Johnson".

R. M. JOHNSON, Lieutenant
Commander
East Sacramento Area

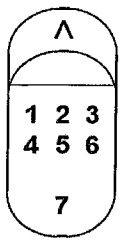
Enclosure



SPECIAL CONDITIONS HAZARDOUS MATERIAL		NUMBER INJURED 1	HT & RUN FELONY <input type="checkbox"/>	CITY UNINCORPORATED		JUDICIAL DISTRICT SACRAMENTO SUPERIOR		LOCAL REPORT NUMBER 9260-2020-01342			
		NUMBER KILLED 0	HT & RUN MISDEMEANOR <input type="checkbox"/>	COUNTY SACRAMENTO		REPORTING DISTRICT 302		DAY OF WEEK FRIDAY	TOW AWAY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
LOCATION	COLLISION OCCURRED ON: GREENBACK LN					MO 11/13/2020	DAY 2020	YEAR 0550	TIME (2400)	NCIC # 9260	OFFICER I.D. 016352
	MILEPOST INFORMATION:					GPS COORDINATES LATITUDE 38.678120°			LONGITUDE - 121.202312°		
	<input checked="" type="checkbox"/> AT INTERSECTION WITH: OR: MAIN AVE					STATE HWY REL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			PHOTOGRAPHS BY: <input checked="" type="checkbox"/> NONE		
PARTY 1	DRIVER'S LICENSE NUMBER B7429662	STATE CA	CLASS C	AIR BAG L	SAFETY EQUIP. G	VEH. YEAR 2008	MAKE / MODEL / COLOR HOND ACCORD WHI		LICENSE NUMBER 8SJX407	STATE CA	
DRIVER <input checked="" type="checkbox"/>	NAME (FIRST, MIDDLE, LAST) VASYL MIKHAYLOVICH DROBOT					OWNER'S NAME <input checked="" type="checkbox"/> SAME AS DRIVER					
PEDES- TRIAN <input type="checkbox"/>	STREET ADDRESS 3316 CORBIN WAY					OWNER'S ADDRESS <input checked="" type="checkbox"/> SAME AS DRIVER					
PARKED VEHICLE <input type="checkbox"/>	CITY / STATE / ZIP SACRAMENTO CA 95827					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER					
BICY- CLIST <input type="checkbox"/>	SEX M	HAIR BRN	EYES HZL	HEIGHT 5-05	WEIGHT 160	MO 07/20/1966	DAY 1966	YEAR W	RACE W		
OTHER <input type="checkbox"/>	HOME PHONE (916)504-7884		BUSINESS PHONE (916)504-6622		VEHICLE IDENTIFICATION NUMBER: JHMFA36248S020445						
INSURANCE CARRIER FARMERS					POLICY NUMBER 194025797		VEHICLE TYPE 01		DESCRIBE VEHICLE DAMAGE <input type="checkbox"/> UNK <input type="checkbox"/> NONE <input type="checkbox"/> MINOR <input type="checkbox"/> MOD <input checked="" type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER		SHADE IN DAMAGED AREA TOP/BOTTOM
DIR OF TRAVEL ON STREET OR HIGHWAY E GREENBACK LANE					SPEED LIMIT 45		CAL-T TCP/PSC		MC/MX		
PARTY 2	DRIVER'S LICENSE NUMBER K0181528	STATE CA	CLASS C	AIR BAG M	SAFETY EQUIP. G	VEH. YEAR 2002	MAKE / MODEL / COLOR FORD RANGER BLK		LICENSE NUMBER 36849T2	STATE CA	
DRIVER <input checked="" type="checkbox"/>	NAME (FIRST, MIDDLE, LAST) WILLIAM ROBERT BEVERIDGE					OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER					
PEDES- TRIAN <input type="checkbox"/>	STREET ADDRESS 1617 OLD HART RANCH RD					OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER					
PARKED VEHICLE <input type="checkbox"/>	CITY / STATE / ZIP ROSEVILLE CA 95661					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER					
BICY- CLIST <input type="checkbox"/>	SEX M	HAIR GRY	EYES BRN	HEIGHT 6-02	WEIGHT 190	MO 12/16/1944	DAY 1944	YEAR W	RACE W		
OTHER <input type="checkbox"/>	HOME PHONE (916)782-7958		BUSINESS PHONE UNKNOWN		VEHICLE IDENTIFICATION NUMBER: 1FTYR10U72PA98956						
INSURANCE CARRIER MID CENTURY					POLICY NUMBER 602275188		VEHICLE TYPE 22		DESCRIBE VEHICLE DAMAGE <input type="checkbox"/> UNK <input type="checkbox"/> NONE <input type="checkbox"/> MINOR <input checked="" type="checkbox"/> MOD <input type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER		SHADE IN DAMAGED AREA TOP/BOTTOM
DIR OF TRAVEL ON STREET OR HIGHWAY N MAIN AVE					SPEED LIMIT 35		CAL-T TCP/PSC		MC/MX		
PARTY 3	DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR		LICENSE NUMBER	STATE	
DRIVER <input type="checkbox"/>	NAME (FIRST, MIDDLE, LAST)					OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER					
PEDES- TRIAN <input type="checkbox"/>	STREET ADDRESS					OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER					
PARKED VEHICLE <input type="checkbox"/>	CITY / STATE / ZIP					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER					
BICY- CLIST <input type="checkbox"/>	SEX	HAIR	EYES	HEIGHT	WEIGHT	MO	BIRTHDATE DAY	YEAR	RACE		
OTHER <input type="checkbox"/>	HOME PHONE		BUSINESS PHONE		VEHICLE IDENTIFICATION NUMBER:						
INSURANCE CARRIER					POLICY NUMBER		VEHICLE TYPE		DESCRIBE VEHICLE DAMAGE <input type="checkbox"/> UNK <input type="checkbox"/> NONE <input type="checkbox"/> MINOR <input type="checkbox"/> MOD <input type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER		SHADE IN DAMAGED AREA
DIR OF TRAVEL ON STREET OR HIGHWAY					SPEED LIMIT		CAL-T TCP/PSC		MC/MX		
PREPARER'S NAME K NIELSEN 016352					DISPATCH NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		REVIEWER'S NAME T SENTER 019281			DATE REVIEWED 11/17/2020	

DATE OF COLLISION (MO. DAY YEAR) 11/13/2020	TIME(2400) 0550	NCIC # 9260	OFFICER I.D. 016352	NUMBER 9260-2020-01342
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PROPERTY DAMAGE	OWNER'S NAME	OWNER ADDRESS	NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO
	DESCRIPTION OF DAMAGE		

SEATING POSITION  <p>1 - DRIVER 2 TO 6 - PASSENGERS 7 - STATION WAGON REAR 8 - REAR. OCC TRK. OR VAN 9 - POSITION UNKNOWN 0 - OTHER</p>	SAFETY EQUIPMENT OCCUPANTS A - NONE IN VEHICLE B - UNKNOWN C - LAP BELT USED D - LAP BELT NOT USED E - SHOULDER HARNESS USED F - SHOULDER HARNESS NOT USED G - LAP/SHOULDER HARNESS USED H - LAP/SHOULDER HARNESS NOT USED J - PASSIVE RESTRAINT USED K - PASSIVE RESTRAINT NOT USED P - NOT REQUIRED CHILD RESTRAINT Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE USE UNKNOWN T - IN VEHICLE IMPROPER USE U - NONE IN VEHICLE M / C BICYCLE HELMET DRIVER PASSENGER V - NO X - NO W - YES Y - YES	AIR BAG B - UNKNOWN L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER P - NOT REQUIRED EJECTED FROM VEHICLE 0 - NOT EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN	INATTENTION CODES A - CELL PHONE HANDHELD B - CELL PHONE HANDSFREE C - ELECTRONIC EQUIPMENT D - RADIO / CD E - SMOKING F - EATING G - CHILDREN H - ANIMALS I - PERSONAL HYGIENE J - READING K - OTHER
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ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.

PRIMARY COLLISION FACTOR LIST NUMBER (#) OF PARTY AT FAULT	TRAFFIC CONTROL DEVICES	1	2	3	SPECIAL INFORMATION	1	2	3	MOVEMENT PRECEDING COLLISION	
1 VC SECTION VIOLATED: CITED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO A 21453(A)	<input checked="" type="checkbox"/> A CONTROLS FUNCTIONING				A HAZARDOUS MATERIAL				A STOPPED	
B OTHER IMPROPER DRIVING*	<input type="checkbox"/> B CONTROLS NOT FUNCTIONING*				B CELL PHONE HANDHELD IN USE		<input checked="" type="checkbox"/>		B PROCEEDING STRAIGHT	
C OTHER THAN DRIVER*	<input type="checkbox"/> C CONTROLS OBSCURED				C CELL PHONE HANDSFREE IN USE				C RAN OFF ROAD	
D UNKNOWN*	<input type="checkbox"/> D NO CONTROLS PRESENT / FACTOR*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		D CELL PHONE NOT IN USE				D MAKING RIGHT TURN	
	TYPE OF COLLISION				E SCHOOL BUS RELATED		<input checked="" type="checkbox"/>		E MAKING LEFT TURN	
	<input type="checkbox"/> A HEAD - ON				F 75 FT MOTORTRUCK COMBO				F MAKING U TURN	
	<input type="checkbox"/> B SIDE SWIPE				G 32 FT TRAILER COMBO				G BACKING	
	<input type="checkbox"/> C REAR END				H				H SLOWING / STOPPING	
WEATHER (MARK 1 TO 2 ITEMS)	<input checked="" type="checkbox"/> D BROADSIDE				I				I PASSING OTHER VEHICLE	
<input type="checkbox"/> A CLEAR	<input type="checkbox"/> E HIT OBJECT				J				J CHANGING LANES	
<input checked="" type="checkbox"/> B CLOUDY	<input type="checkbox"/> F OVERTURNED				K				K PARKING MANEUVER	
<input type="checkbox"/> C RAINING	<input type="checkbox"/> G VEHICLE / PEDESTRIAN				L				L ENTERING TRAFFIC	
<input type="checkbox"/> D SNOWING	<input type="checkbox"/> H OTHER*:				M				M OTHER UNSAFE TURNING	
<input type="checkbox"/> E FOG / VISIBILITY FT.					N				N XING INTO OPPOSING LANE	
<input type="checkbox"/> F OTHER*:	MOTOR VEHICLE INVOLVED WITH				O				O PARKED	
<input type="checkbox"/> G WIND	<input type="checkbox"/> A NON - COLLISION								P MERGING	
LIGHTING		<input type="checkbox"/> B PEDESTRIAN			OTHER ASSOCIATED FACTORS (MARK 1 TO 2 ITEMS)				Q TRAVELING WRONG WAY	
<input type="checkbox"/> A DAYLIGHT	<input checked="" type="checkbox"/> C OTHER MOTOR VEHICLE								R OTHER*:	
<input type="checkbox"/> B DUSK - DAWN	<input type="checkbox"/> D MOTOR VEHICLE ON OTHER ROADWAY									
<input checked="" type="checkbox"/> C DARK - STREET LIGHTS	<input type="checkbox"/> E PARKED MOTOR VEHICLE				A VC SECTION VIOLATED: CITED: <input type="checkbox"/> YES <input type="checkbox"/> NO					
<input type="checkbox"/> D DARK - NO STREET LIGHTS	<input type="checkbox"/> F TRAIN				B VC SECTION VIOLATED: CITED: <input type="checkbox"/> YES <input type="checkbox"/> NO					
<input type="checkbox"/> E DARK - STREET LIGHTS NOT FUNCTIONING*	<input type="checkbox"/> G BICYCLE				C VC SECTION VIOLATED: CITED: <input type="checkbox"/> YES <input type="checkbox"/> NO					
ROADWAY SURFACE		<input type="checkbox"/> H ANIMAL:			D				SOBRIETY - DRUG PHYSICAL (MARK 1 TO 2 ITEMS)	
<input checked="" type="checkbox"/> A DRY	<input type="checkbox"/> I FIXED OBJECT:				E VISION OBSCUREMENT:				A HAD NOT BEEN DRINKING	
<input type="checkbox"/> B WET	<input type="checkbox"/> J OTHER OBJECT:				F INATTENTION*:				B HBD - UNDER INFLUENCE	
<input type="checkbox"/> C SNOWY - ICY					G STOP & GO TRAFFIC				C HBD - NOT UNDER INFLUENCE*	
<input type="checkbox"/> D SLIPPERY (MUDDY, OILY, ETC.)					H ENTERING / LEAVING RAMP				D HBD - IMPAIRMENT UNKNOWN*	
ROADWAY CONDITION(S) (MARK 1 TO 2 ITEMS)		PEDESTRIAN'S ACTIONS				I PREVIOUS COLLISION				E UNDER DRUG INFLUENCE*
<input type="checkbox"/> A HOLES, DEEP RUT*	<input checked="" type="checkbox"/> A NO PEDESTRIANS INVOLVED				J UNFAMILIAR WITH ROAD				F IMPAIRMENT - PHYSICAL*	
<input type="checkbox"/> B LOOSE MATERIAL ON ROADWAY*	<input type="checkbox"/> B CROSSING IN CROSSWALK - AT INTERSECTION				K DEFECTIVE VEH. EQUIP.: CITED: <input type="checkbox"/> YES <input type="checkbox"/> NO				G IMPAIRMENT NOT KNOWN	
<input type="checkbox"/> C OBSTRUCTION ON ROADWAY*	<input type="checkbox"/> C CROSSING IN CROSSWALK - NOT AT INTERSECTION				L UNINVOLVED VEHICLE				H NOT APPLICABLE	
<input type="checkbox"/> D CONSTRUCTION - REPAIR ZONE	<input type="checkbox"/> D CROSSING - NOT IN CROSSWALK				M OTHER*:				I SLEEPY / FATIGUED*	
<input type="checkbox"/> E REDUCED ROADWAY WIDTH	<input type="checkbox"/> E IN ROAD - INCLUDES SHOULDER				N NONE APPARENT					
<input type="checkbox"/> F FLOODED*	<input type="checkbox"/> F NOT IN ROAD				O RUNAWAY VEHICLE					
<input type="checkbox"/> G OTHER*:	<input type="checkbox"/> G APPROACHING / LEAVING SCHOOL BUS									
<input checked="" type="checkbox"/> H NO UNUSUAL CONDITIONS										

SKETCH FOR SKETCH DIAGRAM, SEE PAGE 4


 INDICATE NORTH

MISCELLANEOUS

INJURED / WITNESSES / PASSENGERS**
CHP 555 CARS PAGE 3 (REV 11-16) OPI 060

DATE OF COLLISION (MO. DAY YEAR) 11/13/2020				TIME(2400) 0550		NCIC # 9260		OFFICER I.D. 016352				NUMBER 9260-2020-01342					
WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY ('X' ONE)				INJURED WAS ('X' ONE)					PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
				FATAL INJURY	SUSPECTED SERIOUS INJURY	SUSPECTED MINOR INJURY	POSSIBLE INJURY	DRIVER	PASS.	PED.	BICYCLIST	OTHER					
<input type="checkbox"/> #	<input checked="" type="checkbox"/>	64	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	3	M	G	0

NAME / D.O.B. / ADDRESS: VINCENT DEAN POCOROBA (05/19/1956) 8405 MILKY WAY ORANGEVALE CA 95662
 TELEPHONE: (916)602-5071

(INJURED ONLY) TRANSPORTED BY: EMS RUN NUMBER TAKEN TO:

DESCRIBE INJURIES:

VICTIM OF VIOLENT CRIME NOTIFIED

<input checked="" type="checkbox"/> # 1	<input type="checkbox"/>	61	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	----	---	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

NAME / D.O.B. / ADDRESS: ROBERT WILLIAM ANGAM (12/07/1958) 769 SPAULDING DR ROSEVILLE CA 95678
 TELEPHONE: (916)254-4550

(INJURED ONLY) TRANSPORTED BY: EMS RUN NUMBER TAKEN TO:

DESCRIBE INJURIES:

VICTIM OF VIOLENT CRIME NOTIFIED

<input type="checkbox"/> #	<input type="checkbox"/>	75	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	1	M	G	0
----------------------------	--------------------------	----	---	--------------------------	--------------------------	--------------------------	-------------------------------------	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------	---	---	---	---	---

NAME / D.O.B. / ADDRESS: WILLIAM ROBERT BEVERIDGE (12/16/1944) 1617 OLD HART RANCH RD ROSEVILLE CA 95661
 TELEPHONE: (916)782-7958

(INJURED ONLY) TRANSPORTED BY: NOT TRANSPORTED EMS RUN NUMBER TAKEN TO: WILL SEEK OWN AID

DESCRIBE INJURIES: COMPLAINT OF PAIN TO LEFT SIDE.

VICTIM OF VIOLENT CRIME NOTIFIED

<input type="checkbox"/> #	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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NAME / D.O.B. / ADDRESS: TELEPHONE:

(INJURED ONLY) TRANSPORTED BY: EMS RUN NUMBER TAKEN TO:

DESCRIBE INJURIES:

VICTIM OF VIOLENT CRIME NOTIFIED

<input type="checkbox"/> #	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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NAME / D.O.B. / ADDRESS: TELEPHONE:

(INJURED ONLY) TRANSPORTED BY: EMS RUN NUMBER TAKEN TO:

DESCRIBE INJURIES:

VICTIM OF VIOLENT CRIME NOTIFIED

PREPARER'S NAME K NIELSEN	I.D. NUMBER 016352	MO. DAY YEAR 11/13/2020	REVIEWER'S NAME T SENTER 019281	MO. DAY YEAR 11/17/2020
------------------------------	-----------------------	----------------------------	------------------------------------	----------------------------

STATE OF CALIFORNIA
SKETCH DIAGRAM

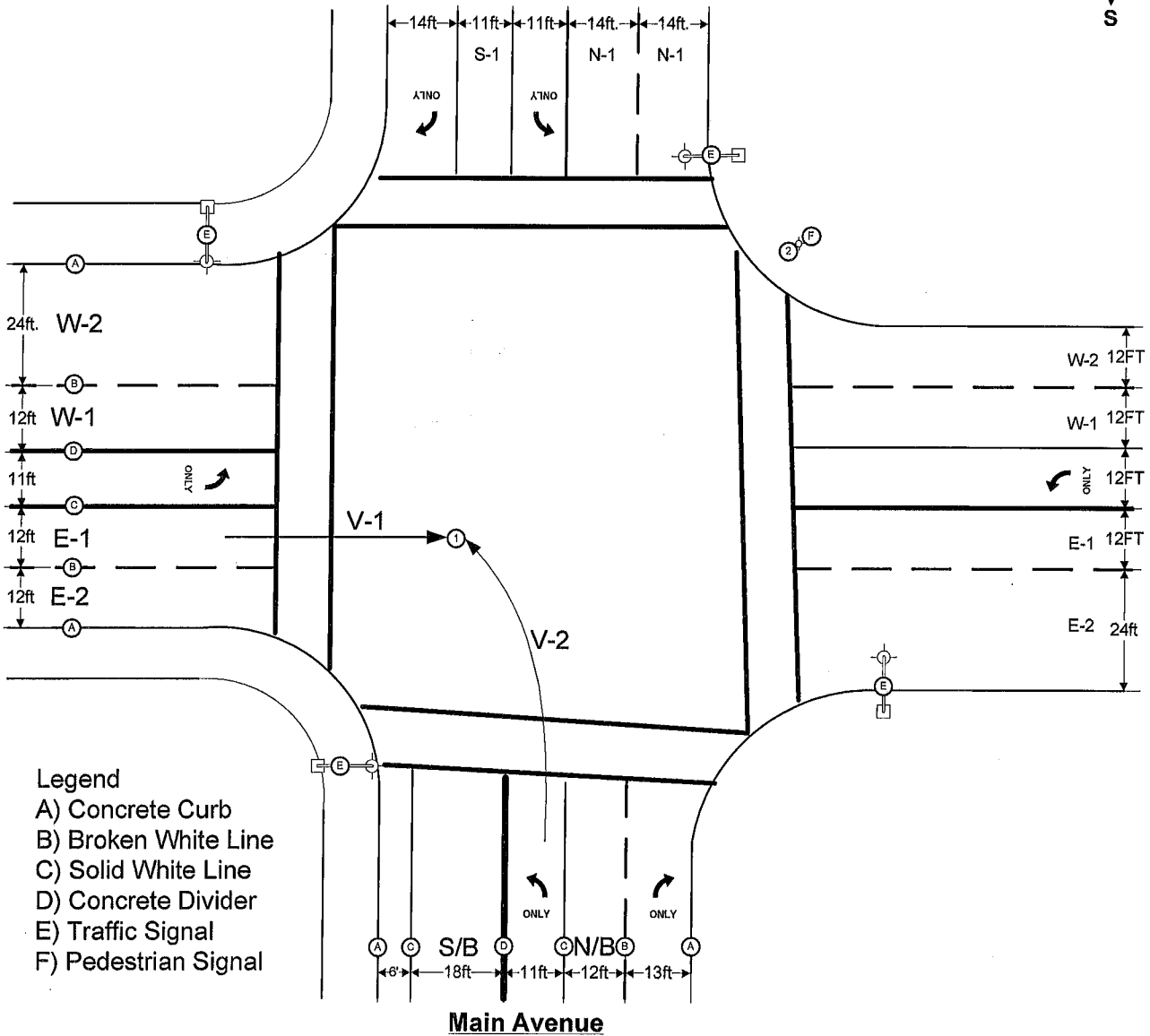
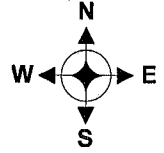
CHP 555 Page 4 (Rev. 04-11) OPI 060

PAGE 4 OF 6

DATE OF INCIDENT 11/13/2020	TIME 0550	NCIC NUMBER 9260	OFFICER I.D. 016352	NUMBER 9260-2020-01342
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ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE=)

Greenback Lane



PREPARED BY K NIELSEN	I.D. NUMBER 016352	DATE 11/13/2020	REVIEWER'S NAME T SENTER 019281	DATE 11/17/2020
--------------------------	-----------------------	--------------------	------------------------------------	--------------------

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/13/2020	0550	9260	016352	9260-2020-01342

1 NOTIFICATION:

2 I was dispatched to a call of a traffic collision with ambulance responding at approximately 0600
3 hours. I responded from the east Sacramento Area Office and arrived at the collision scene at
4 approximately 0621 hours. All times, speeds, and measurements in this report are approximate.
5 Measurements were taken by online mapping and visual estimation.

7 HAZARDOUS MATERIALS:

8 Vehicle # 2 (Ford) had numerous pool cleaning / maintenance supplies and chemicals that were
9 ejected out of its bed and onto the roadway as a result of this collision. Approximately 2 gallons of
10 muriatic acid and 20 pounds of chlorine tablets were spilled onto the roadway. Sergeant Jared ID,
11 16698 was notified and responded to the scene along with Sacramento Metro Fire Department
12 Hazardous materials team. Sacramento County roads responded to the scene and with the use
13 of absorbent and a roadway sweeper, the scene was cleaned and deemed safe. The roadway
14 opened at approximately 0900 hours.

16 STATEMENTS:

17 **STATEMENTS ARE NOT VERBATIM AND ARE WRITTEN IN SUMMARY FORM. THE STATEMENTS WERE READ**
18 **BACK TO THE INVOLVED PARTIES FOR VERIFICATION.**

20 **Party # 1 (Drobot):** was contacted at the collision scene and identified by a California Driver's
21 License. P-1 related to me in essence that: He was driving Vehicle # 1 (Honda) on Greenback
22 Lane eastbound in the # 1 lane at approximately 25-30 miles per hour. As he approached the
23 intersection of Main Ave. the light for Greenback Lane eastbound was green. He proceeded into
24 the intersection and V-2 came out in front of V-1 from Main Ave northbound and collided with the
25 front of V-1.

27 **Party # 2 (Beveridge):** was contacted at the collision scene and identified by a California Driver's
28 License. P-2 related to Officer Asp ID, 15931 in essence that: He was driving Vehicle # 2 (Ford)
29 and was stopped for the red arrow on Main Ave. Northbound in the left turn pocket for Greenback
30 Lane westbound. The light turned to a green arrow and he proceeded into the intersection. He
31 felt an impact to the left side of V-2. V-2 spun around and he pulled V-2 over to the right shoulder.

33 **Passenger # 1 (Dean):** was contacted at the collision scene and was identified by a California
34 Driver's License. Pass-1 related to Officer Asp ID, 15931 in essence that: He was sitting in the
35 right front passenger seat of V-2. P-2 was driving V-2 and was stopped on Main Ave northbound
36 in the left turn pocket for Greenback Lane westbound at the red arrow light. The red arrow light
37 turned green and P-2 accelerated into the intersection to make the left turn. V-1 was traveling on
38 Greenback Lane eastbound in the # 1 lane at 40 miles per hour. V-1 didn't stop and collided into
39 the left side of V-2.

41 **Witness # 1 (Angam):** was contacted by phone at approximately 0700 hours and was identified
42 verbally. W-1 related to me in essence that: He was driving his vehicle on Greenback Lane
43 eastbound about 300-400 yards behind V-1. V-1 was in the # 1 lane of Greenback Lane

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
K NIELSEN	016352	11/13/2020	T SENTER 019281	11/17/2020

NARRATIVE/SUPPLEMENTAL

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D. NUMBER
11/13/2020	0550	9260	016352

NUMBER
9260-2020-01342

1 eastbound at 40-45 miles per hour. The light for Greenback Lane turned red ahead of V-1. V-1
 2 did not stop for the red light and proceeded into the intersection. V-1 collided with V-2 which was
 3 heading north on Main Ave. He stopped and contacted P-1 and it appeared P-1 was attempting to
 4 leave the scene but was unable to as V-1 was too damaged.

5
 6 ***THE SUMMARY, AREA OF IMPACT(S) AND CAUSE WERE BASED ON PHYSICAL EVIDENCE, VEHICLE DAMAGE***
 7 ***AND STATEMENTS.***

8
 9 **SUMMARY:**

10 Party # 2 (Beveridge) was driving Vehicle # 2 (Ford) on Main Ave northbound in the left turn lane
 11 for Greenback Lane westbound and was stopped at the limit line on a red arrow. Party # 1
 12 (Drobot) was driving Vehicle # 1 (Honda) on Greenback Lane eastbound in the # 1 lane at a
 13 speed of approximately 40 miles per hour to the left of V-1 and approaching the intersection of
 14 Main Ave. The traffic signal for Greenback Lane eastbound cycled to red and the left turn arrow
 15 for Main Ave northbound cycled to green. P-1 failed to stop for the solid red light and proceeded
 16 into intersection as P-2 accelerated V-2 into the intersection. The front of V-1 collided with the left
 17 side of V-2. V-1 came to rest facing a northeasterly direction within the intersection. P-2 drove
 18 V-2 to the right shoulder of Main Ave. southbound just south of Greenback Lane and stopped.

19
 20 **AREA OF IMPACT:**

21 A.O.I. # 1 (V-1 vs. V-2) was located approximately 20 feet east of the west roadway edge
 22 prolongation of Main Ave, and approximately 20 feet north of the south roadway edge
 23 prolongation of Greenback Lane eastbound.

24
 25 **CAUSE:**

26 Party # 1 (Drobot) caused this collision by driving Vehicle # 1 (Honda) in violation of 21453(a)
 27 CVC which states that: A driver facing a steady circular red signal alone shall stop at a marked
 28 limit line, but if none, before entering the crosswalk on the near side of the intersection or, if none,
 29 then before entering the intersection, and shall remain stopped until an indication to proceed is
 30 shown, except as provided in subdivision (b).

31
 32 **RECOMMENDATIONS:**

33 None.

34

35

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
K NIELSEN	016352	11/13/2020	T SENTER 019281	11/17/2020

HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER 20-6325	COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER 9260-2020-01342 <input type="checkbox"/> No
--------------------------------------	---

HAZMAT CASUALTIES NO EXPOSED/DECONNED 0	NO INJURED 0	NO KILLED 0	CITY Unincorporated	JUDICIAL DISTRICT Sacramento County	PHOTOGRAPHS BY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NONE
AGENCY PERSONNEL 0	OTHERS 0	INCIDENT DATE (MM/DD/YYYY) 11/13/2020	COUNTY Sacramento	NCIC 9260	HAZMAT PLACARDS DISPLAYED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
INCIDENT TIME 0550 HOURS	TIME CALTRANS/COUNTY ROADS NOTIFIED 0612 HOURS	TIME O E S NOTIFIED 0736 HOURS	STATE HIGHWAY RELATED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

INCIDENT OCCURRED ON
Greenback Lane

AT INTERSECTION WITH **Main Avenue**
 OR

MILEPOST INFORMATION

GPS COORDINATES
LATITUDE **38.404113°** LONGITUDE **-121.120843°**

NAME (FIRST, MIDDLE, LAST) William Robert Beveridge	DRIVER'S LICENSE NUMBER K0181528	STATE CA	VEH. YEAR 2002	MAKE Ford, Ranger	LICENSE NUMBER 36849F2	STATE CA
STREET ADDRESS 1617 Old Hart Ranch Road			VEH. YEAR	MAKE	LICENSE NUMBER	STATE
CITY/STATE/ZIP CODE Roseville, CA			VEH. YEAR	MAKE	LICENSE NUMBER	STATE
HOME PHONE (916) 782-7958	BUSINESS PHONE	CARRIER NAME				

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

On-site fire services Chemtrec
 Private info source Poison Control Center
 Off-site fire services Safety Data Sheet
 On-site non-fire services Placards/Signs
 Off-site non-fire services Shipping papers
 Computer software Emergency Response Guidebook
 Chemist No reference material used
 Other

REGISTERED OWNER SAME AS DRIVER
All Cities Pool, William or Susan Beveridge

OWNER'S ADDRESS SAME AS DRIVER
1617 Old Hart Ranch Road, Roseville CA 95661

VEHICLE IDENTIFICATION NUMBER

VEHICLE TYPE 22	CA NUMBER	DOT NUMBER
---------------------------	-----------	------------

CHEMICAL/TRADE NAME Chlorine	UN NUMBER 1026	DOT HAZARD CLASS 5.1	QUANTITY RELEASED (LBS., GAL., ETC.) 20 gallons	EXTENT OF RELEASE Outside vehicle	PHYSICAL STATE STORED Solid	PHYSICAL STATE RELEASED Solid
--	--------------------------	--------------------------------	---	---	---------------------------------------	---

CONTAINER TYPE Can/Bottle	CONTAINER CAPACITY (LBS., GAL., ETC.) 5 gallons	CONTAINER MATERIAL Plastic, flexible	LEVEL OF CONTAINER Above ground
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CHEMICAL/TRADE NAME Muriatic Acid	UN NUMBER 1789	DOT HAZARD CLASS 8	QUANTITY RELEASED (LBS., GAL., ETC.) 2 Gallon	EXTENT OF RELEASE Outside vehicle	PHYSICAL STATE STORED Liquid	PHYSICAL STATE RELEASED Liquid
---	--------------------------	------------------------------	---	---	--	--

CONTAINER TYPE Can/Bottle	CONTAINER CAPACITY (LBS., GAL., ETC.) 1 Gallon	CONTAINER MATERIAL Plastic, flexible	LEVEL OF CONTAINER Above ground
-------------------------------------	--	--	---

PROPERTY USE County/City road	SURROUNDING AREA Residential	PROPERTY MANAGEMENT County
---	--	--------------------------------------

RELEASE FACTORS Collision/Overturn	EQUIPMENT TYPE INVOLVED No equipment involved	HAZMAT CONFIRMED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---	---

CITATION ISSUED OR COMPLAINT TO BE FILED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	PRIMARY CAUSE OF INCIDENT <input type="checkbox"/> Violation	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---	---

Other Code violation

Other cause **Vehicle was involved in a collision/not at fault.**

DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?
 Yes No WEATHER **Clear**

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

Sequence of events Evacuation details Cleanup actions CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)

Road closures Environmental impact Actions of other agencies

COMPLETE THE FOLLOWING

Incident Action Plan Site Safety Plan Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE 11/13/2020 0905 HOURS	BY WHOM (NAME, TITLE AND AGENCY) Kevin Smith, Environmental Specialist, County of Sacramento, Environmental Management Dept.
---	--

PREPARER'S NAME, RANK, AND ID NUMBER J. Jared, Sergeant, 016698	DATE 11/13/2020	REVIEWER'S NAME, RANK, AND ID NUMBER R. M. Johnson Lt. 15702	DATE 11.17.20
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HAZARDOUS MATERIALS INCIDENT REPORT

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	PAGE OF	OES CONTROL #
11/13/2020	2055	9260	016698	20-6325	

INCIDENT ACTION PLAN (IAP)

GENERAL INFORMATION:

- Clearly Identify the Incident Commander and the Safety Officer
- Incident Commander: J. Jared, 016698, Sergeant
- Safety Officer: Sacramento Metropolitan Fire District, Battalion Chief, M. Johnson
- Protect Lives, Environment and Property
- Comply with CFR29, 1910.120(q) and CCR 8, 5192(q)

SITE SAFETY PLAN

GENERAL INFORMATION

- Safety of all persons is the highest priority
- ALL** personnel will be briefed on operations and **BEFORE** work begins
- No person will exceed their level of training, capabilities or resources
- PRODUCT(S) INVOLVED**
Muriatic Acid, Chlorine tablets
- Medical signs of exposure
 - a) None.
 - b) _____
 - c) _____

Zones

- HOT (Exclusion) Zone
- WARM (Contamination Reduction) Zone
- COLD (Support) Zone

SKETCH OF INCIDENT:

See traffic collision report 9260-2020-01342.

