

**SPECIAL & REGULAR MEETINGS OF THE SONOMA CITY COUNCIL  
&  
CONCURRENT REGULAR MEETING OF SONOMA CITY COUNCIL AS THE  
SUCCESSOR AGENCY TO THE DISSOLVED SONOMA COMMUNITY  
DEVELOPMENT AGENCY**

Community Meeting Room, 177 First Street West, Sonoma CA



**Monday, September 15, 2014  
5:30 p.m. Closed Session (Special Meeting)  
6:00 p.m. Regular Meeting**

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**AGENDA  
(Amended)**

City Council  
Tom Rouse, Mayor  
David Cook, Mayor Pro Tem  
Steve Barbose  
Ken Brown  
Laurie Gallian

Be Courteous - **TURN OFF** your cell phones and pagers while the meeting is in session.

**5:30 P.M. – SPECIAL MEETING - CLOSED SESSION AGENDA**

**1. CALL TO ORDER**

The Mayor will open the meeting and take public testimony on closed session items only. The Council will then recess into closed session.

**2. CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph 2 of subdivision (d) of Section 54956.9: One potential case.

**6:00 P.M. – REGULAR MEETING AGENDA**

**RECONVENE, CALL TO ORDER & PLEDGE OF ALLEGIANCE  
ROLL CALL (Cook, Brown, Gallian, Barbose, Rouse)  
REPORT ON CLOSED SESSION**

**1. COMMENTS FROM THE PUBLIC**

*At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the City Council at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for Council consideration. Upon being acknowledged by the Mayor, please step to the podium and speak into the microphone. Begin by stating and spelling your name.*

**2. MEETING DEDICATIONS**

**3. PRESENTATIONS**

**Item 3A: Purple Heart City Proclamation**

**4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL**

*All items listed on the Consent Calendar are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council, staff, or public request specific items to be removed for separate action. At this time Council may decide to change the order of the agenda.*

**Item 4A: Waive Further reading and Authorize Introduction and/or Adoption of Ordinances by Title Only.** (Standard procedural action - no backup information provided)

**4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL, Continued**

- Item 4B:**      **Approval of the Minutes of the September 3, 2014 Study Session and the September 3, 2014 Regular Meeting.**  
Staff Recommendation: Approve the minutes.
- Item 4C:**      **Adoption of Resolution approving and authorizing the City Manager to execute Advanced Life and Basic Life Emergency Medical Services Contracts with Schell Vista Fire Protection District and Glen Ellen Fire District to provide Ambulance Services Under Existing 201 Rights.**  
Staff Recommendation: Adopt the resolution.
- Item 4D:**      **Adoption of a resolution amending the City of Sonoma Conflict of Interest Code.**  
Staff Recommendation: Adopt the resolution amending the list of Designated Positions and Disclosure Categories.
- Item 4E:**      **Acceptance of the 2014 Local Agency Biennial Notice for the Oversight Board to the Dissolved Sonoma Community Development Agency.**  
Staff Recommendation: Accept the notice indicating no amendments were necessary.
- Item 4F:**      **Approval of the allocation of a free day use at the Sonoma Veteran’s Memorial Building as requested by the Congregation Shir Shalom for the annual Jewish Winemakers Tasting and Nosh on April 12, 2015.**  
Staff Recommendation: Approve.
- Item 4G:**      **Approval and ratification of the reappointment of Pam Personette to the Cultural and Fine Arts Commission.**  
Staff Recommendation: Approve and ratify the re-appointment.
- Item 4H:**      **Approval of Amendment No. 2 to Lease Agreement between the City of Sonoma and the Valley of the Moon Petanque Club; and Amendment No. 1 to Lease Agreement with Sonoma Sister Cities Association to add additional Bocce Courts at Depot Park.**  
Staff Recommendation: Approve and authorize the City Manager to execute said amendments.
- Item 4I:**      **Approval and Ratification of the Appointment of Kate Schertz to the Cultural and Fine Arts Commission for a two-year term.**  
Staff Recommendation: Approve and ratify the appointment.
- Item 4J:**      **Adoption of a resolution distributing Growth Management allocations for the 2014-15 development year.**  
Staff Recommendation: Adopt the resolution.
- Item 4K:**      **Adoption of an ordinance establishing regulations governing the use of the Montini Preserve.**  
Staff Recommendation: Adopt the ordinance.

**5. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL AS SUCCESSOR AGENCY**

*All items listed on the Consent Calendar are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council, staff, or public request specific items to be removed for separate action. At this time Council may decide to change the order of the agenda.*

**Item 5A:** Approval of the portions of the Minutes of September 3, 2014 Study Session and the September 3, 2014 Regular Meeting pertaining to the Successor Agency.  
Staff Recommendation: Approve the minutes.

**6. PUBLIC HEARING – None Scheduled**

**7. REGULAR CALENDAR – CITY COUNCIL**

*(Matters requiring discussion and/or action by the City Council)*

**Item 7A:** Conduct of public meeting to allow public testimony regarding the proposed renewal of the Sonoma Tourism Improvement District. (City Manager)  
Staff Recommendation: Conduct public meeting and receive public testimony regarding the proposed District; provide direction to staff if appropriate.

**Item 7B:** Discussion and Consideration to Send Letter to Sonoma County Board of Supervisors Endorsing the Countywide Living Wage Proposal [Requested by Councilmember Brown] (City Manager)

**Item 7C:** Discussion, consideration and possible action to adopt a resolution in support of the Protection of Antibiotics for Medical Treatment Act / Prevention of Antibiotic Resistance Act [requested by Councilmember Brown] (City Manager)

**8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY**

*(Matters requiring discussion and/or action by the Council as the Successor Agency)*

**9. COUNCILMEMBERS' REPORTS AND COMMENTS**

**10. CITY MANAGER COMMENTS AND ANNOUNCEMENTS INCLUDING ANNOUNCEMENTS FROM SUCCESSOR AGENCY STAFF**

**11. COMMENTS FROM THE PUBLIC**

**12. ADJOURNMENT**

I do hereby certify that a copy of the foregoing agenda was posted on the City Hall bulletin board on September 11, 2014. Gay Johann, Assistant City Manager/City Clerk

***Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are normally available for public inspection the Wednesday before each regularly scheduled meeting at City Hall, located at No. 1 The Plaza, Sonoma CA. Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the City Council regarding any item on this agenda after the agenda has been distributed will be made available for inspection at the City Clerk's office, No. 1 The Plaza, Sonoma CA during regular business hours.***

***If you challenge the action of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described on the agenda, or in written correspondence delivered to the City Clerk, at or prior to the public hearing.***

***In accordance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (707) 933-2216. Notification 48-hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.***



***CITY OF SONOMA***  
***City Council***  
**Agenda Item Summary**

City Council Agenda Item: 3A

Meeting Date: 09/15/2014

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**Department**

Administration

**Staff Contact**

Gay Johann, Assistant City Manager/City Clerk

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**Agenda Item Title**

Purple Heart City Proclamation

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**Summary**

Paul Hoffman, Boardmember of the Patrick McCaffrey Foundation, brought forward a request that the City of Sonoma become a Purple Heart City. The Purple Heart has come to stand as a symbol of dedication and sacrifice by all those who selflessly have served or are serving our nation, and who, through their service were wounded or killed while engaged in combat with an enemy force. Becoming a Purple Heart City will demonstrate the City of Sonoma's appreciation for the sacrifices that our Purple Heart recipients made in defending our freedom. Should the Council Proclaim Sonoma as a Purple Heart City, the Foundation will gift the City with approximately 5 plaques/signs which will be placed closed to the entrances to the City which will publicly announce to visitors that Sonoma is a Purple Heart City.

Mr. Hoffman will be present to receive the proclamation.

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**Recommended Council Action**

Mayor Rouse to present the proclamation.

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**Alternative Actions**

N/A

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**Financial Impact**

N/A

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
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**Attachments:**

Proclamation

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**Alignment with Council Goals:**

N/A

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cc: P. Hoffman, Terry Leen via email

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# City of Sonoma



## Proclamation

### PURPLE HEART CITY

**WHEREAS**, the Purple Heart is a combat decoration awarded to members of the United States Armed Forces who die or become wounded by an instrument of war in the hands of the enemy; the Purple Heart is also awarded posthumously to the next of kin in the name of those who are killed in action; and

**WHEREAS**, the Purple Heart was initially created as the Badge of Military Merit by General George Washington in 1782; the Purple Heart is the first American service award or decoration made available to the common soldier, and is the oldest military decoration in present use; and

**WHEREAS**, the Purple Heart has come to stand as a symbol of dedication and sacrifice by all those who selflessly have served or are serving our nation, and who, through their service were wounded or killed while engaged in combat with an enemy force; and

**WHEREAS**, The City Council of the City of Sonoma appreciates the sacrifices that our Purple Heart recipients made in defending our freedom, and believe it is important that we acknowledge them for their courage and show them the honor and support that they have earned.

**NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED THAT I**, Tom Rouse, Mayor of the City of Sonoma, along with the members of the Sonoma City Council, do hereby proclaim that henceforth Sonoma, California shall be known as a

### PURPLE HEART CITY

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Sonoma to be affixed this 15<sup>th</sup> day of September 2014.

\_\_\_\_\_  
TOM ROUSE, MAYOR





**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 4B

Meeting Date: 09/15/2014

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**Department**

Administration

**Staff Contact**

Gay Johann, Assistant City Manager/City Clerk

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**Agenda Item Title**

Approval of the Minutes of the September 3, 2014 Study Session and the September 3, 2014 Regular Meeting.

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**Summary**

The minutes have been prepared for Council review and approval.

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**Recommended Council Action**

Approve the minutes.

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**Alternative Actions**

Correct or amend the minutes prior to approval.

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**Financial Impact**

N/A

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

Minutes

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**Alignment with Council Goals:** N/A

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**cc:** N/A

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**SPECIAL JOINT MEETING  
SONOMA CITY COUNCIL  
&  
PLANNING COMMISSION**

**EOC, 175 First Street West, Sonoma CA**



**Wednesday, September 3, 2014  
5:00 p.m.**

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**MINUTES**

City Council  
Tom Rouse, Mayor  
David Cook, Mayor Pro Tem  
Steve Barbose  
Ken Brown  
Laurie Gallian

**1. JOINT STUDY SESSION ON THE UPDATE OF THE HOUSING ELEMENT**

Mayor Rouse called the meeting to order at 5:00 p.m.

CITY COUNCILMEMBERS PRESENT: Barbose, Brown, Cook, Gallian and Mayor Rouse.

PLANNING COMMISSIONERS PRESENT: Cribb, Edwards, Felder, Heneveld, Tippell, Willers and Chair Roberson. ABSENT: Howarth.

OTHERS PRESENT: City Manager Giovanatto, Assistant City Manager/City Clerk Johann, Assistant City Attorney Nebb and Planning Director Goodison.

Planning Director Goodison, Heather Hines, and Geoff Bradley of the Metropolitan Planning Group presented the preliminary data gathered for the update of the Housing Element. Councilmembers and Planning Commissioners made inquiries and comments and discussed various components of the study. Of prime concern and a substantial amount of time was spent discussing the need for additional affordable housing and potential methods of providing it.

Mayor Rouse invited comments from the public. LinMarie DeVincent, Tri Park Committee member, spoke regarding the importance of maintaining mobilehome parks. She encouraged hiring Will Constantine (mobilehome park attorney) as an advisor to the Housing Element as he is an expert in mobilehome legislation.

Bonnie Joy Costan, Deanza Moon Valley, spoke regarding a proposed mobilehome rent increase in the amount of \$4.45 per month for a capital improvement project that was allowed under the current ordinance. Madolyn Agrimonti commented on the consultant's report. Ann Holichez, President of GSMOL, spoke in support of protecting mobilehome parks.

**2. ADJOURNMENT**

The meeting was adjourned at 6:00 p.m.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the Sonoma City Council on the            day of            2014.

\_\_\_\_\_  
Gay Johann  
Assistant City Manager / City Clerk

**CONCURRENT REGULAR MEETINGS OF THE SONOMA CITY COUNCIL  
&  
SONOMA CITY COUNCIL AS THE SUCCESSOR AGENCY TO THE DISSOLVED  
SONOMA COMMUNITY DEVELOPMENT AGENCY**

**Community Meeting Room, 177 First Street West, Sonoma CA**



**Wednesday, September 3, 2014  
6:00 p.m.  
\*\*\*\*  
MINUTES**

City Council  
Tom Rouse, Mayor  
David Cook, Mayor Pro Tem  
Steve Barbose  
Ken Brown  
Laurie Gallian

**OPENING**

Mayor Rouse called the meeting to order at 6:10 p.m. Sharene Ellis led the Pledge of Allegiance.

CITY COUNCILMEMBERS PRESENT: Barbose, Brown, Cook, Gallian and Mayor Rouse.

OTHERS PRESENT: City Manager Giovanatto, Assistant City Manager/City Clerk Johann, Assistant City Attorney Nebb, Planning Director Goodison, and Finance Director Hilbrants.

**1. COMMENTS FROM THE PUBLIC**

Madolyn Agrimonti announced she had accepted the ice bucket challenge and was making a donation towards the League for Historic Preservation QR plaque program.

Cameron Stuckey stated he would accept the ice bucket challenge. He invited those interested in the proposed update to the Special Events Policy to attend the next meeting of the Community Services and Environment Commission.

Jack Wagner stated he had not taken the ice bucket challenge but he would challenge people to sponsor a child in a foreign country.

Rachel Hundley accepted the ice bucket challenge. She said the previous study session on the Housing Element was very interesting and she learned that 90% of the workers live outside the City of Sonoma. She would like the City to address the issue of workforce housing.

**2. MEETING DEDICATIONS**

Clm. Brown dedicated the meeting in the memory of David Anthony Berto, husband of long-time former City Clerk Eleanor Berto.

**3. PRESENTATIONS**

**Item 3A: Freedom Day USA 2014 Proclamation**

Mayor Rouse read aloud the proclamation. Freedom Day USA is a day when local businesses provide free services, goods, products, etc. to veterans and military members and their families

as a way to thank them for the sacrifice, service and freedom, which they have provided to our country. The initial Freedom Day event was held on September 12, 2013 and in the future, the annual event will be on the second Thursday in September. Dr. Kimberly Hubenette of Synergy Dental Group received the proclamation on behalf of Rotary Club of Sonoma Valley.

**Item 3B: A word of thanks from the Richard M. Sangster American Inns of Court**

Judge Jim Bertolli thanked the City for allowing the Richard M. Sangster American Inn of Court to use the Community Meeting Room for its bi-annual meetings.

**4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL**

- Item 4A: Waive Further reading and Authorize Introduction and/or Adoption of Ordinances by Title Only.**
- Item 4B: Approval of the Minutes of the July 21, August 18, and August 25, 2014 City Council meetings.**
- Item 4C: Approval and ratification of the reappointment of George McKale as City Historian for a two-year term.**
- Item 4D: Adoption of a resolution approving the use of City Streets by Sonoma Valley High School on October 17, 2014 to conduct the annual Homecoming Parade. (Res. No. 44-2014)**
- Item 4E: Approval of a request for a full refund of the fees paid for the 2014 Homecoming event and approval of a waiver of fees for future years, until and unless, there is a dramatic change or increase to the size and scope of the event. [The High School will still be required to comply with the City's event application processes and insurance requirements.]**
- Item 4F: Approval of the allocation of a free day use at the Sonoma Veteran's Memorial Building as requested by the Sonoma Valley High School Boosters Club for the annual Crab Feed on January 24, 2015.**

The public comment period was opened and closed with none received. It was moved by Clm. Gallian, seconded by Clm. Brown to approve the consent calendar as presented. The motion carried unanimously.

**5. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL AS SUCCESSOR AGENCY**

- Item 5A: Approval of the portions of the Minutes of the July 21, August 18, and August 25, 2014 City Council meetings pertaining to the Successor Agency.**
- Item 5B: Adoption of the FY 14-15B Recognized Obligation Payment Schedule [ROPS] for the period January 1, 2015 through June 30, 2015. (Res. No. SA 03-2014)**

The public comment period was opened and closed with none received. It was moved by Clm. Gallian, seconded by Clm. Cook, to approve the consent calendar as presented. The motion carried unanimously.

**6. PUBLIC HEARING**

**Item 6A: Introduction of an ordinance establishing regulations governing the use of the Montini Preserve.**

Planning Director Goodison reported that under the terms of an agreement adopted by the City Council in 2013, the ownership of the Montini Preserve was in the process of being transferred to the City of Sonoma. According to the Open Space District, the process was expected to be complete in September. Once the City takes ownership of the Preserve, it will have 45 days to open it to the public. Given the impending change in ownership, he said it was necessary to amend the Municipal Code in order to regulate its use. Goodison stated that staff prepared a draft set amendments for the Council's consideration that addressed hours of use, a prohibition on smoking, and allowances for temporary closure for maintenance or other purposes. In addition, the proposed ordinance would prohibit dogs within the Preserve. Under the terms of a conservation easement attached to the Preserve, the City was required to administer the Preserve in conformance with a Management Plan previously adopted by the District. The Management Plan prohibited dogs on the Montini Preserve. Although the City Council was in the process of seeking an amendment to the Management Plan that, if approved, would provide the Council the option of allowing leashed dogs on trails within the Preserve, that amendment would not be processed until sometime following the transfer of ownership. The ordinance being proposed reflected the current limits on use as set forth in the Management Plan.

The public comment period was opened and closed with none received. Clm. Barbose reminded everyone that when the matter was first discussed, the City Council had been assured that it would be up to them to decide if dogs would be allowed on the Preserve. He stated that he had wanted the Management Plan to be amended prior to the City taking ownership of the property and he hoped that the City was not snookered on this deal. It was moved by Clm. Gallian, seconded by Clm. Cook, to introduce the ordinance entitled AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA AMENDING THE SONOMA MUNICIPAL CODE BY ESTABLISHING REGULATIONS FOR THE MONTINI PRESERVE. The motion carried unanimously.

**7. REGULAR CALENDAR – CITY COUNCIL**

**Item 7A: Discussion, Consideration and Possible Action on the Proposal by the Penglai Committee of the Sonoma Sister Cities Association to place a memorial in Depot Park.**

City Manager Giovanatto reported that the Penglai Committee of the Sonoma Sister Cities Association was requesting approval of placement of a memorial in Depot Park, near the museum, to recognize the contribution of Chinese laborers in the late 1800s who were largely responsible for the work effort that significantly contributed to the development of Sonoma's wine industry. She stated that should Council grant approval for the placement of a monument, staff would work with Sister Cities to determine the exact location and design attributes necessary to minimize future maintenance and liability exposures.

Mayor Rouse invited comments from the public. Peggy Phelan, Committee Chair, stated that before they began to raise funds for the project they wanted to be assured that they have a site for it. She stated that Chinese laborers played an integral role in establishing the wine industry in the Valley and the committee would like to recognize that part of our history. Gordon Phillips, Lynn Joiner and Bob Edwards spoke in favor of the proposal.

Councilmembers unanimously expressed their support. It was moved by Clm. Barbose, seconded by Clm. Brown, to approve the project in concept; direct staff to work with the Committee on placement and design attributes; and that the final design be brought back to City Council for approval. The motion carried unanimously.

**Item 7B: Discussion, Consideration and Possible Action on the Establishment of an Increase to the Minimum Wage Law in the City of Sonoma** [Requested by Councilmember Barbose]

City Manager Giovanatto reported that Clm. Barbose requested discussion of the possible implementation of an ordinance which would establish a higher minimum wage for businesses operating within the City limits of Sonoma. She stated that staff had done a cursory amount of research on the issue and found several larger cities in the Bay Area, which had implemented a local minimum wage including San Francisco, Oakland, Richmond, Berkeley and San Jose. Research to date had not shown any smaller cities to have undertaken this type of legislation. Reviewing the ordinances of the larger cities, it was clear that the enforcement of the minimum wage law provisions would fall to the City and the City would be the enforcement agency and would become the Department of Labor for any wage issues; including wage complaints of possible violations; payment of back wages; reinstatement of employees; and everything that would be related to wage actions. She said that would be a significant piece of the legislation that needed to be taken into consideration. Establishing an increased minimum wage could have a significant impact on Sonoma overall and the issue should be thoroughly vetted to determine the impact on local employers, true calculations on local wage rates, impacts on jobs and how an increase could affect the economy overall.

Clm. Gallian stated she was confused as to what the Council would be authorizing. Clm. Barbose stated that because of the rule that required a Council majority to authorize staff to spend more than an hour on an agenda item, he was asking the Council to approve that and to also give thought to how the City might want to go about pursuing the subject. He said when the City passed the Living Wage Ordinance years ago a study was commissioned by the U.C. Berkeley Labor Research Center. They examined all the factors that the City Manager mentioned including the effect on the local economy, local employers, practicalities, enforcement and so forth. He said that undertaking such a study on this issue would be appropriate so that it was adequately evaluated and objectively studied. The Council would receive the full report before making a decision. Clm. Barbose said he was requesting that the Council authorize this topic to come back for further consideration and that a study be commissioned. He said the subject was far reaching with many issues needing to be studied not the least of which was: What would be the minimum wage; what exemptions would there be for part-time employees, interns, tipped employees, etc; and what phase-ins could be included. The Council needed to determine the parameters of what they would be looking at.