PREPARER'S NAME/TITLE	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
J. Jared, Sergeant	016698	11/13/20		

BOARD OF SUPERVISORS

Communication Received and Filed
(Board Non-Action Item)

Agenda: December 8, 2020

From: State Of California Department Of Parks And Recreation Office Of
Historic Preservation

Subject: National Register Of Historic Places Nomination For North
Sacramento School

Copies routed:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Each Supervisor | <input type="checkbox"/> County Executive |
| <input type="checkbox"/> Assistant County Executive | <input type="checkbox"/> County Counsel |
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Municipal Services |
| <input type="checkbox"/> Social Services | <input type="checkbox"/> Public Works & Infrastructure |
| <input type="checkbox"/> Other: | |

Copies/Referral sent on November 30, 2020, by Grazyna Dawlewicz



DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION

Armando Quintero, Director

Julianne Polanco, State Historic Preservation Officer
1725 23rd Street, Suite 100, Sacramento, CA 95816-7100
Telephone: (916) 445-7000 FAX: (916) 445-7053
calshpo.ohp@parks.ca.gov www.ohp.parks.ca.gov

2020 NOV 30 AM 10:55
COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

November 24, 2020

Clerk of the Board
Sacramento County Board of Supervisors
Sacramento County Administration Center
700 H Street, Suite 2450
Sacramento, CA 95814

RE: National Register of Historic Places Nomination for North Sacramento School

Dear Board of Supervisors:

Pursuant to Federal Regulations 36 CFR Part 60.6(c) I am notifying you that the State Historical Resources Commission (SHRC) at its next meeting intends to consider and take action on the nomination of the above-named property to the National Register of Historic Places (National Register). Details on that meeting are on the enclosed notice. The National Register is the federal government's official list of historic buildings and other cultural resources worthy of preservation. Listing in the National Register provides recognition and assists in preserving California's cultural heritage. If the item is removed from the scheduled agenda, you will be notified by mail.

Local government comments regarding the National Register eligibility of this property are welcomed. Letters should be sent to California State Parks, Attn: Office of Historic Preservation, Julianne Polanco, State Historic Preservation Officer, 1725 23rd Street, Suite 100, Sacramento, California 95816. So that the SHRC will have adequate time to consider them, it is requested, but not required, that written comments be received by the Office of Historic Preservation fifteen (15) days before the SHRC meeting. Interested parties are encouraged to attend the SHRC meeting and present oral testimony.

As of January 1, 1993, all National Register properties are automatically included in the California Register of Historical Resources (California Register) and afforded consideration in accordance with state and local environmental review procedures.

The federal requirements covering the National Register program are to be found in the National Preservation Act of 1966, as amended, and in Federal Regulations 36 CFR Part 60. State law regarding the California Register is in the Public Resources Code, Section 5024. Should you have questions regarding this nomination, or would like a copy of the nomination, please contact the Registration Unit at (916) 445-7009. **Note that staff revises nominations throughout the nomination process.**

Sincerely,

Julianne Polanco
State Historic Preservation Officer



DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION
STATE HISTORICAL RESOURCES COMMISSION

Julianne Polanco, State Historic Preservation Officer
1725 23rd Street, Suite 100, Sacramento, CA 95816-7100
Telephone: (916) 445-7000 FAX: (916) 445-7053
calshpo.ohp@parks.ca.gov www.ohp.parks.ca.gov

Armando Quintero, Director

COMMISSION MEMBERS

Adam Sriro, Chair
Lee Adams III
Bryan K. Brandes
Janet Hansen
Alan Hess
Luis Hoyos
Marshall McKay
René Vellanoweth, PhD

MEETING NOTICE

Pursuant to Executive Order N-29-20, board members/commissioners of a state body may participate in public meetings remotely. The public may observe, provide public comment during the public comment periods, and otherwise observe remotely in accordance with Bagley-Keene Open Meeting Act.

FOR: State Historical Resources Commission Quarterly Meeting

DATE: Friday, January 29, 2021

TIME: 9:00 A.M.

PLACE: This will be a Virtual Meeting through one or more remote meeting platforms such as Zoom and/or Microsoft Teams. Dial-in access will also be available. Information on how to log in or phone in to this meeting, including web address and passcodes, will be posted no later than January 15, 2021 at <http://ohp.parks.ca.gov>.

If you are in need of special accommodations pursuant to the Americans with Disabilities Act, please call Twila Willis-Hunter at (916) 445-7052. Questions regarding the meeting should be directed to the Registration Unit (916) 445-7008. In accordance with the *Bagley-Keene Open Meeting Act* an agenda for this meeting will be published on the Office of Historic Preservation website no later than January 15, 2021.

BOARD OF SUPERVISORS

Communication Received and Filed
(Board Non-Action Item)

Agenda: December 8, 2020

From: State Of California Department Of Parks And Recreation Office Of
Historic Preservation

Subject: National Register Of Historic Places Nomination For Thomas
Jefferson School

Copies routed:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Each Supervisor | <input type="checkbox"/> County Executive |
| <input type="checkbox"/> Assistant County Executive | <input type="checkbox"/> County Counsel |
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Municipal Services |
| <input type="checkbox"/> Social Services | <input type="checkbox"/> Public Works & Infrastructure |
| <input type="checkbox"/> Other: | |

Copies/Referral sent on November 30, 2020, by Grazyna Dawlewicz



DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION

Armando Quintero, Director

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calshpo.ohp@parks.ca.gov www.ohp.parks.ca.gov

2020 NOV 30 AM 10:58
COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

November 24, 2020

Clerk of the Board
Sacramento County Board of Supervisors
Sacramento County Administration Center
700 H Street, Suite 2450
Sacramento, CA 95814

RE: National Register of Historic Places Nomination for Thomas Jefferson School

Dear Board of Supervisors:

Pursuant to Federal Regulations 36 CFR Part 60.6(c) I am notifying you that the State Historical Resources Commission (SHRC) at its next meeting intends to consider and take action on the nomination of the above-named property to the National Register of Historic Places (National Register). Details on that meeting are on the enclosed notice. The National Register is the federal government's official list of historic buildings and other cultural resources worthy of preservation. Listing in the National Register provides recognition and assists in preserving California's cultural heritage. If the item is removed from the scheduled agenda, you will be notified by mail.

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Sincerely,

Julianne Polanco
State Historic Preservation Officer



**DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION
STATE HISTORICAL RESOURCES COMMISSION**

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Armando Quintero, Director

COMMISSION MEMBERS

Adam Sriro, Chair
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FOR: State Historical Resources Commission Quarterly Meeting

DATE: Friday, January 29, 2021

TIME: 9:00 A.M.

PLACE: This will be a Virtual Meeting through one or more remote meeting platforms such as Zoom and/or Microsoft Teams. Dial-in access will also be available. Information on how to log in or phone in to this meeting, including web address and passcodes, will be posted no later than January 15, 2021 at <http://ohp.parks.ca.gov>.

If you are in need of special accommodations pursuant to the Americans with Disabilities Act, please call Twila Willis-Hunter at (916) 445-7052. Questions regarding the meeting should be directed to the Registration Unit (916) 445-7008. In accordance with the *Bagley-Keene Open Meeting Act* an agenda for this meeting will be published on the Office of Historic Preservation website no later than January 15, 2021.

BOARD OF SUPERVISORS

Communication Received and Filed
(Board Non-Action Item)

Agenda: December 8, 2020

From: State Of California Fish And Game Commission

Subject: 15-Day Notice To All Interested And Affected Parties Related To
Simplification Of Statewide Inland Sport Fishing Regulation
Adopted On October 14, 2020

Copies routed:

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| <input checked="" type="checkbox"/> Each Supervisor | <input type="checkbox"/> County Executive |
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Copies/Referral sent on November 13, 2020 by Grazyna Dawlewicz

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Fish and Game Commission



*Celebrating 150 Years of
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2020 NOV 12 PM 12:23
COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

November 5, 2020

15-DAY NOTICE TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide notice that the regulatory action relative to amending sections 3.00, 4.00, 5.00, 5.41, 5.85, 7.00, 7.50, 8.10, and adding sections 5.84, 5.89, 7.40, identified in Title 14, California Code of Regulations, which first appeared in the California Regulatory Notice Register on July 7, 2020; relating to Simplification of Statewide Inland Sport Fishing Regulations was adopted on October 14, 2020.

Additional Option for the Truckee River

The original rulemaking proposal included two options for the Truckee River: one proposed by California Department of Fish and Wildlife (DFW) and one proposed by a member of the public. At the August 19-20, 2020 discussion hearing, Commission staff announced to the Commission that representatives of the Department of Fish and Wildlife, Commission staff, and Montna Farms had reached a compromise using the two options, and "no change" language. This new alternative was described in detail to the Commission at its August 20, 2020 meeting. Further, in written staff summary materials for the October 14, 2020 adoption hearing and provided 15 days before the meeting, Commission staff indicated that it supported incorporation of the compromise into the final regulation.

When the compromise was introduced to the Commission, it was embodied in a written staff summary as: "Since the notice hearing, DFW staff, FGC staff, and representatives of Montna Farms have met in an effort to identify a compromise between the two options that protects trout while also retaining opportunity; all support a zero bag limit from the confluence of Trout Creek downstream to the mouth of Prosser Creek and a two fish bag limit from the mouth of Prosser Creek downstream to the Nevada state line for part of the year, using particular artificial gear."

Likewise, the compromise was verbally summarized to the Commission as: "...a zero-bag limit from the confluence of trout Creek downstream to the mouth of Prosser Creek, and a two fish bag limit for at least part of the year from the mouth of Prosser Creek to the Nevada State line. And there are certain gear restrictions that are associated with each of those waters."

During public comment George Osborn, a party to the compromise negotiations speaking on

behalf of Montna Farms, expanded on the compromise thusly: "Under the compromise there is no take all year, [and] barbless flies were required for the entire stretch. Under the existing regulations there is a two fish daily bag limit in the summer and barbless flies are required for only a portion of this stretch. For the stretch of river between Prosser Creek and [the Nevada] state line. The compromise retains the existing requirement for barbless lures in the winter and no take in the winter...but accepts the Department's proposed change that would allow barbed hooks in the summer, along with the existing two fish daily bag summer limit."

Adoption

At the adoption hearing, the Preadoption Statement of Reasons (PSOR) and regulatory text were presented as exhibits for approval by the Commission. At the adoption hearing the Commission and public received a verbal reminder of the Truckee compromise alternative by Commission staff and the public. The Commission adopted the proposed regulation, with the understanding that the included exhibits encapsulated the compromise option, which was explained by Commission staff during the meeting and in the written materials.

The compromise was clearly indicated in the PSOR, but the regulatory text retained both options 1 and 2, as well as existing language, all open to full consideration by the Commission at the adoption hearing. The Commission understood the compromise from all materials and discussions, but the actual intended regulatory language-under consideration by, and ultimately adopted by the Commission may have been unclear to the public. The Commission is issuing this notice to clarify the actual regulatory language that was adopted on October 14, 2020.

Additional information and associated documents may be found on the Fish and Game Commission website at <https://fgc.ca.gov/Regulations/2020-New-and-Proposed>.

Please direct questions on the adopted regulations to FGC@fgc.ca.gov

Sincerely,



Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

Proposed Regulatory Language

Section 3.00, Title 14, CCR, is amended to read:

§ 3.00. Fishing Hours.

(a) Day Defined: One hour before sunrise to one hour after sunset. Remaining hours are night.

(b) All fish may be taken day or night, except as follows:

(1) WATERS WITH RESTRICTED FISHING HOURS FOR ALL SPECIES:

(A) American River between Business 80 and Nimbus Dam (Sacramento Co.): Night fishing prohibited.

(B) Heenan Lake, (Alpine Co.): See section 7.50(b)(76)(A)(56).

(C) Mono Co.: Night fishing is prohibited in all Mono Co. waters except Topaz Lake, where fishing is prohibited from two hours after sunset to one hour before sunrise.

(D) Tahoe Lake (Placer and El Dorado Cos.): Fishing is prohibited from two hours after sunset to one hour before sunrise.

(2) WATERS WHERE NIGHT AND DAY FISHING IS ALLOWED, BUT NO TROUT OR SALMON MAY BE TAKEN AT NIGHT:

(A) North Coast District

(B) North Central District, all waters except no fishing hour restrictions at Berryessa Lake (Napa Co.) and Mendocino Lake (Mendocino Co.)

(C) South Central District, all waters except no fishing hour restrictions at Coyote Lake (Santa Clara Co.)

(D) Valley District, north of Interstate 80, all waters except no fishing hour restrictions at Camp Far West Lake (Nevada, Placer, and Yuba cos.), Collins Lake (Yuba Co.), Oroville Lake (Butte Co.) and Wildwood Lake (Nevada Co.)

(E) Shasta, Siskiyou, Lassen, and Tehama Cos. counties.

Also, see Section 27.56.

Note: Authority cited: Sections 200, 205, 265, 270 and 275, Fish and Game Code. Reference: Sections 110, 200 and 205, Fish and Game Code.

Proposed Regulatory Language

Section 4.00, Title 14, CCR, is amended to read:

§ 4.00. Bait - General.

Legally acquired and possessed invertebrates, mollusks, crustaceans, amphibians (except salamanders), fish eggs and treated and processed foods may be used for bait, except:

(a) No species specified as endangered, threatened, candidate, fully-protected, or otherwise protected under state and federal law may be used as bait.

(b) No salamander may be used as bait. See section 5.05 for other amphibians that may be used as bait.

(c) See Section 5.35 for restrictions on crayfish;

(d) See Section 7.50(b)(7455) for restriction on bait collecting on Hat Creek;

(e) No trout may be maintained or possessed in a live condition in any container on or attached to any boat;

(f) Except for restrictions listed under special regulations, dead ocean fish may be used as bait statewide. This section supersedes the provisions of sections 4.10, 4.15, 4.20, 4.25 and 4.30.

Note: Authority cited: Sections 200, 205 and 265, Fish and Game Code. Reference: Sections 200, 201, 205, 265 and 5505, Fish and Game Code.

Proposed Regulatory Language

Section 5.00, Title 14, CCR, is amended to read:

§ 5.00. Black Bass.

It is unlawful to take or possess black bass except as provided below in this section:

(Note: Some waters are closed to all fishing under sections 7.40 and 7.50.)

(a) General Statewide Regulations:

(1) Lakes/Reservoirs and the Sacramento-San Joaquin Delta: The following waters, except for those listed in subsection (b) Special Regulations (below), are open to fishing all year, with a 12-inch total length minimum size limit and a five-fish daily bag limit: All lakes and reservoirs in the State, and the Sacramento-San Joaquin River Delta, (see Section 1.71 for definition of the Delta).

(2) Rivers/Streams and Private Ponds: Rivers, streams, canals, and lakes or ponds entirely on private lands, which are not listed in subsection (b) Special Regulations (below), are open all year with no size limit and a five-fish daily bag limit.

(b) Special Regulations: Counties and individual waters listed below are those having regulations different from the General Statewide Restrictions in subsection (a).

DISTRICTS AND COUNTIES WITH SPECIAL REGULATIONS

Area or Body of Water	Open Season	Size (total length)	Bag Limit
DISTRICTS AND COUNTIES WITH SPECIAL REGULATIONS			
(1) Colorado River District: All waters (Bag and size limits conform with Arizona regulations.).	All year.	13-inch minimum.	6
(2) Inyo Co. unty : all streams east of Highway 395 from the southern Inyo <u>Co.</u> line north to the junction of Highway 6 and east of Highway 6 to the Mono <u>Co.</u> line., <u>except those streams listed by name in Section 7.50(b), Special Fishing Regulations.</u>	All year.	12-inch minimum.	5
The remaining streams of Inyo <u>Co.</u> , except those waters listed in sections <u>Section 7.50(b)(82) and 7.50(b)(134), Special Fishing Regulations.</u>	Last <u>Sat. in Apr.</u> through Nov. 15. <u>Closed to bass fishing from Nov. 16 through the Fri. preceding the last Sat. in Apr..</u>	12-inch minimum.	5
All Lakes, Big Pine Canal, Fish Spring Canal, and Millpond in <u>Inyo Co.</u> .	All year.	12-inch minimum.	5
(3) Lassen County: all waters.	All year.	No size limit.	5
(4) Modoc County: all waters except Dorris and Big Sage Reservoirs (see subsection (a)(1)).	All year.	No size limit.	10
(5) Mono Co.: all waters <u>streams</u> except for Fish Slough (see subsection (b)(46 <u>10</u>)) and those waters listed as closed to all fishing in Section 7.50 by name in Section 7.50(b), Special Fishing Regulations.	Last <u>Sat. in Apr.</u> through Nov. 15. <u>Closed to bass fishing from Nov. 16 through the Fri. preceding the last Sat. in Apr..</u>	No size limit.	5

(64) Plumas Co.: all waters.	All year.	No size limit.	5
(7) Shasta County: all lakes except Britton, Shasta and Whiskeytown lakes (see subsection (a)(1) and Big Lake (see subsection (b)(9))).	All year.	No size limit.	5

INDIVIDUAL BODIES OF WATER WITH SEPCIAL REGULATIONS

INDIVIDUAL BODIES OF WATER WITH SPECIAL REGULATIONS	
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<u>Area or Body of Water</u>	<u>Open Season</u>	<u>Size (total length)</u>	<u>Bag Limit</u>
(85) Barrett Lake (San Diego Co.). (Also see Section 2.08)	All year.	No black bass shall be possessed.	0
(9) Big Lake (Shasta County) (Also see Section 7.00(b)(4))	Last Saturday in Apr through Nov. 15.	12-inch minimum	5
	Nov. 16 through last Friday in April.	No black bass shall be possessed.	0
(106) Casitas Lake (Ventura Co.).	All year.	12-inch minimum. No more than one over 22 inches.	5
(117) Castaic Lake (Los Angeles Co.).	All year.	15-inch minimum.	5
(128) Cuyamaca Lake (San Diego Co.).	All year.	No size limit. No smallmouth bass shall be possessed.	5
(13) Diamond Valley Lake, (Riverside County)	All year.	Largemouth bass 15-inch minimum. No smallmouth bass shall be possessed.	5
(149) Eastman Lake (Madera and Mariposa Cos.cos.) (Note: See Section 7.50(b)(62) for special area closures).	All year.	22-inch minimum.	1
(15) El Capitan Reservoir (San Diego County).	All year.	12-inch minimum.	5
(1610) Fish Slough (Mono Co.), except the fenced portions of Fish Slough within Owens Valley Native Fishes Sanctuaries and the BLM Spring, which are closed to all fishing all year. See Section 7.50(b)(49), Special Fishing Regulations.	All year.	No size limit.	5
(1711) Hensley Lake (Madera Co.).	All year.	15-inch minimum.	2
(1812) Hodges Lake (San Diego Co.).	All year.	15-inch minimum.	5
(1913) Isabella Lake (Kern Co.).	All year.	15-inch minimum.	2
(2014) Kaweah Reservoir (Tulare Co.).	All year.	15-inch minimum.	2

(2115) Lett's Lake (Colusa Co.).	All year.	No size limit.	5
(22) Perris Lake (Riverside County).	All year.	12-inch minimum.	5
(2316) Plaskett Meadows lakes, upper and lower (Glenn Co.).	All year.	No size limit.	5
(2417) Shaver Lake (Fresno Co.).	All year.	No size limit.	5
(25) Silverwood Lake (San Bernardino County).	All year.	15-inch minimum.	2
(26) Skinner Lake (Riverside County).	All year.	15-inch minimum.	2
(2718) Success Reservoir (Tulare Co.).	All year.	15-inch minimum.	2
(28) Trinity Lake (Trinity County).	March 1 through May 31	12-inch minimum.	2
	June 1 through last day in Feb.	12-inch minimum.	5
(29) Trout Lake (Siskiyou County).	Only weekends and Wednesdays from the last Saturday in April through Sept. 30	22-inch minimum. Only artificial lures may be used.	4
(3019) Upper Otay Lake (San Diego Co.). (Also see Section 2.08).	All year.	No black bass shall be possessed.	0

Note: Authority cited: Sections 200, 205, 265, 270 and 275, Fish and Game Code. Reference: Sections 200 and 205, Fish and Game Code.

Proposed Regulatory Language

Section 5.41, Title 14, CCR, is amended to read:

§ 5.41. Landlocked Salmon.

- (a) Open season: All year.
- (b) Daily bag limit: Five.
- (c) Possession limit: Ten.
- (d) Size limit: None.

(e) ~~See exceptions in Section 7.50(b) for Bucks Lake, Lake Pardee, New Bullards Bar Reservoir, upper Scotts Flat Reservoir, and Trinity Reservoir~~Exceptions:

(1) Bucks Lake (Plumas Co.), New Bullards Bar Reservoir (Yuba Co.), Pardee Lake (Amador Co.), Upper Scotts Flat Reservoir (Nevada Co.), and Trinity Lake (Trinity Co.), which shall be subject to the following limits:

(A) Daily bag limit: Ten

(B) Possession limit: Twenty

Note: Authority cited: Sections 200, 205, 219 and 265, Fish and Game Code. Reference: Sections 200, 205 and 265, Fish and Game Code.

Proposed Regulatory Language

Section 5.84, Title 14, CCR, is added to read:

§ 5.84. Brook Trout.

(a) Open season: All year.

(b) Limit: Ten.

(c) Size limit: Less than 10 inches total length.

(d) Brook Trout bag limits may be taken in addition to the statewide trout daily bag and possession limits specified in Section 5.85.

(1) Exceptions:

(A) Red Lake in Alpine Co..

(B) All waters in Section 7.50(b), Alphabetical List of Trout Waters with Special Fishing Regulations.

Note: Authority cited: Sections 200, 205, 219, 265 and 275, Fish and Game Code. Reference: Sections 200, 205, 255, 265, 270 and 275, Fish and Game Code.

Proposed Regulatory Language

Section 5.85, Title 14, CCR, is amended to read:

§ 5.85. Trout and Salmon.

~~See Chapter 3, District Trout, Salmon and Special Regulations.~~

As used in this section, daily bag and possession limits, unless otherwise noted, mean the total number of trout in combination, including but not limited to rainbow, golden, brown, and cutthroat.

(a) General Statewide Regulations:

(1) All inland lakes, reservoirs, and ponds entirely on private lands, except those listed in Section 7.50(b), are open to fishing all year with a five-trout daily bag limit, and 10 trout possession limit.

(2) All inland streams, rivers, and canals, except those listed in Section 7.50(b), are open to fishing from the last Sat. in Apr. through Nov. 15, with a five trout daily bag limit, and 10ten trout possession limit, with no gear restrictions. From Nov. 16 through the Fri. preceding the last Sat. in Apr., a 0-(zero) trout bag limit applies, and only artificial lures with barbless hooks may be used. In waters where the bag limit for trout is 0-(zero), trout must be released unharmed, and should not be removed from the water.

(3) Exceptions:

(A) All waters in Section 7.50(b), Alphabetical List of Trout Waters with Special Fishing Regulations, are those having regulations different from the General Statewide Regulations for trout.

(B) Brook Trout bag and possession limits may be taken in addition to the statewide trout daily bag and possession limits. See Section 5.84.

Note: Authority cited: Sections 200, 205, 219, 265 and 275, Fish and Game Code. Reference: Sections 200, 205, 255, 265, 270 and 275, Fish and Game Code.

Proposed Regulatory Language

Section 5.89, Title 14, CCR, is added to read:

§ 5.89. Salmon

See Chapter 3, Trout, Salmon and Special Regulations

Note Authority cited: Sections 200, 205, 219, 265 and 275, Fish and Game Code. Reference: Sections 200, 205, 255, 265, 270 and 275, Fish and Game Code.

Proposed Regulatory Language

Section 7.00, Title 14, CCR, is amended to read:

§ 7.00. District General Regulations

Unless otherwise provided, waters shown as open to hatchery trout and hatchery steelhead fishing in subsections (a) through (g) below, are open to fishing for other species. Gear restrictions listed in this section apply to the take of all species of fish unless otherwise noted. Every body of water listed in subsections (a) through (g) of Section 7.00 (below) is closed to all fishing, except during the open season as shown. Unless otherwise provided, waters closed to hatchery trout and hatchery steelhead fishing are closed to fishing for all other species, except that these closures do not apply to fishing for amphibians (see Section 5.05), freshwater clams (see Section 5.20), crayfish (see Section 5.35), and lamprey (see Section 5.40), using legal fishing methods other than hook-and-line fishing, and saltwater clams, crabs, ghost shrimp, and blue mud shrimp (see Ocean Regulations Booklet Sections 29.20 to 29.87). Crabs may only be taken using hoop nets or by hand, and Dungeness crab may only be taken within the North Coast District and Sonoma and Mendocino Counties.

Daily bag and possession limits, unless otherwise provided, mean the total number of hatchery trout and hatchery steelhead. Unless otherwise provided, no more than one daily bag limit may be possessed. Coho (silver) Salmon may not be taken in any of the waters of the State. Incidentally hooked Coho (silver) Salmon must be immediately released unharmed to the waters where they are hooked. In waters where the bag limit for hatchery trout and hatchery steelhead is zero, fish for which the bag limit is zero must be released unharmed, and should not be removed from the water. These waters may also be subject to restrictions on fishing methods and gear (sections 2.00 through 2.45), fishing hours (Section 3.00), and the use of bait (sections 4.00 through 4.30).

(a) North Coast District

<i>District/Water</i>	<i>Open Season and Special Restrictions</i>	<i>Daily Bag and Possession Limit</i>
(a) North Coast District		
(1) All lakes and reservoirs except those listed by name in the Special Regulations.	All year.	5 trout per day. 10 trout in possession.
(2) Anadromous waters of the Klamath and Trinity River systems, and those entering the ocean south of Humboldt Bay, which are not listed in the Special Regulations.	Closed to all fishing all year.	
(3) All anadromous waters tributary to Humboldt Bay, and north of Humboldt Bay, except those of the Klamath and Trinity river systems and those listed by name in the Special Regulations.	Fourth Sat. in May through Oct. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead*. 4 hatchery trout or hatchery steelhead* in possession. Closed to the take of salmon.
(4) All streams except anadromous waters and those listed by name in the Special Regulations.	Last Saturday in Apr. through Nov. 15.	5 trout per day. 10 trout in possession.

~~(NOTE: A list of the non-anadromous waters opened to trout fishing (STREAMS AND PORTIONS OF STREAMS NOT LISTED IN THE SPECIAL REGULATIONS THAT ARE OPEN TO TROUT FISHING FROM THE LAST SATURDAY IN APRIL THROUGH NOVEMBER 15 (New 6-12-98), which is incorporated by reference herein) is available from the Department's Region 1 Office, 601 Locust Street, Redding, CA 96001 (Telephone: (530) 225-2300).~~

~~(5) SPECIAL BROOK TROUT BONUS BAG AND POSSESSION LIMIT: UP TO 10 BROOK TROUT PER DAY LESS THAN 8 INCHES TOTAL LENGTH MAY BE TAKEN AND POSSESSED IN ADDITION TO THE OTHER DAILY BAG AND POSSESSION LIMITS SPECIFIED FOR THE NORTH COAST DISTRICT~~

~~(b) Sierra District~~

(b) Sierra District <u>District/Water</u>	<u>Open Season and Special Restrictions</u>	<u>Daily Bag and Possession Limit</u>
(1) All rivers and associated tributaries above Lake Shasta.	Closed to the take of salmon.	
(2) Anadromous waters of Tehama and Shasta Cos. counties not listed in the Special Regulations. (Section 7.507.40). (See subsections (b)(156) and (b)(156.580) of Section 7.507.40 regarding the Sacramento River.)	Last Sat. in Apr. through Nov. 15. Only artificial lures and with barbless hooks may be used.	2 hatchery trout or hatchery steelhead*. 4 hatchery trout or hatchery steelhead* in possession. Closed to the take of salmon.
(3) All lakes and reservoirs except those in the Fall River Valley, those in Inyo and Mono counties and those listed by name in the Special Regulations.	All year.	5 trout per day. 10 trout in possession.
(4) All streams, lakes and reservoirs in Inyo and Mono counties, except those listed by name in the Special Regulations.	Last Saturday in Apr. through Nov. 15.	5 trout per day. 10 trout in possession.
(5) All streams, lakes and reservoirs in the Fall River Valley above the Pit No. 1 PG&E Diversion Dam on Fall River in Shasta County, except those listed by name in the Special Regulations.	Last Saturday in Apr. through Nov. 15.	2 trout
(6) All streams in Lassen and Modoc counties east of Highway 395 and north of Clarks Valley Road. Clarks Valley Road is defined as those portions of county routes 510, 512 and 506 running easterly from the town of Madeline to the Nevada border.	Saturday preceding Memorial Day through Nov. 15.	5 trout per day. 10 trout in possession.
(7) All other streams except those listed by name in the Special Regulations.	Last Saturday in Apr. through Nov. 15.	5 trout per day. 10 trout in possession.
(8) Mono County waters, when closed to trout fishing, are closed to all fishing, except for the unrestricted portions of Fish Slough which are open to fishing all year. Also, see Mono County waters listed in sections 5.00 and 7.50.		

~~(9) SPECIAL BROOK TROUT BONUS BAG AND POSSESSION LIMIT:~~

~~(A) IN SIERRA DISTRICT WATERS OF SISKIYOU, SHASTA AND TEHAMA COUNTIES, UP TO 10 BROOK TROUT PER DAY LESS THAN 8 INCHES TOTAL LENGTH MAY BE TAKEN AND POSSESSED IN ADDITION TO THE OTHER DAILY BAG AND POSSESSION LIMITS SPECIFIED FOR THE SIERRA DISTRICT.~~

~~(B) IN THE SIERRA DISTRICT SOUTH OF INTERSTATE 80, UP TO 10 BROOK TROUT PER DAY LESS THAN 10 INCHES TOTAL LENGTH MAY BE TAKEN AND POSSESSED IN ADDITION TO~~

THE OTHER DAILY BAG AND POSSESSION LIMITS SPECIFIED FOR THE SIERRA DISTRICT. THIS ALLOWANCE DOES NOT INCLUDE RED LAKE IN ALPINE COUNTY OR KIRMAN, LANE OR ROOSEVELT LAKES IN MONO COUNTY.

(c) North Central District

<u>(c) North Central District</u> <u>District/Water</u>	<u>Open Season and Special Restrictions</u>	<u>Daily Bag and Possession Limit</u>
(1) All lakes and reservoirs except those listed by name in the Special Regulations.	All year.	5 trout
(21) All streams except those listed by name in the Section 7.40, Special Regulations.	Closed to all fishing all year.	
(32) The tidewaters of all streams except those listed by name in the Section 7.40, Special Regulations. Note: Some waters within this district are tide waters regulated by regulations for the ocean and San Francisco Bay District (see sections 1.53 and 27.00).	Closed to all fishing all year.	

(d) Valley District

<u>(d) Valley District</u> <u>District/Water</u>	<u>Open Season and Special Restrictions</u>	<u>Daily Bag and Possession Limit</u>
(1) All lakes and reservoirs except those listed by name in the Special Regulations.	All year.	5 trout
(21) All anadromous waters except those listed by name in the Section 7.40, Special Regulations (See definition of anadromous waters, Section 1.04).	All year.	2 hatchery trout or hatchery steelhead*. 4 hatchery trout or hatchery steelhead* in possession. Closed to the take of salmon.
(3) All streams except anadromous waters and those listed by name in the Special Regulations.	All year	5 trout

(e) South Central District

<u>(e) South Central</u> <u>District/Water</u>	<u>Open Season and Special Restrictions</u>	<u>Daily Bag and Possession Limit</u>
(1) All lakes and reservoirs except those listed by name in the Special Regulations.	All year	5 trout
(21) That portion of any stream west of any Highway 1 bridge except those listed by name in the Section 7.40, special Special regulations Regulations.	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead*. 4 hatchery trout or hatchery steelhead* in possession. Closed to the take of salmon.
(32) All streams in Alameda, Contra Costa, and Santa Clara C Cos. counties except those listed by name in the Section 7.40, Special Regulations.	Last Saturday in Apr. through Nov. 15 Closed to the take of salmon.	5 trout Closed to the take of salmon.
(43) All other streams and portions of streams except those listed in	Closed to all fishing all year.	

subsection (e)(21) above or by name in the <u>Section 7.40, Special Regulations.</u>		
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(f) Southern District

(f) Southern District/Water	<u>Open Season and Special Restrictions</u>	<u>Daily Bag and Possession Limit</u>
(1) All lakes and reservoirs except those listed by name in the Special Regulations.	All year.	5 trout
(2) All streams except anadromous waters in San Diego County, and except those listed by name in the Special Regulations.	All year. Only artificial lures with barbless hooks may be used.	2 trout
(3) All streams except anadromous waters in Los Angeles, Ventura, Santa Barbara, Orange, San Bernardino and Riverside Counties, and except those listed by name in the Special Regulations.	All year.	5 trout
(4) All anadromous waters except those listed by name in the <u>Section 7.40, Special Regulations</u> (See definition of anadromous waters, Section 1.04).	Closed to all fishing all year.	
(5) All streams and tributaries (except those listed by name in the Special Regulations) above Twitchell Dam on the Cuyama River, above Bradbury Dam and below Gibraltar Dam on the San Ynez River; above Matilija Dam on Matilija Creek and above Wheeler Gorge Campground on NF Matilija Creek; and above Rindge Dam on Malibu Creek.	All year	5 trout
(g) Colorado River District		
(1) The Colorado River and its back waters	All year	10 trout
(2) All other waters	All year	5 trout

*Hatchery trout or steelhead have a healed adipose fin clip (adipose fin is absent). Unless otherwise provided, all other trout and steelhead must be immediately released. Wild trout or steelhead are those not showing a healed adipose fin clip (adipose fin present).

Note: Authority cited: Sections 200, 205, 265 and 275, Fish and Game Code. Reference: Sections 110, 200, and 205, Fish and Game Code.

Proposed Regulatory Language

Section 7.40, Title 14, CCR, is added to read:

§ 7.40. Alphabetical List of Hatchery Trout, Hatchery Steelhead, and Salmon Waters with Special Fishing Regulations.

(a) General Provisions:

(1) Every body of water listed in subsection (b) is closed to the take of hatchery trout, hatchery steelhead, and salmon and to fishing for these species, unless otherwise noted.

(2) Unless otherwise provided, waters shown as open to hatchery trout, hatchery steelhead, and salmon fishing in subsection (b), are open to fishing for other species. Every body of water listed in subsection (b) is closed to all fishing except during the open season as shown. Gear restrictions listed in this section apply to the take of all species of fish cover in subsection (b) unless otherwise noted.

(3) Unless otherwise provided, waters closed to hatchery trout, hatchery steelhead, or salmon fishing are closed to fishing for all other species, except that these closures do not apply to fishing for amphibians (see Section 5.05), freshwater clams (see Section 5.20), crayfish (see Section 5.35), and lamprey (see Section 5.40), using legal fishing methods other than hook-and-line fishing, and saltwater clams, crabs, ghost shrimp, and blue mud shrimp (see Ocean Regulations Booklet Sections 29.20 to 29.87). Crabs may only be taken using hoop nets or by hand, and Dungeness crab may only be taken within the North Coast District and Sonoma and Mendocino Cos.

(4) As used in this section, daily bag and possession limits, unless otherwise noted, mean the total number of trout in combination, including but not limited to rainbow, brown, golden, and cutthroat.

(5) Unless otherwise provided, it is unlawful to possess more than one daily bag limit.

(6) The waters in subsection (b) may also be subject to restrictions on fishing methods and gear (sections 2.00 through 2.45), fishing hours (section 3.00), and the use of bait (sections 4.00 through 4.30).

(b)

<u>Body of Water</u>	<u>Open Season and Special Restrictions</u>	<u>Daily Bag and Possession Limit</u>
<u>(1) Alameda Creek and tributaries (Alameda and Santa Clara Cos.).</u>		
<u>(A) Alameda Creek and tributaries downstream of San Antonio, Calaveras, and Del Valle Reservoirs except for Arroyo Del Valle between Bernal Ave. and the Thiessen St. intersection with Vineyard Ave.</u>	<u>Closed to all fishing all year.</u>	
<u>1. Arroyo Del Valle between Bernal Ave. and the Thiessen St. intersection with Vineyard Ave.</u>	<u>All year. Only artificial lures with barbless hooks may be used.</u>	<u>0 trout</u>
<u>(2) Albion River (Mendocino Co.). Also see Subsection 8.00(b) Low-Flow Restrictions. Main stem below the confluence of South Fork Albion.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(3) Alder Creek (Mendocino Co.). Also see Subsection 8.00(b) Low-Flow Restrictions. Main stem below Tramway Gulch.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or</u>

	<u>through Oct 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>hatchery steelhead** in possession.</u>
<u>(4) American River (Sacramento Co.).</u>		
<u>(A) From Nimbus Dam to the U.S. Geological Survey gauging station cable crossing about 300 yards downstream from the Nimbus Hatchery fish rack site.</u>	<u>Closed to all fishing all year.</u>	
<u>(B) From the U.S. Geological Survey gauging station cable crossing about 300 yards down- stream from the Nimbus Hatchery fish rack site to the SMUD power line crossing at the southwest boundary of Ancil Hoffman Park.</u>	<u>Jan. 1 through Jul. 15. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Jul. 16 through Oct. 31. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 Chinook Salmon. 4 Chinook Salmon in possession.</u>
<u>(C) From the SMUD power line crossing at the southwest boundary of Ancil Hoffman Park down- stream to the Jibboom Street bridge.</u>	<u>Jan. 1 through Jul. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Jul. 16 through Dec. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 Chinook Salmon. 4 Chinook Salmon in possession.</u>
<u>(D) From the Jibboom Street bridge to the mouth.</u>	<u>Jan. 1 through Jul. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Jul. 16 through Dec. 16.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 Chinook Salmon. 4 Chinook Salmon in possession.</u>
	<u>Dec. 17 through Dec. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or</u>

		<u>hatchery steelhead** in possession.</u>
<u>(5) Antelope Creek (Tehama Co.).</u>		
<u>(A) From confluence with North Fork downstream to U.S. Geological Survey gauging station cable crossing at mouth of Antelope Creek Canyon.</u>	<u>Last Sat. in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) From U.S. Geological Survey gauging station cable crossing at mouth of Antelope Creek Canyon downstream to mouth of Antelope Creek.</u>	<u>Jun. 16 through Sep. 30.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(6) Aptos Creek (Santa Cruz Co.) from mouth to bridge on Aptos Creek Road. Also see Low-Flow Restrictions, Subsection 8.00(c)(4).</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(7) Arroyo Grande Creek (San Luis Obispo Co.) from mouth to Lopez Canyon Dam.</u>	<u>Closed to all fishing all year.</u>	
<u>(8) Arroyo Leon (San Mateo Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(9) Arroyo Seco River (Monterey Co.). Also see Subsection 8.00(c) Low-Flow Restrictions. The main stem Arroyo Seco and tributaries below the waterfall located approximately 3.5 miles upstream from the U.S. Forest Service Ranger Station.</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(10) Auburn Ravine Creek and tributaries (Placer Co.) east of Nelson Lane.</u>	<u>Fourth Sat. in May through Oct. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(11) Battle Creek (Shasta and Tehama Cos.).</u>		
<u>(A) From mouth to Coleman Fish Hatchery weir.</u>	<u>Closed to all fishing all year.</u>	
<u>(B) From 250 feet upstream from the Coleman National Fish Hatchery upstream to Angel Falls (near Mineral) on the South Fork and to Ponderosa Way Bridge on the North Fork.</u>	<u>Last Sat. in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(12) Bear River (Humboldt Co.) downstream from County Road Bridge at Capetown, excluding tributaries.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(13) Bear River and tributaries (Placer Co.) From Highway 65 to the South</u>	<u>Fourth Sat. in May through Oct. 15.</u>	<u>2 hatchery trout or hatchery steelhead**, 4</u>

<u>Sutter Irrigation District Diversion Dam.</u>		<u>hatchery trout or hatchery steelhead** in possession.</u>
<u>(14) Big Chico Creek (Butte Co.).</u>		
<u>(A) From mouth to Bear Hole, located approximately one mile downstream from the upper end of Bidwell Park.</u>	<u>Jun. 16 through Feb. 15. Only artificial lures with barbless hooks may be used from Oct. 16 through Feb. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) From Bear Hole to the upper boundary of the Big Chico Creek Ecological Reserve.</u>	<u>Nov. 1 through Apr. 30. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(C) From the upper boundary of the Big Chico Creek Ecological Reserve to Higgins Hole Falls, located about one-half mile upstream from Ponderosa Way.</u>	<u>Closed to all fishing all year.</u>	
<u>(15) Big Lagoon (Humboldt Co.). For purposes of this section, the boundary between Big Lagoon and Maple Creek is the first private road bridge, located approximately 1/2 mile southeast of the Highway 101 bridge crossing.</u>	<u>All year. Only barbless hooks may be used. Cutthroat trout minimum size limit: 10 inches.</u>	<u>2 cutthroat trout. 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(16) Big River (Mendocino Co.). Also see Subsection 8.00(b) Low-Flow Restrictions. Main stem below the confluence of Two Log Creek.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(17) Big Sur River (Monterey Co.). Big Sur river within Pfeiffer Big Sur State Park, east of the Highway 1 bridge, to its boundary within the Ventana Wilderness Area.</u>	<u>Closed to all fishing all year.</u>	
<u>(18) Black Butte River and tributaries (Glenn Co.) except Cold Creek.</u>	<u>Closed to all fishing all year.</u>	
<u>(19) Bodfish Creek and tributaries (Santa Clara Co.)</u>	<u>Closed to all fishing all year.</u>	
<u>(20) Bogus Creek (Siskiyou Co.).</u>	<u>See Klamath River 7.40(b)(50).</u>	
<u>(21) Brush Creek (Mendocino Co.). Main stem below the Lawson bridge. Also see Subsection 8.00(c) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>

<p><u>(22) Butano Creek (San Mateo Co.).</u> <u>From mouth to county bridge on Pescadero-Bean Hollow Road. Also see Subsection 8.00(c)(2) Low-Flow Restrictions.</u></p>	<p><u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u></p>	<p><u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u></p>
<p><u>(23) Butte Creek (Butte and Sutter Cos.).</u></p>		
<p><u>(A) From the Oro-Chico Road bridge crossing south of Chico to the Centerville Head Dam, located 300 yards downstream from the DeSabra Powerhouse below DeSabra Reservoir.</u></p>	<p><u>Nov. 15 through Feb. 15. Only artificial lures with barbless hooks may be used.</u></p>	<p><u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u></p>
<p><u>(B) From the Oro-Chico Road bridge crossing south of Chico to the point that Butte Creek enters the Sacramento River both via Butte Slough outfall gates at Moon's Bend and through Butte Slough, thence both the East and West Canals of the Sutter Bypass, thence Sacramento Slough.</u></p>	<p><u>All year.</u></p>	<p><u>Open to fishing for non-salmonids only. Closed to the take of trout, and steelhead.</u></p>
<p><u>(24) Calaveras River downstream from New Hogan Dam and the diverting canal (Mormon Slough) from Bellota Weir downstream to Interstate Highway 5 (Calaveras and San Joaquin Cos.).</u></p>	<p><u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used.</u></p>	<p><u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u></p>
<p><u>(25) Carmel River and tributaries above Los Padres Dam (Monterey Co.).</u></p>	<p><u>Last Sat. in Apr. through Nov. 15. No rainbow trout less than 10 inches or greater than 16 inches total length may be kept. Only artificial lures with barbless hooks may be used.</u></p>	<p><u>5 trout, no more than 2 of which may be rainbow trout.</u></p>
<p><u>(26) Carmel River below Los Padres Dam. (Monterey Co.)</u></p>		
<p><u>(A) Carmel River tributaries below Los Padres Dam and main stem from Los Padres Dam to the bridge at Robles Del Rio/Esquiline roads (Rosie's Bridge).</u></p>	<p><u>Closed to all fishing all year.</u></p>	
<p><u>(B) Carmel River main stem below the bridge at Robles Del Rio/Esquiline roads (Rosie's Bridge). Also see Subsection 8.00(c) Low-Flow Restrictions.</u></p>	<p><u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., and opening and closing days. Only artificial lures with barbless hooks may be used.</u></p>	<p><u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u></p>
<p><u>(27) Chorro Creek (San Luis Obispo Co.) from the point that Chorro Creek enters Midway Marina in Morro Bay</u></p>	<p><u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and</u></p>	<p><u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or</u></p>

<u>upstream to the twin bridges on South Bay Boulevard.</u>	<u>closing days. Only barbless hooks may be used.</u>	<u>hatchery steelhead** in possession.</u>
<u>(28) Codornices Creek (Alameda Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(29) Coon Creek and tributaries (Placer Co.) east of Highway 65.</u>	<u>Fourth Sat. in May through Oct. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(30) Coon Creek (San Luis Obispo Co.)</u>	<u>Closed to all fishing all year.</u>	
<u>(31) Corralitos Creek (Santa Cruz Co.) from mouth to Browns Valley Road. Also see Subsection 8.00(c)(5) Low-Flow Restrictions.</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(32) Cosumnes River (Sacramento Co.) from Highway 99 bridge upstream to the Latrobe vehicle bridge.</u>	<u>Jan. 1 through Oct. 15. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(33) Cottoneva Creek (Mendocino Co.). Main stem below the confluence of South Fork Cottoneva Creek. Also see Subsection 8.00(b) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(34) Coyote Creek (Santa Clara Co.) Also see Subsection 8.00(c)(1) Low-Flow Restrictions.</u>	<u>Last Sat. in Apr. through Nov. 15. Only artificial lures and barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(35) Deer Creek (Tehama Co.).</u>		
<u>(A) From 250 feet below Upper Deer Creek Falls and fishway (located 1.5 miles upstream from Potato Patch Campground) downstream 31 miles to U.S. Geological Survey gauging station cable crossing at mouth of Deer Creek Canyon (see Section 2.35 for closure at Upper Deer Creek Falls).</u>	<u>Last Sat. in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) From U.S. Geological Survey gauging station cable crossing at mouth of Deer Creek Canyon downstream to mouth of Deer Creek.</u>	<u>Jun. 16 through Sept. 30.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(36) Deer Creek (Yuba and Nevada Cos.) from mouth to Smartville-Englebright Dam road crossing.</u>	<u>Fourth Sat. in May through Oct. 15. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or</u>

		<u>hatchery steelhead** in possession.</u>
<u>(37) Dry Creek and tributaries (Placer Co.) east of the Atkinson Street Bridge in Roseville.</u>	<u>Fourth Sat. in May through Oct. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(38) Dry Creek (Yuba and Nevada Co.) from mouth to Sid Smith Dam about one mile above junction of Scott Forbes and Peoria roads.</u>	<u>Fourth Sat. in May through Oct. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(39) Earl Lake/Talawa (Del Norte Co.).</u>	<u>All year. Only barbless hooks may be used. Cutthroat trout minimum size limit: 10 inches.</u>	<u>2 cutthroat trout. 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(40) Eel River (Humboldt, Lake, Mendocino and Trinity Cos.).</u>	<u>Section 8.00 Low-Flow Restrictions, also apply</u>	
<u>All waters of the Eel River Drainage except those listed below are closed to all fishing.</u>		
<u>(A) Main stem.</u>		
<u>1. From mouth to Fulmor Road, at its paved junction with the south bank of the Eel River.</u>	<u>All year. Only artificial lures with barbless hooks may be used from Apr. 1 through the Fri. preceding the fourth Sat. in May. Only barbless hooks may be used from fourth Sat. in May through Mar. 31.</u>	<u>Catch and Release of Chinook Salmon 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>2. From Fulmor Road, at its paved junction with the south bank of the Eel River, to South Fork Eel River. Also see Subsection 8.00(a)(1) Low-Flow Restrictions.</u>	<u>All year. Only artificial lures with barbless hooks may be used from Apr. 1 through Sept. 30. Only barbless hooks may be used from Oct. 1 through Mar. 31.</u>	<u>Catch and Release of Chinook Salmon 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>3. From South Fork Eel River to Cape Horn Dam.</u>	<u>Jan. 1 through Mar. 31 and Fourth Sat. in May through Sept. 30. Only artificial lures with barbless hooks may be used.</u>	<u>Catch and Release of Chinook Salmon 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Apr. 1 through the Fourth Fri. in May and Oct. 1 through Dec. 31.</u>	<u>Closed to all fishing.</u>
<u>(B) Van Duzen River.</u>		

<u>1. Main stem from its junction with the Eel River to the end of Golden Gate Drive near Bridgeville (approximately 4,000 feet upstream from the Little Golden Gate Bridge). Also see Subsection 8.00(a)(3) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Sept. 30. Only barbless hooks may be used from Oct. 1 through Mar. 31.</u>	<u>Catch and Release of Chinook salmon 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(C) South Fork Eel River from mouth to Rattlesnake Creek. Also see Low-Flow Restrictions, Subsection 8.00(a)(2).</u>	<u>Apr. 1 to Fourth Fri. in May.</u>	<u>Closed to all fishing</u>
	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Sept. 30. Only barbless hooks may be used from Oct. 1 through Mar. 31.</u>	<u>Catch and Release of Chinook salmon 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession</u>
	<u>Apr. 1 to Fourth Fri. in May.</u>	<u>Closed to all fishing</u>
<u>(D) Middle Fork Eel River.</u>		
<u>1. Middle Fork main stem from mouth to Bar Creek. Also see Subsection 8.00(a)(2) Low-Flow Restrictions.</u>	<u>Jan. 1 through May 31 and Jul. 16 through Sept. 30. At all times, only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Jun. 1 through Jul. 15 and Oct. through Dec. 31.</u>	<u>Closed to all fishing</u>
<u>(41) Elk Creek (Mendocino Co.). Also see Subsection 8.00(b) Low-Flow Restrictions. Main stem below the confluence of South Fork Elk Creek.</u>	<u>Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar.31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or 4 hatchery steelhead** in possession.</u>
<u>(42) Elk River (Humboldt Co.) downstream from Highway 101 bridge, excluding tributaries.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Oct. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or 4 hatchery steelhead** in possession.</u>
<u>(43) Feather River below Fish Barrier Dam (Butte, Sutter and Yuba Cos.).</u>		
<u>(A) From Fish Barrier Dam to Table Mountain bicycle bridge in Oroville.</u>	<u>Closed to all fishing all year.</u>	
<u>(B) From Table Mountain bicycle bridge to Highway 70 bridge.</u>	<u>Jan. 1 through July 15. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>

<u>(C) From Highway 70 bridge to the unimproved boat ramp above the Thermalito Afterbay Outfall.</u>	<u>All year.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(D) From the unimproved boat ramp above the Thermalito Afterbay Outfall to 200 yards above the Live Oak boat ramp.</u>	<u>Jan. 1 through Jul. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Jul. 16 through Oct. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 3 Chinook Salmon. 6 Chinook Salmon in possession.</u>
	<u>Nov. 1 through Dec. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(E) From 200 yards above Live Oak boat ramp to the mouth. For purposes of this regulation, the lower boundary is defined as a straight line drawn from the peninsula point on the west bank to the Verona Marine boat ramp.</u>	<u>Jan. 1 through Jul. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Jul. 16 through Dec. 16.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 3 Chinook Salmon. 6 Chinook Salmon in possession.</u>
	<u>Dec. 17 to Dec. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(44) Freshwater Creek (Humboldt Co.) downstream from bridge at "3 Corners" on the Old Arcata Road, excluding tributaries.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(45) Garcia River (Mendocino Co.). Also see Subsection 8.00(b) Low-Flow</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or</u>

<u>Restrictions. Main stem below the Eureka Hill Road bridge.</u>	<u>from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>hatchery steelhead** in possession.</u>
<u>(46) Greenwood Creek (Mendocino Co.). Also see Subsection 8.00(b) Low-Flow Restrictions.</u>		
<u>Main stem below the log bridge about 1 1/2 miles east of Highway 1.</u>	<u>Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(47) Guadalupe River below Guadalupe Reservoir (Santa Clara Co.) including Los Gatos Ck. Below Vasona Lake, and Alamitos Ck. and Arroyo Calero below Calero Reservoir.</u>	<u>Last Saturday in Apr. through Nov. 15. Only artificial lures and barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(48) Gualala River (Mendocino and Sonoma Cos.). Also see Subsection 8.00(b) Low-Flow Restrictions. Main stem below the confluence of Wheatfield and South Forks.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31. Fishing from a flotation device is prohibited from Nov. 15 through Feb. 28 from the confluence of the North Fork to the Highway 1 bridge.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(49) Islay Creek (San Luis Obispo Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(50) Klamath River Basin Regulations.</u>		

Anadromous Waters of the Klamath River Basin Downstream of Iron Gate and Lewiston dams. This subsection applies only to waters of the Klamath River Basin that are accessible to anadromous salmonids. This section does not apply to waters of the Klamath River Basin that are inaccessible to anadromous salmon and trout, portions of the Klamath River system upstream of Iron Gate Dam, portions of the Trinity River system upstream of Lewiston Dam, and the Shasta River and tributaries upstream of Dwinell Dam. Fishing in these waters is governed by the non-anadromous waters of the District General Regulations (see Section 7.00, subsection (a)).

(A) Restrictions and Requirements.

1. Only barbless hooks may be used. (For definitions regarding legal hook types, hook gaps and rigging see Chapter 2, Article 1, Section 2.10.)
2. During closures to the take of adult salmon, it shall be unlawful to remove any adult Chinook Salmon from the water by any means.
3. See Section 1.74 for sport fish report card requirements.

(B) General Area Closures.

1. No fishing is allowed within 750 feet of any department fish-counting weir.
2. No fishing is allowed from the Ishi Pishi Road bridge upstream to and including Ishi Pishi Falls from Aug. 15 through Dec. 31. Exception: members of the Karuk Tribe listed on the current Karuk Tribal Roll may fish at Ishi Pishi Falls using hand-held dip nets.
3. No fishing is allowed from Sep. 15 through Dec. 31 in the Klamath River within 500 feet of the mouths of the Salmon, the Shasta and the Scott rivers and Blue Creek.
4. No fishing is allowed from Jun. 15 through Sep. 14 in the Klamath River from 500 feet above the mouth of Blue Creek to 500 feet downstream of the mouth of Blue Creek.

(C) Klamath River Basin Possession Limits.

1. Trout Possession Limits.

- a. The Brown Trout possession limit is 20.
- b. The hatchery trout or hatchery steelhead possession limits are as follows:
 - (i) Klamath River - 4 hatchery trout or hatchery steelhead.
 - (ii) Trinity River - 4 hatchery trout or hatchery steelhead.

2. Chinook Salmon Possession Limits.

- a. Klamath River downstream of the Highway 96 bridge at Weitchpec from Jan. 1 to Aug. 14 and the Trinity River downstream of the Old Lewiston Bridge to the confluence of the South Fork Trinity River from Jan 1 to Aug. 31: 2 Chinook Salmon.
- b. Klamath River from Aug. 15 to Dec. 31 and Trinity River from Sep 1 to Dec 31: 6 Chinook Salmon. No more than 3 Chinook Salmon over 23 inches total length may be retained when the take of salmon over 23 inches total length is allowed.

(D) Klamath River Basin Chinook Salmon Quotas.

Klamath River fall-run Chinook Salmon take is regulated using quotas. Accounting of the tribal and non-tribal harvest is closely monitored from Aug. 15 through Dec. 31 each year. Quota areas are noted in subsection (b)(50)(E) with "Fall Run Quota" in the *Open Season and Special Regulations* column.

1. Quota for Entire Basin.

The 2020 Klamath River Basin quota is 1,296 Klamath River fall-run Chinook Salmon over 23 inches total length. The department shall inform the commission, and the public via the news media, prior to any implementation of restrictions triggered by the quotas. (Note: A department status report on progress toward the quotas for the various river sections is updated weekly, and available by calling 1-800-564-6479.)

2. Subquota Percentages.

- a. The subquota for the Klamath River upstream of the Highway 96 bridge at Weitchpec and the Trinity River is 50% of the total Klamath River Basin quota.
 - (i) The subquota for the Klamath River from 3,500 feet downstream of the Iron Gate Dam to the Highway 96 bridge at Weitchpec is 17% of the total Klamath River Basin quota.
 - (ii) The subquota for the Trinity River main stem downstream of the Old Lewiston Bridge to the Highway 299 West bridge at Cedar Flat is 16.5% of the total Klamath River Basin quota.

- (iii) The subquota for the Trinity River main stem downstream of the Denny Road bridge at Hawkins Bar to the confluence with the Klamath River is 16.5% of the total Klamath River Basin quota.
- b. The subquota for the lower Klamath River downstream of the Highway 96 bridge at Weitchpec is 50% of the total Klamath River Basin quota.
- (i) The Spit Area (within 100 yards of the channel through the sand spit formed at the Klamath River mouth) will close when 15% of the total Klamath River Basin quota is taken downstream of the Highway 101 bridge.

(E) Klamath River Basin Open Seasons and Bag Limits.

All anadromous waters of the Klamath River Basin are closed to all fishing for all year except those areas listed in the following table. Bag limits are for trout and Chinook Salmon in combination unless otherwise specified.