Mayor Rouse invited comments from the public. Jack Wagner supported the idea of increasing the minimum wage and stated that the small City of Sante Fe did implement an increase in 2004. He offered to share a couple of studies that he had found; one by U.C. Berkeley and a study called Minimum Wage, Minimum Cost.

Rachel Hundley stated there were a lot of questions that needed to be answered regarding the issue and she wondered about doing a study and having a public forum. Her questions included: Is the decision best made by the City Council or directly by the voters? Some cities in the Bay Area had done it by ballot measures. What should the target increase be and what is the timeline of implementing it? What jobs would be effected? Where do those employees live?

Where do they spend their money? Would an increase in wages enable them to move into the City and spend their money here? How would tips or benefits be factored into the minimum wage? Would a tiered approach better fit our community goals? Would you make a distinction based on the number of employees? How would we ensure teens could still get jobs? How would an increase affect residents hoping to start a new business? How can we support our Sonoma-based small businesses who were already competing against higher capitalized chains and on-line competitors? She said she was interested in learning more about the subject.

Bob Edwards stated his support for further consideration of the issue. He said discussion of a minimum wage increase in the City of Sonoma was long overdue. The workers that would benefit from an increase were the core workers and backbone of the City who work in the wineries and tourism industry and those who were at the bottom of the economic ladder. He said it should be considered out of respect for the minimum wage workers. Too many of them do not make anywhere near the \$15 wage that had been proposed in some cities. Some were trying to raise a family on the current minimum wage, which was \$9 an hour, which worked out to \$1,440 a month if they work full time. When the average apartment was going for \$1,300 a month you can see that what was left over would not go very far at Safeway. A chambermaid in one of the big hotels would have to work more than a week to stay one night in one of our hotels. That gives you an idea of the kind of people we are talking about improving their standard of living. He said there would be objections to whatever amount was proposed and it was important to hear those objections. Those who support an increase to the minimum wage would be glad to explain why that would benefit Sonoma in addition to the workers. He spent most of his working life as a labor negotiator and employment lawyer for some of the major corporations in the country and he would be happy to point out to everybody the benefits of increasing the minimum wage. Since he had been alive, the minimum wage had been increased twenty-one times in the State of California and all the dire predictions about it had never come to pass. He said Sonoma could not afford to not have a discussion on the agenda; it would not look good for the City that was voted by Conde Nast as one of the ten most friendly cities to suddenly be not so friendly to the very backbone of the economy.

Madolyn Agrimonti stated there were merits on both sides of the issue and she encouraged the City Council to ensure that everyone was represented at the table.

Will Shonbrun supported raising the minimum wage. He stated that according to the U.S. Census Bureau there were almost fifty million people living below the Federal poverty level; for a family of four that was \$23,050. In Sonoma County 60% of Latino households were barely getting by on \$25,000 a year. The 2014 median price for a single family home in Sonoma County ranged from \$451,000 to \$468,000. The average rental in the County for a one-bedroom place was \$1,527. It was estimated that a single working adult needed to make \$33,160 just to make ends meet. President Obama recently stated that income inequality was the defining issue of our time. Sonoma was an affluent city that boasted high-end hotels, restaurants and a lavish lifestyle. Sonoma prides itself on being a fair and just community that encourages residents and visitors to share its bounty. Even the Plaza Hotel developers declared they would pay their workers a wage commensurate with Sonoma's living wage of \$15 an hour because it was the right thing to do. It would be inconceivable to him that any Councilmember would not vote to have a discussion in the community for a minimum wage for the people who work here and make this place what it is.

Jerry Bernhaut expressed his support for continued study of the issue stating that enabling the workers to live in Sonoma would be good for the environment and the local economy. He stressed the need for jobs – housing balance.

Cameron Stuckey supported the concept and said it was an opportunity to show appreciation for the workers. He said something should also be done to provide affordable housing for these workers.

Bill Motif stated he did not feel raising the minimum wage would eliminate the poverty level. He said if an employer had the choice of hiring someone at \$15 an hour to sweep the floor or doing it themselves, they would choose to do it themselves.

Rosemarie Pedranzini stated that people needed to make more money to get by.

Clm. Cook stated he did not support the idea because Sonoma was a small city and the issue would be better handled at the County or State level. He stated that an increase to the minimum wage would place a hardship on small businesses and the City would have to employ additional staff to regulate it.

Clm. Gallian stated she located a study conducted by Seattle Washington that was very informational. She said if the City were to move forward with the proposal she would want a study conducted because it was such a complex issue. She would want to see the impact if the increase was just centered in the City of Sonoma pointing out an instance where workers would not work at one end of a mall because higher wages were being paid at the other end. Clm. Gallian added that she was concerned with the amount of staff time that this might require.

Clm. Barbose stated that City staff would not have to work on it; there were experts in the field that were in the business of evaluation and studying that sort of thing. He stated when the City passed the Living Wage Ordinance it hired the U.C. Berkeley Research Center and they would be the logical choice since they had already done studies of the City's economy and labor. He felt Council should direct staff to solicit proposals from them and anybody else that was qualified. Clm. Barbose stated there were three major reasons why the City should do this. The folks working at minimum wage were the backbone of the City's economy and the City was in a period of unprecedented revenue generated by the hospitality industry. He said the folks helping generate that money should be able to share in it. The California Franchise Tax Board data showed that between 1987 and 2011, adjusted for inflation, 78% of the upper 1% and 30% of the top 5<sup>th</sup> incomes were up while the 60% at the bottom dropped by 17%. People at the bottom of the wage level were not keeping even, they were losing ground. Clm. Barbose said that did not seem fair to him. The other factor was that people at the lower end of the economic ladder spend all the new money they make putting it back into the local economy unlike wealthy people who put it in the bank.

Mayor Rouse stated that he agreed in principle but did not support moving this idea forward as it was a larger issue for the City. He said it was something that should be taken up at the County level and he did not want to direct staff to spend a whole lot of time on a subject that the City would not have a whole lot of impact on.

Clm. Brown stated it was an issue too big to ignore, that it was the job of the Council to address it.

It was moved by Clm. Barbose, seconded by Clm. Brown, to direct staff to solicit proposals for a study from consultants, including U.C. Berkeley Labor Research Center, to look at the issues of impact and all the ramifications and various permutations such an ordinance might encompass and what would be the most advantageous way to tailor such an ordinance to our situation.

CIm. Gallian stated that she heard at the study session sponsored by Congressman Mike Thompson on “when women succeed America succeeds” that 75% of minimum wage earners were women. She would like to see a jobs/housing balance component included in the study.

The motion carried with the following roll call vote: AYES: Barbose, Brown, Gallian. NOES: Cook, Rouse. ABSENT: None.

**8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY**

*(Matters requiring discussion and/or action by the Council as the Successor Agency)*

**9. COUNCILMEMBERS’ REPORTS AND COMMENTS**

CIm. Barbose reported on a meeting of the Waste Management Agency.

CIm. Gallian reported on the Ag and Open Space District meeting, the Labor Day Breakfast and Taste of Sonoma events.

Councilmembers Cook and Brown announced their office hours.

**10. CITY MANAGER COMMENTS AND ANNOUNCEMENTS INCLUDING ANNOUNCEMENTS FROM SUCCESSOR AGENCY STAFF**

City Manager Giovanatto announced that the Stage 2 water regulations went into effect on the date adopted. She said efforts to inform the public would include an insert in the local newspaper and with the water bills. She also announced that the County had declared a State of Emergency which included the City of Sonoma relating to the August 24 earthquake. The damage estimate from the earthquake for the City was \$441,000 and the City had sent two building department staff and a water tender to Napa to assist.

Mayor Rouse stated that City staff were at the Emergency Operations Center and ready to respond within minutes of the earthquake and he commended them for their service.

**11. COMMENTS FROM THE PUBLIC**

Rosemarie Pedranzini announced the passing of Harold Shipman and dedicated the meeting in his memory.

**12. ADJOURNMENT**

The meeting was adjourned at 7:39 p.m. in the memory of Mr. David Anthony Berto.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the Sonoma City Council on the            day of            2014.

\_\_\_\_\_  
Gay Johann  
Assistant City Manager / City Clerk



**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 4C

Meeting Date: 09/15/2014

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**Department**

Administration

**Staff Contact**

Carol E. Giovanatto, City Manager

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**Agenda Item Title**

Adoption of Resolution approving and authorizing the City Manager to execute Advanced Life and Basic Life Emergency Medical Services Contracts with Schell Vista Fire Protection District and Glen Ellen Fire District to provide Ambulance Services Under Existing 201 Rights.

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**Summary**

In early 1990, the City of Sonoma acquired Norrbom Ambulance and, pursuant to unwritten agreements between the City and District, continued to provide Pre-emergency Hospital Emergency Medical Services (PHEMS) to all persons whose calls for such assistance arose in the neighboring Special Fire Districts. Moving forward since the early 1990's, in 1993 a judgment was issued in Superior Court by Judge Bunting that the agencies of Sonoma, Glen Ellen, Schell Vista and Valley of the Moon "have the exclusive right to administer, operate and provide PHEMS within their respective jurisdictions". This has recently come under scrutiny and after legal review by the Sonoma City Attorney has been recommended that the previously unwritten agreement be memorialized through written agreements with the respective agencies which are served by Sonoma EMS through the contract with Sonoma Valley Fire Rescue Authority. The City has reached out to both Special Districts and they have agreed to memorialize the existing structure. The agreements have been signed by the Districts of Schell Vista and Glen Ellen; Valley of the Moon Fire District's agreement was consummated in the existing Contract for Fire Services. The finalizing of these agreements secures the EMS response zones as they currently exist and provides better definition for County protocols.

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**Recommended Council Action**

Adopt the resolution.

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**Alternative Actions**

Request additional information.

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**Financial Impact**

EMS response to the areas of Glen Ellen and Schell Vista are an integral part of our service delivery and provide revenue through customer medical billing.

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

Resolution  
Contracts [2]

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**Alignment with Council Goals:**

Although not directly related to a specific Council goal for 2015, this issue has been a component of a 2014 goal of updating contracts and maintaining a secure revenue base.

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cc:

**CITY OF SONOMA**

RESOLUTION NO. - 2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH THE FIRE DISTRICTS OF GLEN ELLEN AND SCHELL VISTA TO PROVIDE  
CONTINUING ADVANCED LIFE AND BASIC LIFE EMERGENCY MEDICAL SERVICES**

WHEREAS, prior to early 1990, the Districts of Glen Ellen and Schell Vista Fire contracted with Norrbom Ambulance Services (“Norrbom”) to provide pre-hospital emergency medical service [PHEMS] in order to respond to calls originating within each of the District’s jurisdiction. In early 1990, the City of Sonoma acquired Norrbom and, pursuant to agreements between the City and Districts, continued to provide PHEMS to all persons whose calls for such assistance arose in the Districts; and

WHEREAS, by virtue of the authority vested in it, the Districts contracted with the City to provide PHEMS within the Districts’ boundaries and to act as the Districts’ exclusive provider of such services within the Districts’ jurisdiction; and

WHEREAS, the parties wish to continue having the City provide PHEMS within their individual Districts and have determined that it would be beneficial to set forth, in writing, their agreements with respect to the City’s exclusive provision of PHEMS within the District’s jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED that the City of Sonoma agrees to provide continuous PHEMS to the Fire Districts of Glen Ellen and Schell Vista in accordance with the Advanced Life and Basic Life Medical Services Contracts attached herewith and made a part of this resolution and the City Manager is authorized and directed to sign on behalf of the City.

PASSED, APPROVED AND ADOPTED this 15<sup>th</sup> day of September 2014 by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Tom Rouse, Mayor

ATTEST:

\_\_\_\_\_  
Gay Johann  
Assistant City Manager/City Clerk

**ADVANCED LIFE AND BASIC LIFE  
EMERGENCY MEDICAL SERVICES CONTRACT**

THIS AGREEMENT ("Agreement") is effective as of JANUARY 14 2013<sup>4</sup>, and is entered into between the City of Sonoma, a general law city of the State of California ("City") and the Glen Ellen Fire Protection District, a special fire protection district duly organized and existing under California law ("District") with reference to the following facts:

**RECITALS**

WHEREAS, from approximately 1970 and continuing to the present time, the District has continuously provided, or contracted to provide, emergency medical services within its jurisdictional boundaries. Such services constituted pre-hospital emergency medical services ("PHEMS") within the meaning of Cal. Health & Safety Code §1797.201.

WHEREAS, prior to early 1990, the District contracted with Norrbom Ambulance Services ("Norrbom") to provide PHEMS in order to respond to calls originating within the District's jurisdiction. In early 1990, the City acquired Norrbom and, pursuant to agreements between the City and District, continued to provide PHEMS to all persons whose calls for such assistance arose in the District.

WHEREAS, by virtue of the authority vested in it, the District contracted with the City to provide PHEMS within the District's boundaries and to act as the District's exclusive provider of such services within the District's jurisdiction.

WHEREAS, the parties wish to continue having the City provide PHEMS in the District and have determined that it would be beneficial to set forth, in writing, their agreements with respect to the City's exclusive provision of PHEMS within the District's jurisdictional boundaries.

Now, therefore, for the following covenants, consideration and promises the parties agree as follows:

**AGREEMENT**

**SECTION 1. Term**

1.1 Acknowledging and mindful of the fact that the City has been providing PHEMS to the District since the early 1990's, the term of this written Agreement shall commence on JANUARY 14, 2013<sup>4</sup> and the service provided for herein shall continue through December 31, 2014, unless terminated sooner pursuant to the provisions set forth herein.

1.2 The parties agree that this Agreement shall be automatically renewed for additional one year terms, commencing on January 1 each year, unless either party gives notice of intent not to renew one hundred eighty (180) days prior to expiration of the current term.

**SECTION 2. Services to Be Rendered**

2.1 Upon receipt of verbal authorization ("dispatch") issued by Redwood Empire Dispatch Communications Authority (REDCOM)-City shall, for the consideration set forth elsewhere in this Agreement, provide the services described below within District's jurisdictional boundaries shown in **Exhibit 1**.

2.2 The City shall provide PHEMS, including Advanced Life Support within the meaning of Health and Safety Code Section 1797.52, Basic Life Support within the meaning of Health and Safety Code Section 1797.60, and Limited Advanced Life Support within the meaning of Health and Safety Code Section 1797.92, and any other levels of PHEMS as may develop in the future in accordance with evolving medical technology. The City shall provide said services in accordance with all policies and procedures contained in the Coastal Valley EMS Agency established Protocols currently and periodically updated. It is acknowledged and agreed that the City shall provide said services through a separate contract with the Valley of the Moon Fire Protection District and, that, therefore, the Valley of the Moon Fire Protection District shall be the agency that directly provides the PHEMS for the District.

2.3 The parties acknowledge and agree that during the term of this Agreement the City shall be the exclusive provider of PHEMS within the District's jurisdictional boundaries. The parties agree that where and when necessary they shall cooperate in informing and jointly advocating to REDCOM that no PHEMS or emergency medical service provider is to be contacted or requested to provide assistance, aid or PHEMS within the District's boundaries other than the City.

### **SECTION 3. Insurance**

3.1 The City shall procure and maintain during the term of this Agreement, insurance coverage meeting the requirements of both parties and as specified by the City's self-insurance Agency/REMIF,

### **SECTION 4. Indemnification**

4.1 The City agrees to indemnify, defend and save harmless the Glen Ellen Fire District, its officers, agents and employees from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation arising from any act or omission of the City and/or the Valley of the Moon Fire Protection District in the performance of this Agreement. The Glen Ellen Fire District agrees to indemnify, defend and save harmless the City and the Valley of the Moon Fire Protection District, its officers, agents and employees from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation arising from any act or omission of the District in the performance of this Agreement.

### **SECTION 5. Third Party Payment for City Services**

5.1 The City shall be compensated for the provision of the services described herein by those persons (and their insurance companies) who receive the PHEMS provided by the City pursuant to this Agreement. The District consents to the City billing said persons (and/or their carriers) for the City's provision of said services.

### **SECTION 6. Status of City**

6.1 It is expressly understood that in the performance of the services herein, the City is an independent contractor and shall not be deemed an agent, servant, or employee of the Glen Ellen Fire District when acting under the terms of this agreement. Nor is this agreement to be construed as a partnership, joint venture, or association of the Glen Ellen Fire District. The City shall be solely liable and responsible to pay all required taxes, withholdings and other obligations, including, but not limited to, worker's compensation, withholding and Social Security.

## **SECTION 7. General Provisions**

7.1 The City understands and agrees that the scope of the services to be provided pursuant to this Agreement can and shall be performed in a manner compatible with the standards of care associated with the nature of services provided by the City hereunder. The City specifically warrants that the City and/or the Valley of the Moon Fire Protection District possesses, or will possess prior to initiation of operation, and maintain all necessary and required licenses and permits to perform or provide the duties, responsibilities and services contracted for.

## **SECTION 8. Default**

8.1 Subject to any extensions of time by mutual consent of the parties in writing, any failure of either party to timely perform any material obligation of this Agreement shall constitute an event of default as to that party, if (i) such defaulting party does not cure such failure within thirty (30) days following receipt of written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (ii) if such failure is not of a nature which can be cured within a thirty (30) day period, the allegedly defaulting party does not, within said thirty (30) day period, commence substantial efforts to cure such failure or thereafter does not, within a reasonable period of time, prosecute to completion with diligence and continuity the curing of the failure. The time to cure may be extended in writing at the discretion of the party giving notice.

8.2 Any notice of default given hereunder shall be served on the other party and shall specify in detail the nature of the failure(s) in performance which the noticing party claims constitutes the event of default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

8.3 Failure of a party to timely cure or commence and diligently prosecute to completion the cure of a material default of this Agreement shall entitle the non-defaulting party to terminate this Agreement in accordance with the termination provisions set forth below and/or to pursue all other remedies available under law and/or equity.

8.4 If provisions of this Agreement are violated by the City in a manner that is reasonably likely to present a danger to the public health and safety, the District shall notify the City's management representative of the violation by telephone and in writing, with a copy of the notification sent to the Emergency Medical Services Program Administrator for the Coastal Valley EMS Agency. If The City fails to correct the violation within three days after receipt of written notice from the District, the District may suspend this Agreement until such violation has been corrected. The decision of the District as to the existence of a contract violation of the type described in this paragraph 8 and its resolution shall be final.

## **SECTION 9. Termination**

9.1 The term of this Agreement shall be as set forth in Section 1, above, unless earlier terminated as set forth below.

9.2 Either party may terminate this Agreement prior to expiration of the current term of the Agreement, for any reason, provided the terminating party gives written notice of termination ("termination notice") at least one hundred and eighty days (180) in advance of the date the termination is effective, and the procedures for termination have been completed as set forth in this section.

9.3 Either party may terminate this Agreement prior to expiration of the current term of the Agreement, for an event of default caused by another party after (i) the non-defaulting party has given the notice of default in as set forth in this Agreement, (ii) the defaulting party has failed to cure the default in accordance with this Agreement, and (iii) thereafter, the non-defaulting party gives the defaulting party written notice of termination ("termination notice") at least sixty (60) days in advance of the date the termination is effective.

9.4 In the event of an immediate danger to the general health and welfare caused by the City or the Valley of the Moon Fire Protection District in the performance of the City's obligations under this Agreement, the District shall have the right to immediately suspend this Agreement by giving written notice of immediate suspension which shall include an identification and description of the danger to the general health and welfare. If the danger to health and welfare remains unresolved for five (5) days, the Agreement will be terminated according to the procedures for termination set forth in this Agreement, and the Agreement will remain suspended throughout the procedures. The District's determination of the existence of an immediate danger to the general health and welfare shall be final.

#### **SECTION 10. Conflict of Interest**

10.1 The City warrants and covenants that the City presently has no interest in, nor shall any interest be hereinafter acquired in any matter which will render the services required under the provisions of this Agreement, a violation of any applicable state, local or federal law. The City further warrants that no officer or employee of the District has influenced or participated in a decision to award this Agreement which has or may confer on the City a benefit in which such employee or officer may have an interest, pecuniary or otherwise in a manner which would violate State law. In the event that any conflict of interest or violation of this section should nevertheless hereafter arise, the City shall promptly notify the District of the existence of such conflict of interest or violation so that the District may determine whether to terminate this Agreement.

#### **SECTION 11. Recitals Incorporated**

11.1 The Recitals are hereby incorporated by this reference.

#### **SECTION 12. Merger**

12.1 This Agreement, together with its specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Any agreements or representations among the parties hereto, regarding the said subject matter, not expressly set forth in this Agreement, are null and void. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

#### **SECTION 13. Statement of Status Quo**

13.1 Neither the City nor the District intend that this Agreement with the District constitute, nor be deemed to constitute, a request to enter into an agreement, or an agreement between the City and the County of Sonoma or an agreement between the District and the County of Sonoma within the meaning of Cal. Health and Safety Code Section 1797.201, and the City and District expressly reserve all, and are in no way waiving or relinquishing, any rights to which

they each may be entitled under said Section 1797.201 by offering to enter into, negotiating or entering into this Agreement.