<u>Body of Water</u>	<u>Open Season and Special Restrictions</u>	<u>Daily Bag Limit</u>
<u>1. Bogus Creek and tributaries.</u>	<u>Fourth Sat. in May through Aug. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead.**</u>
<u>2. Klamath River main stem from 3,500 feet downstream of Iron Gate Dam to the mouth.</u>		
<u>a. Klamath River from 3,500 feet downstream of the Iron Gate Dam to the Highway 96 bridge at Weitchpec.</u>	<u>Jan. 1 to Aug. 14.</u>	<u>0 Chinook Salmon 2 hatchery trout or hatchery steelhead**</u>
	<u>Fall Run Quota 220 Chinook Salmon Aug. 15 to Dec. 31, 2020.</u>	<u>2 Chinook Salmon - no more than 1 fish over 23 inches total length until subquota is met, then 0 fish over 23 inches total length. 2 hatchery trout or hatchery steelhead**</u>
	<u>Fall Run Quota Exception: Chinook Salmon over 23 inches total length may be retained from 3,500 feet downstream of Iron Gate Dam to the Interstate 5 bridge when the department determines that the adult fall-run Chinook Salmon spawning escapement at Iron Gate Hatchery exceeds 8,000 fish. Daily bag and possession limits specified for fall-run Chinook Salmon apply during this exception.</u>	

<u>b. Klamath River downstream of the Highway 96 bridge at Weitchpec.</u>	<u>Jan. 1 to Aug. 14.</u>	<u>2 Chinook Salmon</u> <u>2 hatchery trout or</u> <u>hatchery steelhead**</u>
	<u>Fall Run Quota 648 Chinook Salmon</u> <u>Aug. 15 to Dec. 31, 2020.</u>	<u>2 Chinook Salmon - no</u> <u>more than 1 fish over</u> <u>23 inches total length</u> <u>until subquota is met,</u> <u>then 0 fish over 23</u> <u>inches total length.</u> <u>2 hatchery trout or</u> <u>hatchery steelhead**</u>
	<u>Fall Run Quota Exception: Spit Area</u> <u>(within 100 yards of the channel through</u> <u>the sand spit formed at the Klamath River</u> <u>mouth). This area will be closed to all</u> <u>fishing after 15% of the Total Klamath</u> <u>River Basin Quota has been taken.</u> <u>All legally caught Chinook Salmon must</u> <u>be retained. Once the adult (greater than</u> <u>23 inches) component of the total daily</u> <u>bag limit has been retained anglers must</u> <u>cease fishing in the spit area.</u>	
<u>3. Salmon River main stem,</u> <u>main stem of North Fork</u> <u>downstream of Sawyer's Bar</u> <u>bridge, and main stem of</u> <u>South Fork downstream of</u> <u>the confluence of the East</u> <u>Fork of the South Fork.</u>	<u>Nov. 1 through Feb. 28.</u>	<u>2 hatchery trout or</u> <u>hatchery steelhead**</u>
<u>4. Scott River main stem</u> <u>downstream of the Fort</u> <u>Jones-Greenview bridge to</u> <u>the confluence with the</u> <u>Klamath River.</u>	<u>Fourth Sat. in May through Feb. 28.</u>	<u>2 hatchery trout or</u> <u>hatchery steelhead**</u>
<u>5. Shasta River main stem</u> <u>downstream of the Interstate</u> <u>5 bridge north of Yreka to the</u> <u>confluence with the Klamath</u> <u>River.</u>	<u>Fourth Sat. in May through Aug. 31 and</u> <u>Nov. 16 through Feb. 28.</u>	<u>2 hatchery trout or</u> <u>hatchery steelhead**</u>
<u>6. Trinity River and</u> <u>tributaries.</u>		
<u>a. Trinity River main stem</u> <u>from 250 feet downstream of</u> <u>Lewiston Dam to the Old</u> <u>Lewiston Bridge.</u>	<u>Apr. 1 through Sep. 15. Only artificial flies</u> <u>with barbless hooks may be used.</u>	<u>2 hatchery trout or</u> <u>hatchery steelhead**</u>
<u>b. Trinity River main stem</u> <u>downstream of the Old</u> <u>Lewiston Bridge to the</u> <u>Highway 299 West bridge at</u> <u>Cedar Flat.</u>	<u>Jan. 1 to Aug. 31.</u>	<u>2 Chinook Salmon</u> <u>10 Brown Trout</u> <u>2 hatchery trout or</u> <u>hatchery steelhead**</u>

	<u>Fall Run Quota 214 Chinook Salmon Sep. 1 to Dec. 31, 2020.</u>	<u>2 Chinook Salmon - no more than 1 fish over 23 inches total length until subquota is met, then 0 fish over 23 inches total length. 10 Brown trout 2 hatchery trout or hatchery steelhead**</u>
	<u>Fall Run Quota Exception: Chinook Salmon over 23 inches total length may be retained downstream of the Old Lewiston Bridge to the mouth of Indian Creek when the department determines that the adult fall-run Chinook Salmon spawning escapement at Trinity River Hatchery exceeds 4,800 fish. Daily bag and possession limits specified for fall-run Chinook Salmon apply during this exception.</u>	
<u>c. Trinity River main stem downstream of the Highway 299 West bridge at Cedar Flat to the Denny Road bridge at Hawkins Bar.</u>	<u>Jan. 1 through Aug. 31.</u>	<u>2 Chinook Salmon 10 Brown Trout 2 hatchery trout or hatchery steelhead**</u>
	<u>Sep. 1 through Dec. 31.</u>	<u>Closed to all fishing.</u>
<u>d. New River main stem downstream of the confluence of the East Fork to the confluence with the Trinity River.</u>	<u>Sep. 15 through Nov. 15. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**</u>
<u>e. Trinity River main stem downstream of the Denny Road bridge at Hawkins Bar to the mouth of the South Fork Trinity River.</u>	<u>Jan. 1 to Aug. 31.</u>	<u>2 Chinook Salmon 10 Brown Trout 2 hatchery trout or hatchery steelhead**</u>
	<u>Fall Run Quota 214 Chinook Salmon Sep. 1 through Dec. 31, 2020. This is the cumulative quota for subsections 6.e. and 6.f. of this table.</u>	<u>2 Chinook Salmon - no more than 1 fish over 23 inches total length until subquota is met, then 0 fish over 23 inches total length. 10 Brown Trout 2 hatchery trout or hatchery steelhead**</u>
<u>f. Trinity River main stem downstream of the mouth of the South Fork Trinity River</u>	<u>Jan. 1 to Aug. 31.</u>	<u>0 Chinook Salmon 10 Brown Trout 2 hatchery trout or hatchery</u>

<u>to the confluence with the Klamath River.</u>		<u>steelhead**</u>
	<u>Fall Run Quota 214 Chinook Salmon Sep. 1 through Dec. 31, 2020. This is the cumulative quota for subsections 6.e. and 6.f. of this table.</u>	<u>2 Chinook Salmon - no more than 1 fish over 23 inches total length until subquota is met, then 0 fish over 23 inches total length. 10 Brown Trout 2 hatchery trout or hatchery steelhead**</u>
<u>g. Hayfork Creek main stem downstream of the Highway 3 bridge in Hayfork to the confluence with the South Fork Trinity River.</u>	<u>Nov. 1 through Mar. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**</u>
<u>h. South Fork Trinity River downstream of the confluence with the East Fork of the South Fork Trinity River to the South Fork Trinity River bridge at Hyampom.</u>	<u>Nov. 1 through Mar. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**</u>
<u>i. South Fork Trinity River downstream of the South Fork Trinity River bridge at Hyampom to the confluence with the Trinity River.</u>	<u>Nov. 1 through Mar. 31.</u>	<u>0 Chinook Salmon. 2 hatchery trout or hatchery steelhead**</u>

(51) Special Order Regarding Take of Chinook Salmon in Anadromous Waters of the Klamath River Basin Downstream of Iron Gate and Lewiston dams.

Notwithstanding subsection (b)(50) of Section 7.40, between Jan. 1 and Aug. 14 on the Klamath River and between Jan. 1 and Aug. 31 on the Trinity River, and South Fork Trinity River, Chinook Salmon may not be taken or possessed except as authorized on the identified segments of rivers as listed in the following table. All other restrictions apply.

<u>Body of Water</u>	<u>Open Season and Special Restrictions</u>	<u>Daily Bag and Possession Limit</u>
<u>(A) Klamath River segment identified in subsection 7.40(b)(50)(E)2.b.</u>	<u>Jul. 1 through Aug. 14</u>	<u>1 Chinook Salmon 2 Chinook Salmon in possession</u>
<u>(B) Trinity River segment identified in subsection 7.40(b)(50)(E)6.b.</u>	<u>Jul. 1 through Aug. 31</u>	<u>1 Chinook Salmon 2 Chinook Salmon in possession</u>
<u>(C) Trinity River segment identified in subsection 7.40(b)(50)(E)6.c.</u>	<u>Jul. 1 through Aug. 31</u>	<u>1 Chinook Salmon 2 Chinook Salmon in possession</u>
<u>(D) Trinity River segment identified in subsection 7.40(b)(50)(E)6.e.</u>	<u>Jul. 1 through Aug. 31</u>	<u>1 Chinook Salmon 2 Chinook Salmon in possession</u>

<u>(52) Laguna de Santa Rosa (Sonoma Co. tributary to Russian River) upstream from Guerneville Road bridge.</u>	<u>Last Sat. in Apr. through Nov. 15.</u>	<u>Open to fishing for non-salmonids only. Closed to the take of trout, and steelhead.</u>
<u>(53) Lagunitas Creek and tributaries (Marin Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(54) Limekiln Creek and tributaries above Highway 1 (Monterey Co.). Also see Subsection 8.00(c)(9) Low-Flow Restrictions.</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(55) Little River (Humboldt Co.) downstream from the County Road bridge at Crannell, excluding tributaries.</u>	<u>Fourth Sat. in May through Mar. 31. Cutthroat trout minimum size limit: 10 inches total length. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 cutthroat trout 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(56) Little Sur River and tributaries above Coast Road (Monterey Co.).</u>	<u>Fourth Sat. in May through Oct. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Nov. 16 through the Fri. preceding the last Sat. in Apr. Only artificial lures with barbless hooks may be used.</u>	<u>0 trout</u>
<u>(57) Llagas Creek (Santa Clara Co.). Also see Subsection 8.00(c)(5) Low-Flow Restrictions.</u>		
<u>(A) From mouth to Monterey Highway Bridge.</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) From Monterey Highway Bridge to Chesbro Dam.</u>	<u>Closed to all fishing all year.</u>	
<u>(58) Los Osos Creek (San Luis Obispo Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(59) Los Padres Reservoir (Monterey Co.).</u>	<u>Last Sat. in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.</u>	<u>5 Brown Trout, 0 rainbow trout.</u>
<u>(60) Mad River and tributaries (Humboldt Co.).</u>		
<u>(A) Mad River from the mouth to 200 yards upstream.</u>	<u>Jan. 1 through Mar. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>

<u>(B) Mad River main stem, from 200 yards above its mouth upstream to the confluence with Cowan Creek, excluding tributaries. Also see Subsection 8.00(a)(4) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(C) Mad River main stem, from the confluence with Cowan Creek to the confluence with Deer Creek, excluding tributaries.</u>	<u>Closed to all fishing all year.</u>	
<u>(D) Mad River main stem from the confluence with Deer Creek to Ruth Dam.</u>	<u>Fourth Sat. in May through Oct. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(61) Mattole River (Humboldt Co.). Also see Subsection 8.00(a) Low-Flow Restrictions.</u>		
<u>(A) Mattole River main stem from the mouth to 200 yards upstream.</u>	<u>Closed to all fishing all year.</u>	
<u>(B) Mattole River main stem from 200 yards upstream of mouth to confluence with Stansberry Creek.</u>	<u>Jan. 1 through Mar. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(C) Mattole River main stem from confluence with Stansberry Creek to confluence with Honeydew Creek.</u>	<u>Jan. 1 through Mar. 31 and Fourth Sat. in May through Aug. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(62) McDonald Creek (Humboldt Co.).</u>	<u>Closed to fishing all year.</u>	
<u>(63) Merced River (Merced Co.).</u>		
<u>(A) From Crocker-Huffman Dam downstream to the Schaffer bridge on Oakdale Road.</u>	<u>Jan. 1 through Oct. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) From the Schaffer bridge on Oakdale Road downstream to the mouth.</u>	<u>Jan. 1 through Oct. 31. Bait may be used from Jan. 1 through Oct. 31. However, from Apr. 1 through the Fri. preceding the fourth Sat. in May, bait may be used only with single hooks having a gap between 1/2 and 1 inch, or with multiple hooks having a gap between 1/4 and 1/2 inch.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(64) Mill Creek (Tehama Co.).</u>		

<u>(A) From the Lassen National Park boundary downstream to the U.S. Geological Survey gauging station cable crossing at the mouth of Mill Creek Canyon.</u>	<u>Last Sat. in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) From U.S. Geological Survey gauging station cable crossing at mouth of Mill Creek Canyon downstream to the mouth of Mill Creek.</u>	<u>Jun. 16 through Sept. 30.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(65) Mitchell Creek and tributaries (Contra Costa Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(66) Mokelumne River (San Joaquin Co.).</u>		
<u>(A) From Camanche Dam to Elliot Road.</u>	<u>Jan. 1 through Mar. 31.</u>	<u>1 hatchery trout or hatchery steelhead**</u>
	<u>Fourth Sat. in May through Jul. 15.</u>	<u>1 hatchery trout or hatchery steelhead**</u>
	<u>Jul. 16 through Oct. 15.</u>	<u>1 hatchery trout or hatchery steelhead**. 2 Chinook Salmon. 4 Chinook Salmon in possession.</u>
<u>(B) From Elliot Road to the Woodbridge Irrigation District Dam including Lodi Lake.</u>	<u>Jan. 1 through Jul. 15.</u>	<u>1 hatchery trout or hatchery steelhead**</u>
	<u>Jul. 16 through Dec. 31.</u>	<u>1 hatchery trout or hatchery steelhead**. 2 Chinook Salmon. 4 Chinook Salmon in possession.</u>
<u>(C) Between the Woodbridge Irrigation District Dam and the Lower Sacramento Road bridge.</u>	<u>Closed to all fishing all year.</u>	
<u>(D) From the Lower Sacramento Road bridge to the mouth. For purposes of this regulation, this river segment is defined as Mokelumne River and its tributary sloughs downstream of the Lower Sacramento Road bridge and east of Highway 160 and north of Highway 12.</u>	<u>Jan. 1 through Jul. 15.</u>	<u>1 hatchery trout or hatchery steelhead**</u>
	<u>Jul. 16 through Dec. 16.</u>	<u>1 hatchery trout or hatchery steelhead**. 2 Chinook Salmon. 4 Chinook Salmon in possession.</u>
	<u>Dec. 17 through Dec. 31.</u>	<u>1 hatchery trout or hatchery steelhead**</u>
<u>(67) Nacimiento River (Monterey and San Luis Obispo Cos.)</u>		
<u>Main stem below Nacimiento Dam, downstream to its confluence with the Salinas River.</u>	<u>Sat. preceding Memorial Day through Oct. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>

<u>(68) Napa River and tributaries (Napa Co.). Also see Subsection 8.00(b) Low-Flow Restrictions.</u>		
<u>(A) Main stem above the Oakville Cross Road Bridge near Yountville and all Napa River tributaries.</u>	<u>Closed to all fishing all year.</u>	
<u>(B) From the Oakville Cross Road Bridge near Yountville to the Trancas Bridge. Note: The Napa River below the Trancas Bridge is tidewater, and is under the regulations for the Ocean and San Francisco Bay District (see Sections 1.53 and 27.00).</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(69) Navarro River (Mendocino Co.). Also see Subsection 8.00(b)(1) Low-Flow Restrictions. Main stem below the Greenwood Road bridge.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(70) Noyo River (Mendocino Co.). Also see Subsection 8.00(b)(1) Low-Flow Restrictions.</u>		
<u>(A) Noyo River main stem from the mouth to the Georgia-Pacific logging road bridge one mile east of Highway 1.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) Noyo River main stem from the Georgia-Pacific logging road bridge one mile east of Highway 1 to the confluence with the South Fork Noyo River.</u>	<u>Fourth Sat. in May through Oct. 1. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession</u>
<u>(C) Noyo River main stem from the confluence with the South Fork Noyo River to the Sonoma/Mendicino Boy Scout Council Camp.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(71) Pajaro River (Monterey, Santa Clara, Santa Cruz and San Benito Cos.) from mouth to Uvas Creek. Also see Subsection 8.00(c)(5) Low-Flow Restrictions.</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(72) Upper Penitencia Creek (Santa Clara Co.) a tributary to Coyote Ck.</u>	<u>Closed to all fishing all year.</u>	

<u>Also see Subsection 8.00(c) Low-Flow Restrictions.</u>		
<u>(73) Pescadero Creek (San Mateo Co.) from mouth to the Stage Road bridge at Pescadero. Also see Subsection 8.00(c)(2) Low-Flow Restrictions.</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(74) Pescadero Creek tributaries and main stem above the Stage Road bridge at Pescadero (Santa Clara and San Mateo Cos.).</u>	<u>Closed to all fishing all year.</u>	
<u>(75) Pinole Creek (Contra Costa Co.) and tributaries.</u>	<u>Closed to all fishing all year.</u>	
<u>(76) Redwood Creek and tidewaters (Marin Co.)</u>	<u>Closed to all fishing all year.</u>	
<u>(77) Redwood Creek (Humboldt Co.). Also see Subsection 8.00(a) Low-Flow Restrictions.</u>		
<u>(A) Redwood Creek main stem, within a radius of 200 yards of its mouth.</u>	<u>Jan. 1 through Mar. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) Redwood Creek main stem, from 200 yards above the mouth to the mouth of Prairie Creek.</u>	<u>Fourth Sat. in May through Mar. 31. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(C) Redwood Creek main stem, from the mouth of Prairie Creek to the mouth of Bond Creek.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(D) Redwood Creek and tributaries, above the mouth of Bond Creek.</u>	<u>Closed to all fishing all year.</u>	
<u>(78) Russian Gulch and tributaries (Sonoma Co.). Main stem below the confluence of the East Branch. Also see Subsection 8.00(b) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(79) Russian River and tributaries (Sonoma and Mendocino Cos.). Also see Subsection 8.00(b) Low-Flow Restrictions.</u>		
<u>(A) Russian River main stem below the confluence of the East Branch Russian River.</u>	<u>All Year. Only artificial lures with barbless hooks may be used from Apr. 1 through Oct. 31 Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>

<u>(B) Russian River main stem above the confluence of the East Branch and all River tributaries. (See Laguna de Santa Rosa 7.40(b)(52) and Santa Rosa Creek 7.40(b)(98) for non-salmonids only.)</u>	<u>Closed to all fishing all year.</u>	
<u>(C) Russian River within 250 feet of the Healdsburg Memorial Dam.</u>	<u>Closed to all fishing all year.</u>	
<u>(80) Sacramento River and tributaries below Keswick Dam (Butte, Colusa, Contra Costa, Glenn, Sacramento, Shasta, Solano, Sutter, Tehama and Yolo Cos.).</u>		
<u>(A) Sacramento River from Keswick Dam to 650 feet below Keswick Dam.</u>	<u>Closed to all fishing all year.</u>	
<u>(B) Sacramento River from 650 feet below Keswick Dam to the Deschutes Road bridge.</u>		
<u>1. Sacramento River from 650 feet below Keswick Dam to the Highway 44 bridge.</u>	<u>Closed to all fishing from Apr. 1 through Jul. 31.</u>	
	<u>Jan. 1 to Mar. 31. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Aug. 1 to Dec. 31. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>2. Sacramento River from the Highway 44 bridge to the Deschutes Road bridge.</u>	<u>All year. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(C) Sacramento River from the Deschutes Road bridge to the Red Bluff Diversion Dam.</u>	<u>Jan. 1 through Jul. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Aug. 1 through Dec. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 Chinook Salmon. 4 Chinook Salmon in possession.</u>
<u>(D) Sacramento River from the Red Bluff Diversion Dam to the Hwy 113 bridge near Knights Landing.</u>	<u>Jan. 1 through Jul. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>

	<u>Jul. 16 through Dec. 16.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 Chinook Salmon. 4 Chinook Salmon in possession.</u>
	<u>Dec. 17 through Dec. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(E) Sacramento River from the Hwy 113 bridge near Knights Landing to the Carquinez Bridge (includes Suisun Bay, Grizzly Bay and all tributary sloughs west of Highway 160).</u>	<u>Jan. 1 through Jul. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
	<u>Jul. 16 through Dec. 16.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 Chinook Salmon. 4 Chinook Salmon in possession.</u>
	<u>Dec. 17 through Dec. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(81) Salinas River and tributaries (Monterey and San Luis Obispo Cos.). Also see Subsection 8.00(c) Low-Flow Restrictions.</u>		
<u>(A) The main stem Salinas River.</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) All Salinas River tributaries upstream of Arroyo Seco River confluence (including the San Antonio River below San Antonio Reservoir and Dam, Paso Robles Creek and tributaries, Atascadero Creek, Santa Margarita Creek and tributaries but excluding the Nacimiento River) See 7.40(b)(67).</u>	<u>Last Sat. in Apr. through Nov. 15. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(82) Salmon Creek and tributaries (Sonoma Co.). Also see Subsection 8.00(b) Low-Flow Restrictions.</u>		
<u>(A) Salmon Creek main stem below Highway 1.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be</u>	<u>2 hatchery trout or hatchery steelhead**. 4</u>

	<u>used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) Salmon Creek main stem above Highway 1 and all Salmon Creek tributaries.</u>	<u>Closed to all fishing all year.</u>	
<u>(83) Salmon River (Siskiyou Co.).</u>	<u>See Klamath River 7.50(b)(50).</u>	
<u>(84) San Benito River and tributaries (San Benito Co.).</u>	<u>Last Sat. in Apr. through Nov. 15.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(85) San Clemente Creek and tributaries (Monterey Co.) except for Trout Lake.</u>	<u>Last Sat. in Apr. through Nov. 15 Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(86) San Diego Creek (Orange Co.) Downstream of the MacArthur Blvd. bridge only.</u>	<u>Sat. preceding Memorial Day through Nov. 30. Only artificial lures with barbless hooks may be used.</u>	<u>Open to fishing for non-salmonids only. Closed to the take of trout, and steelhead.</u>
<u>(87) San Francisquito Creek and tributaries (Santa Clara and San Mateo Cos.)</u>	<u>Closed to all fishing all year.</u>	
<u>(88) San Gabriel River (Los Angeles and Orange Cos.) Upstream of the Highway 22 bridge to the start of concrete-lined portion of the river channel.</u>	<u>Sat. preceding Memorial Day through Nov. 30. Only artificial lures with barbless hooks may be used.</u>	<u>Open to fishing for non-salmonids only. Closed to the take of trout, and steelhead.</u>
<u>(89) San Gregorio Creek (San Mateo Co.) from the mouth to the Stage Road bridge at San Gregorio. Also see Subsection 8.00(c)(2) Low-Flow Restrictions.</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(90) San Joaquin River (Fresno, Madera, Merced, San Joaquin, and Stanislaus Cos.).</u>		
<u>(A) From Friant Dam downstream to the Highway 140 bridge.</u>	<u>All year.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) From the Highway 140 bridge downstream to the Interstate 5 bridge at Mossdale.</u>	<u>All year.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(91) San Juan Creek main stem (Orange Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(92) San Lorenzo River (Santa Cruz Co.) from the mouth to the Lomond Street bridge in the town of Boulder</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and</u>	<u>2 hatchery trout or hatchery steelhead**. 4</u>

<u>Creek. Also see Subsection 8.00(c) Low-Flow Restrictions.</u>	<u>closing days. Only barbless hooks may be used.</u>	<u>hatchery trout or hatchery steelhead** in possession.</u>
<u>(93) San Luis Obispo Creek (San Luis Obispo Co.) from mouth to the first and most southwestern highway 1/101 bridge.</u>	<u>Dec. 1 through Mar. 7, but only Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(94) San Luis Rey River (San Diego Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(95) San Mateo Creek and tributaries downstream from the falls between the Tenaia Road crossing and Fisherman's Camp (San Diego and Riverside Cos.).</u>	<u>Closed to all fishing all year.</u>	
<u>(96) San Simeon Creek (San Luis Obispo Co.) from mouth to the pedestrian bridge in San Simeon Beach State Park.</u>	<u>Dec. 1 through Mar. 7, but only Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(97) Santa Margarita River and tributaries downstream from the Interstate 15 bridge (San Diego and Riverside Cos.).</u>	<u>Closed to all fishing all year.</u>	
<u>(98) Santa Rosa Creek (Sonoma Co. tributary to Russian River) from Laguna de Santa Rosa to Highway 12 bridge.</u>	<u>Last Sat. in Apr. through Nov. 15.</u>	<u>Open to fishing for non-salmonids only. Closed to the take of trout, and steelhead.</u>
<u>(99) Santa Ynez River and tributaries downstream from Bradbury Dam (Santa Barbara Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(100) Scott Creek (Santa Cruz Co.) from mouth to confluence with Big Creek. Also see Subsection 8.00(c)(3) Low-Flow Restrictions.</u>	<u>Dec. 1 through Mar. 7, but only Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>0 trout</u>
<u>(101) Scott River (Siskiyou Co.).</u>	<u>See Klamath River 7.40(b)(50).</u>	
<u>(102) See Canyon Creek (San Luis Obispo Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(103) Shasta River (Siskyou Co.).</u>	<u>See Klamath River 7.40(b)(50).</u>	
<u>(104) Sisquoc River and tributaries (Santa Barbara Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(105) Smith River (Del Norte Co.) Yearly limits apply for entire river.</u>	<u>Section 8.00 Low-Flow Restrictions, also apply.</u>	
<u>(A) Main stem from the mouth to confluence of Middle and South forks. Also see Subsection 8.00(a)(7) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Apr. 30. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Aug. 31. Only</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 cutthroat trout minimum</u>

	<u>barbless hooks may be used from Sep. 1 through Apr. 30.</u>	<u>size limit: 10 inches total length. 1 Chinook Salmon and no more than 5 wild Chinook Salmon* over 22 inches per year.</u>
<u>(B) Middle Fork Smith River</u>		
<u>1. from mouth to Patrick Creek Also see Subsection 8.00(a)(7) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Apr. 30. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Aug. 31. Only barbless hooks may be used from Sep. 1 through Apr. 30.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 Cutthroat Trout minimum size limit: 10 inches total length. 1 Chinook Salmon and no more than 5 wild Chinook Salmon* over 22 inches per year.</u>
<u>2. above the mouth of Patrick Creek. Also see Subsection 8.00(a)(7) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Oct. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 cutthroat trout minimum size limit: 10 inches total length. 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(C) South Fork Smith River</u>		
<u>1. from the mouth upstream approximately 1,000 feet to the County Road (George Tryon) bridge and Craigs Creek to Jones Creek. Also see Subsection 8.00(a)(7) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Apr. 30. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Aug. 31. Only barbless hooks may be used from Sep. 1 through Apr. 30.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 Cutthroat Trout minimum size limit: 10 inches total length. 1 Chinook Salmon and no more than 5 wild Chinook Salmon* over 22 inches per year.</u>
<u>2. from the George Tryon bridge upstream to the mouth of Craigs Creek. Also see Subsection 8.00(a)(7) Low-Flow Restrictions.</u>	<u>Closed to fishing all year.</u>	
<u>3. above the mouth of Jones Creek. Also see Subsection 8.00(a)(7) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Oct. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 cutthroat trout minimum size limit: 10 inches total length. 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(D) North Fork Smith River.</u>		
<u>1. from the mouth to Stony Creek. Also see Subsection 8.00(a)(7) Low-Flow Restrictions.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Aug. 31. Only</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 cutthroat trout minimum size limit: 10 inches total</u>

	<u>barbless hooks may be used from Sep. 1 through Mar. 31.</u>	<u>length. 1 Chinook salmon and no more than 5 wild Chinook salmon* over 22 inches per year.</u>
<u>2. above the mouth of Stony Creek.</u>	<u>Fourth Sat. in May through Oct. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 cutthroat trout minimum size limit: 10 inches total length. 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(106) Sonoma Creek and tributaries (Sonoma Co.).</u>		
<u>Sonoma Creek and tributaries between the Sonoma Creek seasonal waterfall in Sugarloaf Ridge State Park (located 0.2 miles upstream of the west end of the Canyon Trail) and the Highway 121 bridge. Note: Sonoma Creek below the Highway 121 Bridge is tidewater, and is regulated by regulations for the Ocean and San Francisco Bay District (see sections 1.53 and 27.00).</u>	<u>Closed to all fishing year.</u>	
<u>(107) Soquel Creek (Santa Cruz Co.) from mouth to confluence of East and West branch. Also see Subsection 8.00(c)(4) Low-Flow Restrictions.</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks maybe used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(108) Stanislaus River</u>		
<u>(A) From Goodwin Dam downstream to the Highway 120 bridge in Oakdale.</u>	<u>Jan. 1 through Oct. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) From the Highway 120 bridge in Oakdale to the mouth.</u>	<u>Jan. 1 through Oct. 31. Bait may be used from Jan. 1 through Oct. 31. However, from Apr. 1 through the Fri. preceding the fourth Sat. in May, bait may be used only with single hooks having a gap between 1/2 and 1 inch, or with multiple hooks having a gap between 1/4 and 1/2 inch.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(109) Stevens Creek (Santa Clara Co.) downstream of Stevens Reservoir.</u>	<u>Last Sat. in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>

<u>(110) Stone Lagoon (Humboldt Co.).</u>	<u>All year. Only artificial lures with barbless hooks may be used. Cutthroat trout minimum size limit: 14 inches.</u>	<u>2 cutthroat trout 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(111) Ten Mile River Mendocino Co.). Also see Subsection 8.00(b)(1) Low-Flow Restrictions. Ten Mile River main stem below the confluence with the Ten Mile River North Fork, and the Ten Mile River North Fork below the confluence with Bald Hill Creek.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct 31. Only barbless hooks may be used from Nov. 1 through May 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(112) Topanga Canyon Creek and tributaries (Los Angeles Co.).</u>	<u>Closed to all fishing all year.</u>	
<u>(113) Trabuco Creek (a.k.a. Arroyo Trabuco Creek) (Orange Co.). Downstream of the I-5 bridge to the confluence with San Juan Creek</u>	<u>Closed to all fishing all year.</u>	
<u>(114) Trinity River and tributaries downstream of Lewiston Dam.</u>	<u>See Klamath River 7.40(b)(50).</u>	
<u>(115) Tuolumne River (Stanislaus and Tuolumne Cos.).</u>		
<u>(A) From La Grange Dam downstream to Hickman bridge.</u>	<u>Jan. 1 through Oct. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) From Hickman bridge to the mouth.</u>	<u>Jan. 1 through Oct. 31. Bait may be used from Jan. 1 through Oct. 31. However, from Apr. 1 through the Fri. preceding the fourth Sat. in May, bait may be used only with single hooks having a gap between 1/2 and 1 inch, or with multiple hooks having a gap between 1/4 and 1/2 inch.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(116) Usal Creek and tributaries (Mendocino Co.). Also see Subsection 8.00(b) Low-Flow Restrictions. Usal Creek main stem below the Usal-Shelter Cove Road</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>

<u>(117) Uvas or Carnadero Creek (Santa Clara Co.) Also see Subsection 8.00(c)(5) Low-Flow Restrictions.</u>		
<u>(A) From Highway 152 Bridge to Uvas Dam.</u>	<u>Closed to all fishing all year.</u>	
<u>(B) From mouth to Highway 152 Bridge.</u>	<u>Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(118) Van Duzen River (Humboldt Co.).</u>	<u>See Eel River 7.40(b)(40) and Subsection 8.00(a) Low-Flow Restrictions.</u>	
<u>(119) Waddell Creek (Santa Cruz Co.) from mouth to Highway 1 bridge. Also see Restrictions, Subsection 8.00(c)(3) Low-Flow Restrictions.</u>	<u>Dec. 1 through Mar. 7, but only Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(120) Walker Creek and tributaries (Marin Co.) Also see Subsection 8.00(b) Low-Flow Restrictions.</u>		
<u>(A) Walker Creek main stem below Highway 1.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Sat. in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) Walker Creek main stem above Highway 1 and all Walker Creek tributaries.</u>	<u>Closed to fishing all year.</u>	
<u>(121) Walnut Creek (Contra Costa Co.).</u>		
<u>(A) Upstream of the confluence with Grayson Creek.</u>	<u>Fourth Sat. in May through Mar. 31. Only artificial lure with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) Downstream of the confluence with Grayson Creek.</u>	<u>All year.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>(122) Wildcat Creek and tributaries (Contra Costa Co.).</u>	<u>Closed all year to fishing.</u>	
<u>(123) Yuba River (Yuba and Nevada Cos.) from mouth to Englebright Dam.</u>		
<u>(A) From mouth to the Highway 20 bridge.</u>	<u>All year. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4</u>

		<u>hatchery trout or hatchery steelhead** in possession.</u>
<u>(B) From Highway 20 bridge to Englebright Dam.</u>	<u>Dec. 1 through Aug. 31. Only artificial lures with barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</u>

* Wild Chinook Salmon are those not showing a healed adipose fin clip and not showing a healed left ventral fin clip.

**Hatchery trout or steelhead in anadromous waters are those showing a healed adipose fin clip (adipose fin is absent). Unless otherwise provided, all other trout and steelhead must be immediately released. Wild trout or steelhead are those not showing a healed adipose fin clip (adipose fin is present).

Note: Authority cited: Sections 200, 205, 265, 270, 315, 316.5 and 399, Fish and Game Code.

Reference: Sections 200, 205, 265, 270 and 316.5, Fish and Game Code.

Proposed Regulatory Language

Section 7.50, Title 14, CCR, is amended to read:

§ 7.50. Alphabetical List of Trout Waters with Special Fishing Regulations.

(a) General Provisions:

~~(1) Every body of water listed below is closed to the take of trout and trout fishing, unless otherwise noted.~~

~~(21) Every body of water listed in subsection (b) below is closed to all fishing except during the open season as shown. Unless otherwise provided, waters shown as open to trout fishing in subsection (b) below, are open to fishing for other species. Every body of water listed below is closed to all fishing except during the open season as shown. Gear restrictions listed in this section apply to the take of all species of fish unless otherwise noted.~~

~~(32) Unless otherwise provided, waters closed to trout fishing are closed to fishing for all other species, except that these closures do not apply to fishing for amphibians (see Section 5.05), freshwater clams (see Section 5.20), crayfish (see Section 5.35), and lamprey (see Section 5.40), using legal fishing methods other than hook-and-line fishing, and saltwater clams, crabs, ghost shrimp, and blue mud shrimp (see Ocean Regulations Booklet Sections sections 29.20 to 29.87). Crabs may only be taken using hoop nets or by hand, and Dungeness crab may only be taken within the North Coast District and Sonoma and Mendocino Counties.~~

~~(43) Daily bag and possession limits, unless otherwise noted, mean the total number of trout.~~

~~(54) Unless otherwise provided, it is unlawful to possess more than one daily bag limit.~~

~~(65) These waters may also be subject to restrictions on fishing methods and gear (sections 2.00 through 2.40), fishing hours (Section Section 3.00), and the use of bait (sections 4.00 through 4.30).~~

(b)

Body of Water	Open Season and Special Regulations-Restrictions	Daily Bag and Possession Limit
(1) Alambique Creek (San Mateo Co.).	Last Saturday in Apr. through Nov. 15 <u>Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.</u>	5 trout <u>0 trout</u>
(1.52) Alameda Creek and tributaries (Alameda and Santa Clara Counties).		
(A) Alameda Creek <u>mainstem</u> and <u>all</u> tributaries downstream of San Antonio, Calaveras, and Del Valle Reservoirs reservoirs except for Arroyo Del Valle between Bernal Ave. and the Thiessen St. intersection with Vineyard Ave.	Closed to all fishing all year.	
1. Arroyo Del Valle between Bernal Ave. and the Thiessen St. intersection with Vineyard Ave.	All year. Only artificial lures with barbless hooks may be used.	0 trout
(B) Alameda Creek tributaries upstream of San Antonio, Calaveras, and Del Valle Reservoirs <u>reservoirs</u> .	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used. <u>Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.</u>	0 trout

<u>(C) San Antonio and Calaveras reservoirs.</u>	<u>All year. Only artificial lures with barbless hooks may be used.</u>	<u>0 trout</u>
(2) Albion River (Mendocino Co.). Also see Section 8.00(b). Main stem below the confluence of South Fork Albion.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(3) Alder Creek (Mendocino Co.). Also see Section 8.00(b). Main stem below Tramway Gulch.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(43) Almanor Lake tributaries (Lassen, Plumas, and Shasta Cos.cos.) upstream to the first lake.	<u>Sat. preceding Memorial Day through Nov. 15 Sep. 30.</u>	5 trout per day 10 trout in possession.
(4.5) American River, North Fork, Middle Fork, South Fork and their tributaries above Folsom Lake (Placer, Eldorado El Dorado, Amador, and Alpine Cos.cos.), <u>except Caples Creek (See Section 7.50(b)(24)).</u>	Last Saturday in Apr. through Nov. 15. Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used. <u>Sat. preceding Memorial Day through Sep. 30.</u>	5 trout per day 10 trout in possession.
	<u>Oct. 1 through the Fri. preceding Memorial Day. Only artificial lures with barbless hook may be used.</u>	<u>0 trout</u>
(5) American River (Sacramento Co.)		
(A) From Nimbus Dam to the U.S. Geological Survey gauging station cable crossing about 300 yards downstream from the Nimbus Hatchery fish rack site.	Closed to all fishing all year.	
(B) From the U.S. Geological Survey gauging station cable crossing about 300 yards downstream from the Nimbus Hatchery fish rack site to the SMUD power line crossing at the southwest boundary of Ancil Hoffman Park.	Jan. 1 through July 15. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
	July 16 through Oct. 31. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 1 Chinook

		Salmon. 2 Chinook Salmon in possession.
(C) From the SMUD power line crossing at the southwest boundary of Ancil Hoffman Park down stream to the Jibboom Street bridge.	Jan. 1 through July 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
	July 16 through Dec. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 1 Chinook Salmon. 2 Chinook Salmon in possession.
(D) From the Jibboom Street bridge to the mouth.	Jan. 1 through July 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
	July 16 through Dec. 16.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 1 Chinook Salmon. 2 Chinook Salmon in possession.
	Dec. 17 through Dec. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(6) Antelope Creek (Tehama Co.).		
(A) From confluence with North Fork downstream to U.S. Geological Survey gauging station cable crossing at mouth of Antelope Creek Canyon.	Last Saturday in April through Nov. 15. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) From U.S. Geological Survey gauging station cable crossing at mouth of Antelope Creek Canyon downstream to mouth of Antelope Creek.	June 16 through September 30.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(6.5) Antelope Lake tributaries (Plumas Co.).	Saturday preceding Memorial Day through Nov. 15 Sat. preceding Memorial Day through Sep. 30.	5 trout per day. 10 trout in possession.
(7) Applegate River and tributaries (Siskiyou Co.).	Last Saturday in Apr. through Nov. 15	5 trout per day. 10 trout in possession.
(8) Aptos Creek (Santa Cruz Co.) from mouth to bridge on Aptos Creek Road.	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed.,	2 hatchery trout or hatchery steelhead**. 4

Also see Low-Flow Restrictions, Section 8.00(c)(4).	legal holidays and opening and closing days. Only barbless hooks may be used.	hatchery trout or hatchery steelhead** in possession.
(9) Arroyo de los Frijoles above Lake Lucerne (San Mateo Co.).	Last Saturday in Apr. through Nov. 15.	5 trout
(10) Arroyo Grande Creek (San Luis Obispo Co.).		
(A) Above Lopez Reservoir.	Last Saturday in Apr. through Nov. 15.	5 trout. 2 salmon.
(B) From mouth to Lopez Canyon Dam.	Closed to all fishing all year.	
(11) Arroyo Leon (San Mateo Co.).	Closed to all fishing all year.	
(6) Arroyo Seco River (Monterey Co.). Also see Subsection 8.00(c) Low-Flow Restrictions. (A) The main stem Arroyo Seco and tributaries above the waterfall located approximately 3.5 miles upstream from the U.S. Forest Service Ranger Station.	Last Saturday in Apr. through Nov. 15. Sat. preceding Memorial Day through Sep. 30.	5 trout
(B) The main stem Arroyo Seco and tributaries below the waterfall located approximately 3.5 miles upstream from the U.S. Forest Service Ranger Station.	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(12.5) Auburn Ravine Creek and tributaries (Placer Co.) east of Nelson Lane.	Fourth Saturday in May through Oct. 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(13) Balm of Gilead Creek (Trinity Co.).	See Eel River 7.50(b)(63).	
(13.5) Bass Lake (Siskiyou Co.).	Feb. 1 through Sept. 30.	5 trout
(14) Battle Creek (Shasta and Tehama Cos.).		
(A) From mouth to Coleman Fish Hatchery weir.	Closed to all fishing all year.	
(B) From 250 feet upstream from the Coleman National Fish Hatchery upstream to Angel Falls (near Mineral) on the South Fork and to Ponderosa Way Bridge on the North Fork.	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(157) Bear Creek and tributaries (Shasta and Siskiyou Cos. cos.) between Ponderosa Way bridge and confluence with Fall River.	Saturday preceding Memorial Day through Nov. 15 Sat. preceding Memorial Day through Sep. 30. Only artificial lures may be used.	2 trout per day. 10 trout in possession.
(178) Bear Creek (San Bernardino Co.) from Big Bear Dam to confluence of Santa Ana River.	All year. Only artificial lures with barbless hooks may be used.	2 trout

(18) Bear River (Humboldt Co.) downstream from County Road Bridge at Capetown, excluding tributaries.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(18.59) Bear River and tributaries (Placer Co.)		
(A) From Highway 20 south (downstream) 2.5 miles to the abandoned concrete dam (the Boardman Diversion Dam).	Last Saturday in Apr. through Nov. 15. Maximum size limit: 14 inches total length. Sat. preceding Memorial Day through the last day in Feb..	5 trout
(B) From Highway 65 to the South Sutter Irrigation District Diversion Dam.	Fourth Saturday in May through Oct. 15.	2 hatchery trout or hatchery steelhead**, 4 hatchery trout or hatchery steelhead** in possession,
(1910) Berryessa Lake tributaries (Lake and Napa Cos. cos.).	Last Saturday in Apr. through Nov. 15. Last Sat. in Apr. through Sep. 30.	5 trout 2 trout. 4 trout in possession.
(19.5) Big Bear Lake tributaries (San Bernardino Co.)	Saturday preceding Memorial Day through last day of Feb.	5 trout per day. 10 trout in possession.
(20) Big Chico Creek (Butte Co.).		
(A) From mouth to Bear Hole, located approximately one mile downstream from the upper end of Bidwell Park	June 16 through Feb. 15. Only artificial lures with barbless hooks may be used from Oct. 16 through Feb. 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) From Bear Hole to the upper boundary of the Big Chico Creek Ecological Reserve	Nov. 1 through April 30. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(C) From the upper boundary of the Big Chico Creek Ecological Reserve to Higgins Hole Falls, located about one-half mile upstream from Ponderosa Way.	Closed to all fishing all year.	
(21) Big Lagoon (Humboldt Co.). For purposes of this regulation, the boundary between Big Lagoon and Maple Creek is the first private road bridge, located approximately 1/2 mile southeast of the Highway 101 bridge crossing.	All year. Only barbless hooks may be used. Cutthroat trout minimum size limit: 10 inches.	2 cutthroat trout. 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(22) Big River (Mendocino Co.). Also see Section 8.00(b). Main stem below the confluence of Two Log Creek.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or

	Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	hatchery steelhead** in possession.
(11) Big Sur River (Monterey Co.). (A) Big Sur River and tributaries above the upstream end of the gorge pool at the boundary of Pfeiffer Big Sur State Park within the Ventana Wilderness Area.	Fourth Saturday in May through Oct. 31. Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.	0 trout
(B) Big Sur river within Pfeiffer Big Sur State Park, east of the Highway 1 bridge, to its boundary within the Ventana Wilderness Area.	Closed to fishing all year.	
(23.512) Big Tree Creek (Calaveras Co.) within Calaveras Big Trees State Park (upstream of the Highway 4 culvert crossing).	Closed to all fishing all year.	
(2413) Big Trees Creek (Tuolumne Co.) upstream from the confluence of Beaver Creek.	Closed to all fishing all year.	
(25) Black Butte River and tributaries (Glenn Co.) except Cold Creek.	Closed to all fishing all year	
(25.3) Bodfish Creek and tributaries (Santa Clara Co.)	Closed to all fishing all year.	
(25.514) Boggy Creek (Fresno Co.) and tributaries (tributary to Thomas Edison Lake).	June 1 through October 15. Sat. preceding Memorial Day through Sep. 30.	5 trout per day. 10 trout in possession.
(26) Bogus Creek (Siskiyou Co.).	See Klamath River 7.50(b)(91.1).	
(15) Boulder Creek (San Diego Co.) upstream of El Capitan Reservoir, and all of its tributaries.	All year. Only artificial lures may be used.	2 trout
(26.516) Bridgeport Reservoir and tributaries (Mono Co.). All Bridgeport Reservoir tributaries except Swauger Creek, from Bridgeport Reservoir upstream to Highway 395, and Swauger Creek, from Bridgeport Reservoir upstream to the private property fence line above the Forest Service campground.	Last Saturday in April through the Friday preceding Memorial Day and Oct. 1 through Nov. 15. Minimum size limit: 18 inches total length. Only artificial lures with barbless hooks may be used. Last Sat. in Apr. through Nov. 15.	1 trout. 5 trout
	Saturday preceding Memorial Day through Sep. 30.	5 trout per day. 10 trout in possession.
(27) Brush Creek (Mendocino Co.). Main stem below the Lawson bridge. Also see Section 8.00(c).	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.

	31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	
(27.5) Bucks Lake.	All year.	5 trout per day. 10 trout in possession. 10 landlocked salmon per day. 20 landlocked salmon in possession.
(2817) Bucks Lake tributaries (Plumas Co.).	Sat. preceding Memorial Day through Sept. <u>September</u> 30.	5 trout per day. 10 trout in possession. 5 trout
(28.518) Burney Creek (Shasta Co.) from Burney Creek Falls downstream to Lake Britton.	Last Saturday in April through Nov. 15. All year. Only artificial lures with barbless hooks may be used.	2 trout Maximum size limit: 14 inches total length. 0 trout
(219) Butano Creek (San Mateo Co.).		
(A) Above Butano Falls.	Last Saturday in Apr. through Nov. 15. Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.	5 trout 0 trout
(B) From mouth to county bridge on Pescadero-Bean Hollow Road. Also see Low Flow Restrictions, Section 8.00(c)(2)	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(3020) Butt Creek and Butt Valley Reservoir Powerhouse Outfall (Plumas Co.).		
(A) Butt Creek.	Sat. preceding Memorial Day through Nov. 15. Sep. 30.	5 trout per day. 10 trout in possession.
(B) Butt Valley Reservoir powerhouse outfall, from the powerhouse downstream to a marker adjacent to Ponderosa Flat Campground.	Sat. preceding Memorial Day through Feb. 28. the last day in Feb..	2 trout. 4 trout in possession.
(321) Butt Valley Reservoir (Plumas Co.).	All year.	2 trout. 4 trout in possession.
(32) Butte Creek (Butte and Sutter Cos.).		
(A) From the Oro-Chico Road bridge crossing south of Chico to the Centerville Head Dam, located 300 yards downstream from the DeSabra Powerhouse below DeSabra Reservoir.	November 15 through February 15. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.

(B) From the Oro Chico Road bridge crossing south of Chico to the point that Butte Creek enters the Sacramento River both via Butte Slough outfall gates at Moon's Bend and through Butte Slough, thence both the East and West Canals of the Sutter Bypass, thence Sacramento Slough.	All year	Open to fishing for non-salmonids only. Closed to the take of trout, and steelhead.
(3322) By-Day Creek and tributaries (Mono Co.).	Closed to all fishing all year.	
(3423) Cache Creek and tributaries (Lake Co.).	Last Saturday in Apr. through Nov. 15 Sat. preceding Memorial Day through Sep. 30.	5 trout
(35) Calaveras River downstream from New Hogan Dam and the diverting canal (Mormon Slough) from Bellota Weir downstream to Interstate Highway 5 (Calaveras and San Joaquin cos.).	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(35.5) Calleguas Creek and tributaries (Ventura Co.).	Saturday preceding Memorial Day through November 30. Only artificial lures with barbless hooks may be used.	Open to fishing for non-salmonids only. Closed to the take of trout and steelhead
(35.6) Canyon Creek upstream of the falls located about four miles north of the wilderness area boundary. (Trinity Co.)	Last Saturday in April through November 15.	2 trout
(24) Caples Creek from the confluence with the Silver Fork American River upstream to Caples Lake Dam (El Dorado and Alpine cos.)	All year. Only artificial lures with barbless hooks may be used.	0 trout
(35.7) Caribou Reservoir (Plumas County)	Last Saturday in Apr. through Nov. 15	2 trout
(36) Carmel River and tributaries above Los Padres Dam (Monterey Co.).	Last Saturday in Apr. through Nov. 15. No rainbow trout less than 10 inches or greater than 16 inches total length may be kept. Only artificial lures with barbless hooks may be used.	5 trout, no more than 2 of which may be rainbow trout.
(37) Carmel River below Los Padres Dam. (Monterey Co.)		
(A) Carmel River tributaries below Los Padres Dam and main stem from Los Padres Dam to the bridge at Robles Del Rio/Esquiline roads (Rosie's Bridge).	Closed to all fishing all year.	

(B) Carmel River main stem below the bridge at Robles Del Rio/Esquiline roads (Rosie's Bridge). Also see Section 8.00(c).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., and opening and closing days. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(3825) Carson River, East Fork and tributaries (Alpine Co.).		
(A) Carson River, East Fork and tributaries above Carson Falls.	Closed to all fishing all year.	
(B) Carson River, East Fork from Hangman's Bridge downstream to Nevada State Line.	All year. Only artificial lures with barbless hooks may be used. Only artificial lures may be used. Minimum size limit: 14 inches total length.	0 trout 2 trout
(39.3) Castle Creek (Shasta Co.)	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.	0 trout
(39.526) Cedar-Cedar Creek and tributaries upstream from Moon Lake access road (Lassen Co.).	Closed to all fishing all year Sat. preceding Memorial Day through the last day in Feb.. Only artificial lures may be used.	2 trout
(40) Chorro Creek (San Luis Obispo Co.) from the point that Chorro Creek enters Midway Marina in Morro Bay upstream to the twin bridges on South Bay Boulevard.	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(4227) Clear Lake tributaries (Lake Co.).	Last Saturday in Apr. through Nov. 15 All year. Only artificial lures with barbless hooks may be used.	5 trout 0 trout
(42.3) Codornices Creek (Alameda Co.).	Closed to all fishing all year	
(42.528) Cold Creek (Fresno Co.) and tributaries (tributary to Thomas Edison Lake).	June 1 through October 15. Sat. preceding Memorial Day through Sep. 30.	5 trout per day. 10 trout in possession.
(4329) Convict Creek (Mono Co.).		
(A) Convict Creek, including side channels and meanders, in the U.C. study area as posted. This area begins about 1/2 mile above the Highway 395 bridge and extends upstream about 1/2 mile.	Closed to all fishing all year.	
(B) Convict Creek downstream of the U.C. study area.	Last Saturday in April through the Friday preceding Memorial Day and Oct. 1 through Nov. 15. Minimum	2 trout 5 trout

	size limit: 18 inches total length. Only artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through Sep. 30.	
	Saturday preceding Memorial Day through Sept. 30	5 per day 10 in possession.
(C) Convict Creek upstream of the U.C. study area.	Last Saturday in April through Nov. 15.	5 trout per day. 10 trout in possession
(30) Convict Lake (Mono Co.).	Last Sat. in Apr. through Nov. 15.	5 trout
(43.5) Coon Creek and tributaries (Placer Co.) east of Highway 65.	Fourth Saturday in May through Oct. 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(43.6) Coon Creek (San Luis Obispo Co.)	Closed to all fishing all year.	
(4431) Corral Valley Creek and tributaries (Alpine Co.).	Closed to all fishing all year.	
(45) Corralitos Creek (Santa Cruz Co.) from mouth to Browns Valley Road. Also see Low Flow Restrictions, Section 8.00(c)(5).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(46) Cosumnes River (Sacramento Co.) from Highway 99 bridge upstream to the Latrobe vehicle bridge.	Jan. 1 through Oct. 15. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(47) Cottonveva Creek (Mendocino Co.). Main stem below the confluence of South Fork Cottonveva Creek. Also see Section 8.00(b).	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(4832) Cottonwood Creek and all tributaries upstream from the confluence of the main stem Cottonwood Creek and Little Cottonwood Creek, including the unnamed tributaries flowing through Horseshoe Meadow (Inyo Co.).	All year. Only artificial lures may be used.	2 trout

(A) Cottonwood Creek main stem between mouth of Little Cottonwood Creek and South Fork of Cottonwood Creek.	July 1 through Nov. 15. Only artificial lures with barbless hooks may be used	0 trout
(B) Cottonwood Creek and (1) and tributaries upstream from the confluence of South Fork,	July 1 through Nov. 15. Only artificial lures with barbless hooks may be used	5 trout
(2) Little Cottonwood Creek and tributaries,		Wolf Creek
(3) the South Fork of Cottonwood Creek and tributaries, and		
(4) the unnamed tributary flowing through Horseshoe Meadow.		
(4933) Cottonwood Creek drainage lakes (Inyo Co.).		
(A) Cottonwood Lakes 1, 2, 3 and 4 and their tributaries (Inyo Co.).	July 1 through Nov. 15. Only artificial lures with barbless hooks may be used. <u>Sep. 1 through Nov. 30. Only artificial lures may be used. Minimum size limit: 14 inches total length.</u>	0 trout <u>2 trout</u>
(B) All remaining Cottonwood Creek drainage lakes.	July 1 through Nov. 15. Only artificial lures with barbless hooks may be used. <u>All year. Only artificial lures may be used.</u>	5 trout <u>2 trout</u>
(49.5) Cottonwood Creek and tributaries (Modoc Co.).	Saturday preceding Memorial Day through Nov. 15. Only artificial lures with barbless hooks may be used.	0 trout
(5034) Cottonwood Creek, North Fork and tributaries (White Mountains, Mono Co.).	Closed to all fishing all year.	
(50.535) Cow Creek and tributaries upstream from Forest Service Road 9S10 (Fresno Co.).	Closed to all fishing all year.	
(50.8) Coyote Creek (Santa Clara Co.) Also see Low-Flow Restrictions, Section 8.00(c)(1).	Last Saturday in April through November 15. Only artificial lures and barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(5136) Coyote Valley Creek and tributaries (Alpine Co.).	Closed to all fishing all year.	
(5237) Crooked Creek (Mono Co.).		
(A) Crooked Creek below the City of Los Angeles gauging station.	Closed to all fishing all year.	

(B) Crooked Creek and tributaries above the City of Los Angeles gauging station.	Last Saturday in April through Nov. 15. Only artificial lures with barbless hooks may be used. <u>All year. Only artificial flies with barbless hooks may be used.</u>	0 trout
(5338) Crowley Lake (Mono Co.). (See individual listings for regulations on tributary waters which include: Convict, Crooked, Hilton, Hot, McGee, and Whiskey creeks and the upper Owens River).		
(A) Crowley Lake within 1,800 feet of the outlet dam (this area is marked with a series of buoys).	Closed to all fishing all year for safety purposes.	
(B) Crowley Lake, except for the closed area near the outlet dam (see above).	Last Saturday in <u>Apr.</u> through <u>Jul. 31.</u>	5 trout per day. 10 trout in possession.
	Aug. 1 through Nov. 15. Minimum size limit: 18 inches total length. Only artificial lures with barbless hooks may be used. <u>Aug. 1 through Nov. 15. Only artificial lures may be used. Minimum size limit: 18 inches total length.</u>	2 trout
(53-539) Davis Creek (<u>Goose Lake tributary</u>) and tributaries (Modoc Co.).	Sat. preceding Memorial Day through November 15. Only artificial lures with barbless hooks may be used. the last day in Feb..	0 trout <u>5 trout</u>
(5440) Davis Lake tributaries (Plumas Co.).	Sat. preceding Memorial Day through Nov. 15. the last day in Feb..	5 trout per day. 10 trout in possession.
(54-541) Deadman Creek (Mono Co.).		
(A) Deadman Creek downstream from Hwy. 395. See Owens River 7.50(b)(104).	Last Saturday in April through Nov. 15. Maximum size limit: 16 inches total length. Only artificial lures with barbless hooks may be used. <u>All year. Only artificial lures with barbless hooks may be used.</u>	2 trout <u>0 trout</u>
	Nov. 16 through the Friday preceding the last Saturday in	0 trout

	Apr. Only artificial lures with barbless hooks may be used.	
(B) Deadman Creek upstream from Hwy. 395.	Last Saturday in April through Nov. 15.	5 trout per day. 10 trout in possession.
(5542) Deep Creek (San Bernardino Co.) from headwaters at Little Green Valley to confluence of Willow Creek.	All year. Only artificial lures with barbless hooks may be <u>used</u> .	2 trout
(56) Deer Creek (Tehama Co.):		
(A) From 250 feet below Upper Deer Creek Falls and fishway (located 1.5 miles upstream from Potato Patch Campground) downstream 31 miles to U.S. Geological Survey gauging station cable crossing at mouth of Deer Creek Canyon (see Section 2.35 for closure at Upper Deer Creek Falls).	Last Saturday in April through Nov. 15. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) From U.S. Geological Survey gauging station cable crossing at mouth of Deer Creek Canyon downstream to mouth of Deer Creek.	June 16 through Sept. 30.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(57) Deer Creek (Yuba and Nevada Cos.) from mouth to Smartville-Englebright Dam road crossing.	Fourth Saturday in May through Oct. 15. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(58) Diaz Lake (Inyo Co.).	First Saturday in Mar. through Nov. 15.	5 trout per day. 10 trout in possession.
	Nov. 16 through the Friday preceding the first Saturday in Mar.	5 trout
(59) [Reserved]		
(43) Dismal Creek (Modoc Co.).	Sat. preceding Memorial Day through the last day in Feb.. <u>Only artificial lures with barbless hooks may be used.</u>	<u>0 trout</u>
(59.5) Dry Creek and tributaries (Placer Co.) east of the Atkinson Street Bridge in Roseville.	Fourth Saturday in May through Oct. 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(60) Dry Creek (Yuba and Nevada Co.) from mouth to Sid Smith Dam about one mile above junction of Scott Forbes and Peoria roads.	Fourth Saturday in May through Oct. 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.

(6144) Eagle Lake and tributaries (Lassen Co.).		
(A) Eagle Lake.	Sat. preceding Memorial Day through Dec. 31. the last day in Feb..	2 trout. 4 trout in possession.
(B) Eagle Lake inside the break-water at the Gallatin Marina and Pine Creek Slough and Pine Creek below State Highway 44.	Closed to all fishing all year.	
(C) Eagle Lake tributaries, including Pine Creek above State Hwy. 44.	Saturday preceding Memorial Day through Nov. 15. Sat. preceding Memorial Day through the last day in Feb..	5 trout per day. 10 trout in possession.
(61.5) Earl Lake/Talawa (Del Norte Co.).	All-year. Only barbless hooks may be used. Cutthroat trout minimum size limit: 10 inches.	2 cutthroat trout. 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(62.5) Edson Creek and all tributaries (Siskiyou Co.).	See McCloud River 7.50(b)(115).	
(6345) Eel River (Humboldt, Lake, Mendocino and Trinity cos.).	Low Flow Restrictions, Section 8.00, also apply, see below for more detail.	
ALL WATERS OF THE EEL RIVER DRAINAGE EXCEPT THOSE LISTED BELOW ARE CLOSED TO ALL FISHING.		
(A) Main stem.		
1. From mouth to Fulmor Road, at its paved junction with the south bank of the Eel River.	All year. Only artificial lures with barbless hooks may be used from April 1 through the Friday preceding the fourth Saturday in May. Only barbless hooks may be used from fourth Saturday in May through Mar. 31.	Catch and Release of Chinook Salmon 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
2. From Fulmor Road, at its paved junction with the south bank of the Eel River, to South Fork Eel River. Also see Low Flow Restrictions, Section 8.00(a)(1).	All year. Only artificial lures with barbless hooks may be used from Apr. 1 through Sept. 30. Only barbless hooks may be used from Oct. 1 through Mar. 31.	Catch and Release of Chinook Salmon 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
3. From South Fork Eel River to Cape Horn Dam. (See also Pillsbury Lake tributaries (7.50(b)(138)).	Jan. 1 through Mar. 31 and Fourth Saturday in May through Sept. 30. Only artificial lures with barbless hooks may be used.	Catch and Release of Chinook Salmon 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.