#### **SECTION 14. Designated Representatives**

14.1 The Executive Officer of the District is the representative of the District and will administer this Agreement for the District. The City Manager for the City is the authorized representative for the City. Changes in designated representatives shall occur by advance written notice to the other party.

#### **SECTION 15. Notices**

15.1 All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the parties to be served as follows. Said notices and demands may alternatively be delivered by email (accompanied by facsimile transmission sent at the same time):

If to the District: Fire Chief  
Glen Ellen Fire Protection District  
13445 ARNDT DRIVE  
GLEN ELLEN CA 95442  
Email: GEFD@SONIC.NET  
Fax: 707 996-4937

If to the City: City of Sonoma  
No. 1 The Plaza  
Sonoma, CA 94476  
Email: cgiovanatto@sonomacity.org  
Fax: 707-938-2559

cc: Fire Chief  
Valley of the Moon Fire Protection District  
630 Second Street West  
Sonoma, CA 95476  
Email: philg@sonomacity.org  
Fax: (707) 996-2868

15.2 Each party shall provide the other with telephone and written notice of any change of address as soon as practicable.

15.3 notices given by personal delivery or acknowledged shall be effective immediately.

#### **SECTION 16. Exhibits**

16.1 The following exhibits to this Agreement are attached hereto and incorporated as though fully set forth herein:

**Exhibit 1** District Boundary Map

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates set forth below.

**GLEN ELLEN FIRE PROTECTION DISTRICT**

By: Robert J. Nonem, SR

Date: JANUARY 14, 2014

Title: BOARD PRESIDENT

**CITY OF SONOMA**

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

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey A. Walter, City Attorney

**ADVANCED LIFE AND BASIC LIFE  
EMERGENCY MEDICAL SERVICES CONTRACT**

THIS AGREEMENT ("Agreement") is effective as of August 6, 2014, and is entered into between the City of Sonoma, a general law city of the State of California ("City") and the Schell Vista Fire Protection District, a special fire protection district duly organized and existing under California law ("District") with reference to the following facts:

**RECITALS**

WHEREAS, from approximately 1970 and continuing to the present time, the District has continuously provided, or contracted to provide, emergency medical services within its jurisdictional boundaries. Such services constituted pre-hospital emergency medical services ("PHEMS") within the meaning of Cal. Health & Safety Code §1797.201.

WHEREAS, prior to early 1990, the District contracted with Norrbom Ambulance Services ("Norrbom") to provide PHEMS in order to respond to calls originating within the District's jurisdiction. In early 1990, the City acquired Norrbom and, pursuant to agreements between the City and District, continued to provide PHEMS to all persons whose calls for such assistance arose in the District.

WHEREAS, by virtue of the authority vested in it, the District contracted with the City to provide PHEMS within the District's boundaries and to act as the District's exclusive provider of such services within the District's jurisdiction.

WHEREAS, the parties wish to continue having the City provide PHEMS in the District and have determined that it would be beneficial to set forth, in writing, their agreements with respect to the City's exclusive provision of PHEMS within the District's jurisdictional boundaries.

Now, therefore, for the following covenants, consideration and promises the parties agree as follows:

**AGREEMENT**

**SECTION 1. Term**

1.1 Acknowledging and mindful of the fact that the City has been providing PHEMS to the District since the early 1990's, the term of this written Agreement shall commence on August 6, 2014, and the service provided for herein shall continue through December 31, 2014, unless terminated sooner pursuant to the provisions set forth herein.

1.2 The parties agree that this Agreement shall be automatically renewed for additional one year terms, commencing on January 1 each year, unless either party gives notice of intent not to renew one hundred eighty (180) days prior to expiration of the current term.

**SECTION 2. Services to Be Rendered**

2.1 Upon receipt of verbal authorization ("dispatch") issued by Redwood Empire Dispatch Communications Authority (REDCOM)-City shall, for the consideration set forth elsewhere in this Agreement, provide the services described below within District's jurisdictional boundaries as they exist as of the date of the signing of the Contract and as shown on the original District

boundary map attached as **Exhibit 1**. Should at any time in the future, the Shell Vista Fire Protection District chose to expand District boundaries through annexation or other means, the Contract would not bind the District to this PHEMS Contract unless requested by the District.

2.2 The City shall provide PHEMS, including Advanced Life Support within the meaning of Health and Safety Code Section 1797.52, Basic Life Support within the meaning of Health and Safety Code Section 1797.60, and Limited Advanced Life Support within the meaning of Health and Safety Code Section 1797.92, and any other levels of PHEMS as may develop in the future in accordance with evolving medical technology. The City shall provide said services in accordance with all policies and procedures contained in the Coastal Valley EMS Agency established Protocols currently and periodically updated. It is acknowledged and agreed that the City shall provide said services through a separate contract with the Valley of the Moon Fire Protection District and, that, therefore, the Valley of the Moon Fire Protection District shall be the agency that directly provides the PHEMS for the District.

2.3 The parties acknowledge and agree that during the term of this Agreement the City shall be the exclusive provider of PHEMS within the District's jurisdictional boundaries. The parties agree that where and when necessary they shall cooperate in informing and jointly advocating to REDCOM that no PHEMS or emergency medical service provider is to be contacted or requested to provide assistance, aid or PHEMS within the District's boundaries other than the City.

### **SECTION 3. Insurance**

3.1 The City shall procure and maintain during the term of this Agreement, insurance coverage meeting the requirements of both parties and as specified by the City's self-insurance Agency/REMIF,

### **SECTION 4. Indemnification**

4.1 The City agrees to indemnify, defend and save harmless the Schell Vista Fire District, its officers, agents and employees from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation arising from any act or omission of the City and/or the Valley of the Moon Fire Protection District in the performance of this Agreement. The Schell Vista Fire District agrees to indemnify, defend and save harmless the City and the Valley of the Moon Fire Protection District, its officers, agents and employees from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation arising from any act or omission of the District in the performance of this Agreement.

### **SECTION 5. Third Party Payment for City Services**

5.1 The City shall be compensated for the provision of the services described herein by those persons (and their insurance companies) who receive the PHEMS provided by the City pursuant to this Agreement. The District consents to the City billing said persons (and/or their carriers) for the City's provision of said services.

### **SECTION 6. Status of City**

6.1 It is expressly understood that in the performance of the services herein, the City is an independent contractor and shall not be deemed an agent, servant, or employee of the Schell Vista Fire District when acting under the terms of this agreement. Nor is this agreement to be construed as a partnership, joint venture, or association of the Schell Vista Fire District. The City shall be solely liable and responsible to pay all required taxes, withholdings and other

obligations, including, but not limited to, worker's compensation, withholding and Social Security.

## **SECTION 7. General Provisions**

7.1 The City understands and agrees that the scope of the services to be provided pursuant to this Agreement can and shall be performed in a manner compatible with the standards of care associated with the nature of services provided by the City hereunder. The City specifically warrants that the City and/or the Valley of the Moon Fire Protection District possesses, or will possess prior to initiation of operation, and maintain all necessary and required licenses and permits to perform or provide the duties, responsibilities and services contracted for.

## **SECTION 8. Default**

8.1 Subject to any extensions of time by mutual consent of the parties in writing, any failure of either party to timely perform any material obligation of this Agreement shall constitute an event of default as to that party, if (i) such defaulting party does not cure such failure within thirty (30) days following receipt of written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (ii) if such failure is not of a nature which can be cured within a thirty (30) day period, the allegedly defaulting party does not, within said thirty (30) day period, commence substantial efforts to cure such failure or thereafter does not, within a reasonable period of time, prosecute to completion with diligence and continuity the curing of the failure. The time to cure may be extended in writing at the discretion of the party giving notice.

8.2 Any notice of default given hereunder shall be served on the other party and shall specify in detail the nature of the failure(s) in performance which the noticing party claims constitutes the event of default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

8.3 Failure of a party to timely cure or commence and diligently prosecute to completion the cure of a material default of this Agreement shall entitle the non-defaulting party to terminate this Agreement in accordance with the termination provisions set forth below and/or to pursue all other remedies available under law and/or equity.

8.4 If provisions of this Agreement are violated by the City in a manner that is reasonably likely to present a danger to the public health and safety, the District shall notify the City's management representative of the violation by telephone and in writing, with a copy of the notification sent to the Emergency Medical Services Program Administrator for the Coastal Valley EMS Agency. If The City fails to correct the violation within three days after receipt of written notice from the District, the District may suspend this Agreement until such violation has been corrected. The decision of the District as to the existence of a contract violation of the type described in this paragraph 8 and its resolution shall be final.

## **SECTION 9. Termination**

9.1 The term of this Agreement shall be as set forth in Section 1, above, unless earlier terminated as set forth below.

9.2 Either party may terminate this Agreement prior to expiration of the current term of the Agreement, for any reason, provided the terminating party gives written notice of termination ("termination notice") at least one hundred and eighty days (180) in advance of the date the

termination is effective, and the procedures for termination have been completed as set forth in this section.

9.3 Either party may terminate this Agreement prior to expiration of the current term of the Agreement, for an event of default caused by another party after (i) the non-defaulting party has given the notice of default in as set forth in this Agreement, (ii) the defaulting party has failed to cure the default in accordance with this Agreement, and (iii) thereafter, the non-defaulting party gives the defaulting party written notice of termination ("termination notice") at least sixty (60) days in advance of the date the termination is effective.

9.4 In the event of an immediate danger to the general health and welfare caused by the City or the Valley of the Moon Fire Protection District in the performance of the City's obligations under this Agreement, the District shall have the right to immediately suspend this Agreement by giving written notice of immediate suspension which shall include an identification and description of the danger to the general health and welfare. If the danger to health and welfare remains unresolved for five (5) days, the Agreement will be terminated according to the procedures for termination set forth in this Agreement, and the Agreement will remain suspended throughout the procedures. The District's determination of the existence of an immediate danger to the general health and welfare shall be final.

#### **SECTION 10. Conflict of Interest**

10.1 The City warrants and covenants that the City presently has no interest in, nor shall any interest be hereinafter acquired in any matter which will render the services required under the provisions of this Agreement, a violation of any applicable state, local or federal law. The City further warrants that no officer or employee of the District has influenced or participated in a decision to award this Agreement which has or may confer on the City a benefit in which such employee or officer may have an interest, pecuniary or otherwise in a manner which would violate State law. In the event that any conflict of interest or violation of this section should nevertheless hereafter arise, the City shall promptly notify the District of the existence of such conflict of interest or violation so that the District may determine whether to terminate this Agreement.

#### **SECTION 11. Recitals Incorporated**

11.1 The Recitals are hereby incorporated by this reference.

#### **SECTION 12. Merger**

12.1 This Agreement, together with its specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Any agreements or representations among the parties hereto, regarding the said subject matter, not expressly set forth in this Agreement, are null and void. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

#### **SECTION 13. Statement of Status Quo**

13.1 Neither the City nor the District intend that this Agreement with the District constitute, nor be deemed to constitute, a request to enter into an agreement, or an agreement between the City and the County of Sonoma or an agreement between the District and the County of

Sonoma within the meaning of Cal. Health and Safety Code Section 1797.201, and the City and District expressly reserve all, and are in no way waiving or relinquishing, any rights to which they each may be entitled under said Section 1797.201 by offering to enter into, negotiating or entering into this Agreement.

#### **SECTION 14. Designated Representatives**

14.1 The Executive Officer of the District is the representative of the District and will administer this Agreement for the District. The City Manager for the City is the authorized representative for the City. Changes in designated representatives shall occur by advance written notice to the other party.

#### **SECTION 15. Notices**

15.1 All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the parties to be served as follows. Said notices and demands may alternatively be delivered by email (accompanied by facsimile transmission sent at the same time):

If to the District:        Fire Chief  
                                  Schell Vista Fire Protection District  
                                  22950 Broadway  
                                  Sonoma, CA 95476  
                                  Email: [rmulas@schellvistafire.com](mailto:rmulas@schellvistafire.com)  
                                  Fax: 707-935-9681

If to the City:            City of Sonoma  
                                  No. 1 The Plaza  
                                  Sonoma, CA 94476  
                                  Email: [cgiovanatto@sonomacity.org](mailto:cgiovanatto@sonomacity.org)  
                                  Fax: [707-938-2559](tel:707-938-2559)

cc:                            Fire Chief  
                                  Valley of the Moon Fire Protection District  
                                  630 Second Street West  
                                  Sonoma, CA 95476  
                                  Email: [philg@sonomacity.org](mailto:philg@sonomacity.org)  
                                  Fax: (707) 996-2868

15.2 Each party shall provide the other with telephone and written notice of any change of address as soon as practicable.

15.3 notices given by personal delivery or acknowledged shall be effective immediately.

#### **SECTION 16. Exhibits**

16.1 The following exhibits to this Agreement are attached hereto and incorporated as though fully set forth herein:

**Exhibit 1**        District Boundary Map

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates set forth below.

**SCHELL VISTA FIRE PROTECTION DISTRICT**

By: *Emie J. ...*  
Title: *BOARD CHAIR*

Date: *8/14/14*

**CITY OF SONOMA**

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

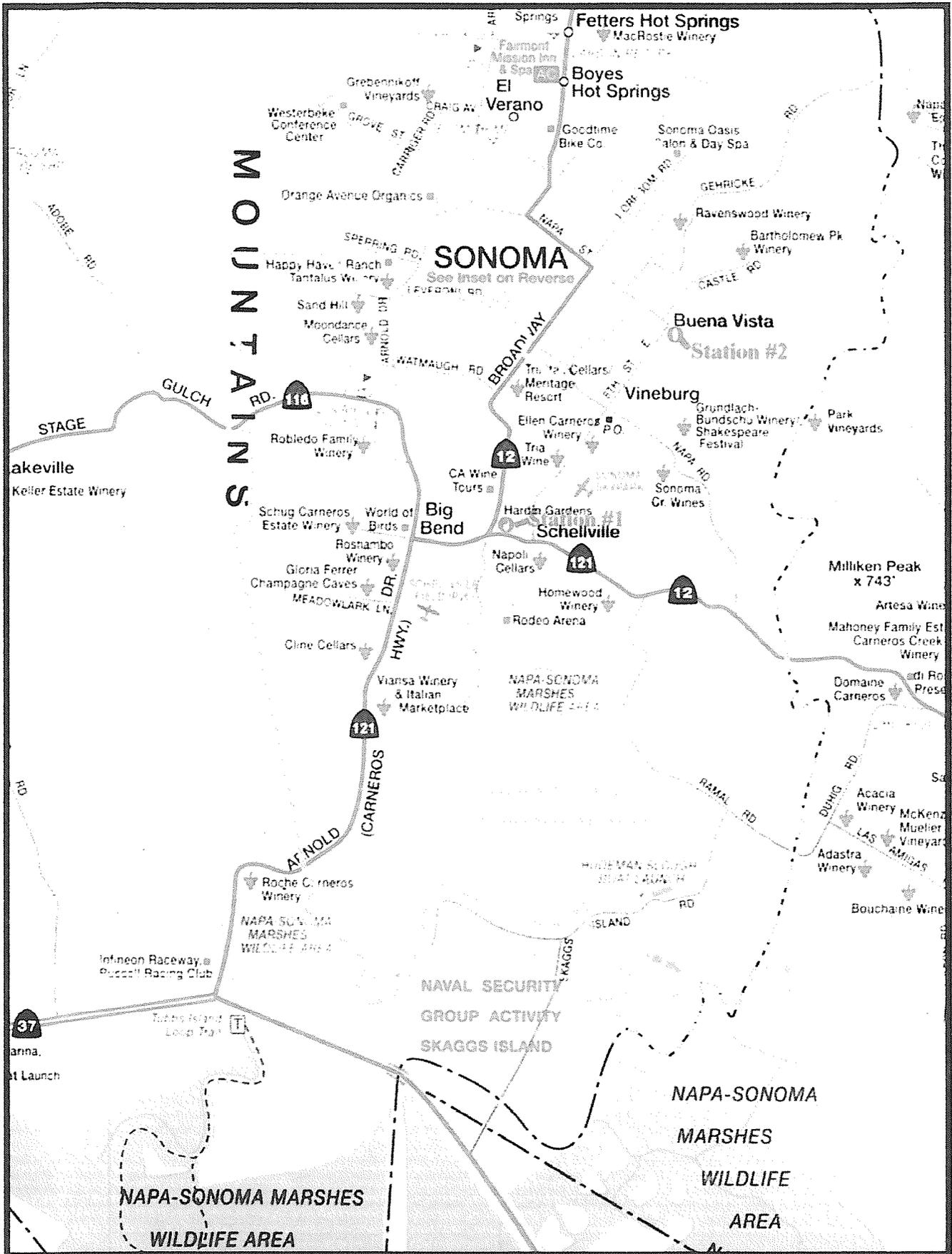
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey A. Walter, City Attorney





**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 4D

Meeting Date: 09/15/14

---

**Department**

Administration

**Staff Contact**

Gay Johann, Assistant City Manager / City Clerk

---

**Agenda Item Title**

Adoption of a resolution amending the Conflict of Interest Code.

---

**Summary**

The Political Reform Act of 1974 requires local government agencies to review its Conflict of Interest Code biennially. Staff has conducted this review and determined that the Conflict of Interest Code, adopted in 2010, was in need of amendment to the list of designated positions (Exhibit "A"). The proposed changes to the list of designated positions include the addition of the Finance Director position, updating the Assistant City Manager/City Clerk position title and the elimination of the positions of City Clerk/Assistant to the City Manager, Public Works Management Analyst, Parks Supervisor, Street Supervisor and Water Operation Supervisor. The Public Works Director has determined that these Public Works positions do not have purchasing authority to the extent requiring them to be included on the list.

---

**Recommended Council Action**

Accept the 2014 Biennial Notice and adopt the resolution.

---

**Alternative Actions**

N/A

---

**Financial Impact**

N/A

---

**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

Resolution  
2014 Biennial Notice

---

**Alignment with Council Goals:**

N/A

---

**cc:**

---

# **CITY OF SONOMA**

## **RESOLUTION NO. xx - 2014**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA ADOPTING A CONFLICT OF INTEREST CODE AND RESCINDING PREVIOUS RESOLUTIONS**

WHEREAS, the Political Reform Act of 1974 (Government Code Section 81000, et. seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations 18730) which contains the terms of a standard conflict of interest code and which may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act; and

WHEREAS, designated officials and employees shall file their statements of economic interests with the City Clerk of the City of Sonoma and such statements shall be open for public inspection and reproduction pursuant to Government Code section 81008. Statements for all designated officials and employees will be retained by the City of Sonoma.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sonoma as follows:

#### **SECTION 1. Incorporation of State Regulations by Reference**

With the additions noted below, the terms of Title 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission is hereby incorporated by reference and together with the List of Designated Positions and Disclosure Categories, as adopted by the City Council, shall constitute the Conflict of Interest Code of the City of Sonoma.

#### **SECTION 2. Designated Positions with Reporting Requirements**

Members of boards and commissions appointed by the City Council, consultants, and city employees holding designated positions as shown on Exhibit A shall be considered designated positions subject to reporting requirements under the Conflict of Interest Code, and shall disclose financial interests as set forth on Exhibit B which lists the individual disclosure categories. Said Exhibit A and Exhibit B are attached hereto and made a part hereof.

SECTION 3. Filing of Statements

Persons holding designated positions shall file Statements of Economic Interests with the City of Sonoma on Fair Political Practices Forms, in conformance with the individual disclosure categories and State guidelines.

SECTION 4. Late Filings and Failure to File Statements

Any violation of any provision of this Code is subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000 et seq.

BE IT FURTHER RESOLVED, all previous resolutions adopting and/or amending the City of Sonoma Conflict of Interest Code are hereby rescinded in their entirety.

The foregoing Resolution was adopted this 15<sup>th</sup> day of September 2014 by the following vote:

AYES:  
NOES:  
ABSENT:

---

Tom Rouse, Mayor

ATTEST:

---

Gay Johann  
Assistant City Manager / City Clerk

EXHIBIT "A"

LIST OF DESIGNATED POSITIONS  
AND DISCLOSURE CATEGORIES

\*\*\*see note below

<b>POSITION</b>	<b>DISCLOSURE CATEGORY</b>
Accountant	A
Administrative Services Manager	A
Assistant City Manager/ <del>City Clerk Administrative Services Director</del>	A
Associate Planner	C
Building Inspector	C
Chief of Police	A
<del>City Clerk/Assistant to the City Manager</del>	<del>A</del>
City Prosecutor	A
Contractual Consultants**	A
Deputy City Attorney	A
Deputy City Clerk	A
Development Services Director/Building Official	A
<del>Finance Director</del>	<del>A</del>
Fire Chief	A
<del>Fire Division Chief (City)</del>	<del>A</del>
<del>Management Analyst, Public Works</del>	<del>A</del>
<del>Parks Supervisor</del>	<del>A</del>
Planning & Community Services Director	A
Plans Examiner	C
Public Works Director	A
Public Works Operations Manager	A
Redevelopment Attorney	A
Senior Planner	C
<del>Street Supervisor</del>	<del>A</del>
<del>Water Operations Supervisor</del>	<del>A</del>

<b>COMMITTEES/COMMISSIONS</b>	<b>DISCLOSURE CATEGORY</b>
Community Housing Corp. Board of Directors	C
Community Services and Environment Commission	A
Design Review Commission	C
Mobilehome Park Rental Review Board	C
Traffic Safety Committee	C

\*\* **Contractual Consultant** means an individual who, pursuant to a contract with the City, makes or participates in making governmental decisions. The City Manager may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

\*\*\* City Council Members, Planning Commissioners, City Manager, City Attorney, and the City Treasurer are required to file statements of economic interests pursuant to Government Code Section 87200, and are therefore, not included in the list of Designated Positions required to file pursuant to the City's conflict of interest code.