	Apr. 1 through the Fourth Friday in May and Oct. 1 through Dec. 31.	Closed to all fishing.
(A) Eel River above Lake Pillsbury and tributaries to Lake Pillsbury (Lake Co.).	Sat. preceding Memorial Day through the last day in Feb.. <u>Only artificial lures may be used.</u>	<u>2 trout</u>
(B) Van Duzen River.		
1. Main stem and tributaries above <u>upstream</u> of Eaton Falls, located about ½ mile upstream of the mouth of the South Fork (Little Van Duzen) and 2 ½ miles west <u>downstream</u> of Dinsmore (Humboldt and Trinity cos).	Last Saturday in Apr. through Nov. 15. <u>Sat. preceding Memorial Day through Sep. 30. Only artificial lures may be used.</u>	5-trout <u>2 trout</u>
2. Main stem from its junction with the Eel River to the end of Golden Gate Drive near Bridgeville (approximately 4,000 feet upstream from the Little Golden Gate Bridge). Also see Low-Flow Restrictions, Section 8.00(a)(3).	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Sept. 30. Only barbless hooks may be used from Oct. 1 through Mar. 31.	Catch and Release of Chinook salmon 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(C) South Fork Eel River from mouth to Rattlesnake Creek. Also see Low-Flow Restrictions, Section 8.00(a)(2).	Apr. 1 to Fourth Friday in May. Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Sept. 30. Only barbless hooks may be used from Oct. 1 through Mar. 31.	Closed to all fishing Catch and Release of Chinook salmon 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
	Apr. 1 to Fourth Friday in May.	Closed to all fishing
(D) Middle Fork Eel River. (C) Eel River Middle Fork.	Jan. 1 through May 31 and July 16 through Sept. 30. At all times, only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
	Jun. 1 through July 15 and Oct. through Dec. 31.	Closed to all fishing

<p>2. Middle Fork tributaries above Indian Dick/Eel River Ranger Station Road</p> <p>1. Eel River Middle Fork tributaries (Hammerhorn Creek, Rattlesnake Creek, Beaver Creek, Fly Creek, and Bar Creek) upstream of USFS M1 Road crossing (Mendocino and Trinity cos).</p>	<p>Last Saturday in Apr. through Nov. 15. Maximum size limit: 14 inches total length. Sat. preceding Memorial Day through the last day in Feb.. Only artificial lures may be used.</p>	<p>5 trout 2 trout</p>
<p>3. Middle Fork and tributaries above mouth of Uhl Creek.</p> <p>2. Eel River Middle Fork and tributaries upstream of mouth of Uhl Creek (Trinity Co.)</p>	<p>Last Saturday in Apr. through Nov. 15. Maximum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through the last day in Feb.. Only artificial lures may be used.</p>	<p>2 trout</p>
<p>4. 3. Balm of Gilead Creek, and tributaries above falls 1 1/4 miles from mouth upstream of falls located 1.2 mile from mouth and one mile downstream of Wright's Valley Trail crossing (Trinity Co.)</p>	<p>Last Saturday in Apr. through Nov. 15. Maximum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through the last day in Feb.. Only artificial lures may be used.</p>	<p>2 trout</p>
<p>5. North Fork of Middle Fork and tributaries above mouth of Willow Creek.</p> <p>4. Eel River North Fork of the Middle Fork upstream of mouth of Willow Creek (Trinity Co.)</p>	<p>Last Saturday in Apr. through Nov. 15. Maximum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through the last day in Feb.. Only artificial lures may be used.</p>	<p>2 trout</p>
<p>(6446) El Estero Lake (Monterey Co.) portions of the lake south of the Pearl Street bridge known as Camino Aquajito Arm and Camino El Estero finger.</p>	<p>Closed to all fishing all year.</p>	
<p>(65) Elk Creek (Mendocino Co.). Also see Section 8.00(b). Main stem below the confluence of South Fork Elk Creek.</p>	<p>Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct.</p>	<p>2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.</p>

	31. Only barbless hooks may be used from	
(66) Elk River (Humboldt Co.) downstream from Highway 101 bridge, excluding tributaries.	Nov. 1 through Mar. 31. Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Oct. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**, 4 hatchery trout or 4 hatchery steelhead** in possession.
(6447) Fall River <u>Complex</u> (Shasta Co.).		
(A) Fall River <u>and tributaries</u> from its origin at Thousand Springs downstream to the mouth of the Tule River and including Spring Creek and excluding all other tributaries. PG&E Pit #1 <u>Diversion Dam, including all lakes, tributaries, and springs, excluding Bear Creek.</u> (B) <u>Lava Creek</u> (C) <u>Little Tule River</u> (D) <u>Tule River</u> (E) <u>Horr Pond</u> (F) <u>Ja She Creek</u> (G) <u>Big Lake</u> (H) <u>Thousand Springs</u> (I) <u>Spring Creek</u> (J) <u>Ahjumawi Lava Springs</u> (K) <u>Eastman Lake</u>	Last Saturday in Apr. through Nov. 15. Maximum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used. <u>Sat. preceding Memorial Day through Sep. 30. Only artificial lures may be used.</u>	2 trout
	<u>Oct. 1 through the Fri. preceding Memorial Day. Only artificial lures with barbless hooks may be used.</u>	<u>0 trout</u>
(68) Feather River below Fish Barrier Dam (Butte, Sutter and Yuba cos.).		
(A) From Fish Barrier Dam to Table Mountain bicycle bridge in Oroville.	Closed to all fishing all year	
(B) From Table Mountain bicycle bridge to Highway 70 bridge.	Jan. 1 through July 15. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**, 4 hatchery trout or hatchery steelhead** in possession.
(C) From Highway 70 bridge to the unimproved boat ramp above the Thermalito Afterbay Outfall.	All year.	2 hatchery trout or hatchery steelhead**, 4 hatchery trout or hatchery steelhead** in possession.

(D) From the unimproved boat ramp above the Thermalito Afterbay Outfall to 200 yards above the Live Oak boat ramp.	Jan. 1 through July 15	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
	July 16 through Oct. 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 3 Chinook Salmon. 6 Chinook Salmon in possession.
	Oct. 16 through Dec. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(E) From 200 yards above Live Oak boat ramp to the mouth. For purposes of this regulation, the lower boundary is defined as a straight line drawn from the peninsula point on the west bank to the Verona Marine boat ramp.	Jan. 1 through July 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
	July 16 through Dec. 16.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 3 Chinook Salmon. 6 Chinook Salmon in possession.
	Dec. 17 to Dec. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(68.1) Feather River, Middle Fork (Plumas Co.), from the Union Pacific Railroad Bridge (1/4 mile upstream of County A-23 bridge) to the Mohawk Bridge.	First Saturday in April through Nov. 15. possession.	5 trout per day. 10 trout in
(68.248) Feather River North Fork from Belden Bridge downstream to Cresta Powerhouse (excluding reservoirs) (Butte and Plumas Cos.).	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used. <u>Sat. preceding Memorial Day through the last day in Feb.. Only artificial lures with barbless hooks may be used.</u>	0 trout
(68.349) Fish Slough (Mono Co.).		

(A) The portions of Fish Slough which lie within the Owens Valley Native Fishes Sanctuary and BLM Springs.	Closed to all fishing all year.	
(B) All other portions of Fish Slough. Also, see Section 5.00(b)(10) for black bass regulations.	Last Saturday in Apr. through Nov. 15. <u>All year</u>	5 trout
	Nov. 16 through the Friday preceding the last Saturday in Apr.	0 trout
(69) Freshwater Creek (Humboldt Co.) downstream from bridge at "3 Corners" on the Old Arcata Road, excluding tributaries.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout hatchery steelhead**. <u>4 hatchery trout or hatchery steelhead** in possession.</u>
(69.5) Freshwater Lagoon (Humboldt Co.).	All year.	5 trout per day. 10 trout in possession.
(70) Garcia River (Mendocino Co.). Also see Section 8.00(b). Main stem below the Eureka Hill Road bridge.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. <u>4 hatchery trout or hatchery steelhead** in possession.</u>
(50) George Lake (Lake George, Mono Co.)	<u>Last Sat. in Apr. through Nov. 15.</u>	<u>5 trout</u>
(7151) Golden Trout Wilderness Area (Tulare Co.), excluding the main stem Kern River (see subsection 7.50(b)(69)), and the Tule River drainage (See subsection 7.50(b)(154)).	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used. <u>All year. Only artificial lures may be used.</u>	5 trout <u>2 trout</u>
(52) Goose Lake and tributaries (Modoc Co.) excluding Davis Creek (See subsection 7.50(b)(39), and Pine Creek (See subsection 7.50(b)(106)).	<u>Sat. preceding Memorial Day through the last day in Feb.. Only artificial lures with barbless hooks may be used.</u>	<u>0 trout</u>
(53) Grant Lake (Mono Co.).	<u>Last Sat. in Apr. through Nov. 15.</u>	<u>5 trout</u>
(54) Gull Lake (Mono Co.).	<u>Last Sat. in Apr. through Nov. 15.</u>	<u>5 trout</u>
(71.5) Grass Valley Creek Reservoir (Trinity Co.).	All year. Only artificial lures may be used.	2 trout
(72) Greenwood Creek (Mendocino Co.). Also see Section 8.00(b).		

Main stem below the log bridge about 1 1/2 miles east of Highway 1.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(72.5) Guadalupe River below Guadalupe Reservoir (Santa Clara Co.) including Los Gatos Ck. Below Vasona Lake, and Alamitos Ck. and Arroyo Calero below Calero Reservoir.	Last Saturday in April through November 15. Only artificial lures and barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(73) Gualala River (Mendocino and Sonoma cos.). Also see Section 8.00(b). Main stem below the confluence of Wheatfield and South Forks.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31. Fishing from a flotation device is prohibited from Nov. 15 through Feb. 28 from the confluence of the North Fork to the Highway 1 bridge.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(7455) Hat Creek (Shasta Co.) from Lake Britton upstream to Baum Lake, exclusive of the concrete Hat No. 2 intake canal between Baum Lake and the Hat No. 2 Powerhouse.	Last Saturday in Apr. through Nov. 15. Minimum size limit: 18 inches total length. Only artificial lures with barbless hooks may be used. Aquatic invertebrates of the orders Plecoptera (stoneflies), Ephemeroptera (mayflies) and Trichoptera (caddisflies) may not be taken or possessed <u>All year. Only artificial lures with barbless hooks may be used.</u>	2 trout <u>0 trout</u>
(75) Hat Creek No. 1 and Cassel Forebays (Shasta Co.). Those portions of Hat Creek known as No. 1 Forebay and Cassel Forebay.	Last Saturday in Apr. through Nov. 15	5 trout per day. 10 trout in possession.
(756) Heenan Lake and tributaries (Alpine Co.).		

(A) Heenan Lake.	Only on Fridays, Saturdays, and Sundays from the Friday before Labor Day through the last Sunday in October. Fishing hours: Only from sunrise to sunset. Only artificial lures with barbless hooks may be used. <u>Sep. 1 through Nov. 30. Only artificial lures with barbless hooks may be used.</u>	0 trout
(B) Heenan Lake tributaries.	Closed to all fishing all year.	
(757) Hennessey Lake tributaries (Napa Co.).	Last Saturday in Apr. through Nov. 15 <u>Sat. preceding Memorial Day through Sep. 30.</u>	<u>5-2 trout. 4 trout in possession.</u>
(77.358) Hilton Creek (Mono Co.).		
(A) Hilton Creek downstream from Crowley Lake Drive.	Last Saturday in April through the Friday preceding Memorial Day and Oct. 1 through Nov. 15. Minimum size limit: 18 inches total length. Only artificial lures with barbless hooks may be used. <u>Sat. preceding Memorial Day through Sep. 30.</u>	2 trout <u>5 trout</u>
	Saturday preceding Memorial Day through Sept. 30. Only artificial lures with barbless hooks may be used.	5 per day, 10 in possession
(B) Hilton Creek upstream from Crowley Lake Drive.	Last Saturday in April through Nov. 15.	5 trout per day. 10 trout in possession
(77.559) Hobart Creek (Tuolumne Co.), tributary to Spicer Meadows Reservoir.	July 1 through Nov. 15. <u>Sat. preceding Memorial Day through Sep. 30. Only artificial lures may be used.</u>	5 trout per day. 10 trout in possession. <u>2 trout</u>
(60) Horseshoe Lake (Mono Co.).	Last Sat. in Apr. through Nov. <u>15.</u>	<u>5 trout</u>
(7861) Hot Creek (Mono Co.). Hot Creek from the State hatchery property line to the confluence with the Owens River.	All year. Only artificial flies with barbless hooks may be used.	0 trout
(7962) Illinois River and tributaries (Del Norte Co.).	Closed to all fishing all year.	
(8063) Independence Lake and tributaries (Nevada and Sierra Cos.).	NOTE: ALL LAHONTAN CUTTHROAT TROUT TAKEN SHALL BE	

	IMMEDIATELY RETURNED TO THE WATER	
(A) Independence Lake tributaries and Independence Lake within 300 feet of the mouths of all tributaries.	Closed to all fishing all year.	
(B) Independence Lake except Independence Lake within 300 feet of the mouths of all tributaries.	All year Only artificial lures with barbless hooks may be used <u>Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.</u>	5 trout per day. 10 trout in possession 0 trout
(8164) Indian Tom Lake (Siskiyou Co.).	All year.	2 trout. <u>4 trout in possession.</u>
(82) Inyo County, Southwestern Portion, in all waters bounded by the Inyo County line on the south and west, Independence Creek on the north (open to fishing), and Highway 395 on the east (also see Cottonwood Creek and Diaz Lake Restrictions.)	First Sat. in March through Nov. 15.	5 trout per day. 10 trout in possession.
(83) Islay Creek (San Luis Obispo Co.).	Closed to all fishing all year	
<u>(65) Isabella Lake (Lake Isabella, Kern Co.)</u>	All year.	<u>5 trout</u>
(8466) Junction Lake and tributaries (Mono Co.) including the lake's outlet stream to Highway 108.	Closed to all fishing all year.	
<u>(67) June Lake (Mono Co.)</u>	<u>Last Sat. in Apr. through Nov. 15.</u>	<u>5 trout</u>
(84.5) Kaweah River and tributaries (Tulare Co.).	All year.	5 trout per day. 10 trout in possession.
(8568) Kent Lake tributaries (Marin Co.).	Last Saturday in Apr. through Nov. 15 <u>Sat. preceding Memorial Day through Sep. 30.</u>	5 trout <u>2 trout. 4 trout in possession.</u>
(8669) Kern River (Kern and Tulare Cos. cos.)		
(A) From Lake Isabella <u>upstream</u> to the Johnsondale bridge.	All year.	5 trout per day. 10 trout in possession.
(B) From Johnsondale bridge upstream to the point where U.S. Forest Service Trail 33E30 heads east to join the Rincon Trail. <u>Sequoia National Park boundary near the Kern Canyon Ranger Station.</u>	Last Saturday in Apr. through Nov. 15. Minimum size limit: 14 inches total length. <u>All year.</u> Only artificial lures with barbless hooks may be used.	2 trout

	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0 trout
(C) Downstream of Lake Isabella.	All year.	5 trout
(C) From the point where U.S. Forest Service Trail 33E30 heads east to join the Rincon Trail upstream to the mouth of Tyndall Creek.	Last Saturday in Apr. through Nov. 15. Maximum size limit: 10 inches total length for rainbow trout only. Only artificial lures with barbless hooks may be used.	2 trout
(8770) Kings River (Fresno Co.).		
(A) Kings River, South Fork from its confluence with Copper Creek downstream to the Highway 180 crossing at Boyden Cave.	All year.	<u>2 trout. 4 trout in possession.</u>
(B) Kings River South Fork, from the Highway 180 crossing at Boyden Cave downstream to the main stem; Middle Fork, from the western boundary of Kings Canyon National Park downstream to the main stem; and main stem, from the confluence of the South and Middle forks downstream to Garnet Dike Campground.	All year. Only artificial lures with barbless hooks may be used.	0 trout
(C) Kings River, from Garnet Dike Campground downstream to Pine Flat Lake.	All year.	<u>2 trout. 4 trout in possession.</u>
(D) Kings River from Pine Flat Dam downstream to U. S. Army Corps of Engineers Bridge on Pine Flat Road.	Last Saturday in Apr. through Nov. 15. Closed to all fishing all year.	5 trout
(E) <u>1. Kings River from the U.S. Army Corps of Engineers Bridge on Pine Flat Road downstream to Cobbles (Alta) Weir.</u>	<u>All year.</u>	<u>5 trout</u>
(E)2. Kings River Thorburn Spawning Channel, the 2,200-foot-long channel located 5 miles downstream from Pine Flat Dam, and the reach of river within a 200-foot radius of the channel exit.	Closed to all fishing all year.	
(F) Kings River, from Cobbles (Alta) Weir downstream to the Highway 180 crossing.	All year. Only artificial lures with barbless hooks may be used.	0 trout
<u>(G) Kings River from the Highway 180 crossing downstream.</u>	<u>All year.</u>	<u>5 trout</u>
(88) Reserved.		

(8971) Kirman (Carmen) Lake and all its tributaries (Mono Co.).	Last Sat. in Apr.- through Nov. 15. Only artificial lures may be used. Minimum size limit: 16 18 inches total length. Only artificial lures with barbless hooks may be use	2 trout
(90) Kirman (Carmen) Lake tributaries (Mono Co.).	Closed to all fishing all year.	
(72) Kitchen Creek (San Diego Co.) upstream of Lake Morena, and all its tributaries.	All year. Only artificial lures may be used.	2 trout
(9473) Klamath River Regulations (See Section 1.74 for salmon punch card requirements.		
(A) Klamath River main stem and all tributaries above Iron Gate Dam, except Shovel Creek and tributaries. The Klamath River main stem within 250 feet of the mouth of Shovel Creek is closed to all fishing November 16 through June 15.	Last Saturday in Apr. through Nov. 15 Sat. preceding Memorial Day through Sep. 30.	5 trout per day. 10 trout in possession.
	Oct. 1 through the Fri. preceding Memorial Day. Only artificial lures with barbless hooks maybe used.	0 trout
(B) Shovel Creek and tributaries above mouth of Panther Creek.	Last Saturday in Apr. through Nov. 15.	5 trout
(C) Shovel Creek and tributaries up to and including Panther Creek.	Closed to all fishing all year	

~~(91.1) Anadromous Waters of the Klamath River Basin Downstream of Iron Gate and Lewiston dams. The regulations in this subsection apply only to waters of the Klamath River Basin which are accessible to anadromous salmonids. They do not apply to waters of the Klamath River Basin which are inaccessible to anadromous salmon and trout, portions of the Klamath River system upstream of Iron Gate Dam, portions of the Trinity River system upstream of Lewiston Dam, and the Shasta River and tributaries upstream of Dwinnel Dam. Fishing in these waters is governed by the General Regulations for non-anadromous waters of the North Coast District (see Section 7.00, subsection (a)(4)).~~

~~(A) — Restrictions and Requirements.~~

- ~~1. Only barbless hooks may be used. (For definitions regarding legal hook types, hook gaps and rigging see Chapter 2, Article 1, Section 2.10.)~~
- ~~2. During closures to the take of adult salmon, it shall be unlawful to remove any adult Chinook Salmon from the water by any means.~~
- ~~3. See Section 1.74 for sport fish report card requirements.~~

~~(B) — General Area Closures.~~

- ~~1. No fishing is allowed within 750 feet of any Department of Fish and Wildlife fish-counting weir.~~
- ~~2. No fishing is allowed from the Ishi Pishi Road bridge upstream to and including Ishi Pishi Falls from August 15 through December 31. EXCEPTION: members of the Karuk Indian Tribe listed on the current Karuk Tribal Roll may fish at Ishi Pishi Falls using hand-held dip nets.~~
- ~~3. No fishing is allowed from September 15 through December 31 in the Klamath River within 500 feet of the mouths of the Salmon, the Shasta and the Scott rivers and Blue Creek.~~
- ~~4. No fishing is allowed from June 15 through September 14 in the Klamath River from 500 feet above the mouth of Blue Creek to 500 feet downstream of the mouth of Blue Creek.~~

~~(C) Klamath River Basin Possession Limits.~~

~~1. Trout Possession Limits.~~

- ~~a. The Brown Trout possession limit is 20.~~
- ~~b. The hatchery trout or hatchery steelhead possession limits are as follows:~~
 - ~~(i) Klamath River - 4 hatchery trout or hatchery steelhead.~~
 - ~~(ii) Trinity River - 4 hatchery trout or hatchery steelhead.~~

~~2. Chinook Salmon Possession Limits.~~

- ~~a. Klamath River downstream of the Highway 96 bridge at Weitchpec from January 1 to August 14 and the Trinity River downstream of the Old Lewiston Bridge to the confluence of the South Fork Trinity River from January 1 to August 31: 2 Chinook Salmon.~~
- ~~b. Klamath River from August 15 to December 31 and Trinity River from September 1 to December 31: 6 Chinook Salmon. No more than 3 Chinook Salmon over 23 inches total length may be retained when the take of salmon over 23 inches total length is allowed.~~

~~(D) Klamath River Basin Chinook Salmon Quotas.~~

~~The Klamath River fall-run Chinook Salmon take is regulated using quotas. Accounting of the tribal and non-tribal harvest is closely monitored from August 15 through December 31 each year. These quota areas are noted in subsection (b)(91.1)(E) with "Fall Run Quota" in the *Open Season and Special Regulations* column.~~

~~1. Quota for Entire Basin.~~

~~The 2020 Klamath River Basin quota is 7,6371,296 Klamath River fall-run Chinook Salmon over 23 inches total length. The department shall inform the Commission, and the public via the news media, prior to any implementation of restrictions triggered by the quotas. (NOTE: A department status report on progress toward the quotas for the various river sections is updated weekly, and available at 1-800-564-6479.)~~

~~2. Subquota Percentages.~~

- ~~a. The subquota for the Klamath River upstream of the Highway 96 bridge at Weitchpec and the Trinity River is 50% of the total Klamath River Basin quota.~~
 - ~~(i) The subquota for the Klamath River from 3,500 feet downstream of the Iron Gate Dam to the Highway 96 bridge at Weitchpec is 17% of the total Klamath River Basin quota.~~
 - ~~(ii) The subquota for the Trinity River main stem downstream of the Old Lewiston Bridge to the Highway 299 West bridge at Cedar Flat is 16.5% of the total Klamath River Basin quota.~~

(iii) ~~The subquota for the Trinity River main stem downstream of the Denny Road bridge at Hawkins Bar to the confluence with the Klamath River is 16.5% of the total Klamath River Basin quota.~~

b. ~~The subquota for the lower Klamath River downstream of the Highway 96 bridge at Weitchpec is 50% of the total Klamath River Basin quota.~~

(i) ~~The Spit Area (within 100 yards of the channel through the sand spit formed at the Klamath River mouth) will close when 15% of the total Klamath River Basin quota is taken downstream of the Highway 101 bridge.~~

(E) ~~Klamath River Basin Open Seasons and Bag Limits.~~

~~All anadromous waters of the Klamath River Basin are closed to all fishing for all year except those areas listed in the following table. Bag limits are for trout and Chinook Salmon in combination unless otherwise specified.~~

<i>Body of Water</i>	<i>Open Season and Special Restrictions</i>	<i>Daily Bag Limit</i>
1. Bogus Creek and tributaries.	Fourth Saturday in May through August 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead.**
2. Klamath River main stem from 3,500 feet downstream of Iron Gate Dam to the mouth.		
a. Klamath River from 3,500 feet downstream of the Iron Gate Dam to the Highway 96 bridge at Weitchpec.	January 1 to August 14.	0 Chinook Salmon 2 hatchery trout or hatchery steelhead**
	Fall Run Quota 220 Chinook Salmon August 15 to December 31, 2020.	2 Chinook Salmon—no more than 1 fish over 23 inches total length until subquota is met, then 0 fish over 23 inches total length. 2 hatchery trout or hatchery steelhead**
	Fall Run Quota Exception: Chinook Salmon over 23 inches total length may be retained from 3,500 feet downstream of Iron Gate Dam to the Interstate 5 bridge when the department determines that the adult fall-run Chinook Salmon spawning escapement at Iron Gate Hatchery exceeds 8,000 fish. Daily bag and possession limits specified for fall-run Chinook Salmon apply during this exception.	

b. Klamath River downstream of the Highway 96 bridge at Weitchpec.	January 1 to August 14.	2 Chinook Salmon 2 hatchery trout or hatchery steelhead**
	Fall Run Quota 648 Chinook Salmon August 15 to December 31, 2020.	2 Chinook Salmon—no more than 1 fish over 23 inches total length until subquota is met, then 0 fish over 23 inches total length. 2 hatchery trout or hatchery steelhead**
	Fall Run Quota Exception: Spit Area (within 100 yards of the channel through the sand spit formed at the Klamath River mouth). This area will be closed to all fishing after 15% of the Total Klamath River Basin Quota has been taken. All legally caught Chinook Salmon must be retained. Once the adult (greater than 23 inches) component of the total daily bag limit has been retained anglers must cease fishing in the spit area.	
3. Salmon River main stem, main stem of North Fork downstream of Sawyer's Bar bridge, and main stem of South Fork downstream of the confluence of the East Fork of the South Fork.	November 1 through February 28.	2 hatchery trout or hatchery steelhead**
4. Scott River main stem downstream of the Fort Jones Greenview bridge to the confluence with the Klamath River.	Fourth Saturday in May through February 28.	2 hatchery trout or hatchery steelhead**
5. Shasta River main stem downstream of the Interstate 5 bridge north of Yreka to the confluence with the Klamath River.	Fourth Saturday in May through August 31 and November 16 through February 28.	2 hatchery trout or hatchery steelhead**
6. Trinity River and tributaries.		
a. Trinity River main stem from 250 feet downstream of Lewiston Dam to the Old Lewiston Bridge.	April 1 through September 15. Only artificial flies with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**
b. Trinity River main stem downstream of the Old Lewiston Bridge to the Highway 299 West bridge at Cedar Flat.	January 1 to August 31.	2 Chinook Salmon 10 Brown Trout 2 hatchery trout or hatchery steelhead**

	<p>Fall Run Quota 214 Chinook Salmon September 1 to December 31, 2020.</p>	<p>2 Chinook Salmon—no more than 1 fish over 23 inches total length until subquota is met, then 0 fish over 23 inches total length. 10 Brown trout 2 hatchery trout or hatchery steelhead**</p>
	<p>Fall Run Quota Exception: Chinook Salmon over 23 inches total length may be retained downstream of the Old Lewiston Bridge to the mouth of Indian Creek when the department determines that the adult fall-run Chinook Salmon spawning escapement at Trinity River Hatchery exceeds 4,800 fish. Daily bag and possession limits specified for fall-run Chinook Salmon apply during this exception.</p>	
<p>c. Trinity River main stem downstream of the Highway 299 West bridge at Cedar Flat to the Denny Road bridge at Hawkins Bar.</p>	<p>January 1 through August 31.</p>	<p>2 Chinook Salmon 10 Brown Trout 2 hatchery trout or hatchery steelhead**</p>
	<p>September 1 through December 31.</p>	<p>Closed to all fishing.</p>
<p>d. New River main stem downstream of the confluence of the East Fork to the confluence with the Trinity River.</p>	<p>September 15 through November 15. Only artificial lures with barbless hooks may be used.</p>	<p>2 hatchery trout or hatchery steelhead**</p>
<p>e. Trinity River main stem downstream of the Denny Road bridge at Hawkins Bar to the mouth of the South Fork Trinity River.</p>	<p>January 1 to August 31.</p>	<p>2 Chinook Salmon 10 Brown Trout 2 hatchery trout or hatchery steelhead**</p>
	<p>Fall Run Quota 214 Chinook Salmon September 1 through December 31, 2020. This is the cumulative quota for subsections 6.e. and 6.f. of this table.</p>	<p>2 Chinook Salmon—no more than 1 fish over 23 inches total length until subquota is met, then 0 fish over 23 inches total length. 10 Brown Trout 2 hatchery trout or hatchery steelhead**</p>
<p>f. Trinity River main stem downstream of the mouth of the South Fork Trinity</p>	<p>January 1 to August 31.</p>	<p>0 Chinook Salmon 10 Brown Trout</p>

River to the confluence with the Klamath River.		2 hatchery trout or hatchery steelhead**
	Fall Run Quota 214 Chinook Salmon September 1 through December 31, 2020. This is the cumulative quota for subsections 6.e. and 6.f. of this table.	2 Chinook Salmon—no more than 1 fish over 23 inches total length until subquota is met, then 0 fish over 23 inches total length. 10 Brown Trout 2 hatchery trout or hatchery steelhead**
g. Hayfork Creek main stem downstream of the Highway 3 bridge in Hayfork to the confluence with the South Fork Trinity River.	November 1 through March 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**
h. South Fork Trinity River downstream of the confluence with the East Fork of the South Fork Trinity River to the South Fork Trinity River bridge at Hyampom.	November 1 through March 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**
i. South Fork Trinity River downstream of the South Fork Trinity River bridge at Hyampom to the confluence with the Trinity River.	November 1 through March 31.	0 Chinook Salmon. 2 hatchery trout or hatchery steelhead**
(91.2) Special Order Regarding Take of Chinook Salmon in Anadromous Waters of the Klamath River Basin Downstream of Iron Gate and Lewiston dams.	Notwithstanding subsection (b)(91.1) of Section 7.50, between January 1 and August 14 on the Klamath River and between January 1 and August 31 on the Trinity River, and South Fork Trinity River, Chinook Salmon may not be taken or possessed except as authorized on the identified segments of rivers as listed in the following table. All other restrictions apply.	
(A) Klamath River segment identified in subsection 7.50(b)(91.1)(E)2.b.	July 1 through August 14	1 Chinook Salmon 2 Chinook Salmon in possession
(B) Trinity River segment identified in subsection 7.50(b)(91.1)(E)6.b.	July 1 through August 31	1 Chinook Salmon 2 Chinook Salmon in possession
(C) Trinity River segment identified in subsection 7.50(b)(91.1)(E)6.c.	July 1 through August 31	1 Chinook Salmon 2 Chinook Salmon in possession

(D) Trinity River segment identified in subsection 7.50(b)(91.1)(E)6.e.	July 1 through August 31	1 Chinook Salmon 2 Chinook Salmon in possession
(9274) Klopp Lake (Humboldt Co.).	All year. Only artificial lures with barbless hooks may be used.	2 trout
(93) Laguna de Santa Rosa (Sonoma Co. tributary to Russian River) upstream from Guerneville Road bridge.	Last Saturday in Apr. through Nov. 15.	Open to fishing for non-salmonids only. Closed to the take of trout, and steelhead.
(95) Lagunitas Creek and tributaries (Marin Co.).	Closed to all fishing all year	
(9675) Lagunitas Lake (Marin Co.).	All year. Maximum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used. <u>Only artificial lures may be used.</u>	2 trout
(96.576) Lane Lake (Mono Co.).	Last Saturday in Apr. through Nov. 15. <u>All year. Only artificial lures may be used.</u>	2 trout
(98) Lassen Creek and tributaries (Modoc Co.)	Saturday preceding Memorial Day through Nov. 15. Only artificial lures with barbless hooks may be used.	0 trout
(98.577) Laurel Lakes and tributaries (Mono Co.).	Last Saturday in Apr. through Nov. 15. Minimum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used. <u>All year. Only artificial lures may be used. Minimum size limit: 14 inches total length.</u>	2 trout
(98.678) Lee Vining Creek from the Lee Vining conduit downstream to Mono Lake (Mono Co.).	Last Saturday in Apr. through Nov. 15. <u>Sat. preceding Memorial Day through Sep. 30.</u>	2 trout. <u>4 trout in possession.</u>
	<u>Oct. 1 through the Fri. preceding Memorial Day. Only artificial lures with barbless hooks may be used.</u>	<u>0 trout</u>
(99) Limokiln Creek and tributaries above Highway 1 (Monterey Co.). Also see Low-Flow Restrictions, Section 8.00(c)(9).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(10079) Little Butano Creek above the diversion dam at Butano State Park (San Mateo Co.).	Last Saturday in Apr. through Nov. 15. <u>Sat. preceding Memorial Day through Sep.</u>	5 trout <u>0 trout</u>

	<u>30. Only artificial lures with barbless hooks may be used.</u>	
(101) Little Cottonwood Creek and tributaries (Inyo Co.).	See Cottonwood Creek 7.50(b)(48).	
(102) Little River (Humboldt Co.) downstream from the County Road bridge at Crannell, excluding tributaries.	Fourth Saturday in May through Mar. 31. Cutthroat trout minimum size limit: 10 inches total length. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 cutthroat trout 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(103) Little Sur River and tributaries above Coast Road (Monterey Co.).	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(403.580) Little Truckee River (Sierra and Nevada Cos. cos.) from Stampede Reservoir Dam downstream to Boca Reservoir.	Last Saturday in Apr. through Nov. 15. Maximum size limit: 14 inches total length. <u>All year.</u> Only artificial lures with barbless hooks may be used.	2 trout <u>0 trout</u>
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0 trout
(104) Llagas Creek (Santa Clara Co.). Also see Low-Flow Restrictions, Section 8.00(c)(5).		
(A) From mouth to Monterey Highway Bridge.	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) From Monterey Highway Bridge to Chesbro Dam.	Closed to all fishing all year	
(104.3) Los Angeles Aqueduct from Owens River to Alabama Gates (Inyo County).	First Saturday in Mar. through Nov. 15.	5 trout per day. 10 trout in possession.
	Nov. 16 through the Friday preceding the first Saturday in Mar.	5 trout
(81) Los Gatos Creek (Santa Clara Co.) upstream of Camden Avenue drop including Lexington Reservoir and all tributaries.	<u>All year. Only artificial lures with barbless hooks may be used.</u>	<u>0 trout</u>

(104.5) Los Osos Creek (San Luis Obispo Co.).	Closed to all fishing all year.	
(105) Los Padres Reservoir (Monterey Co.).	Last Saturday in Apr. through Nov. 15. No rainbow trout less than 10 inches or greater than 16 inches total length may be kept. Only artificial lures with barbless hooks may be used.	5 trout, no more than 2 of which may be rainbow trout.
(82) Lundy Lake (Mono Co.).	Last Sat. in Apr. through Nov. 15.	5 trout
(83) Lytle Creek and tributaries upstream of Interstate 15 bridge. (San Bernardino Co.).	All year.	5 trout
(10684) Macklin Creek (Nevada Co.), arising near Milton-Bowman Tunnel alignment, flowing north-westerly and having its junction with the Middle Fork Yuba River about 2 1/4 miles downstream from Milton Reservoir.	Closed to all fishing all year.	
(107) Mad River and tributaries (Humboldt Co.).		
(A) Mad River from the mouth to 200 yards upstream.	Jan. 1 through Mar. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) Mad River main stem, from 200 yards above its mouth upstream to the confluence with Cowan Creek, excluding tributaries. Also see Low-Flow Restrictions, Section 8.00(a)(4).	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(C) Mad River main stem, from the confluence with Cowan Creek to the confluence with Deer Creek, excluding tributaries.	Closed to all fishing all year.	
(D) Mad River main stem from the confluence with Deer Creek to Ruth Dam.	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(E) Mad River and tributaries above Ruth Dam.	Last Saturday in May through Nov. 15.	5 trout per day. 10 trout in possession.
(85) Mamie Lake (Lake Mamie, Mono Co.).	Last Sat. in Apr. through Nov. 15.	5 trout
(10986) Mammoth Pool (Fresno and Madera Cos.).	June 16 through Apr. 30. All year.	5 trout per day. 10 trout in possession.

(110) Mammoth Pool tributaries (Fresno and Madera Cos.) from their mouths to a point 300 feet upstream.	June 16 through Nov. 15	5 trout per day. 10 trout in possession.
(11487) Martis Creek from the Martis Lake dam downstream to the confluence with the Truckee River (Nevada Co.).	Last Saturday in Apr. through Nov. 15. Minimum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used. All year. Only artificial lures with barbless hooks may be used.	2 trout <u>0 trout</u>
(11288) Martis Lake and tributaries (Nevada and Placer Cos. cos.).	All year. Only artificial lures with barbless hooks may be used.	<u>0 trout</u>
(A) Martis Lake.	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used	0 trout
(B) Martis Lake tributaries.	Closed to all fishing all year	
(89) Mary Lake (Lake Mary, Mono Co.).	Last Sat. in Apr. through Nov. 15.	<u>5 trout</u>
(113) Mattole River (Humboldt Co.). Also see Section 8.00(a).		
(A) Mattole River main stem from the mouth to 200 yards upstream.	Closed to all fishing all year.	
(B) Mattole River main stem from 200 yards upstream of mouth to confluence with Stansberry Creek.	Jan. 1 through Mar. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(C) Mattole River main stem from confluence with Stansberry Creek to confluence with Honeydew Creek.	Jan. 1 through Mar. 31 and Fourth Saturday in May through Aug. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(11590) McCloud River and tributaries (Shasta and Siskiyou Cos. cos.).	Also see Sierra District General Regulations Section 7.00(b)).	
(A) Moosehead Creek and all tributaries.	Closed to all fishing all year.	
(B) McKay Creek and all tributaries including Sheepheaven Spring.	Closed to all fishing all year.	
(CB) Edson Creek and all tributaries, excluding Dry Creek.	Closed to all fishing all year.	

(DC) Swamp Creek and all tributaries.	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through the last day in Feb. Only artificial lures with barbless hooks may be used.	0 trout
(D) Sheephaven Creek.	Closed to all fishing all year.	
(E) Bull Creek and tributaries.	Closed to all fishing all year.	
(F) Dry Creek south of upper McCloud River.	Closed to all fishing all year.	
(EG) McCloud River from McCloud Dam downstream to confluence of Ladybug Creek.	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through Sep. 30. Only artificial lures may be used.	2 trout
	Oct. 1 through the Fri. preceding Memorial Day. Only artificial lures with barbless hooks may be used.	0 trout
(FH) McCloud River from confluence of Ladybug Creek downstream to lower boundary of the U.S. Forest Service loop (southern boundary of Section 36, T38N, R3W). Shasta Lake.	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used. All year. Only artificial lures with barbless hooks may be used.	0 trout
(G) McCloud River from the lower boundary of the U.S. Forest Service loop (southern boundary of Section 36, T38N, R3W) downstream to the upper boundary of the McCloud River Club (southern boundary of Section 14, T37N, R3W).	Closed to all fishing all year.	
(115.2) McDonald Creek (Humboldt Co.).	Closed to fishing all year.	
(115.391) McGee Creek (Mono Co.).		
(A) McGee Creek downstream from Highway 395.	Last Saturday in April through Friday preceding Memorial Day and Oct. 1 through Nov. 15. Minimum size limit: 18 inches total length. Only artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through Sep. 30.	2 trout 5 trout
	Saturday preceding Memorial Day through Sept. 30.	5 trout per day. 10 trout in possession.

(B) McGee Creek upstream from Highway 395.	Last Saturday in April through Nov. 15.	5 trout per day. 10 trout in possession.
(115.4) McKay Creek and all tributaries (Siskiyou Co.)	See McCloud River 7.50(b)(115).	
(115.692) McLeod Lake (Mono Co.).	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used. <u>All year. Only artificial lures with barbless hooks may be used.</u>	0 trout
(115.893) Meiss Lake (Alpine Co.).	Closed to all fishing all year <u>Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.</u>	0 trout
(116) Mendocino Lake tributaries (Mendocino Co.).	Last Saturday in Apr. through Nov. 15	5 trout
(117) Merced River (Mariposa Co.).		
(A) From the Happy Isles footbridge downstream to the western boundary of Yosemite National Park at El Portal.	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.	0 rainbow trout. 5 brown trout per day. 10 brown trout in possession.
(B) From the western boundary of Yosemite National Park at El Portal boundary downstream to the Foresta bridge.	All year. Only artificial lures with barbless hooks may be used.	0 rainbow trout. 5 brown trout per day. 10 brown trout in possession.
(C) From Foresta bridge downstream to Lake McClure.	Last Saturday in April through November 15. November 16 through the Friday preceding the last Saturday in April.	5 trout per day. 10 trout in possession.
(118) Merced River (Merced Co.).		
(A) From Crocker-Huffman Dam downstream to the Schaffer bridge on Oakdale Road.	Jan. 1 through Oct. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) From the Schaffer bridge on Oakdale Road downstream to the mouth.	Jan. 1 through Oct. 31. Bait may be used from Jan. 1 through Oct. 31. However, from April 1 through the Friday preceding the fourth Saturday in May, bait may be used only with single hooks having a gap between 1/2 and 1 inch, or with multiple hooks having a gap between 1/4 and 1/2 inch.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(118.294) Milk Ranch Creek and tributaries (Alpine Co.) above the confluence with the North Fork Mokelumne River.	Closed to all fishing all year.	

(118.595) Mill Creek (Mono Co. tributary to West Walker River) and tributaries upstream from confluence with Lost Cannon Creek.	Closed to all fishing all year <u>All year. Only artificial flies with barbless hooks may be used.</u>	<u>0 trout</u>
(119) Mill Creek (Tehama Co.)		
(A) From the Lassen National Park boundary downstream to the U.S. Geological Survey gauging station cable crossing at the mouth of Mill Creek Canyon.	Last Saturday in April through Nov. 15. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) From U.S. Geological Survey gauging station cable crossing at mouth of Mill Creek Canyon downstream to the mouth of Mill Creek.	June 16 through Sept. 30.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(96) Miller Canyon Creek from Silverwood Lake upstream (San Bernardino Co.)	<u>All year.</u>	<u>5 trout</u>
(12097) Milton Lake and Middle Fork Yuba River between Milton Lake and Jackson Meadows Dam (Nevada and Sierra Cos. cos.).	Last Saturday in Apr. through Nov. 15. Maximum size limit: 12 inches total length. Only artificial lures with barbless hooks may be used <u>All year. Only artificial lures with barbless hooks may be used.</u>	2 trout <u>0 trout</u>
(12298) Mitchell Creek and tributaries (Contra Costa Co.).	Closed to all fishing all year.	
(124) Mokelumne River (San Joaquin Co.)		
(A) From Camanche Dam to Elliot Road.	Jan. 1 through Mar. 31. Fourth Saturday in in May through July 15. July 16 through Oct. 15.	1 hatchery trout or hatchery steelhead** 1 hatchery trout or hatchery steelhead** 1 hatchery trout or hatchery steelhead**. 2 Chinook salmon.
(B) From Elliot Road to the Woodbridge Irrigation District Dam including Lodi Lake.	Jan. 1 through July 15. July 16 through Dec. 31.	1 hatchery trout or hatchery steelhead** 1 hatchery trout or hatchery steelhead**. 2 Chinook salmon.
(C) Between the Woodbridge Irrigation District Dam and the Lower Sacramento Road bridge.	Closed to all fishing all year	
(D) From the Lower Sacramento Road bridge to the mouth. For purposes of	Jan. 1 through July 15.	1 hatchery trout or hatchery steelhead**

this regulation, this river segment is defined as Mokelumne River and its tributary sloughs downstream of the Lower Sacramento Road bridge and east of Highway 160 and north of Highway 12.	July 16 through Dec. 16.	1 hatchery trout or hatchery steelhead**. 2 Chinook salmon.
	Dec. 17 through Dec. 31.	1 hatchery trout or hatchery steelhead**
(12599) Mono Creek (Fresno Co.) and tributaries from Edison Lake upstream to the confluence with the North Fork Mono Creek.	June 1 through October 15. <u>Sat. preceding Memorial Day through Sep. 30.</u>	5 trout per day. 10 trout in possession.
(125.5) Moosehead Creek and tributaries (Shasta and Siskiyou cos.).	See McCloud River 7.50(b)(115).	
(126100) Murray Canyon Creek and tributaries (Alpine Co.) upstream from the falls located about 1/4 mile above the confluence with the East Fork Carson River.	Closed to all fishing all year.	
(128) Nacimiento River (Monterey and San Luis Obispo Cos.)		
(A) From the headwaters in the Los Padres National Forest, downstream to the southern border of Fort Hunter-Liggett Military Reservation.	Last Saturday in Apr. through Nov. 15	5 trout
(B) Nacimiento Lake, and the main stem Nacimiento River upstream to the southern boundary of Fort Hunter-Liggett.	All year.	5 trout
(C) Main stem below Nacimiento Dam, downstream to its confluence with the Salinas River.	Saturday preceding Memorial Day through October 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(129) Napa River and tributaries (Napa Co.). Also see Section 8.00(b).		
(A) Main stem above the Oakville Cross Road Bridge near Yountville and all Napa River tributaries.	Closed to all fishing all year.	
(B) From the Oakville Cross Road Bridge near Yountville to the Trancas Bridge. Note: The Napa River below the Trancas Bridge is tidewater, and is under the regulations for the Ocean and San Francisco Bay District (see Sections 1.53 and 27.00).	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(130) Navarro River (Mendocino Co.). Also see Low Flow Restrictions, Section 8.00(b)(1). Main stem below the Greenwood Road bridge.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or

	Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	hatchery steelhead** in possession.
(130.5101) Nelson Corral Reservoir and tributary (Lassen Co.).		
(A) Nelson Corral Reservoir.	All year.	<u>2 trout, 4 trout in possession.</u>
(B) Nelson Corral Reservoir tributary (the unnamed tributary entering the reservoir at the north end).	Closed to all fishing all year.	
(130.6) New Bullards Bar Reservoir.	All year.	5 trout, 10 landlocked salmon per day, 20 landlocked salmon in possession.
(131102) Newlands Lake tributaries (Lassen Co.).	Closed to all fishing all year.	
(132103) Nicasio Lake tributaries (Marin Co.).	Last Saturday in Apr. through Nov. 15 Sat. preceding Memorial Day through Sep. 30.	5 trout, 2 trout, 4 trout in possession.
(133) Noyo River (Mendocino Co.). Also see Low-Flow Restrictions, Section 8.00(b)(1).		
(A) Noyo River main stem from the mouth to the Georgia-Pacific logging road bridge one mile east of Highway 1.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) Noyo River main stem from the Georgia-Pacific logging road bridge one mile east of Highway 1 to the confluence with the South Fork Noyo River.	Fourth Saturday in May through Oct. 1. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(C) Noyo River main stem from the confluence with the South Fork Noyo River to the Sonoma/Mendocino Boy Scout Council Camp.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.

(134104) Owens River (Inyo and Mono Cos.), including Pleasant Valley and Tinemaha lakes, except (A), (B), (C), and (D) and (E) below.	First Saturday in Mar. through Oct. 31. <u>All year.</u>	5 trout per day. 10 trout in possession.
	Nov. 1 through the Friday preceding the first Saturday in Mar.	5 trout
(A) Upper Owens River from Benton Bridge road crossing upstream to Big Springs. Above Big Springs, see Deadman Creek 7.50(b)(41).	Last Saturday in April through Nov. 15. Maximum size limit: 16 inches total length. Only artificial lures with barbless hooks may be used. <u>All year. Only artificial lures with barbless hooks may be used.</u>	2 trout <u>0 trout</u>
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0 trout
(B) Upper Owens River from Benton Bridge road crossing downstream to upper Owens River fishing monument to Crowley Lake.	Saturday preceding Memorial Day through Sep. 30. <u>Last Sat. in Apr. through Jul. 31.</u>	5 trout per day. 10 trout in possession.
	<u>Aug. 1 through Nov. 15. Only artificial lures may be used. Minimum size limit: 18 inches total length.</u>	<u>2 trout</u>
(C) Upper Owens River from fishing monument (located about 1/4 mile upstream from maximum lake level) to Crowley Lake.	Last Saturday in April through July 31. Aug. 1 through Nov. 15. Minimum size limit: 18 inches total length. Only artificial lures with barbless hooks may be used.	5 trout per day. 10 trout in possession. 2 trout
(DC) From Pleasant Valley Dam downstream to footbridge at lower end of Pleasant Valley Campground.	Jan. 1 through Sept. 30. <u>Last Sat. in Apr. through Nov. 15.</u>	2 trout. <u>4 trout in possession.</u>
	Oct. 1 through Dec. 31. Only artificial lures with barbless hooks may be used. <u>Nov. 16 through the Fri. preceding the last Sat. in Apr. Only artificial lures with barbless hooks may be used.</u>	0 trout
(ED) From footbridge at lower end of Pleasant Valley Campground east (downstream) 3.3 miles along Chalk Bluffs Road to the redwood sport	All year. Only artificial lures with barbless hooks may be used.	0 trout

fishing regulations sign. to 5 Bridges Road.		
(135) Pajaro River (Monterey, Santa Clara, Santa Cruz and San Benito Cos.) from mouth to Uvas Creek. Also see Low-Flow Restrictions, Section 8.00(c)(5).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(135.4) Lake Pardee.	All year.	5 trout. 10 landlocked salmon per day. 20 landlocked salmon in possession.
(135.5105) Parker Creek (Mono Co.)- from the Lee Vining Conduit to Rush Creek. <u>from Parker Lake to the confluence with Rush Creek.</u>	Last Saturday in Apr. though Nov. 15. Only artificial lures with barbless hooks may be used <u>All year. Only artificial lures with barbless hooks may be used.</u>	0 trout
(135.8) Upper Penitencia Creek (Santa Clara Co.) a tributary to Coyote Ck. Also see Section 8.00(c).	Closed to all fishing all year	
(136) Pescadero Creek (San Mateo Co.) from mouth to the Stage Road bridge at Pescadero. Also see Low-Flow Restrictions, Section 8.00(c)(2).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(137) Pescadero Creek tributaries and main stem above the Stage Road bridge at Pescadero (Santa Clara and San Mateo Cos.).	Closed to all fishing all year.	
(138) Pillsbury Lake tributaries (Lake Co.).	Last Saturday in Apr. 5 through Nov. 15.	5 trout
(139) Pine Creek and Pine Creek Slough (Lassen Co.) See Eagle Lake 7.50(b)(61).		
(A) Pine Creek Slough and Pine Creek below State Highway 44.	Closed to fishing all year.	
(B) Pine Creek above State Highway 44.	Saturday preceding Memorial Day through Nov. 15.	5 trout per day. 10 trout in possession.
(139.5106) Pine Creek (Goose Lake Tributary) and tributaries (Modoc Co.).	Saturday preceding Memorial Day through November 15. Only artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through the last day in Feb.	0 trout <u>5 trout</u>
(107) Pine Valley Creek (San Diego Co.) upstream of Barrett Lake and all its tributaries.	<u>All year. Only artificial lures may be used.</u>	<u>2 trout</u>
(139.7) Pinole Creek (Contra Costa Co.) and tributaries.	Closed to all fishing all year	

(440108) Piru Creek (Los Angeles and Ventura Cos.).		
(A) Piru Creek and tributaries upstream of Pyramid Lake.	All year. Only artificial lures may be used.	2 trout
(B) From Pyramid Dam downstream to the bridge approximately 300 yards below Pyramid Lake.	Closed to all fishing all year.	
(C) From the bridge approximately 300 yards below Pyramid Lake downstream to the falls about above the old Highway 99 bridge.	All year. Only artificial lures with barbless hooks may be used.	0 trout
(441109) Pit River (Shasta and Modoc cos.).		
(A) Pit River (Modoc Co.) from the Hwy 395 bridge/South Fork Pit River crossing near the town of Likely downstream to the Highway 299 (Canby) bridge/Pit River crossing.	All year.	0 trout
(A) Pit River, South Fork (Modoc Co.) and tributaries upstream of the Highway 395 bridge in Likely.	Sat. preceding Memorial Day through the last day in Feb.	5 trout
(B) Pit River, North Fork (Modoc Co.) and tributaries from the confluence with the South Fork in Alturas upstream to (including) Franklin Creek.	Sat. preceding Memorial Day through the last day in Feb. Only artificial lures may be used.	2 trout
(BC) From Pit No. 3 (Britton Dam) downstream to the outlet of the Pit No. 3 Powerhouse.	Last Saturday in Apr. through Nov. 15. Minimum size limit: 18 inches total length. All year. Only artificial lures with barbless hooks may be used.	2 trout 0 trout
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0 trout
(CD) Pit River, from Pit No. 3 Powerhouse downstream to Pit No. 7 dam Shasta Lake.	Last Saturday in Apr. through Nov. 15. All year.	5 trout 2 trout. 4 trout in possession.
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0
(D) From Pit No. 7 dam downstream to Shasta Lake.	All year	5
(443110) Pole Creek and tributaries (Placer Co.)	Closed to all fishing all year.	

(144111) Portuguese Creek, West Fork (Madera Co.) from headwaters downstream to confluence with the East Fork Portuguese Creek.	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used Sat. preceding Memorial Day through the last day in Feb. Only artificial lures with barbless hooks may be used.	0 trout
(145112) Prosser Creek from the Prosser Reservoir dam downstream to the confluence with the Truckee River (Nevada Co.)	Last Saturday in Apr. through Nov. 15. Minimum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used. All year. Only artificial lures with barbless hooks may be used.	2 trout. 0 trout
(146113) Purisima Creek (San Mateo Co.).	Last Saturday in Apr. through Nov. 15 Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.	5 trout 0 trout
(147114) Putah Creek (Solano and Yolo Cos.) from Solano Lake to Monticello Dam.	All year. Only artificial lures and with barbless hooks may be used.	0 trout
(148115) Redwood Creek and tributaries (Alameda Co.).	Closed to all fishing all year.	
(149) Redwood Creek and tidewaters (Marin Co.)	Closed to all fishing all year	
(150116) Redwood Creek (Humboldt Co.). Also see Section 8.00(a) and tributaries above the mouth of Bond Creek.	Closed to all fishing all year.	
(A) Redwood Creek main stem, within a radius of 200 yards of its mouth.	Jan. 1 through Mar. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) Redwood Creek main stem, from 200 yards above the mouth to the mouth of Prairie Creek.	Fourth Saturday in May through Mar. 31. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(C) Redwood Creek main stem, from the mouth of Prairie Creek to the mouth of Bond Creek.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.

(D) Redwood Creek and tributaries, above the mouth of Bond Creek.	Closed to all fishing all year.	
(150.5117) Robinson Creek (Mono Co.).		
(A) From the U.S. Forest Service boundary downstream to Upper Twin Lake.	Last Saturday in April through Sept. 14. <u>Sat. preceding Memorial Day through Sep. 30.</u>	5 trout
	Sept. 15 through Nov. 15. Only artificial lures with barbless hooks may be used.	0 trout.
(B) Between Upper and Lower Twin Lakes.	Last Saturday in April through Sept. 14. <u>Sat. preceding Memorial Day through Sep. 30.</u>	5 trout
(151.118) Rock Creek Diversion Channel (Mono Co.). Rock Creek Diversion Channel from its source below Tom's Place to its confluence with Crooked Creek.	Closed to all fishing all year.	
<u>(119) Rock Creek Lake (Mono Co.).</u>	<u>Last Sat. in Apr. through Nov. 15.</u>	<u>5 trout</u>
(151.5120) Rock Creek in the Hat Creek Drainage (Shasta Co.) from Rock Creek spring (origin) downstream to Baum Lake.	Closed to all fishing all year.	
(152.121) Rock Creek (Shasta Co.) from its confluence with Pit River to Rock Creek Falls (about one mile upstream).	Closed to all fishing all year.	
(152.5122) Roosevelt Lake (Mono Co.).	Last Saturday in Apr. through Nov. 15. <u>All year. Only artificial lures may be used.</u>	2 trout
(153.123) Rush Creek (Mono Co.)		
(A) only from Grant Lake Dam downstream to Mono Lake.	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used <u>All year. Only artificial lures with barbless hooks may be used.</u>	0 trout

<u>(B) Rush Creek (Mono Co.) between Silver Lake and Grant Lake</u>	<u>Sat. preceding Memorial Day through Sep. 30.</u>	<u>5 trout</u>
(154) Russian Gulch and tributaries (Sonoma Co.). Main stem below the confluence of the East Branch. Also see Section 8.00(b).	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(155) Russian River and tributaries (Sonoma and Mendocino Cos.). Also see Section 8.00(b).		
(A) Russian River main stem below the confluence of the East Branch Russian River. (See also Mendocino Lake tributaries (7.50(b)(116)).	All Year. Only artificial lures with barbless hooks may be used from Apr. 1 through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) Russian River main stem above the confluence of the East Branch and all River tributaries. (See Laguna de Santa Rosa 7.50(b)(93) and Santa Rosa Creek 7.50(b)(172) for non-salmonids only.)	Closed to all fishing all year.	
(C) Russian River within 250 feet of the Healdsburg Memorial Dam.	Closed to all fishing all year.	
<u>(124) Sabrina Lake (Lake Sabrina, Inyo Co.)</u>	<u>Last Sat. in Apr. through Nov. 15.</u>	<u>5 trout</u>
(156/125) Sacramento River and tributaries, above Keswick Dam (Shasta and Siskiyou Cos.).	Also see Sierra District General Regulations (See Section 7.00(b)).	
(A) Sacramento River and tributaries from Box Canyon Dam downstream to the Scarlett Way bridge in Dunsmuir.	All Year. Only artificial lures with barbless hooks may be used.	0 trout
(B) Sacramento River and tributaries excluding Soda Creek from Scarlett Way bridge downstream to the county bridge at Sweetbriar (See Soda Creek 7.50(b)(180.5)).	Last Saturday in Apr. through Nov. 15. <u>Sat. preceding Memorial Day through Sep. 30.</u>	5 trout per day. 10 trout in possession.
	<u>Oct. 1 through the Fri. preceding Memorial Day. Only artificial lures may be used.</u>	<u>2 trout</u>
(C) Sacramento River mainstem (excluding tributaries) and tributaries from the Scarlett Way bridge	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with	0 trout <u>2 trout</u>

downstream to the county bridge at Sweetbriar <u>downstream to Shasta Lake.</u>	barbless hooks may be used. <u>All year. Only artificial lures may be used.</u>	
(D) Sacramento River and tributaries excluding Castle Creek from the county bridge at Sweetbriar downstream to Shasta Lake (See Castle Creek 7.50(b)(39.3)).	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.	2 trout
(E) Sacramento River mainstem (excluding all tributaries) from the county bridge at Sweetbriar downstream to Shasta Lake.	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0 trout
(156.5) Sacramento River and tributaries below Keswick Dam (Butte, Colusa, Contra Costa, Glenn, Sacramento, Shasta, Solano, Sutter, Tehama and Yolo Cos.).	Also see Sierra District General Regulations (See Section 7.00(b)).	
(A) Sacramento River from Keswick Dam to 650 feet below Keswick Dam.	Closed to all fishing all year.	
(B) Sacramento River from 650 feet below Keswick Dam to the Deschutes Road bridge.		
1. Sacramento River from 650 feet below Keswick Dam to the Highway 44 bridge.	Jan. 1 to Mar. 31. Only barbless hooks may be used. Closed to all fishing from Apr. 1 through July 31. Aug. 1 to Dec. 31. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
2. Sacramento River from the Highway 44 bridge to the Deschutes Road bridge.	All year. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(C) Sacramento River from the Deschutes Road bridge to the Red Bluff Diversion Dam.	Jan. 1 through July 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
	Aug. 1 through Dec. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 Chinook

		Salmon. 4 Chinook Salmon in possession.
(D) Sacramento River from the Red Bluff Diversion Dam to the Hwy 113 bridge near Knights Landing.	Jan. 1 through July 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
	July 16 through Dec. 16.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 1 Chinook Salmon. 2 Chinook Salmon in possession.
	Dec. 17 through Dec. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(E) Sacramento River from the Hwy 113 bridge near Knights Landing to the Carquinez Bridge (includes Suisun Bay, Grizzly Bay and all tributary sloughs west of Highway 160).	Jan. 1 through July 15.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
	July 16 through Dec. 16.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 1 Chinook Salmon. 2 Chinook Salmon in possession.
	Dec. 17 through Dec. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(157126) Sagehen Creek (Nevada Co.).		
(A) From the stream gauging station (located about <u>1/8</u> one-eighth-mile below Sagehen Creek Station Headquarters) upstream to about <u>1/8</u> one-eighth of a mile above the station headquarters at a point where the stream splits into two sections.	Closed to all fishing all year.	