EXHIBIT "B"

DISCLOSURE CATEGORIES

<u>CATEGORY</u>	<u>REPORTABLE INTERESTS</u>
A	Investments, business positions, income (including gifts, loans and travel payments) from sources located in or doing business in the City, interests in real property located in the City, including property located within a two-mile radius of any property owned or used by the City.
B	Investments, business positions, and sources of income (including gifts, loans and travel payments) from or in any business entity that engages in the type of services, supplies, materials, machinery, or equipment that is purchased or acquired by the employee's department. If the employee is involved in purchasing decisions that affect more than one department, then the employee shall disclose all income (including gifts, loans and travel payments) and investment interests and business positions in any business that engages in the type of services, supplies, materials, machinery or equipment that the City might reasonably be expected to purchase or acquire.
C	Investments in real property or interests in business positions in any business entity which owns property within the City or within a two-mile radius of any property owned or used by the City.

# 2014 Local Agency Biennial Notice

Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**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.**

This agency has reviewed its conflict of interest code and has determined that (check one box):

**An amendment is required. The following amendments are necessary:**

*(Mark all that apply.)*

- Include new positions (including consultants) that must be designated
- Revise disclosure categories
- Revise the titles of existing positions
- Delete positions that no longer make or participate in making governmental decisions
- Other *(describe)* \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is more than five years old, amendments may be necessary.)

---

## Verification

*This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of 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. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date

Complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2014**, or by the date specified by your agency, if earlier, to:

*(PLACE RETURN ADDRESS OF THE CODE REVIEWING BODY HERE)*

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC**



**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 4E

Meeting Date: 09/15/14

---

**Department**

Administration

**Staff Contact**

Gay Johann, Assistant City Manager / City Clerk

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**Agenda Item Title**

Acceptance of the 2014 Local Agency Biennial Notice for the Oversight Board to the Dissolved Sonoma Community Development Agency.

---

**Summary**

The Political Reform Act of 1974 requires local government agencies to review its Conflict of Interest Code biennially and to serve as the code reviewing body for any City agencies. The Oversight Board to the Dissolved Sonoma Community Development Agency adopted a Conflict of Interest Code on April 4, 2012. Staff has reviewed the code and did not identify any necessary amendments at this time.

---

**Recommended Council Action**

Accept the 2014 Biennial Notice.

---

**Alternative Actions**

N/A

---

**Financial Impact**

N/A

---

**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

---

**Attachments:**

2014 Biennial Notice  
Successor Agency Conflict of Interest Code

---

**Alignment with Council Goals:**

N/A

---

**cc:**

---

# CITY OF SONOMA

## RESOLUTION NO. 20 - 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA APPROVING THE ADOPTED CONFLICT OF INTEREST CODE OF THE OVERSIGHT BOARD TO THE DISSOLVED SONOMA COMMUNITY DEVELOPMENT AGENCY (CDA)

**WHEREAS**, pursuant to Government Code sections 87300 and 87301, the Oversight Board to the Dissolved Sonoma Community Development Agency (CDA) adopted a conflict of interest code on April 4, 2012; and

**WHEREAS**, pursuant to Sections 82011 and 87303 of the Government Code, the Oversight Board to the Dissolved Sonoma Community Development Agency has submitted its adopted code to the City Council of the City of Sonoma, the code reviewing body, for approval; and

**WHEREAS**, the adopted conflict of interest code of the Oversight Board to the Dissolved Sonoma Community Development Agency is attached hereto as Exhibit A and incorporated herein by reference; and

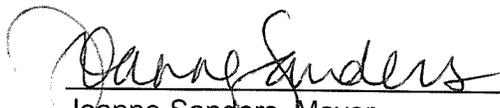
**WHEREAS**, pursuant to Government Code section 87303, the City Council as code reviewing body, may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission; and

**WHEREAS**, the proposed code as adopted is lawful under the Political Reform Act of 1974.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Sonoma does hereby approve the adopted conflict of interest code of the Oversight Board to the Dissolved Sonoma Community Development Agency, attached hereto as Exhibit A.

The foregoing resolution was adopted the 4<sup>th</sup> day of June 2012, by the following vote:

Ayes:	Barbose, Rouse, Brown, Gallian and Sanders
Noes:	None
Absent:	None

  
\_\_\_\_\_  
Joanne Sanders, Mayor

ATTEST:

  
\_\_\_\_\_  
Gay Johann, City Clerk

**OVERSIGHT BOARD TO THE DISSOLVED SONOMA COMMUNITY  
DEVELOPMENT AGENCY (CDA)**

**OVERSIGHT BOARD RESOLUTION NO. 02-2012**

**A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCESSOR AGENCY TO THE  
DISSOLVED SONOMA COMMUNITY DEVELOPMENT AGENCY ADOPTING A CONFLICT  
OF INTEREST CODE FOR THE OVERSIGHT BOARD**

WHEREAS, the Oversight Board to the Successor Agency to the dissolved Sonoma Community Development Agency has been appointed pursuant to the provisions of Health & Safety Code Section 34179; and

WHEREAS, the Oversight Board is deemed a local entity for purposes of the Political Reform Act; and

WHEREAS, pursuant to the Political Reform Act and regulations promulgated thereunder by the Fair Political Practices Commission ("FPPC"), a newly established local entity is required to adopt a conflict of interest code; and

WHEREAS, the Oversight Board finds and determines that it is appropriate to adopt as its conflict of interest code the model conflict of interest code promulgated by the FPPC as set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board as follows:

SECTION 1. Pursuant to the Political Reform Act of 1974, Government Code Section 87300 et seq., and Section 18730 of Title 2 of the California Code of Regulations, the Board adopts the model conflict of interest code promulgated by the Fair Political Practices Commission of the State of California as set forth in Section 18730 of Title 2 of the California Code of Regulations, which model conflict of interest code is incorporated herein by reference, and which, together with the list of designated positions and the disclosure categories applicable to each designated position as set forth in Sections 3 and 5 of this Resolution, collectively constitutes the Board's conflict of interest code. As the model conflict of interest code set forth in Section 18730 of Title 2 of the California Code of Regulations is amended from time to time by State law, regulatory action of the Fair Political Practices Commission, or judicial determination, the portion of the Board's conflict of interest code comprising the model conflict of interest code shall be deemed automatically amended without further action to incorporate by reference all such amendments to the model conflict of interest code so as to remain in compliance therewith. Nothing in this Resolution shall supersede the independent applicability of Government Code Section 87200.

SECTION 2. The definitions contained in the Political Reform Act of 1974 and in the regulations of the Fair Political Practices Commission, and any amendments to either of the foregoing, are incorporated by reference into this conflict of interest code.

SECTION 3. The following are the designated Board positions, the holders of which shall be required to file statements of economic interests: Oversight Board members.

SECTION 4. The code reviewing body for this conflict of interest code shall be the City Council of the City of Sonoma. This conflict of interest code shall be promptly submitted after its adoption by the Secretary to the Clerk of the City Council. Statements of economic interests shall be filed by Oversight Board members with the Clerk of the Sonoma City Council.

SECTION 5. The Board finds and determines that the persons holding the positions set forth in Section 3 make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

SECTION 6. Each person holding a designated position set forth in Section 3 shall report in every disclosure category set forth in the statement of economic interests promulgated by the FPPC to the extent such category is applicable to such person pursuant to the rules and regulations of the FPPC. The disclosure categories as promulgated by the FPPC may be amended from time to time and such amendments shall not require an amendment to this code or Resolution.

SECTION 7. Sections 3 and 6 of this Resolution constitute the Appendix referred to in subdivision (b)(2) of Section 18730 of Title 2 of the California Code of Regulations.

SECTION 8. Nothing contained in this Resolution is intended to modify or abridge the provisions of the Political Reform Act of 1974, Government Code Section 87000 et seq., or the FPPC regulations, Title 2 California Code of Regulations including Sections 18700 et seq. The provisions of this Resolution are additional to the Political Reform Act and FPPC Regulations. This Resolution shall be interpreted in a manner consistent with the Political Reform Act and FPPC regulations. In the event of any inconsistency between the provisions of this Resolution, on the one hand, and the Political Reform Act and/or the FPPC regulations, on the other hand, the provisions of the Political Reform Act and FPPC regulations shall govern.

SECTION 9. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

PASSED AND ADOPTED by the Oversight Board at a meeting held on the 4th day of April, 2012 with the following vote:

AYES: Blum, Calvert, Fogg, Sanders, Hudson, Roberts, Gibson  
NOES: None  
ABSENT: None

  
Joanne Sanders, Chair

ATTEST:

  
Cathy Lanning, Secretary



**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 4F

Meeting Date: 09/15/2014

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**Department**

Administration

**Staff Contact**

Gay Johann, Assistant City Manager/City Clerk

---

**Agenda Item Title**

Approval of the allocation of a free day use at the Sonoma Veteran's Memorial Building as requested by the Congregation Shir Shalom for the annual Jewish Winemakers Tasting and Nosh on April 12, 2015.

---

**Summary**

As a benefit to the many non-profit, school, veterans and other local volunteer organizations the City allocates "free days" of use at the Sonoma Veteran's Memorial Building. These "free days" are made possible through an agreement the City has with the County of Sonoma. Pursuant to the agreement dated June 16, 2014, the City will receive fifteen "free days" of use at the Sonoma Veteran's Memorial Building in exchange for \$15,000 for fiscal year 2014/15.

A free day allocation allows a group use of the facility for up to twelve hours on the date of their event free of charge as long as the building is left clean and is secured upon departure. All use of the facility is subject to the terms and conditions of the County's standard use agreement for the building. Groups are required to provide a refundable security and cleaning deposit at the time of booking.

Per the terms of the 2014/15 agreement, ten of the City's free days were for weekend days (Friday 5 p.m. thru Sunday midnight), and five were for mid-week use. Free day events may not be held on a County-observed holiday or any day that the use would conflict with use of the building by a Veterans organization.

If this free day request is approved the City will have one weekend free day and two weekday free days left for the remainder of the fiscal year.

---

**Recommended Council Action**

Approve the request for a free day.

---

**Alternative Actions**

Council discretion.

---

**Financial Impact**

\$15,000 has been included in the 2014/15 budget. \$1,000 is remitted to the County for each free day approved.

---

**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

Requests for free day

---

**Alignment with Council Goals:**

*Provide continuing leadership as elected officials and residents of the community by taking steps to assure a safe and vibrant community.*

---

cc: Via email: M. Leader

*Sunday*

**Gay Johann**

---

**From:** Maddy <maddy@maddyleader.com>  
**Sent:** Monday, September 08, 2014 2:38 PM  
**To:** Gay Johann  
**Cc:** 'Ross Kaplan'; Avram Goldman  
**Subject:** Jewish Winemakers Tasting and Nosh

**Hello Gay,**

**I hope you are doing well. We have moved our 5<sup>th</sup> Annual Jewish Winemakers Tasting and Nosh to April 12, 2015 from the October date as in the past.**

**We have a contract with the County to hold the event at The Sonoma Veterans Memorial Building .**

**We are hoping to be placed on the City Consent Calendar for the “Free Day”.**

**Please let me know if you need any further information.**

**Thank you so much.**

**Best regards,**

*Maddy*

Maddy Leader

1<sup>st</sup> Vice President

Staff/Calendar Coordinator

Congregation Shir Shalom

[maddy@shir-shalom.org](mailto:maddy@shir-shalom.org)

(707)935-3636 office

707) 291-0554 mobile

(707)938-7099 home



**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 4G

Meeting Date: 09/15/2014

---

**Department**

Administration

**Staff Contact**

Gay Johann, Assistant City Manager/City Clerk

---

**Agenda Item Title**

Approval and ratification of the reappointment of Pam Personette to the Cultural and Fine Arts Commission.

---

**Summary**

The Cultural & Fine Arts Commission consists of seven members and one alternate who serve at the pleasure of the City Council. Appointments are made when a nomination by the Mayor is ratified by the City Council.

Ms. Personette has served on the Commission since September 3, 2008. Mayor Rouse has nominated her for reappointment for an additional two-year term ending September 3, 2016.

---

**Recommended Council Action**

Ratify the nomination.

---

**Alternative Actions**

Council discretion.

---

**Financial Impact**

N/A

---

**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

---

**Attachments:**

None

---

**Alignment with Council Goals:**

N/A

---

**cc:** P. Personette via email

---



**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 4H

Meeting Date: 9/15/2014

---

**Department**

Public Works

**Staff Contact**

Dan Takasugi, Public Works Director / City Engineer

---

**Agenda Item Title**

Approval of Amendment No. 2 to Lease Agreement between the City of Sonoma and the Valley of the Moon Petanque Club; and Amendment No. 1 to Lease Agreement with Sonoma Sister Cities Association to add additional Bocce Courts at Depot Park.

---

**Summary**

The Valley of the Moon Petanque Club (VOMPC) and the Sonoma Sister Cities Association (SSCA) worked with the City to accommodate the expansion of existing courts. Negotiations included: 1) SSCA adding two additional Bocce Courts; 2) VOMPC relocation of one Petanque Court area to accommodate the SSCA. The City allocated an additional (unused grass area) plot not previously included in the leased area in Depot Park, to the northwest of the existing Petanque Courts. Both lease amendments provide for a 10-year extension from the current date.

The City Engineer met with VOMPC and SSCA representatives on several occasions, to determine the physical location of the two new bocce courts and relocation of one Petanque Court. The location is illustrated on a map (Exhibit "B"). The expansion plan was reviewed and approved by the City Facilities Committee on August 11, 2014.

---

**Recommended Council Action**

Approve Amendment No. 2 to the Lease Agreement with Valley of the Moon Petanque Club and, Amendment No.1 to the Lease Agreement with the Sonoma Sister Cities Association, and Authorize the City Manager to execute said amendments.

---

**Alternative Actions**

Council discretion.

---

**Financial Impact**

The VOMPC's agreement assigns a rental fee of \$1.00 per year and that would not change. The proposed SSCA lease agreement also assigns a rental fee of \$1.00 per year that would not change. All court expansion and relocation costs would be funded by the lessee's.

---

**Environmental Review**

**Status**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

Amendment No. 2 to Lease Agreement with VOMPC  
Amendment No. 1 to Lease Agreement with SSCA  
Lease Agreement with VOMPC dated May 1, 2002  
Lease Agreement with SSCA dated July 1, 2008

---

**Alignment with Council Goals:**

Not directly aligned with Council Goals.

---

**cc:**

---



AMENDMENT NO. 1  
To  
Lease Agreement between  
City of Sonoma and  
Sonoma Sister Cities Association  
Bocce Courts

This first amendment to the August 1, 2008 lease agreement between the City of Sonoma and the Sonoma Sister Cities Association (“Tenant”) is executed at Sonoma California, on September 15, 2014.

Whereas, the lease of property located on First Street East in the southeasterly portion of Depot Park in Sonoma, California, herein referred to as “Original Property;” and;

Whereas, the Sonoma Sister Cities Association has requested to lease an additional portion of the Original Property to establish two additional Bocce Courts;

IT IS AGREED that:

1. Paragraph 1 of the Agreement pertaining to the description of Property is amended as illustrated and described in EXHIBIT A, with the dimensions of the Bocce Courts, existing and proposed new courts. EXHIBIT B shows the location and nearby features of the proposed new courts.

Construction of new Bocce Courts will be at the expense of the Sonoma Sister Cities Association. Tenant obligations regarding construction and notification are specified in Section 12 of the Agreement under REQUIRED GOVERNMENTAL APPROVALS and Section 20 of the Agreement under IMPROVEMENTS.

2. Paragraph 2 of the Agreement pertaining to the term of the lease is amended to state a new termination date of September 15, 2024.
3. In accordance with California Civil Code Section 55.53, the City acknowledges that the property being leased has not undergone an inspection by a Certified Access Specialist.
4. All other provision of August 1, 2008 Agreement remains unchanged between the City of Sonoma and the Sonoma Sister Cities Association shall remain in full force and effect.

Executed September 15, 2014 in the City of Sonoma, County of Sonoma, State of California.

LANDLORD:

TENANT:

By:

By:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

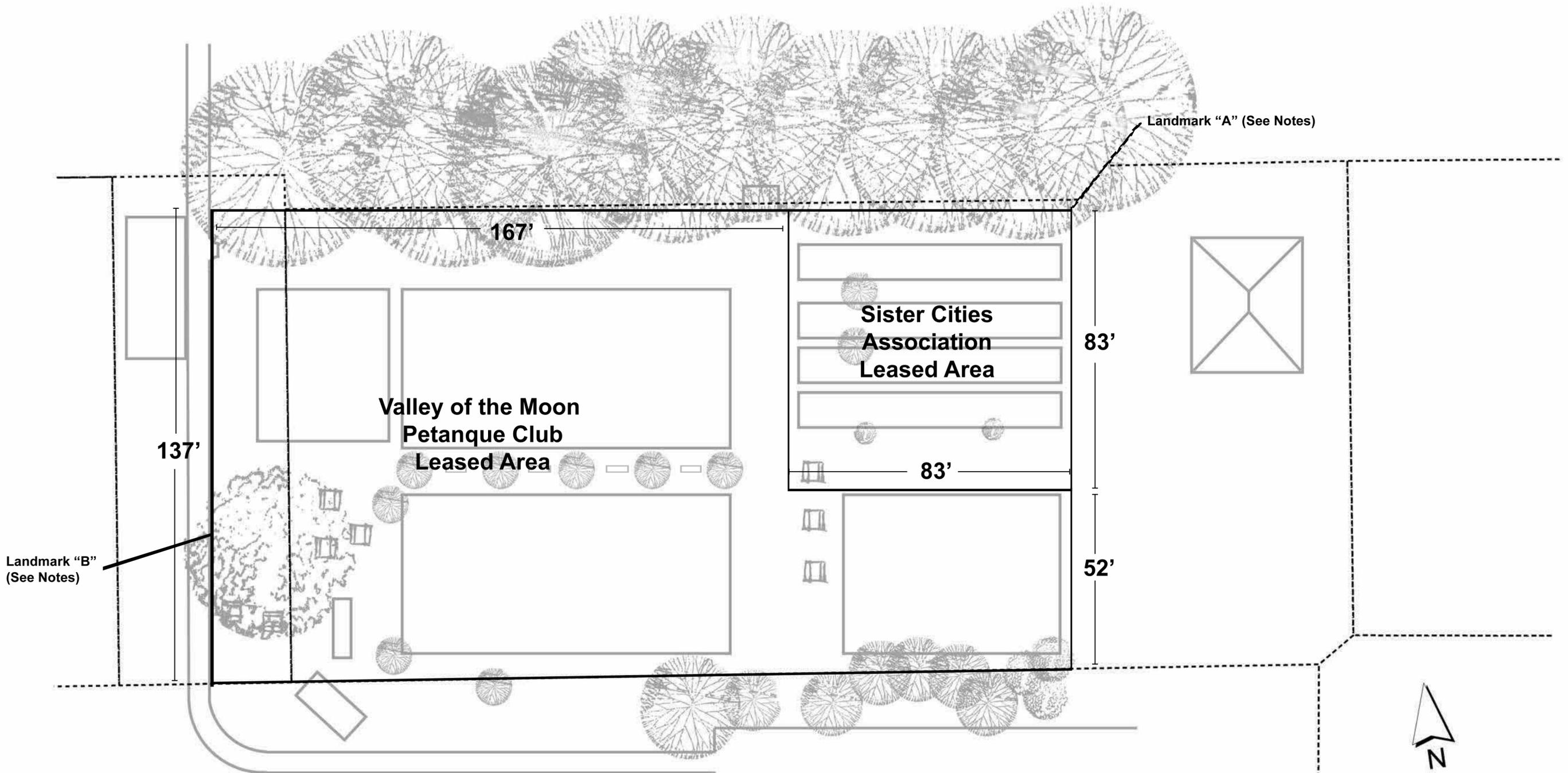
\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**Notes and Legend**

Landmark "A" lies at the intersection of two fence lines at the northwesterly corner of the parcel of land formerly owned by Maysonnave, now owned by the City of Sonoma, known as 289 First St. East. Landmark B lies along the easterly edge of paving of the existing bike path section running across the parcel from north to south.

- Parcel Boundaries
- Leased Area Boundaries
- (Grey Features) Important Site Landmarks and Features

Approximate Scale\*:  
1 inch = 20 feet

*Exhibit A*

# Petanque & Bocce Ct. Areas

289 First St. East  
Prepared by: Chris Pegg

06/26/2014

\*When printed 18" x 24"

Depot Park

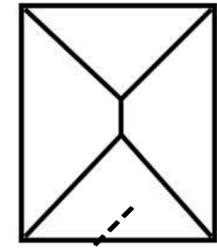
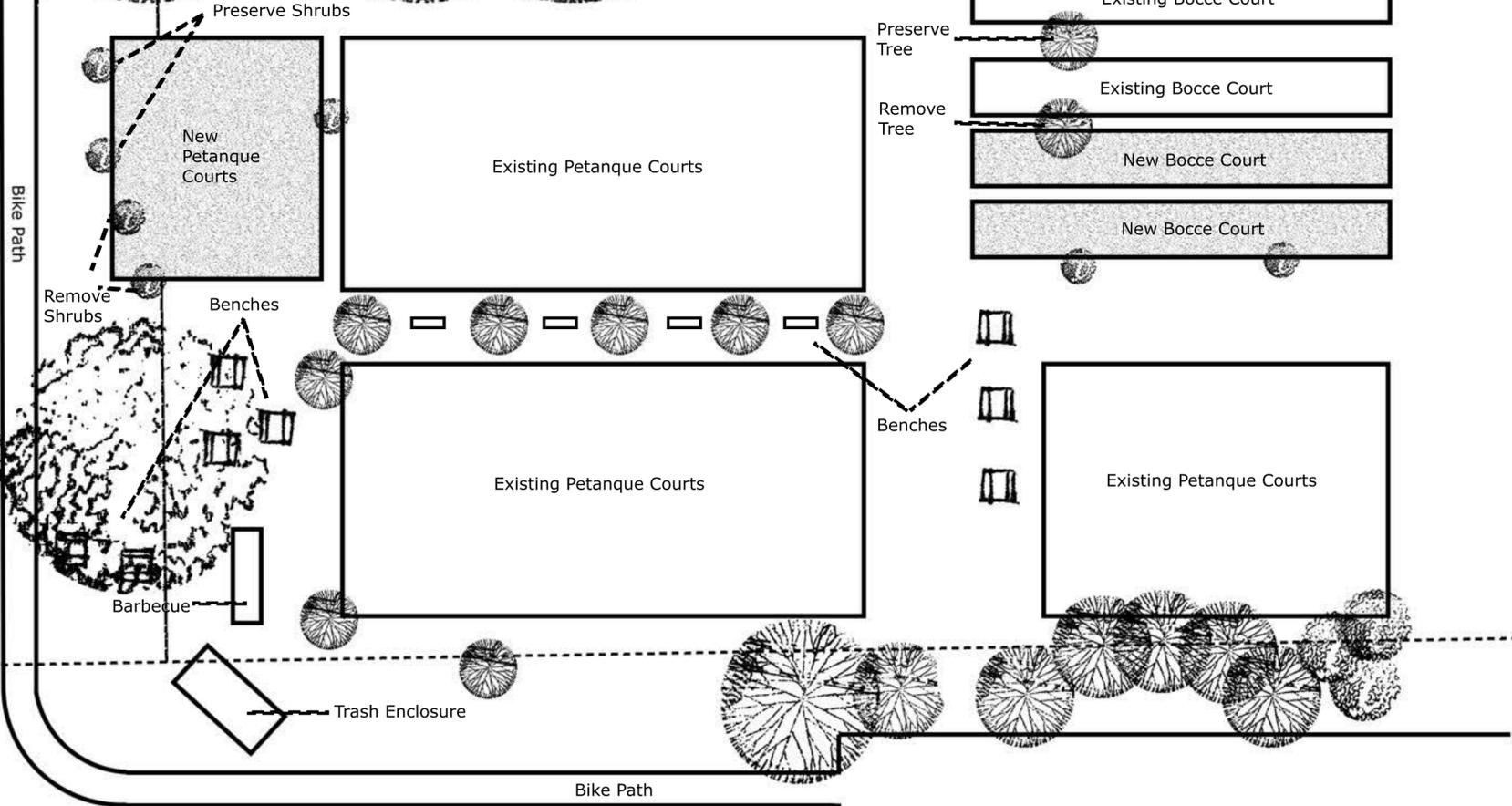
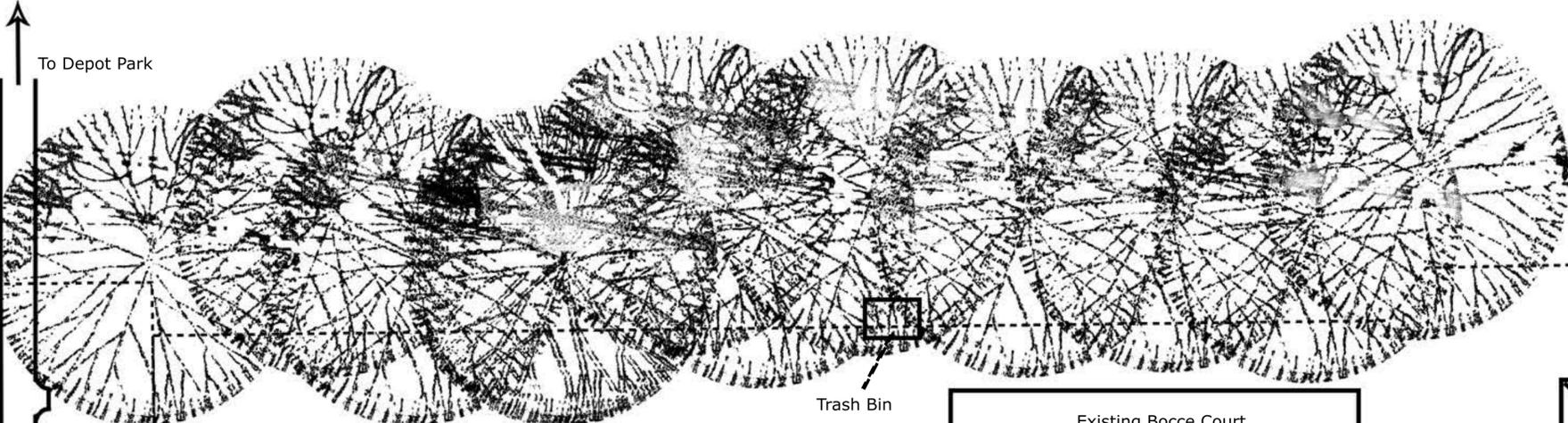
Depot Park

To Depot Park

Well 3 Pump Building and Storage Shed

Private Lands

Private Lands



Approximate Scale\*:  
1 inch = 20 feet

Exhibit B

# Petanque & Bocce Court Expansion

289 First St. East  
Prepared by: Chris Pegg

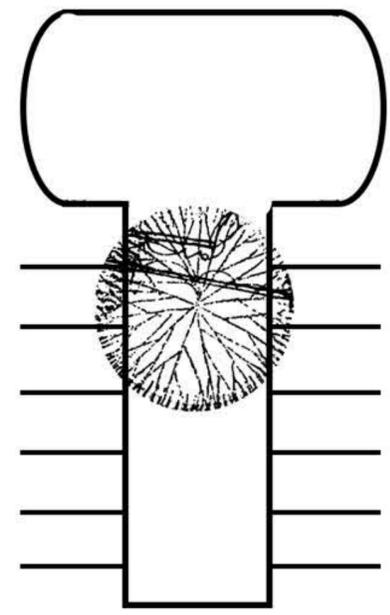
06/26/2014

\*When printed 18" x 24"

### Inset Map: Site Context



Casa Grande Bus Parking



Casa Grande State Park Parking Area

**AMENDMENT NO. 1**  
to  
**Lease Agreement between**  
**City of Sonoma and Valley of the Moon Petanque Club**

Whereas, City of Sonoma ("Landlord") and Valley of the Moon Petanque Club ("Tenant") entered into a Lease Agreement ("Agreement") dated May 1, 2002 for the lease of property located on First Street East in the southeasterly portion of Depot Park in Sonoma, California, herein referred to as "Original Property;" and

Whereas, the Sonoma Sister Cities Association has requested to lease a portion of the Original Property to establish two bocce courts; and

Whereas, the Board of the Valley of the Moon Petanque Club, at its meeting of March 5, 2008, has approved the allocation of the northeast corner of the petanque courts for the Sonoma Sister Cities Association's bocce courts.

IT IS AGREED that:

1. Paragraph 1 of Agreement pertaining to the description of Property is amended as illustrated and described in Exhibits "A-1," "B," and "B-1."
2. Paragraph 2 of Agreement pertaining to the term of the lease is amended to state a new termination date of July 31, 2018.
3. All other provisions of Agreement remain unchanged.

Executed 8/26/2008, 2008, in the City of Sonoma, County of Sonoma, State of California.

LANDLORD:

TENANT:

By:   
City Manager

By:   
President, Board of Directors

Attest:

By: 



**EXHIBIT "A-1"  
PETANQUE COURTS  
LOCATION MAP**

NOT TO  
SCALE

SEE EXHIBIT "B"

PETANQUE  
COURTS/  
BOCCIE COURT

FIRST STREET EAST

FIRST STREET WEST

SPAN STREET

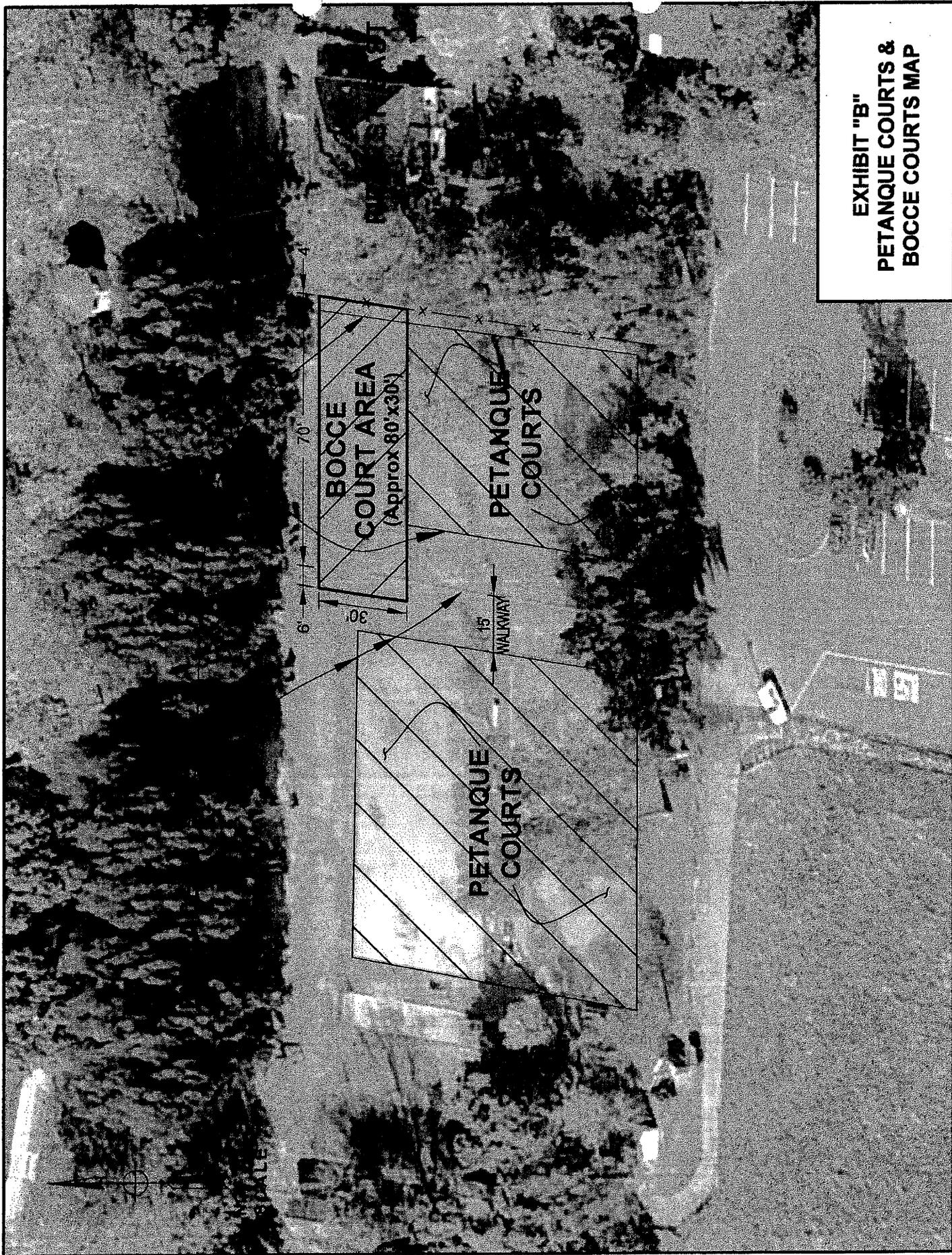
## **Exhibit "B-1"**

### **Description of Premises – Bocce Courts**

The Bocce Court area is an area adjacent to and north of the existing Petanque Courts located in Depot Park, Sonoma, California and adjacent to and west of 289 First Street East (see Exhibits "A-1" and "B"). The Bocce Court is a rectangular area approximately 80 feet by 30 feet as depicted in Exhibit "B."

### **Description of Premises - Amended Petanque Courts Area**

The original Petanque Courts area is described in Exhibit "A" as prepared by John Bonnoit, the former City Engineer for the City of Sonoma. The amended Petanque Courts area is the original area as described in Exhibit "A" minus the Bocce Court area described above.



**EXHIBIT "B"**  
**PETANQUE COURTS &**  
**BOCCIE COURTS MAP**

LEASE

THIS LEASE AGREEMENT is made this 1st day of May, 2002, by and between the CITY OF SONOMA, hereinafter sometimes referred to as "LANDLORD", and the VALLEY OF THE MOON PÉTANQUE CLUB, hereinafter sometimes referred to as "TENANT".

WITNESSETH:

THE PARTIES DO HEREBY COVENANT, PROMISE AND AGREE AS FOLLOWS:

DESCRIPTION OF PROPERTY

1. THE CITY OF SONOMA hereby leases to the VALLEY OF THE MOON PÉTANQUE CLUB, for the term of this Agreement, the property located on First Street East in the southeasterly portion of Depot Park in Sonoma, California, more precisely described in Exhibit "A" which is attached to this Lease and incorporated herein by reference and which is hereinafter called the "Premises."

LEASE TERM

2. Basic Term: The term of this lease is for a period of ten (10) years, commencing on May 1, 2002, and terminating on April 30, 2012, unless sooner terminated or extended, as otherwise provided by the terms of this lease or by law.

3. Option to Extend Term: TENANT is hereby granted an option to extend the term for one (1) ten (10) year period following expiration of the term, exercised by giving written notice to LANDLORD of TENANT's intent to exercise such option at least one-hundred-eighty (180) days before the expiration of the ten (10) year term. The option term shall be on the same terms and conditions set forth herein, unless modified in writing.

4. Limitation on Option: In the event that: a) TENANT is in default on the date of giving the option notice; or b) TENANT is in default on the date the option term is to commence; or c) TENANT has a history of defaults under this Lease, namely, defaults on three or more occasions that are documented and which were either cured by TENANT or for which LANDLORD elected not to pursue its remedies; then, at LANDLORD's election, exercised by notice, the option notice to extend the term shall not be effective, the option term shall not commence, and this Lease shall expire at the end of the basic term unless earlier terminated by LANDLORD under the provisions of this Lease.

5. The rent for said property shall be one dollar (\$1.00) per year during the Lease Term, due and payable on the first of May each and every year.

NEGATION OF PARTNERSHIP AND JOINT VENTURE

6. Nothing in this Lease shall be construed to render LANDLORD, in any way, or for any purpose, a partner, joint venturer or associate, in any relationship with TENANT, other than that of LANDLORD and TENANT, nor shall this Lease be construed to authorize either to act as agent for the other.

### TAXES AND ASSESSMENTS

7. TENANT recognizes and understands that this Lease may create a possessory interest subject to property taxation and that TENANT may be subject to the payment of property taxes levied on such interest. TENANT agrees to promptly pay any such tax.

### UTILITIES

8. TENANT shall pay promptly as they become due all charges for the furnishing of electricity, garbage service, and other public utilities to the Premises during the term of this lease, including any water tax or water rate imposed on the Premises for the furnishing of water to such Premises during the term of this lease.

### USES, PURPOSES AND ACCESS

9. Permitted Uses: TENANT shall use and permit the use of the Premises only for operation of pétanque courts and related facilities primarily for the not-for-profit use of persons in organized pétanque events and for such other uses which are found to be consistent with this Lease and incident and directly related to the uses permitted herein as may be approved by the City Manager or his or her designee in writing from time to time, subject to any conditions which may be imposed upon the granting of such approval.

a. TENANT shall not do or permit anything to be done in or about the Premises, or come to keep anything therein, which will in any way constitute a nuisance or affect fire or other insurance on the Premises, or which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy, use or safety of the Premises which is or may hereafter be enacted or promulgated by any public authority nor shall TENANT store any hazardous materials on the Premises.

b. TENANT shall not commit or suffer to be committed any waste on the Premises or obstruct or interfere with the rights of other tenants of LANDLORD, or annoy them, or allow the Premises used for any improper, unlawful or objectionable purpose.

c. TENANT shall not place or maintain or permit the placing or maintaining of any sign or device of any kind, nature or description on the Premises without the written approval of the City Manager.

d. Except at such times when TENANT has expressly scheduled the use of the Premises for events permitted herein, the Premises shall remain open to the use of other members of the public without fee or charge or restriction except as imposed by LANDLORD.

10. Changes in Permitted Uses: TENANT may use the Premises, or permit them to be used, for any other lawful purpose which, in the sole determination of LANDLORD, would not interfere with the use or development of the remainder of the surrounding park in a matter determined by LANDLORD to be in the public interest. Any such change of use shall be made only upon LANDLORD'S prior written consent.

### ASSIGNMENT SUBLETTING

11. Assignment by TENANT: TENANT shall have no right to encumber the leasehold hereunder in any manner and shall not assign, sublet, hypothecate or otherwise transfer whether voluntarily, involuntarily, or by operation of law, its interest in this Lease or any part thereof without the prior written approval of LANDLORD. No such assignment or transfer shall be valid or binding without said prior written approval, and

then only upon the condition that such assignee or other successor in interest shall agree in writing to be bound by each and all of the covenants, conditions and restrictions of this Lease. An attempted assignment or transfer not in compliance with the provisions of this article shall be grounds for LANDLORD's termination of this Lease. Consent to any assignment or transfer shall not be deemed a waiver of this requirement as to any subsequent assignment or transfer.

#### REQUIRED GOVERNMENTAL APPROVALS

12. TENANT shall procure and deliver to LANDLORD, at TENANT's expense, evidence of compliance with all then applicable codes, ordinances, regulations and requirements for permits and approvals, including, but not limited to, environmental approval, any required city zoning or planning approvals, grading permit, building permit, and any other approvals from governmental agencies or bodies having jurisdiction.

13. LANDLORD makes no covenant or warranties respecting the condition of the soil or sub-soil, or any other condition of the Premises. TENANT shall have the right to enter onto the Premises to make any tests it deems to be necessary to determine the condition of the soil, prior to the commencement of the term. All such tests made by or on behalf of TENANT shall be at TENANT'S sole expense. TENANT shall provide LANDLORD with a copy of any test results on commencement of the term.

#### LIABILITY AND WORKERS COMPENSATION INSURANCE

14. TENANT or any other individual, group or organization who applies for or reserves use of the pétanque court facility shall provide, to the City Clerk, at least five (5) days before the event, proof of insurance naming the City of Sonoma as an insured, and shall comply with all requirements of the Redwood Empire Municipal Insurance Fund (REMIF). This insurance and compliance with REMIF, at a minimum, shall consist of a comprehensive policy of public liability insurance issued by an insurance company or companies acceptable to LANDLORD, insuring both the organization as well as LANDLORD against loss and liability caused by or connected with the organization's use of the Premises. The amount shall be initially not less than one million dollars (\$1,000,000.00) for injury or death of one or more persons and two hundred fifty thousand dollars (\$250,000.00) for damage to or destruction of any property of other persons. The coverage thus provided shall be primary insurance and in the event of loss, shall be exhausted before any other carrier may be called upon to share in such loss. The amount of insurance shall be reviewed and may be increased by order of the City Council as provided in paragraph 16.

15. Any organization reserving or utilizing the pétanque court facilities shall keep on deposit with LANDLORD at all times certificates of required insurance, and every insurance policy required by this lease shall contain a provision that it may not be canceled for any reason on less than 30 days' prior written notice to LANDLORD. In the event that insurance has been canceled or otherwise is unavailable, any group not insured operating under the auspices of TENANT shall make no further use of the Premises until such time as insurance and compliance with the terms of this lease has been obtained.