(B) From the Highway 89 bridge upstream to the gauging station at the east boundary of the Sagehen Creek Station.	Last Saturday in Apr. through Nov. 15 Only artificial lures with barbless hooks may be used All year. Only artificial lures with barbless hooks may be used.	0 trout
(158) Salinas River and tributaries (Monterey and San Luis Obispo Cos.). Also see Section 8.00(c).		
(A) The main stem Salinas River.	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) All Salinas River tributaries upstream of Arroyo Seco River confluence (including the San Antonio River below San Antonio Reservoir and Dam, Paso Robles Creek and tributaries, Atascadero Creek, Santa Margarita Creek and tributaries but excluding the Nacimiento River) See 7.50(b)(128).	Last Saturday in Apr. through Nov. 15. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(159) Salmon Creek and tributaries (Sonoma Co.). Also see Section 8.00(b).		
(A) Salmon Creek main stem below Highway 1.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) Salmon Creek main stem above Highway 1 and all Salmon Creek tributaries.	Closed to all fishing all year	
(160)(127) Salmon Creek and tributaries above Highway 1 (Monterey Co.).	Last Saturday in Apr. through Nov. 15 Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.	5 trout 0 trout
(161) Salmon River (Siskiyou Co.)	See Klamath River 7.50(b)(91.1).	
(163) San Benito River and tributaries (San Benito Co.).	Last Saturday in Apr. through Nov. 15	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or

		hatchery steelhead** in possession.
(164) San Clemente Creek and tributaries (Monterey Co.) except for Trout Lake.	Last Saturday in Apr. through Nov. 15 Only artificial lures with barbless hooks may be used	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(165.2) San Diego Creek (Orange Co.). Downstream of the MacArthur Blvd. bridge only.	Saturday preceding Memorial Day through Nov. 30. Only artificial lures with barbless hooks may be used.	Open to fishing for non-salmonids only. Closed to the take of trout, and steelhead.
(166) San Francisquito Creek and tributaries (Santa Clara and San Mateo Cos.)	Closed to all fishing all year	
(167.128) San Gabriel River, West Fork and tributaries (Los Angeles Co.).		
(A) Upstream of Cogswell Dam (including Cogswell Reservoir and its tributaries).	All year. Only artificial lures may be used.	2 trout
(B) From Cogswell Dam downstream to the second bridge upstream from the Highway 39 bridge.	All year. Only artificial lures with barbless hooks may be used.	0 trout
(167.2) San Gabriel River (Los Angeles and Orange Cos.) Upstream of the Highway 22 bridge to the start of concrete-lined portion of the river channel.	Saturday preceding Memorial Day through Nov. 30. Only artificial lures with barbless hooks may be used.	Open to fishing for non-salmonids only. Closed to the take of trout, and steelhead.
(168) San Gregorio Creek (San Mateo Co.) from the mouth to the Stage Road bridge at San Gregorio. Also see Low-Flow Restrictions, Section 8.00(c)(2).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(168.5) San Joaquin River (Fresno, Madera, Merced, San Joaquin, and Stanislaus Cos.).		
(A) From Friant Dam downstream to the Highway 140 bridge.	All year.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) From the Highway 140 bridge downstream to the Interstate 5 bridge at Mossdale.	All year.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(168.6) San Juan Creek main stem (Orange Co.).	Closed to all fishing all year.	
(169) San Lorenzo River (Santa Cruz Co.) from the mouth to the Lomond	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or

Street bridge in the town of Boulder Creek. Also see Section 8.00(c).	closing days. Only barbless hooks may be used.	hatchery steelhead** in possession.
(170) San Luis Obispo Creek (San Luis Obispo Co.) from mouth to the first and most southwestern highway 1/101 bridge.	Dec. 1 through Mar. 7, but only Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(170.1) San Luis Rey River (San Diego Co.).	Closed to all fishing all year.	
(129) San Luis Rey River West Fork (San Diego Co.).	All year. Only artificial lures may be used.	2 trout
(170.5) San Mateo Creek and tributaries downstream from the falls between the Tenaja Road crossing and Fisherman's Camp (San Diego and Riverside cos.).	Closed to all fishing all year.	
(171) San Simeon Creek (San Luis Obispo Co.) from mouth to the pedestrian bridge in San Simeon Beach State Park.	Dec. 1 through Mar. 7, but only Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(130) Santa Ana River and tributaries upstream above Seven Oaks Dam. (San Bernardino Co.). This does not include Bear Creek. See Subsection 7.50(b)(8), Bear Creek (San Bernardino Co.) for additional info.	All year.	5 trout
(171.6) Santa Margarita River and tributaries downstream from the Interstate 15 bridge (San Diego and Riverside cos.).	Closed to all fishing all year.	
(171.7) Santa Paula Creek and tributaries above the falls located 3 miles upstream from the Highway 150 bridge (Ventura Co.).	All year.	5 trout
(172) Santa Rosa Creek (Sonoma Co. tributary to Russian River) from Laguna de Santa Rosa to Highway 12 bridge.	Last Saturday in Apr. through Nov. 15.	Open to fishing for non-salmonids only. Closed to the take of trout, and steelhead.
(172.3) Santa Ynez River and tributaries downstream from Bradbury Dam (Santa Barbara Co.).	Closed to all fishing all year.	
(172.5131) Santa Ynez River and tributaries upstream of Gibraltar Dam (Santa Barbara Co.).	All year.	2 trout. 4 trout in possession.
(172.7132) Sausal Creek and tributaries (Alameda Co.).	Closed to all fishing all year.	
(173) Scott Creek (Santa Cruz Co.) from mouth to confluence with Big	Dec. 1 through Mar. 7, but only Sat., Sun., Wed., legal holidays and opening and	0 trout

Creek. Also see Low-Flow Restrictions, Section 8.00(c)(3).	closing days. Only barbless hooks may be used	
(174) Scott River (Siskiyou Co.).	See Klamath River 7.50(b)(91.1).	
(174.1) Scotts Flat Reservoir, upper	All year.	5 trout per day. 10 trout in possession. 10 landlocked salmon per day. 20 landlocked salmon in possession.
(174.3) See Canyon Creek (San Luis Obispo Co.).	Closed to all fishing all year.	
(174.5133) Sespe Creek and tributaries above Alder Creek confluence. (Ventura Co.).	All year. Only artificial lures with barbless hooks may be used.	0 trout
(175) Shasta Lake (Shasta Co.).	All year	5 trout
(176) Shasta River (Siskiyou Co.).	See Klamath River 7.50(b)(91.1).	
(176.5) Sheepheaven Spring (Siskiyou Co.).	See McCloud River 7.50(b)(115).	
(177) Shovel Creek and tributaries (Siskiyou Co.).	See Klamath River 7.50(b)(91).	
(177.2134) Silver Creek (Mono Co.), tributary to West Walker River, and tributaries upstream from Silver Falls.	Closed to all fishing all year.	
(177.5135) Silver Creek between Swonger Lake and Lost Lake and all other tributaries to Swonger Lake (Modoc and Lassen Cos.).	Closed to all fishing all year Sat. preceding Memorial Day through the last day in Feb. Only artificial lures may be used.	2 trout
(178136) Silver King Creek and tributaries (Alpine Co.) upstream of the confluence with Snodgrass Creek.	Closed to all fishing all year.	
(137) Silver Lake (Mono Co.).	Last Sat. in Apr. through Nov. 15.	5 trout
(178.5) Sisquoc River and tributaries (Santa Barbara Co.).	Closed to all fishing all year.	
(179138) Slinkard Creek and tributaries (Mono Co.) upstream from a Department of Fish and Game cable crossing located about 2.7 miles south of a point on Highway 89 two miles west of its junction with Highway 395 (the cable is located about 600 feet below a rock dam on Clinkard Creek within the south half of Section 21, T9N, R22E). Wildlife rock gabbion barrier (38.606976°N, 119.567687°W). The barrier is located approximately 5-	Aug. 1 through Nov. 15. Only artificial flies with barbless hooks may be used. All year. Only artificial flies with barbless hooks may be used.	0 trout

6 miles upstream from the Hwy 89 and 395 junction.		
(180) Smith River (Del Norte Co.) Yearly limits apply for entire river.	Low-Flow Restrictions, Section 8.00, also apply, see below for more detail.	
(A) Main stem from the mouth to confluence of Middle and South forks. Also see Low-Flow Restrictions, Section 8.00(a)(7).	Fourth Saturday in May through Apr. 30. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Aug. 31. Only barbless hooks may be used from Sep. 1 through Apr. 30.	2 hatchery trout or hatchery steelhead**, 4 hatchery trout or hatchery steelhead** in possession. 2 cutthroat trout minimum size limit: 10 inches total length. 1 Chinook Salmon and no more than 5 wild Chinook Salmon* over 22 inches per year.
(B) Middle Fork Smith River		
1. from mouth to Patrick Creek Also see Low-Flow Restrictions, Section 8.00(a)(7).	Fourth Saturday in May through Apr. 30. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Aug. 31. Only barbless hooks may be used from Sep. 1 through Apr. 30.	2 hatchery trout or hatchery steelhead**, 4 hatchery trout or hatchery steelhead** in possession. 2 cutthroat trout minimum size limit: 10 inches total length. 1 Chinook Salmon and no more than 5 wild Chinook salmon* over 22 inches per year.
2. above the mouth of Patrick Creek. Also see Low-Flow Restrictions, Section 8.00(a)(7).	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used.	2 cutthroat trout minimum size limit: 10 inches total length. 2 hatchery trout or hatchery steelhead**, 4 hatchery trout or hatchery steelhead** in possession.
(C) South Fork Smith River		
1. from the mouth upstream approximately 1,000 feet to the County Road (George Tryon) bridge and Craigs Creek to Jones Creek. Also see Low-Flow Restrictions, Section 8.00(a)(7).	Fourth Saturday in May through Apr. 30. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Aug. 31. Only barbless hooks may be used from Sep. 1 through Apr. 30.	2 hatchery trout or hatchery steelhead**, 4 hatchery trout or hatchery steelhead** in possession. 2 cutthroat trout minimum size limit: 10 inches total length. 1 Chinook salmon and no more than 5 wild Chinook salmon* over 22 inches per year.
2. from the George Tryon bridge upstream to the mouth of Craigs	Closed to fishing all year.	

Creek. Also see Low-Flow Restrictions, Section 8.00(a)(7).		
3. above the mouth of Jones Creek. Also see Low-Flow Restrictions, Section 8.00(a)(7).	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used.	2 cutthroat trout minimum size limit: 10 inches total length. 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(D) North Fork Smith River.		
1. from the mouth to Stony Creek. Also see Low-Flow Restrictions, Section 8.00(a)(7).	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Aug. 31. Only barbless hooks may be used from Sep. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession. 2 cutthroat trout minimum size limit: 10 inches total length. 1 Chinook salmon and no more than 5 wild Chinook salmon* over 22 inches per year.
2. above the mouth of Stony Creek.	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used.	2 cutthroat trout minimum size limit: 10 inches total length. 2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(180.5) Soda Creek (Shasta Co.)	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used.	0 trout
(180.6139) Solano Lake (Solano Co.)	All year. Only artificial lures and barbless hooks may be used.	0 trout
(184140) Sonoma Creek and tributaries (Sonoma Co.): (A) Sonoma Creek and tributaries above the Sonoma Creek seasonal waterfall in Sugarloaf Ridge State Park (located 0.2 miles upstream of the west end of the Canyon Trail).	Last Saturday in Apr. through Nov. 15. <u>Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.</u>	5 trout 0 trout
(B) Sonoma Creek and tributaries between the Sonoma Creek seasonal waterfall in Sugarloaf Ridge State Park (located 0.2 miles upstream of the west end of the Canyon Trail) and the Highway 121 bridge. Note: Sonoma	Closed to all fishing year.	

Creek below the Highway 121 Bridge is tidewater, and is regulated by regulations for the Ocean and San Francisco Bay District (see sections 1.53 and 27.00).		
(181.8141) Sonoma Lake (Sonoma Co.).	All year	2 trout, <u>4 trout in possession.</u>
(182142) Sonoma Lake tributaries (Sonoma Co.).	<u>Last Saturday in April through Apr. 15. Sat. preceding Memorial Day through Sep. 30. Only artificial lures may be use.</u>	2 trout
(184143) Soula joule Lake tributaries (Marin Co.).	<u>Last Saturday in Apr. through Nov. 15 Sat. preceding Memorial Day through Sep. 30.</u>	<u>5 trout</u> 2 trout. <u>4 trout in possession.</u>
(144) South Lake (Inyo Co.).	<u>Last Sat. in Apr. through Nov. 15.</u>	<u>5 trout</u>
(185145) Squaw Valley Creek and tributaries (Shasta Co.), <u>only from the bridge crossing on U. S. Forest Service road (#39N21) located one-eighth mile upstream of the mouth of Cabin Creek (Northwest 1/4 of Section 14, T38N, R3W) downstream to an including Tom Dow Creek.</u>	<u>Last Saturday in Apr. through Nov. 15 All year. Only artificial lures with barbless hooks may be used.</u>	2 trout <u>0 trout</u>
(186) Stanislaus River (Calaveras, San Joaquin, Stanislaus and Tuolumne Cos.).		
(A) From Goodwin Dam down stream to the Highway 120 bridge in Oakdale.	Jan. 1 through Oct. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**, 4 hatchery trout or hatchery steelhead** in possession.
(B) From the Highway 120 bridge in Oakdale to the mouth.	Jan. 1 through Oct. 31. Bait may be used from Jan. 1 through Oct. 31. However, from April 1 through the Friday preceding the fourth Saturday in May, bait may be used only with single hooks having a gap between 1/2 and 1 inch, or with multiple hooks having a gap between 1/4 and 1/2 inch.	2 hatchery trout or hatchery steelhead**, 4 hatchery trout or hatchery steelhead** in possession.
(187146) Stanislaus River, Middle Fork (Tuolumne Co.).		
(A) From Beardsley Dam downstream to the U. S. Forest Service footbridge	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be	2 trout

at Spring Gap (including the Beardsley Afterbay).	used. <u>All year. Only artificial lures may be used.</u>	
(B) From the U.S. Forest Service footbridge at Spring Gap to New Melones Reservoir.	Last Saturday in Apr. through Nov. 15 <u>All year.</u>	<u>2 trout, 4 trout in possession.</u>
(187.5) Stevens Creek (Santa Clara Co.) downstream of Stevens Reservoir.	Last Saturday in April through Nov. 15. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. <u>4 hatchery trout or hatchery steelhead** in possession.</u>
(188) Stone Lagoon (Humboldt Co.).	All year. Only artificial lures with barbless hooks may be used. Cutthroat trout minimum size limit: 14 inches.	2 cutthroat trout 2 hatchery trout or hatchery steelhead**. <u>4 hatchery trout or hatchery steelhead** in possession.</u>
(147) Stevens Creek and all tributaries upstream of Stevens Creek Reservoir (Santa Clara Co.).	<u>All year. Only artificial lures with barbless hooks may be used.</u>	<u>0 trout</u>
(189) (148) Stony Creek, and tributaries (including the North, South, and Middle forks) from the headwaters downstream to the diversion dam west of Stonyford in the center of Section 35, T18N, R7W (Colusa, Glenn and Lake Coscos.).	<u>All year. Only artificial lures with barbless hooks may be used.</u>	<u>0 trout</u>
(A) From the headwaters downstream to the diversion dam west of Stonyford in the center of Section 35, T18N, R7W, except the portion of Stony Creek Middle Fork from Red Bridge upstream.	Last Saturday in April through Nov. 15. Nov. 16 through the Friday preceding the last Saturday in April. Only artificial lures with barbless hooks may be used.	5 trout per day. 10 trout in possession. 0 trout
(B) Stony Creek Middle Fork from Red Bridge upstream.	Last Saturday in April through Nov. 15. Only artificial lures with barbless hooks may be used. Nov. 16 through the Friday preceding the last Saturday in April. Only artificial lures with barbless hooks may be used.	2 trout 0 trout
(189.5) (149) Susan River (Lassen County Co.) from the confluence of Willard Creek and the Susan River, downstream to the Bizz Johnson trail bridge located approx. 1/4 mi. downstream from the 3 mi. marker on the Bizz Johnson trail. Also, see Section 8.10 for special open season for youths participating in Youth Fishing Derby.	Last Saturday in April through November 15. Only artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through the last day in Feb.	0 trout <u>5 trout</u>

(189.8) Swamp Creek and all tributaries (Siskiyou Co.).	See McCloud River 7.50(b)(115).	
(190150) Sweetwater River and tributaries downstream <u>upstream of</u> from the Sweetwater Dam Reservoir (San Diego Co.).	Closed to all fishing all year. <u>All year. Only artificial lures may be used.</u>	2 trout
(191) Swonger Lake tributaries (Modoc and Lassen cos.) upstream to the first lake.	Closed to all fishing all year.	
(192151) Tahoe Lake and tributaries (Placer and El Dorado cos.).		
(A) Tahoe Lake tributaries upstream to the first lake.	July 1 through Sept. 30 <u>Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.</u>	5 trout per day. 10 trout in possession. <u>0 trout</u>
(B) Tahoe Lake except (192)(C) below.	All year.	5 trout
(CB) Tahoe Lake within 300 feet of the mouth of its tributaries.	July 1 through Sept. 30. <u>Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.</u>	5 trout but no more than 2 mackinaw trout. <u>0 trout</u>
(193) Ten Mile River Mendocino Co.). Also see Section 8.00(b)(1). Ten Mile River main stem below the confluence with the Ten Mile River North Fork, and the Ten Mile River North Fork below the confluence with Bald Hill Creek.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct 31. Only barbless hooks may be used from Nov. 1 through May 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(193.5) Topanga Canyon Creek and tributaries (Los Angeles Co.).	Closed to all fishing all year.	
(194) Topaz Lake (Mono Co.).	Jan. 1 through Sept. 30	5 trout
(194.5) Trabuco Creek (a.k.a. Arroyo Trabuco Creek) (Orange Co.). Downstream of the I-5 bridge to the confluence with San Juan Creek	Closed to all fishing all year.	
(194.6) Trinity Reservoir.	All year.	5 trout per day. 10 trout in possession. 10 landlocked salmon per day. 20 landlocked salmon in possession.
(195) Trinity River and tributaries downstream of Lewiston Dam.	See Klamath River 7.50(b)(91.1)	
(195.4152) Trinity River, above Trinity Dam Lake (Trinity Co.) from the confluence with Tangle Blue Creek, (Hwy. 3), downstream (south) to the	Last Saturday in Apr. through Nov. 15. <u>Sat. preceding Memorial Day through Sep. 30.</u>	5 trout per day. 10 trout in possession.

(DC) Truckee River from the mouth of Prosser Creek downstream to the Nevada State Line.	Last Saturday in Apr. through Nov. 15. Minimum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used	2 trout
mouth of Trinity Lake, approximately 13.8 miles.		
	Nov. 16 through the Friday preceding the last Saturday in April. Only artificial lures with barbless hooks may be used. <u>Oct. 1 through the Fri. preceding Memorial Day. Only artificial lures with barbless hooks may be used.</u>	0 trout
(195.5) Trout Lake (Siskiyou Co.).	Only Wednesdays and weekends from the last Saturday in April through Sept. 30. Only artificial lures may be used.	2 trout
(196 153) Truckee River (Nevada, Placer, and Sierra Cos.).		
(A) Truckee River for 1,000 feet below the Lake Tahoe outlet dam.	Closed to all fishing all year.	
NOTE: THE AREA FROM 1,000 FEET BELOW THE LAKE TAHOE OUTLET DAM DOWNSTREAM TO TROUT CREEK IS REGULATED BY THE DISTRICT GENERAL REGULATIONS.		
(B) Truckee River from the confluence of Trout Creek downstream to the <u>Glenshire Bridge, mouth of Prosser Creek.</u>	Last Saturday in Apr. through Nov. 15. Minimum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used. All year. <u>Only artificial flies with barbless hooks may be used.</u>	2 trout <u>0 trout</u>
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0 trout
(C) Truckee River from the Glenshire Bridge downstream to the mouth of Prosser Creek.	Last Saturday in Apr. through Nov. 15. Minimum size limit: 14 inches total length. Only artificial flies with barbless hooks may be used.	2 trout
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial flies with barbless hooks may be used.	0 trout

(DC) Truckee River from the mouth of Prosser Creek downstream to the Nevada State Line.	Last Saturday in Apr. through Nov. 15. Minimum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used.	2 trout
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0 trout
(197154) Tule River and tributaries (Tulare Co.).		
(A) Tule River, North Fork (Tulare Co.), only in the North Fork Tule River and all its forks and tributaries above the confluence with Pine Creek (about 50 yards upstream from the Blue Ridge road bridge, about 12 1/4 miles north of Springville).	All year. Only artificial flies with barbless hooks may be used <u>lures may be used.</u>	2 trout
(B) All remaining portions of the Tule River and tributaries.	All year.	5 trout per day. 10 trout in possession.
(198155) Tuolumne River (Stanislaus and Tuolumne Cos.)- from O'Shaughnessy Dam (Hetch Hetchy Reservoir) downstream to Early Intake Dam-Clavey River Falls.	<u>All year. Only artificial lures may be used.</u>	2 trout
(A) From O'Shaughnessy Dam (Hetch Hetchy Reservoir) downstream to Early Intake Dam	Last Saturday in April through Nov. 15. Maximum size limit: 12 inches total length. Only artificial lures with barbless hooks may be used.	2 trout
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0 trout
(B) From Early Intake Dam downstream to Lumsden Bridge.	Last Saturday in April through Nov. 15.	5 trout
	Nov. 16 through the Friday preceding the last Saturday in April. Only artificial lures with barbless hooks may be used.	0 trout
(C) From Lumsden Bridge downstream to Clavey River Falls.	Last Saturday in Apr. through Nov. 15. Maximum size limit: 12 inches total length. Only artificial lures with barbless hooks may be used.	2 trout
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0 trout

(D) From La Grange Dam downstream to Hickman bridge.	Jan. 1 through Oct. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(E) From Hickman bridge to the mouth.	Jan. 1 through Oct. 31. Bait may be used from Jan. 1 through Oct. 31. However, from April 1 through the Friday preceding the fourth Saturday in May, bait may be used only with single hooks having a gap between 1/2 and 1 inch, or with multiple hooks having a gap between 1/4 and 1/2 inch.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(156) Twelvemile Creek (Modoc Co.).	Sat. preceding Memorial Day through the last day in Feb. Only artificial lures with barbless hooks may be used.	0 trout
(157) Twin Lakes (Mammoth, Mono Co.).	Last Sat. in Apr through Nov. 15.	5 trout
(158) Twin Lakes, Upper and Lower (Bridgeport, Mono Co.).	Last Sat. in Apr. through Nov. 15.	5 trout
(199) Upper Otay Lake (San Diego Co.).	All year. Only artificial lures with barbless hooks may be used.	0 for all species 0 trout
(199.5) Upper Truckee River and tributaries upstream from confluence with Showers Creek (Alpine and El Dorado Cos.).	July 1 through Sept. 30. Only artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through Sep. 30. Only artificial lures with barbless hooks may be used.	0 trout
(161) Virginia Lakes, Upper and Lower (Mono Co.).	Last Sat. in Apr. through Nov. 15.	5 trout
(200) Usal Creek and tributaries (Mendocino Co.). Also see Section 8.00(b). Usal Creek main stem below the Usal Shelter Cove Road	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(201) Uvas or Carnadero Creek (Santa Clara Co.) Also see Low-Flow Restrictions, Section 8.00(c)(5).		
(A) From Highway 152 Bridge to Uvas Dam.	Closed to all fishing all year	

(B) From mouth to Highway 152 Bridge.	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(202) Van Duzen River (Humboldt Co.). (203.5) Waddell Creek (Santa Cruz Co.) from mouth to Highway 1 bridge. Also see Low-Flow Restrictions, Section 8.00(c)(3).	See Eel River 7.50(b)(63) and Section 8.00(a). Dec. 1 through Mar. 7, but only Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(204) Walker Creek and tributaries (Marin Co.) Also see Section 8.00(b).		
(A) Walker Creek main stem below Highway 1.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) Walker Creek main stem above Highway 1 and all Walker Creek tributaries.	Closed to fishing all year.	
(204.5162) Walker Creek (Mono Co.) from the Lee Vining Conduit to Rush Creek, from the private property line (fence) to the confluence with Rush Creek.	Last Saturday in April through Nov. 15. Only artificial lures with barbless hooks may be used. All year. Only artificial lures with barbless hooks may be used.	0 trout
(205163) Walker River, East Fork (Mono County Co.) from Bridgeport Dam to Nevada State Line.	Last Sat. in Apr. April through Nov. Nov. 15. Only artificial lures may be used. Minimum size limit: 18 inches total length. Only artificial lures with barbless hooks may be used. NOTE: BOW AND ARROW FISHING FOR CARP ONLY IS PERMITTED.	42 trout
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used. NOTE: BOW AND ARROW FISHING FOR CARP ONLY IS PERMITTED.	0 trout

(205.5) West Walker River (Mono County) from the confluence with the Little Walker River (Hwy. 395 bridge at mile marker 96) downstream (north) to the inlet of Topaz Lake.	Nov. 16 through the Friday preceding the last Saturday in April. Only artificial lures with barbless hooks may be used.	0 trout
(206) Walnut Creek (Contra Costa Co.)		
(A) Upstream of the confluence with Grayson Creek.	Fourth Saturday in May through Mar. 31. Only artificial lure with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) Downstream of the confluence with Grayson Creek.	All year.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(206.5164) Whiskey Creek (Mono Co.). (A) Whiskey Creek downstream from Crowley Lake Drive (old Highway 395).	Last Saturday in April through the Friday preceding Memorial Day and Oct. 1 through Nov. 15. Minimum size limit: 18 inches total length. Only artificial lures with barbless hooks may be used. <u>Sat. preceding Memorial Day through Sep. 30.</u>	2 trout <u>5 trout</u>
	Saturday preceding Memorial Day through Sept. 30.	5 trout per day. 10 trout in possession
(B) Whiskey Creek upstream from Crowley Lake Drive.	Last Saturday in April through Nov. 15.	5 trout per day. 10 trout in possession.
(207) Wildcat Creek and tributaries (Contra Costa Co.)	Closed all year to fishing	
(208) Willow Creek and tributaries (tributary to Goose Lake, Modoc Co.).	Saturday preceding Memorial Day through Nov. 15. Only artificial lures with barbless hooks may be used.	0 trout
(208.5165) Wolf Creek and tributaries (tributary to West Walker River) (Mono Co.).	August 1 through November 15. Only artificial flies with barbless hooks may be used. <u>All year. Only artificial flies with barbless hooks may be used.</u>	0 trout
(208.6166) Wolf Creek Lake (tributary to Wolf Creek at the headwaters of Wolf Creek, tributary to the West Walker River) (Mono Co.).	Closed to all fishing all year.	
(209167) Yellow Creek (Plumas Co.) from Big Springs downstream to the	Last Saturday in Apr. through Nov. 15 Maximum size limit: 10 inches total length. Only	2 trout <u>0 trout</u>

marker at the lower end of Humbug Meadow.	artificial lures with barbless hooks may be used. Sat. preceding Memorial Day through the last day in Feb.. Only artificial lures with barbless hooks may be used.	
(210168) Yuba River, Middle Fork (Nevada and Sierra Cos.cos.) from Jackson Meadows Dam downstream to Milton Lake.	See Milton Lake 7.50(b)(120)(97).	
(211169) Yuba River, North Fork (Sierra and Yuba Cos.cos.) (A) From from the western boundary of Sierra City to the confluence with Ladies Canyon Creek.	Last Saturday in Apr. through Nov. 15. Only artificial lures with barbless hooks may be used All year. Only artificial lures may be used.	2 trout
(B) From Ladies Canyon Creek downstream to New Bullards Bar Reservoir.	Last Saturday in Apr. through Nov. 15.	5 trout
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0 trout
(212) Yuba River (Yuba and Nevada Cos.) from mouth to Englebright Dam.		
(A) From mouth to the Highway 20 bridge.	All year. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.
(B) From Highway 20 bridge to Englebright Dam.	Dec. 1 through Aug. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead**. 4 hatchery trout or hatchery steelhead** in possession.

~~* Wild Chinook Salmon are those not showing a healed adipose fin clip and not showing a healed left ventral fin clip.~~

~~** Hatchery trout or steelhead in anadromous waters are those showing a healed adipose fin clip (adipose fin is absent). Unless otherwise provided, all other trout and steelhead must be immediately released. Wild trout or steelhead are those not showing a healed adipose fin clip (adipose fin is present).~~

Note: Authority cited: Sections 200, 205, 265, 270, 315, 316.5 and 399, Fish and Game Code.
Reference: Sections 200, 205, 265, 270 and 316.5, Fish and Game Code.

Proposed Regulatory Language

Section 8.10, Title 14, CCR, is amended to read:

§ 8.10. Youth Fishing Derby, Susan River (Lassen Co.).

The Susan River, from the second railroad tunnel (the westernmost) on the Biz Johnson Trail downstream to the Riverside Bridge in the City of Susanville, is open to fishing on the Sat. preceding the last Saturday in April trout season opener on the Sat. preceding Memorial Day, only to persons under 16 years of age who are registered for the fishing derby sponsored by the Lassen County Sportsmen's Club. See subsection 7.50(b)(149), for fishing regulations for the Susan River.

Note: Authority cited: Sections 200, 202, 205, 215, 220, 240 and 315, Fish and Game Code.

Reference: Sections 200, 205, 206 and 215, Fish and Game Code.

BOARD OF SUPERVISORS

Communication Received and Filed
(Board Non-Action Item)

Agenda: December 8, 2020

From: TriWest Healthcare Alliance

Subject: TriWest Healthcare Alliance - Amendment To Worker Adjustment And Retraining Notification Act (WARN) Notice Of Furlough Dated April 20, 2020 That Additional 23 Staff Telecommuting From Rancho Cordova, CA, Will Be Permanently Laid Off As Of December 31, 2020

Copies routed:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Each Supervisor | <input type="checkbox"/> County Executive |
| <input type="checkbox"/> Assistant County Executive | <input type="checkbox"/> County Counsel |
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Municipal Services |
| <input type="checkbox"/> Social Services | <input type="checkbox"/> Public Works & Infrastructure |
| <input type="checkbox"/> Other: | |

Copies/Referral sent on November 13, 2020 by Grazyna Dawlewicz



COUNTY OF SACRAMENTO
BOARD OF SUPERVISORS

2020 NOV -9 AM 10:56

PO Box 42049
Phoenix, Arizona 85080-2049

TriWest.com

November 5, 2020

Employment Development Department
State of California
PO Box 826880, MIC 83
Sacramento, CA 94280-0001
(via email eddwarnnotice@edd.ca.gov)

Ms. Kathy Kossick, Executive Director
Sacramento Employment and Training Agency
925 Del Paso Boulevard, Suite 100
Sacramento, CA 95815

Sacramento County Board of Supervisors
700 H Street
Suite 1450
Sacramento, CA 95814

Mayor Darrell Steinberg
Sacramento City Hall
915 I Street
Sacramento, CA 95814

Re: **Amendment to Worker Adjustment and Retraining Notification Act (WARN)**
Notice of Furlough on April 20, 2020

Dear Sir or Madam:

The purpose of this notice (the "Amended Notice") is to follow up on the WARN Notice of Furlough sent to you on May 1, 2020 and subsequently amended on June 1, 2020 (the "Initial Notice"). As required by the Worker Adjustment and Retraining Notification Act ("WARN"), we reported in the Initial Notice that TriWest Healthcare Alliance's ("TriWest" or the "Company") operations in Rancho Cordova, California, both at 2995 Prospect Park Drive, Suite 200, and for various telecommuters who report to that location or live within Sacramento, CA city limits would be subject layoffs to realign TriWest's staffing with projected volume of work going forward, and as a result of organizational changes. This Amended Notice is to inform you that, effective September 30, 2020, we have made the difficult decision to permanently lay off additional staff who telecommute from Sacramento, CA.

Employees were notified of layoffs beginning on September 30, 2020 and layoffs are expected to be completed no later than December 31, 2020. The action impacted the following additional job titles which are held by the listed number of employees in Sacramento, CA:

Furloughed Staff	
Title	# Affected
Care Authorization Spec	3
Claims Clerk	1
Complex Authorization Spec	5
Patient Services Rep	21

"Whatever It Takes"

Quality Assurance Analyst	1
Tech Support Analyst	1

Employees in the listed positions are not represented by a union.

Bumping rights, for example, the ability to displace less senior employees at other TriWest facilities, do not exist. The Company has already notified the affected employees of the lay off and provided information regarding benefits available to them.

To the extent this event is covered by any state, or local advance notice requirements, this letter is intended to fulfill those requirements as well. TriWest asserts that the Initial Notice given on May 1, 2020 served as TriWest's notice of both the furlough and this potential lay off under 20 C.F.R. § 639.5.

If you have any questions regarding this matter, please do not hesitate to contact Jeanne Ong, Vice President of Human Capital at JOng@TriWest.com or (602) 564-2003.

Sincerely,



Brian J. Ewart
General Counsel