16. With reference to paragraph 14, concerning liability insurance by TENANT, the minimum coverages and policy form specified in paragraph 14 are subject to review at the end of every two (2) year period this lease remains in effect. On such review, LANDLORD shall preliminarily determine whether it considers the coverage adequate in light of the value of money, the cost of coverage, the experience of the parties during the preceding two (2) years with respect to claims, actions, settlements, judgments and other matters relevant to the question of adequate insurance coverage. If LANDLORD determines that the coverage is not adequate, it shall specify the coverage requested, and TENANT shall continue to satisfy the requirements of paragraph 14 by procuring and filing proof of such additional coverage as requested by LANDLORD. If TENANT does not agree, the parties shall attempt to settle the question by negotiation and appropriate

modification of paragraph 14. However, if the parties are unable to agree after hearing before the Sonoma City Council, the decision of the Sonoma City Council shall be final.

17. Workers' Compensation Insurance: TENANT shall maintain workers' compensation insurance as is required by law.

#### PROTECTION OF LANDLORD AGAINST COST OR CLAIM

18. No reference to the Mechanic's Lien Law made in this Agreement shall be construed to be an agreement or an acknowledgment that such law applies to improvements constructed pursuant to this Agreement, or that such improvements are, or are not, public works. TENANT shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanic's Lien Law (commencing with California Civil Code §3109). No such payment shall be construed as rent. TENANT shall not suffer or permit to be enforced against the Premises, or any part of it, any mechanic's, material men's, contractors or subcontractor's lien arising from any work of improvement, however it may arise. However, TENANT may, in good faith and at TENANT's own expense, contest the validity of any such asserted lien, claim or demand, provided TENANT has furnished the bond required in Civil Code §3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such a lien claim). TENANT shall defend and indemnify LANDLORD against all liability and loss of any type arising out of work performed on the Premises by TENANT, together with all costs and expenses incurred by LANDLORD in negotiating, settling, defending or otherwise protecting against such claims.

19. If TENANT does not cause to be recorded the bond described in California Civil Code §3143 or otherwise protect the property under any alternative or successor statute, and a final judgment has been rendered against TENANT by a court of competent jurisdiction for the foreclosure of a mechanic's, material men's, contractor's or subcontractor's lien claim, and if TENANT fails to stay the execution of the judgment by lawful means or to pay the judgment, LANDLORD shall have the right, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien or both. TENANT shall reimburse LANDLORD for all sums paid by LANDLORD under this paragraph, together with all of LANDLORD's reasonable costs plus interest on those sums, and costs at the maximum rate an individual is permitted by law to charge from the date of payment until the date of reimbursement.

#### IMPROVEMENTS

20. TENANT shall not, without LANDLORD's prior written consent, construct, install, modify, alter, improve, repair or in any way change the Premises or any structure, facility, appliance or electrical or mechanical improvement now or hereafter in place on the Premises, except for the purposes necessary to day-to-day operation of pétanque courts.

#### TERMINATION & EXPIRATION

21. LANDLORD and TENANT agree that every condition, covenant and provision of this lease is material and reasonable. Any breach by TENANT of a condition, covenant or provision of this lease will constitute a material breach. For any material breach by TENANT, LANDLORD shall provide TENANT with a written notice that describes the breach and demands that TENANT cure the default (if a cure is possible). If TENANT does not cure the default within thirty (30) days, or if a cure is not possible, this lease will be terminated. Termination of this lease for a breach by TENANT will not occur unless the foregoing events occur.

22. TENANT'S Duty to Surrender: At the expiration or earlier termination of the term, TENANT shall surrender to LANDLORD the possession of that portion of the Premises occupied by TENANT. TENANT shall leave the surrendered Premises, and any other property, in the same condition as that existing on the commencement date, ordinary wear and tear excepted. All property that TENANT has used hereunder shall become LANDLORD'S property at termination of the Lease. If TENANT fails to surrender the Premises at the expiration or sooner termination of this Lease, TENANT shall defend and indemnify LANDLORD from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding TENANT found on or resulting from TENANT'S failure to surrender.

23. Holding Over: This Lease shall terminate without further notice at expiration of the term. Any holding-over by TENANT after expiration shall not constitute a renewal or extension or give TENANT any rights in or to the Premises except as expressly provided in this Lease. Notwithstanding the foregoing, no termination of this Lease shall release TENANT from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or date of surrender if it be later.

Specifically, the following shall constitute a default of the TENANT:

- a. Failure to pay rent when due;
- b. Use of the Premises for any unlawful purpose;
- c. Abandonment of the Premises;
- d. Assigning or submitting the leased Premises without the prior written consent of LANDLORD;
- e. Committing waste on the leased Premises;
- f. Maintaining, committing, or permitting the maintenance or commission of a nuisance on the leased Premises;
- g. Any material failure to keep the Premises in a sanitary condition or to dispose of all trash and garbage.
- h. Altering the Premises in any manner, except as provided in this lease agreement.
- i. Failure to perform any other provision, covenant, or condition of this lease.
- j. Upon six (6) months written notice to the other party.

LANDLORD'S NON LIABILITY: INDEMNIFICATION BY TENANT

24. Neither LANDLORD nor LANDLORD'S agents, employees and officers shall be liable for any loss of any property of TENANT or of anyone else by theft or otherwise. In addition, TENANT shall indemnify, hold harmless, release and defend LANDLORD, its agents, officers and employees from and against any and all actions, claims, damages, disabilities or expenses including witness costs and court costs that may be asserted by any person or entity, including TENANT, arising directly or indirectly out of or in connection with:

- a. The use of the Premises in any manner by TENANT, its agents, employees, invitees, licensees, contractors or others, including any use of the Premises not allowed under this Lease.
- b. Any breach by TENANT of the terms, covenants or conditions herein contained.
- c. Any other activities of TENANT, its agents, employees, invitees, licensees, contractors or others, arising under this Lease.

#### ATTORNEY'S FEES

25. In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this lease by him to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to his court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if any. The Court will determine who is the "prevailing party," whether or not the suit proceeds to final judgment. However, if an action is voluntarily dismissed, or dismissed pursuant to a settlement of the case, neither party will be entitled to recover its attorney's fees. The City of Sonoma specifically waives any right to recover treble or other punitive damages pursuant to California Code of Civil Procedure Section 1174.

#### CHANGES REQUIRING CONSENT OF LANDLORD

26. Delegation to City Manager: There are various provisions throughout this Lease that require consent of the "LANDLORD," such as, but not limited to: (1) Nature and extent of use in paragraphs 9 and 10 above; and (2) Assignment and subletting in paragraph 11. Except as otherwise specifically set forth, the City Manager is hereby authorized to act on behalf of the LANDLORD on all matters requiring LANDLORD's consent.

#### NO WAIVER

27. Waiver by either party of a breach of any covenant of this lease agreement will not be construed to be a continuing waiver of any subsequent breach. No waiver by either party of a provision of this lease agreement will be considered to have been made unless expressed in writing and signed by all parties.

#### TIME OF ESSENCE

28. Time is of the essence of each provision of this lease agreement.

#### MISCELLANEOUS

29. Captions: The captions of various articles and paragraphs of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease or of any part or parts of this Lease.

30. Gender: The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and each includes corporation, partnership or other legal entity when the context so requires.

31. Singular and Plural: The singular number includes the plural wherever the context so requires.

32. Merger: This Lease is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure §1856. No modification of this Lease shall be effective unless and until such modification is evidenced by a writing signed by both parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors and the warranties, representations and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

33. Successors: Subject to the provisions of this Lease on assignment, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

34. Applicable Law: This Lease shall be construed and interpreted in accordance with the laws of the State of California except as otherwise expressly provided herein, or as otherwise required by applicable law from time to time during the term.

35. Covenants and Conditions: All provisions of this Lease whether covenants or conditions, on the part of TENANT shall be deemed to be both covenants and conditions and such covenants shall survive termination.

36. No Discrimination: TENANT shall comply with all applicable federal, state and local laws, rules and regulations relating to non—discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition and handicap.

SERVICE OF NOTICES

37. For the purpose of service of process and service of notices and demands on TENANT, the address is:

VALLEY OF THE MOON PÉTANQUE CLUB  
Attn: Frank Pipal  
P.O. Box 863  
Sonoma, CA 95476

Notices, demands, and service of process for the CITY OF SONOMA may be served on MICHAEL FUSON, City Manager, or his successor at the following address:

City Hall  
No. 1 The Plaza  
Sonoma, CA 95476

Executed on May 1, 2002, in the City of Sonoma, County of Sonoma, State of California.

LANDLORD:

TENANT:

By: Michael Lujan  
City Manager

By: Frank Pifal  
President-Board of Directors

Attest:

Approved as to form:

By: Gay Rainsberger  
City Clerk

By: Thomas Pica  
City Attorney

**EXHIBIT "A"**

**Petanque Courts at Depot Park, City of Sonoma**

BEGINNING at the intersection of two fence lines at the northwesterly corner of the parcel of land formerly owned by Maysonnave, now owned by the City of Sonoma, and known as 289 First Street East; running thence Southerly 163 feet along an existing fence line to the northerly edge of an existing asphalt paved parking lot; thence running Westerly 260 feet, along a line defined by the northerly edge of said paved parking lot and the northerly edge of an asphalt paved pathway, to the intersection of said line with the southerly projection of the easterly edge of a concrete pathway; running thence Northerly 158 feet, along said southerly projection line and said easterly edge of said concrete pathway, to the westerly projection of the centerline of a row of large eucalyptus trees; thence running Easterly 260 feet along said tree line to the Point of Beginning.

Prepared March 18, 1998 by:  
John J. Bonnoitt RCE 14947  
City Engineer, City of Sonoma



Bocce

LEASE

THIS LEASE AGREEMENT is made this 1st day of July, 2008, by and between the CITY OF SONOMA, hereinafter sometimes referred to as "LANDLORD," and the SONOMA SISTER CITIES ASSOCIATION, hereinafter sometimes referred to as "TENANT."

WITNESSETH:

THE PARTIES DO HEREBY COVENANT, PROMISE AND AGREE AS FOLLOWS:

DESCRIPTION OF PROPERTY

1. THE CITY OF SONOMA hereby leases to the SONOMA SISTER CITIES ASSOCIATION, for the term of this Agreement, the property located on First Street East in the southeasterly portion of Depot Park in Sonoma, California, further described in Exhibit "A-1," "B" and "B-1" which is attached to this Lease and incorporated herein by reference and which is hereinafter called the "Premises."

LEASE TERM

2. Basic Term: The term of this lease is for a period of ten (10) years, commencing on August 1, 2008, and terminating on July 31, 2018, unless sooner terminated or extended, as otherwise provided by the terms of this lease or by law.

3. Option to Extend Term: TENANT is hereby granted an option to extend the term for one (1) ten (10) year period following expiration of the term, exercised by giving written notice to LANDLORD of TENANT'S intent to exercise such option at least one-hundred-eighty (180) days before the expiration of the ten (10) year term. The option term shall be on the same terms and conditions set forth herein, unless modified in writing.

4. Limitation on Option: In the event that: a) TENANT is in default on the date of giving the option notice; or b) TENANT is in default on the date the option term is to commence; or c) TENANT has a history of defaults under this Lease, namely, defaults on three or more occasions that are documented and which were either cured by TENANT or for which LANDLORD elected not to pursue its remedies; then, at LANDLORD's election, exercised by notice, the option notice to extend the term shall not be effective, the option term shall not commence, and this Lease shall expire at the end of the basic term unless earlier terminated by LANDLORD under the provisions of this Lease.

5. The rent for said property shall be one dollar (\$1.00) per year during the Lease Term, due and payable on the first of August each and every year.

NEGATION OF PARTNERSHIP AND JOINT VENTURE

6. Nothing in this Lease shall be construed to render LANDLORD, in any way, or for any purpose, a partner, joint venturer or associate, in any relationship with TENANT, other than that of LANDLORD and TENANT, nor shall this Lease be construed to authorize either to act as agent for the other.

## TAXES AND ASSESSMENTS

7. TENANT recognizes and understands that this Lease may create a possessory interest subject to property taxation and that TENANT may be subject to the payment of property taxes levied on such interest. TENANT agrees to promptly pay any such tax.

## UTILITIES

8. TENANT shall pay promptly as they become due all charges for the furnishing of electricity, garbage service, and other public utilities to the Premises during the term of this lease, including any water tax or water rate imposed on the Premises for the furnishing of water to such Premises during the term of this lease.

## USES, PURPOSES AND ACCESS

9. Permitted Uses: TENANT shall use and permit the use of the Premises only for operation of bocce ball courts and related facilities primarily for the not-for-profit use of persons in organized bocce ball events and for such other uses which are found to be consistent with this Lease and incident and directly related to the uses permitted herein as may be approved by the City Manager or his or her designee in writing from time to time, subject to any conditions which may be imposed upon the granting of such approval.

a. TENANT shall not do or permit anything to be done in or about the Premises, or come to keep anything therein, which will in any way constitute a nuisance or affect fire or other insurance on the Premises, or which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy, use or safety of the Premises which is or may hereafter be enacted or promulgated by any public authority nor shall TENANT store any hazardous materials on the Premises.

b. TENANT shall not commit or suffer to be committed any waste on the Premises or obstruct or interfere with the rights of other tenants of LANDLORD, or annoy them, or allow the Premises used for any improper, unlawful or objectionable purpose.

c. TENANT shall not place or maintain or permit the placing or maintaining of any sign or device of any kind, nature or description on the Premises without the written approval of the City Manager.

d. Except at such times when TENANT has expressly scheduled the use of the Premises for events permitted herein, the Premises shall remain open to the use of other members of the public without fee or charge or restriction except as imposed by LANDLORD.

10. Changes in Permitted Uses: TENANT may use the Premises, or permit them to be used, for any other lawful purpose which, in the sole determination of LANDLORD, would not interfere with the use or development of the remainder of the surrounding park in a matter determined by LANDLORD to be in the public interest. Any such change of use shall be made only upon LANDLORD's prior written consent.

### ASSIGNMENT SUBLETTING

11. Assignment by TENANT: TENANT shall have no right to encumber the leasehold hereunder in any manner and shall not assign, sublet, hypothecate or otherwise transfer whether voluntarily, involuntarily, or by operation of law, its interest in this Lease or any part thereof without the prior written approval of LANDLORD. No such assignment or transfer shall be valid or binding without said prior written approval, and then only upon the condition that such assignee or other successor in interest shall agree in writing to be bound by each and all of the covenants, conditions and restrictions of this Lease. An attempted assignment or transfer not in compliance with the provisions of this article shall be grounds for LANDLORD's termination of this Lease. Consent to any assignment or transfer shall not be deemed a waiver of this requirement as to any subsequent assignment or transfer.

### REQUIRED GOVERNMENTAL APPROVALS

12. TENANT shall procure and deliver to LANDLORD, at TENANT's expense, evidence of compliance with all then applicable codes, ordinances, regulations and requirements for permits and approvals, including, but not limited to, environmental approval, any required city zoning or planning approvals, grading permit, building permit, and any other approvals from governmental agencies or bodies having jurisdiction.

13. LANDLORD makes no covenant or warranties respecting the condition of the soil or sub-soil, or any other condition of the Premises. TENANT shall have the right to enter onto the Premises to make any tests it deems to be necessary to determine the condition of the soil, prior to the commencement of the term. All such tests made by or on behalf of TENANT shall be at TENANT's sole expense. TENANT shall provide LANDLORD with a copy of any test results on commencement of the term.

### LIABILITY AND WORKERS COMPENSATION INSURANCE

14. TENANT or any other individual, group or organization who applies for or reserves use of the bocce ball court facility shall provide, to the City Clerk, at least five (5) days before the event, proof of insurance naming the City of Sonoma as an insured, and shall comply with all requirements of the Redwood Empire Municipal Insurance Fund (REMIF). This insurance and compliance with REMIF, at a minimum, shall consist of a comprehensive policy of public liability insurance issued by an insurance company or companies acceptable to LANDLORD, insuring both the organization as well as LANDLORD against loss and liability caused by or connected with the organization's use of the Premises. The amount shall be initially not less than one million dollars (\$2,000,000.00) for injury or death of one or more persons and two hundred fifty thousand dollars (\$250,000.00) for damage to or destruction of any property of other persons. The coverage thus provided shall be primary insurance and in the event of loss, shall be exhausted before any other carrier may be called upon to share in such loss. The amount of insurance shall be reviewed and may be increased by order of the City Council as provided in paragraph 16.

15. Any organization reserving or utilizing the bocce ball court facilities shall keep on deposit with LANDLORD at all times certificates of required insurance, and every insurance policy required by this lease shall contain a provision that it may not be canceled for any reason on less than 30 days' prior written notice to LANDLORD. In the event that insurance has been canceled or otherwise is unavailable, any group not insured operating under the auspices of TENANT shall make no further use of the Premises until such time as insurance and compliance with the terms of this lease has been

obtained.

16. With reference to paragraph 14, concerning liability insurance by TENANT, the minimum coverages and policy form specified in paragraph 14 are subject to review at the end of every two (2) year period this lease remains in effect. On such review, LANDLORD shall preliminarily determine whether it considers the coverage adequate in light of the value of money, the cost of coverage, the experience of the parties during the preceding two (2) years with respect to claims, actions, settlements, judgments and other matters relevant to the question of adequate insurance coverage. If LANDLORD determines that the coverage is not adequate, it shall specify the coverage requested, and TENANT shall continue to satisfy the requirements of paragraph 14 by procuring and filing proof of such additional coverage as requested by LANDLORD. If TENANT does not agree, the parties shall attempt to settle the question by negotiation and appropriate modification of paragraph 14. However, if the parties are unable to agree after hearing before the Sonoma City Council, the decision of the Sonoma City Council shall be final.

17. Workers' Compensation Insurance: TENANT shall maintain workers' compensation insurance as is required by law.

#### PROTECTION OF LANDLORD AGAINST COST OR CLAIM

18. No reference to the Mechanic's Lien Law made in this Agreement shall be construed to be an agreement or an acknowledgment that such law applies to improvements constructed pursuant to this Agreement, or that such improvements are, or are not, public works. TENANT shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanic's Lien Law (commencing with California Civil Code §3109). No such payment shall be construed as rent. TENANT shall not suffer or permit to be enforced against the Premises, or any part of it, any mechanic's, material men's, contractors or subcontractor's lien arising from any work of improvement, however it may arise. However, TENANT may, in good faith and at TENANT's own expense, contest the validity of any such asserted lien, claim or demand, provided TENANT has furnished the bond required in Civil Code §3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such a lien claim). TENANT shall defend and indemnify LANDLORD against all liability and loss of any type arising out of work performed on the Premises by TENANT, together with all costs and expenses incurred by LANDLORD in negotiating, settling, defending or otherwise protecting against such claims.

19. If TENANT does not cause to be recorded the bond described in California Civil Code §3143 or otherwise protect the property under any alternative or successor statute, and a final judgment has been rendered against TENANT by a court of competent jurisdiction for the foreclosure of a mechanic's, material men's, contractor's or subcontractor's lien claim, and if TENANT fails to stay the execution of the judgment by lawful means or to pay the judgment, LANDLORD shall have the right, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien or both. TENANT shall reimburse LANDLORD for all sums paid by LANDLORD under this paragraph, together with all of LANDLORD'S reasonable costs plus interest on those sums, and costs at the maximum rate an individual is permitted by law to charge from the date of payment until the date of reimbursement.

#### IMPROVEMENTS

20. TENANT shall not, without LANDLORD's prior written consent, construct, install, modify, alter, improve, repair or in any way change the Premises or any structure, facility, appliance or electrical or mechanical improvement now or hereafter in place on the Premises, except for the purposes

necessary to day- to-day operation of bocce courts.

### TERMINATION & EXPIRATION

21. LANDLORD and TENANT agree that every condition, covenant and provision of this lease is material and reasonable. Any breach by TENANT of a condition, covenant or provision of this lease will constitute a material breach. For any material breach by TENANT, LANDLORD shall provide TENANT with a written notice that describes the breach and demands that TENANT cure the default (if a cure is possible). If TENANT does not cure the default within thirty (30) days, or if a cure is not possible, this lease will be terminated. Termination of this lease for a breach by TENANT will not occur unless the foregoing events occur.

22. TENANT's Duty to Surrender: At the expiration or earlier termination of the term, TENANT shall surrender to LANDLORD the possession of that portion of the Premises occupied by TENANT. TENANT shall leave the surrendered Premises, and any other property, in the same condition as that existing on the commencement date, ordinary wear and tear excepted. All property that TENANT has used hereunder shall become LANDLORD's property at termination of the Lease. If TENANT fails to surrender the Premises at the expiration or sooner termination of this Lease, TENANT shall defend and indemnify LANDLORD from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding TENANT found on or resulting from TENANT's failure to surrender.

23. Holding Over: This Lease shall terminate without further notice at expiration of the term. Any holding-over by TENANT after expiration shall not constitute a renewal or extension or give TENANT any rights in or to the Premises except as expressly provided in this Lease. Notwithstanding the foregoing, no termination of this Lease shall release TENANT from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or date of surrender if it be later.

Specifically, the following shall constitute a default of the TENANT:

- a. Failure to pay rent when due;
- b. Use of the Premises for any unlawful purpose;
- c. Abandonment of the Premises;
- d. Assigning or submitting the leased Premises without the prior written consent of LANDLORD;
- e. Committing waste on the leased Premises;
- f. Maintaining, committing, or permitting the maintenance or commission of a nuisance on the leased Premises;
- g. Any material failure to keep the Premises in a sanitary condition or to dispose of all trash and garbage.
- h. Altering the Premises in any manner, except as provided in this lease agreement.

- i. Failure to perform any other provision, covenant, or condition of this lease
- j. Upon six (6) months written notice to the other party.

LANDLORD'S NON LIABILITY: INDEMNIFICATION BY TENANT

24. Neither LANDLORD nor LANDLORD's agents, employees and officers shall be liable for any loss of any property of TENANT or of anyone else by theft or otherwise. In addition, TENANT shall indemnify, hold harmless, release and defend LANDLORD, its agents, officers and employees from and against any and all actions, claims, damages, disabilities or expenses including witness costs and court costs that may be asserted by any person or entity, including TENANT, arising directly or indirectly out of or in connection with:

- a. The use of the Premises in any manner by TENANT, its agents, employees, invitees, licensees, contractors or others, including any use of the Premises not allowed under this Lease.
- b. Any breach by TENANT of the terms, covenants or conditions herein contained.
- c. Any other activities of TENANT, its agents, employees, invitees, licensees, contractors or others, arising under this Lease.

ATTORNEY'S FEES

25. In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this lease by him to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to his court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if any. The Court will determine who is the "prevailing party," whether or not the suit proceeds to final judgment. However, if an action is voluntarily dismissed, or dismissed pursuant to a settlement of the case, neither party will be entitled to recover its attorney's fees. The City of Sonoma specifically waives any right to recover treble or other punitive damages pursuant to California Code of Civil Procedure Section 1174.

CHANGES REQUIRING CONSENT OF LANDLORD

26. Delegation to City Manager: There are various provisions throughout this Lease that require consent of LANDLORD, such as, but not limited to: (1) Nature and extent of use in paragraphs 9 and 10 above; and (2) Assignment and subletting in paragraph 11. Except as otherwise specifically set forth, the City Manager is hereby authorized to act on behalf of LANDLORD on all matters requiring LANDLORD's consent.

NO WAIVER

27. Waiver by either party of a breach of any covenant of this lease agreement will not be construed to be a continuing waiver of any subsequent breach. No waiver by either party of a provision of this lease agreement will be considered to have been made unless expressed in writing and signed by all parties.

#### TIME OF ESSENCE

28. Time is of the essence of each provision of this lease agreement.

#### MISCELLANEOUS

29. Captions: The captions of various articles and paragraphs of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease or of any part or parts of this Lease.

30. Gender: The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and each includes corporation, partnership or other legal entity when the context so requires.

31. Singular and Plural: The singular number includes the plural wherever the context so requires.

32. Merger: This Lease is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure §1856. No modification of this Lease shall be effective unless and until such modification is evidenced by a writing signed by both parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors and the warranties, representations and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

33. Successors: Subject to the provisions of this Lease on assignment, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

34. Applicable Law: This Lease shall be construed and interpreted in accordance with the laws of the State of California except as otherwise expressly provided herein, or as otherwise required by applicable law from time to time during the term.

35. Covenants and Conditions: All provisions of this Lease whether covenants or conditions, on the part of TENANT shall be deemed to be both covenants and conditions and such covenants shall survive termination.

36. No Discrimination: TENANT shall comply with all applicable federal, state and local laws, rules and regulations relating to nondiscrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition and handicap.

#### SERVICE OF NOTICES

36. For the purpose of service of process and service of notices and demands on TENANT, the address is:

SONOMA SISTER CITIES ASSOCIATION  
Attn: WM BOERUM PRESIDENT  
205 FIRST ST. WEST  
Sonoma, CA 95476

Notices, demands, and service of process for the CITY OF SONOMA may be served on LINDA KELLY, City Manager, or her successor at the following address:

City Hall  
No. 1 The Plaza  
Sonoma, CA 95476

Executed on Aug 26, 2008, in the City of Sonoma, County of Sonoma, State of California.

LANDLORD:

TENANT:

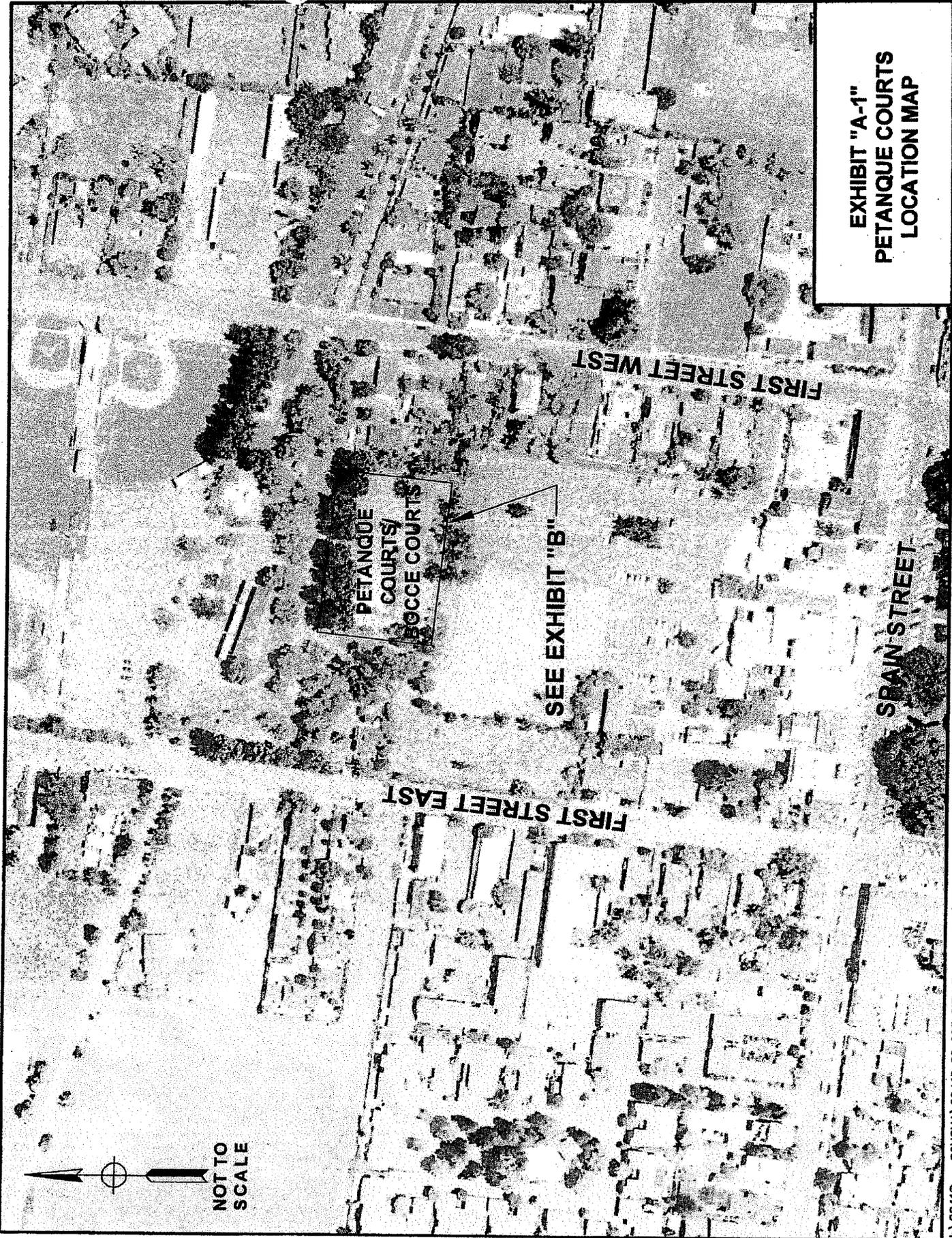
By: Linda Kelly  
City Manager

By: Maria Biasetto / Aug 26 - 2008  
VICE - President - Board of Directors

Attest:

By: Gay Reinsbarger  
City Clerk

**EXHIBIT "A-1"  
PETANQUE COURTS  
LOCATION MAP**

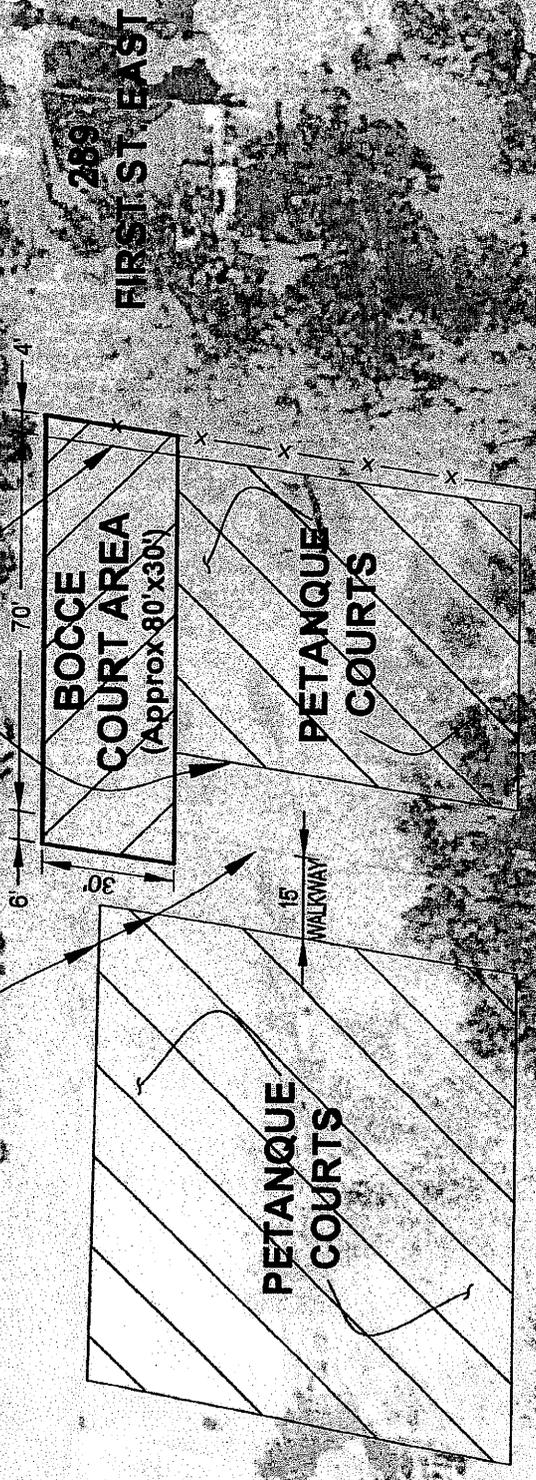


**NOT TO  
SCALE**



NOT TO SCALE

(E) HEADERS



**EXHIBIT "B"**  
**PETANQUE COURTS &**  
**BOCCE COURTS MAP**

## **Exhibit "B-1"**

### **Description of Premises – Bocce Courts**

The Bocce Court area is an area adjacent to and north of the existing Petanque Courts located in Depot Park, Sonoma, California and adjacent to and west of 289 First Street East (see Exhibits "A-1" and "B"). The Bocce Court is a rectangular area approximately 80 feet by 30 feet as depicted in Exhibit "B."

### **Description of Premises - Amended Petanque Courts Area**

The original Petanque Courts area is described in Exhibit "A" as prepared by John Bonnoit, the former City Engineer for the City of Sonoma. The amended Petanque Courts area is the original area as described in Exhibit "A" minus the Bocce Court area described above.



*City of Sonoma*  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 41

Meeting Date: 09/15/2014

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**Department**

Administration

**Staff Contact**

Gay Johann Assistant City Manager / City Clerk

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**Agenda Item Title**

Approval and Ratification of the Appointment of Kate Schertz to the Cultural and Fine Arts Commission for a two-year term.

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**Summary**

The Cultural and Fine Arts Commission (CFAC) consists of seven members and one alternate. A minimum of five of the regular members and the alternate must be City residents. Appointments are made when a nomination made by the Mayor is ratified by the City Council.

This appointment will be to fill the position vacated by Lorna Sheridan upon her completion of six years on the Commission and decision to not seek reappointment.

Mayor Rouse has nominated Kate Schertz, the current CFAC Alternate, for appointment to an initial two-year term ending September 15, 2016.

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**Recommended Council Action**

Approve and ratify the appointment.

---

**Alternative Actions**

Council discretion.

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**Financial Impact**

N/A.

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

None

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**cc:**

Kate Schertz via email

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**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 4J

Meeting Date: 09/15/14

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**Department**

Planning

**Staff Contact**

David Goodison, Planning Director

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**Agenda Item Title**

Adoption of a resolution distributing Growth Management allocations for the 2014-15 development year.

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**Summary**

The Growth Management Ordinance establishes a process for annually distributing development allocations for the purpose of determining which large residential projects may apply for planning approval, while limiting residential development to an average of 65 units per year. In essence, the Growth Management allocations correspond to potential residential units, with one allocation equaling one unit that may be applied for in a proposed development. As provided for in the Ordinance, there are 69 allocations to be distributed for the 2014-15 development year, beginning with the annual base amount of 65 allocations, plus four unused allocations carried over from the previous development year. (In previous years, the base was 88, but this number was reduced to 65 as part of an amendment to the ordinance adopted in 2008). As required by the ordinance, the base amount of allocations is reduced by the amount of small development (four units or fewer) constructed within the last 12 months and 30 allocations are reserved for "infill" developments. Next, any remaining allocations are distributed first to properties which have received some but not all of their requested allocations and then to properties on the waiting list, on a first-come, first-served basis. After deducting small development units constructed in the preceding 12 months and of the set-aside for infill development, 35 allocations are available to be distributed for the 2014-2015 development year. The attached resolution would distribute those allocations in the manner prescribed by the Growth Management Ordinance.

---

**Recommended Council Action**

Adopt resolution distributing Growth Management allocations.

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**Alternative Actions**

Modify the resolution consistent with the parameters of the Growth Management Ordinance.

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**Financial Impact**

N.A.

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Alignment with Council Goals:**

The implementation of the Growth Management Ordinance aligns with the "Policy and Leadership" goal of the City Council.

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**Attachments:**

1. Supplemental Report
2. Resolution

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**cc:** Les Peterson  
Bennet Martin

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## SUPPLEMENTAL REPORT

### Distribution of 2014-15 Growth Management Allocations

*For the City Council meeting September 15, 2014*

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#### **Background**

Pursuant to the City's Growth Management Ordinance (Chapter 19.94 of the Sonoma Municipal Code), the City annually distributes allocations for the purpose of determining which projects of five or more units will be eligible to proceed through the planning review process. The ordinance establishes a "development year," running from September 1st to August 31<sup>st</sup>, with the distribution of allocations occurring in September of each year. Growth management allocations correspond to residential units that may ultimately be built, after a project receives planning approvals. While in prior years, the annual distribution began with a base of 88 allocations, an amendment to the ordinance adopted by the City Council in 2008 reduced the annual base to 65 allocations, plus any carry over of unused allocations from the previous development year. The process used to distribute allocations is as follows:

1. Small developments (four units or fewer) constructed during the preceding twelve months are deducted from the base of 65 allocations.
2. 30 allocations are reserved for infill development for the development year.
3. Up to 20 allocations per project are allocated to prospective developments that have not already received their full number of allocations, including projects that benefited from a processing exemption, as defined in the ordinance.
4. Any remaining allocations are distributed on a first-come, first-served basis to prospective developments on the Pre-application Waiting List (not to exceed twenty allocations per project per year). If not all of the allocations are distributed, the remainder is carried forward to the next development year, except that the total number of allocations may not exceed 97.

A development application may not be filed until 100% of the requested allocations have been received.

#### **Distribution of Allocations for the 2013-14 Development Year**

The base allocation for the 2014-15 development year is 69 units, as four unused allocations are carried over from the previous year. There were 4 units of small development over the last twelve months and 30 allocations are set aside for infill development. With these deductions, a net allocation pool of 35 is available. As discussed above, these allocations are first assigned (at a maximum of 20 per year) to prospective developments that have received some, but not all of their allocations. This year, there is one such development, the Peterson property, at 245 First Street East, for which 53 allocations have been requested and 52 have been received.

Lastly, allocations are distributed to properties that have applied for allocations but that have not yet received any. This year, there is one property in this category, at 424 Denmark Street, for which 30 allocations are requested.

**Recommendation**

Adopt the attached Resolution distributing Growth Management allocations for the 2014-15 development year.

**CITY OF SONOMA**

**RESOLUTION XX-2014**

**DISTRIBUTION OF GROWTH MANAGEMENT ALLOCATIONS  
FOR THE 2014-15 DEVELOPMENT YEAR**

WHEREAS, the City of Sonoma Growth Management Ordinance (Chapter 19.94 of the Sonoma Municipal Code) establishes procedures for the distribution of allocations on an annual basis; and,

WHEREAS, the City Council has considered the information presented by staff on the proposed distribution of available allocations for the 2014-15 development year and has found that the recommendations adopted herein are consistent with the provisions, intent, and application of the Growth Management Ordinance as most recently amended.

NOW, THEREFORE, BE IT RESOLVED, that the allocation for the 2014-15 development year shall be distributed as follows:

2014-15 Base Allocation:	+65 units	
Carry-over from 2013/14 Distribution:	+4 units	
Small Development (September 1, 2013 to August 31, 2014):	-4 units	
Allocations reserved for "Infill" projects:	-30 units	
<b>Net available allocation:</b>	<b>35 units</b>	
Distribution:	1 unit	(Peterson, 245 First Street East)
	20 units	(Cresson, 475 Denmark Street)
Remainder:	14 units	

The foregoing Resolution was duly adopted this 15th day of September 2014, by the following roll call vote:



*City of Sonoma*  
**City Council**  
**Agenda Item Summary**

**City Council Agenda Item: 4K**

**Meeting Date: 09/15/14**

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**Department**

Planning and Community Services

**Staff Contact**

David Goodison, Planning Director

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**Agenda Item Title**

Adoption of an ordinance establishing regulations governing the use of the Montini Preserve.

---

**Summary**

The Montini Preserve encompasses approximately 98 acres of open space, including a significant portion of Sonoma's hillside backdrop. It is located immediately north of the Vallejo Home State Park and ex-tends from Fifth Street West to First Street West. The Preserve features rolling grasslands, oak wood-lands, and a 9-acre pasture, with elevations ranging from 120 feet to 500 feet above sea level. Under the terms of a agreement adopted by the City Council in 2013, the ownership of the Montini Preserve is in the process of being transferred to the City of Sonoma. According to the Open Space District, this process is expected to be complete sometime this September. Once the City takes ownership of the Preserve, it will have 45 days to open it to the public. Given the impending change in ownership, it is necessary to amend the Municipal Code in order to regulate its use.

Staff prepared a draft set amendments for the Council's consideration that address hours of use, a prohibition on smoking, and allowances for temporary closure for maintenance or other purposes. In addition, the proposed ordinance would prohibit dogs within the Preserve. As the Council is aware, under the terms of a conservation easement attached to the Preserve, the City is required to administer the Preserve in conformance with a Management Plan previously adopted by the District. The Management Plan prohibits dogs on the Montini Preserve. Although the City Council is in the process of seeking an amendment to the Management Plan that, if approved, would provide the Council the option of allowing leashed dogs on trails within the Preserve, that amendment will not be processed until sometime following the transfer of ownership. Therefore, the ordinance reflects the current limits on use as set forth in the Management Plan. The City Council introduced the ordiancne at its meeting of September 3, 2014, on a vote of 4-1 (Councilmember Barbose dissenting.)

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**Recommended Council Action**

Adopt the attached ordinance, implementing amending the Municipal Code to establish regulations governing the use of the Montini Preserve.

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**Alternative Actions**

Council discretion.

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**Financial Impact**

N.A.

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Alignment with Council Goals:**

This issue does not directly relate to any of the Council's adopted goals.

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**Attachments:**

1. Draft Ordinance

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cc: Bill Keene, General Manager, SCAPOSD

Danita Rodriguez, District Superintendent, State Parks

Richard Dale, Sonoma Ecology Center

Joanna Kemper, Sonoma Overlook Trail Taskforce

Bob Edwards, SVDOG

Jennifer Hainstock

Fred Allebach

Jacqueline Steuer, 361 Nicoli Lane, Sonoma, CA

Mary Nesbitt

Lisa Summers

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# CITY OF SONOMA

ORDINANCE NO. X - 2014

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA AMENDING THE SONOMA MUNICIPAL CODE BY ESTABLISHING REGULATIONS FOR THE MONTINI PRESERVE

The City Council of the City of Sonoma hereby ordains as follows:

**Section 1.** Section 8.06.070 of the Sonoma Municipal Code is hereby amended as follows:

### **8.06.070 Dogs in park facilities – Exceptions.**

A. Dogs are prohibited in all areas of Plaza Park, the Montini Preserve, and on the Sonoma Overlook Trail, regardless of whether they are restrained by a leash. Dogs are permitted in all other city park facilities, except in children's playground areas of any city park; provided, that a waste bag dispensary is located within the park facility, and such dog is under the control of a competent person and under restraint by a leash not to exceed six feet in length. As used in this section, Plaza Park shall mean that property used for park purposes surrounded by 1st Street East, 1st Street West, Napa Street, and Spain Street, but excludes the sidewalks nearest the roadway and the area inside the park used for vehicular traffic or parking.

**Section 2.** Section 9.12.147 of the Sonoma Municipal Code is hereby established as follows:

### **9.12.147 Montini Preserve.**

In addition to applicable regulations set forth in this chapter and elsewhere in the municipal code, the following restrictions shall apply to the use of the Montini Preserve:

A. Notwithstanding SMC 9.12.050, hours of use shall be limited to 6:00 a.m. to dusk.

B. Smoking shall be prohibited.

C. The fire chief shall be authorized to close the Preserve during periods of high fire danger.

D. The public works director shall be authorized to close all or portions of the Montini Preserve on a temporary basis as needed for maintenance or to implement the grazing plan approved for the Preserve as amended from time-to-time.

**Section 3.** Exemption from Environmental Review.

The amendments to the Municipal Code effected by this ordinance are exempt from environmental review under the provisions of the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000 *et seq.*, 14 Cal. Code Regs. §§ 15000 *et seq.*) pursuant to Section 15061 (b)(3) of title 14 of the California Code of Regulations, as it can be determined with certainty that there is no possibility that these proposed revisions to the Municipal Code, which are intended to regulate the use of the Montini Preserve in a manner consistent with other City parks, will have any significant effect on the environment.

**Section 4.** Effective Date.

This ordinance shall become effective thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Sonoma this XX day of XX, 2014.



**CITY OF SONOMA**  
**City Council/Successor Agency**  
Agenda Item Summary

City Council Agenda Item: 5A

Meeting Date: 09/15/2014

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**Department**

Administration

**Staff Contact**

Gay Johann, Assistant City Manager/City Clerk

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**Agenda Item Title**

Approval of the portions of the Minutes of September 3, 2014 Study Session and the September 3, 2014 Regular Meeting pertaining to the Successor Agency.

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**Summary**

The minutes have been prepared for Council review and approval.

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**Recommended Council Action**

Approve the minutes.

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**Alternative Actions**

Correct or amend the minutes prior to approval.

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**Financial Impact**

N/A

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

See Agenda Item 4B for the minutes

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**Alignment with Council Goals:** N/A

**cc:** NA

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**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 7A

Meeting Date: 09/15/2014

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**Department**

Administration

**Staff Contact**

Carol E. Giovanatto, City Manager

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**Agenda Item Title**

Conduct of public meeting to allow public testimony regarding the proposed renewal of the Sonoma Tourism Improvement District

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**Summary**

At the City Council meeting of August 18, 2014, the City Council adopted a Resolution of Intention to renew the Tourism Improvement District (TID) for a period of ten years (July 1, 2015 – June 30, 2025). Following the meeting of August 18, notices regarding the Public Meeting of September 15, 2014 and the Public Hearing of October 20, 2014 were mailed to all lodging establishments in City limits in accordance with the law governing the formation of Tourism Improvement Districts.

The renewal of the Sonoma Tourism Improvement District (TID) is to continue the funding mechanism for marketing of Sonoma as an overnight destination with the intent of increasing occupancy rates, the number of visitors to Sonoma and their length of stay.

In accordance with the attached calendar of events, this public meeting is to be held for the purpose of allowing public testimony regarding the proposed continuation of the assessment of 2% on all overnight stays in the City of Sonoma lodging establishments (hotels, bed and breakfast inns and vacation rentals).

The assessments represent approximately \$550,000 per year in collections a 25% increase over the initial period of formation. The Board of the TID's non-profit corporation would continue to have the authority to determine the expenditures of the TID assessment funding within the general budget categories established in the TID's annual report, which is subject to the approval of the City Council. The City would be responsible for collecting the assessments from the lodging businesses and remitting the assessments to the non-profit corporation.

Next steps in the process:

- The public hearing is scheduled for October 20, 2014, at which time the City Council could adopt the Resolution of Formation to renew the District through 2025.
- 

**Recommended Council Action**

Conduct public meeting and receive public testimony regarding the proposed District; provide direction to staff if appropriate.

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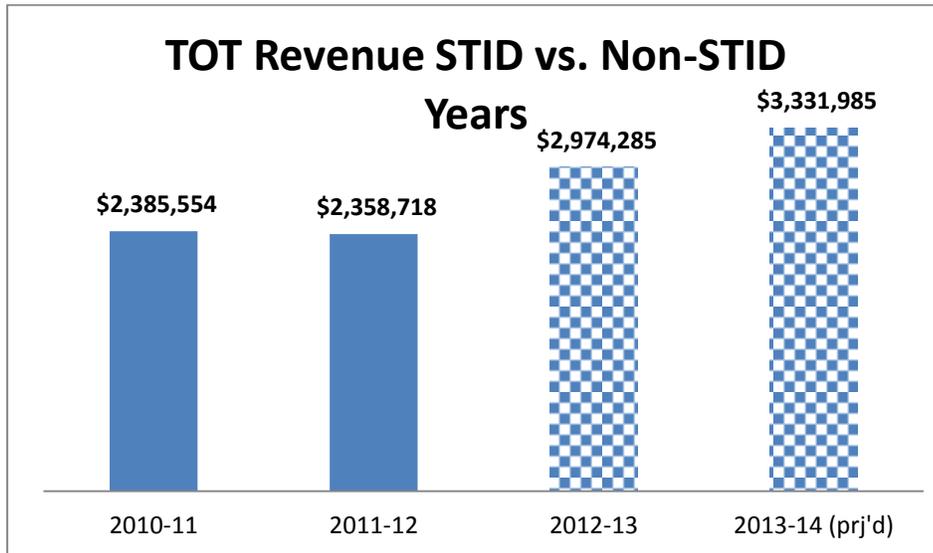
**Alternative Actions**

Continue or cancel public meeting.

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**Financial Impact**

The TID has provided the increased funding necessary to sustain a robust marketing program through the Sonoma Valley Visitors Bureau [SVVB]. As a result, one of the City's main sources of revenue, Transient Occupancy Tax has shown significant growth patterns.



At the August 18<sup>th</sup> meeting, Council asked for comparison data on other areas. The whole of Sonoma County is showing improvement. According to a report by the Sonoma County Economic Development Board on Transient Occupancy Tax, “Healdsburg (43%), Rohnert Park(41%), Sonoma (51%) and Windsor (36%) continue their best year on record in 2013.” Looking specifically on those statistics, Sonoma ranked the highest increase at 51% for the period between 2010-2013.

Northbay Business Journal reports that Napa Valley TOT reports a 62% increase from 2009-2013.

Other Research through Dean Runyan Associates Statistical Research 2010-2013 reports as follows:

- Statewide +7%
- North Coast +27.9%
- SF Bay Area +37%
- Central Coast +24%
- LA County +31%
- San Diego County +25%

**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

**Attachments:**

Calendar of Events for renewal of the Sonoma Tourism Improvement District  
 Notice of Public Meeting and Public Hearing concerning the renewal of TID

**Alignment with Council Goals:**

**FISCAL MANAGEMENT**

*Maintain fiscal responsibility that ensures short and long-term prosperity through effective fiscal planning; apply sound budget strategy to assure financial sustainability in the General Fund.*

cc: **Via email:** TID Board of Directors, Wendy Peterson, SVVB



Partnerships. Progress. Prosperity.  
Sacramento · Los Angeles

## Sonoma City Tourism Improvement District Renewal Timeline

Action	Date
Initiate project	April 2014
Develop initial draft Management District Plan (MDP)	April - May 2014
SCTIDC review and comment on MDP	May 2014
Civitas incorporate SCVB comments on MDP	May 2014
Submit draft MDP & Petition to City for approval	<b>May 23, 2014</b>
Final MDP and Petition approved by City	<b>June 11, 2014</b>
SCTIDC Board Meeting	<b>June 12, 2014</b>
Petition drive	June 12 - June 23, 2014
Civitas to submit draft ROI, Notice, and ROF to City	June 13, 2014
Submit Petitions totaling over 50% of assessment to City	June 23, 2014
City Council* – Initial Hearing <ul style="list-style-type: none"> <li>Resolution of Intention (ROI)</li> </ul>	<b>August 18, 2014</b>
Mail <ul style="list-style-type: none"> <li>Notice of Public Meeting/Hearing – <i>Must be mailed 1 day (next day) after ROI is adopted. Clerk certification of mailing is required.</i></li> </ul>	<b>August 19, 2014</b>
City Council* – Public Meeting <ul style="list-style-type: none"> <li>No action required – <i>Must be held at least 10 days after Notice of Public Meeting/Hearing is mailed and at least 7 days before Public Hearing is held.</i></li> </ul>	<b>September 15, 2014</b>
City Council* – Public Hearing <ul style="list-style-type: none"> <li>Adopt Resolution of Formation (ROF) – <i>Must be held at least 45 days after Notice is mailed.</i></li> </ul>	<del>October 6, 2014</del> October 20, 2014
Current district expires	June 30, 2015
Renewed district begins collecting updated assessment	July 1, 2015

\* The Sonoma City Council meets on Monday at <<time>>. Dates identified on this timeline are based off the 2014 Council Schedule posted online.

## CITY OF SONOMA

### NOTICE OF PUBLIC MEETING AND PUBLIC HEARING CONCERNING THE RENEWAL OF THE SONOMA TOURISM IMPROVEMENT DISTRICT AND TO LEVY AN ASSESSMENT ON CERTAIN LODGING BUSINESSES WITHIN THE DISTRICT

**NOTICE IS HEREBY GIVEN** that on August 18, 2014, the City Council (the "Council") of the City of Sonoma (the "City") adopted a Resolution of Intention to renew the Sonoma Tourism Improvement District (the "STID") and to levy an assessment on certain lodging businesses within the STID as set forth in the attached Resolution of Intention.

**NOTICE IS HEREBY FURTHER GIVEN** that at 6:00 PM on September 15, 2014, at the City of Sonoma Council Chambers, 177 First Street West, Sonoma, CA 95476, a public meeting shall be held pursuant to Government Code section 54954.6 to allow public testimony regarding the renewal of the STID and the levy of assessments therein as set forth in the enclosed resolution of intention and pursuant to Government Code section 54954.6.

**NOTICE IS HEREBY FURTHER GIVEN** that at 6:00 PM on October 20, 2014, at the City of Sonoma Council Chambers, 177 First Street West, Sonoma, CA 95476, has been set as the time and place for a public hearing at which time the Council proposes to renew the STID and to levy the proposed assessment as set forth in the Resolution of Intention.

**Boundaries:** The STID includes all lodging businesses located within the boundaries of the City of Sonoma.

**Assessment:** The annual assessment rate is two percent (2%) of gross short-term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days, nor on stays by federal or state employees on official business, nor on stays by any officer or employee of a foreign government on official business.

**Budget:** The total STID annual budget for the initial year of its proposed ten (10) year operation is anticipated to be approximately \$550,000. This budget is expected to fluctuate as room sales do, but is not expected to significantly change over the STID's term.

**Purpose:** The STID is designed to provide specific benefits directly to payors by increasing room night sales. Marketing and sales promotions will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.

**Collection:** The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the STID. The City shall take all reasonable efforts to collect the assessments from each lodging business. The City shall forward the assessments collected to the Owners' Association.

**Protest:** Any owner of a lodging business within the proposed STID that will be subject to the assessment may protest the renewal of the STID. If written protests are received from the owners of lodging businesses in the proposed STID who represent 50 percent (50%) or more of the estimated annual assessments to be levied, the STID shall not be renewed and the assessment shall not be imposed.

You may mail a written protest to:

Office of the City Clerk  
City of Sonoma  
No. 1 The Plaza  
Sonoma, CA 95476

You may also appear at the public hearing and submit a written protest at that time.

**Information:** Should you desire additional information about this proposed STID or assessment contact:

Bill Blum  
Sonoma Tourism Improvement District Corporation  
29 E. MacArthur Street  
Sonoma, CA 95476  
(707)933-3180

DATED: August 19, 2014

  
\_\_\_\_\_

Gay Johann  
Assistant City Manager / City Clerk



*City of Sonoma*  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: **7B**

Meeting Date: **09/15/2014**

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**Department**

Administration

**Staff Contact**

Carol E. Giovanatto, City Manager

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**Agenda Item Title**

Discussion and Consideration to Send Letter to Sonoma County Board of Supervisors Endorsing the Countywide Living Wage Proposal [Requested by Councilmember Brown]

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**Summary**

Councilmember Brown has requested a Council consideration to direct staff to prepare a letter to the Sonoma County Board of Supervisors endorsing the proposal to establish a Countywide living wage ordinance.

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**Recommended Council Action**

Council discretion.

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**Alternative Actions**

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**Financial Impact**

Undetermined.

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

Press Release/Proposed Living Wage Ordinance

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**cc:**

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**For Immediate Release**  
Monday, Sept. 8, 2014

**Contact:** Marty Bennett, (707) 510-1420,  
mbennett@vom.com

**Sonoma County Coalition Unveils Countywide Living Wage Proposal and  
Study of its Fiscal Impact**

*Report Finds Ordinance Would Have “Small” Impact on County’s Budget and  
“Modest Cost Increase” for Covered Businesses*

**Santa Rosa, Calif.** — A Sonoma County coalition of labor, faith, environmental and community organizations publicly unveiled today a living wage ordinance that, among other things, calls for a \$15 an hour minimum wage—or “living wage”—that could affect up to 5,000 currently low-wage workers with employment ties to the county. The event also included the release of an independent study of the costs and benefits to the county associated with the proposed ordinance. The coalition—which includes North Bay Organizing Project, North Bay Jobs with Justice, North Bay Labor Council, Sierra Club, and Sonoma County Conservation Action—plans to propose the living wage law to the county’s Board of Supervisors this fall.

Mandating a \$15 an hour minimum wage tied to the Consumer Price Index annually, the proposed law would cover regular county employees; In-Home Supportive Services workers; county service contractors with contracts of at least \$20,000, in the case of for-profit firms, or at least \$50,000, in the case of nonprofits; lease, concession and franchise agreement holders with gross receipts greater than \$350,000; and recipients of business subsidies from the county exceeding \$100,000. Employers would have to work at least two days a week on county contracts to fall under the legislation.

The 8-page ordinance would also entitle covered employees to 22 days off per year (12 paid, 10 unpaid), promote full-time work among current employees, strengthen employee retention, seek to establish labor harmony at the workplace, and favor county service contractors with a record of compliance with labor, health and safety, and environmental regulations.

“By approving the proposed ordinance the Board of Supervisors can provide the leadership and vision necessary to address the growing inequality and crisis of low-wage work in the county,” said Marty Bennett, co-chair of North Bay Jobs with Justice.

In addition to local elected officials and representatives of local organizations, the event included the author of a 50-page study of the fiscal impact of the proposed ordinance on Sonoma County. In her report, Dr. Jeannette Wicks-Lim, assistant research professor at the University of Massachusetts Amherst, wrote:

“The living wage ordinance will impose a relatively modest cost increase for covered businesses, typically in the range of 0.2 percent to 4.5 percent of their total revenue, depending on their industry. Costs transmitted to the County will be smaller still, equal to less than 0.03 percent of the County’s total budget of \$1.4 billion or 0.1 percent of the County’s General Fund of \$390 million for FY2014-15. ... This increase in County

spending, including the costs for all [covered workers except In-Home Supportive Service workers], amounts to less than \$3 annually per Sonoma County household.”

When taking all covered workers into account, including IHSS workers, Wicks-Lim found that a \$15 minimum wage “would have a small impact on Sonoma County’s fiscal budget, in the range of 0.4 percent to 0.9 percent of the total budget (or 1.6 percent to 3.1 percent of the General Fund). An increase in government spending of this size is equal to \$37 to \$73 per Sonoma County household.”

If approved, the countywide living wage law would place Sonoma among the 140 cities and counties around the country with similar laws already in the books. Of these localities, 33 are in California and include the Counties of Sacramento, San Francisco, Ventura, Los Angeles, Marin and Santa Cruz, as well as the Port of Oakland and the San Francisco, San Jose and Los Angeles international airports. Two cities, San Francisco and San Jose, have gone even further, implementing citywide minimum wage laws covering most low-wage workers.

In Sonoma County, three cities—Sebastopol (in 2003), Sonoma (2004) and Petaluma (2006)—have already passed living wage laws. In 2014, the living wage rate in Sebastopol is \$16.13 without medical benefits; the rate in Sonoma is \$15.76 without medical benefits; and the rate in Petaluma is \$13.66 with medical benefits and \$15.32 without.

“I was a member of the city council in 2006 when we passed our living wage ordinance,” Petaluma Mayor David Glass said. “Subsequently, the law has proven to be good public policy with only modest costs to the city—I am proud to say that Petaluma is a living wage city.”

###

*For more information on the local coalition behind the Sonoma County living wage ordinance, please visit [livingwagesonoma.org](http://livingwagesonoma.org) and [northbayjobswithjustice.org](http://northbayjobswithjustice.org).*

**ORDINANCE NO.**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 2 OF THE SONOMA COUNTY CODE TO ADD ARTICLE XXVI REQUIRING PROVISION OF LIVING WAGES AND OTHER EMPLOYMENT CONDITIONS FOR SPECIFIED COUNTY CONTRACTORS.**

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

**SECTION I.** Chapter 2 of the Sonoma County Code is hereby amended to add the following Article:

**ARTICLE XXVI  
LIVING WAGE**

**2-373 Title and purposes.**

This Article shall be known and may be cited as the "County of Sonoma Living Wage Ordinance." The purpose of this Article is to protect the public health, safety and welfare and the public treasury. It seeks to improve the quality of services to beneficiaries of County-contracted services and to assure that employees of the County and its service contractors, subcontractors, tenants, franchisees and recipients of economic development subsidies earn an hourly wage that is sufficient to live with dignity and to achieve economic self-sufficiency. The County contracts with many businesses and organizations to provide services to the public. Such public expenditures should also be spent to set a community economic standard that permits workers to live above the poverty level.

**2-374 Findings.**

The County has the legal right to set compensation and terms of employment for its employees and contractors as an exercise of its municipal proprietary and police powers; and

The County awards contracts to private firms and other businesses to provide services to the public and to County government; and

The use of County funds to promote sustenance and creation of stable living wage jobs will increase consumer income, decrease levels of poverty and reduce the need for taxpayer-funded social programs; and

When County funds are used to contract for services, such contracts should demonstrate an effort to promote an employment environment that enhances the general quality of life within the community and maximizes the productive effect of the County's limited resources; and

The payment of a minimum level of hourly wages and preventing discrimination against existing part-time employees and preventing displacement of employees by new contractors will benefit the County's interests; and

Service interruptions and revenue interruptions to the County from strikes, pickets or boycotts of these private employers can only be avoided by requiring such employers to obtain binding contractual waivers from the relevant labor organizations of their rights to strike, picket and boycott.

#### **2-375 Definitions.**

- a. "Wages" for these purposes includes salaries, wages, bonuses, and commissions. . The County Administrator is authorized to adopt regulations after providing notice and comment to all parties requesting notice to assist employers, employees and employee organizations in determining the hourly value of types of payments not provided on an hourly basis.
- b. "County" means the County of Sonoma and all County agencies.
- c. "County financial aid recipients" means all Employers which receive from the County direct assistance in the form of grants, loans, or loan guarantees, in-kind services, waivers of County fees, interests in real property or other valuable consideration in the amount of more than one hundred thousand dollars in any twelve-month period. This term shall not include those who enjoy an economic benefit as an incidental effect of County policies, regulations, ordinances, or charter provisions.
- d. "Employee" means any individual employed by an employer on work arising from a County service contract (including the County's In Home Supportive Services agency), County financial aid, or County concession, franchise or lease, including subcontracts or tenancies therefrom, if totaling at least two hours per week. No work may be reassigned in order to evade coverage under this Article.
- e. "Employer" means those persons identified in Section 2-376 except that no business other than the County shall be deemed an Employer until they receive a new service contract, lease, concession, franchise, or financial aid from or through the County. For these purposes, the term "new" includes any extension or renewal of a preexisting agreement or arrangement which involves newly-negotiated or modified terms other than adjustment of terms pursuant to a formula or pre-set schedule, such as a Consumer Price Index, or the County allowing continued occupancy by tenants with periodic tenancies (such as month-to-month tenants). A subcontractor shall be deemed to have received a new service contract through the County when the person to whom it is subcontracting receives a new County service contract, lease, franchise, or financial aid. Exercise by a lessee of a lease option does not constitute a new lease for these purposes.
- f. "Service contract" means a contract given to a contracting business by the County for the furnishing of services to or for the County or its residents, except contracts where services are incidental to the delivery of products, equipment or commodities. Service contracts include but are not limited to, security guard, janitorial, waste management, pest control, landscaping, transportation and shuttle services, and healthcare including in home supportive services and mental health services.
- g. "Service contractor" means any business that enters into a service contract as herein defined in an amount equal to or greater than twenty thousand dollars.

**2-376. Employers covered by compensation standards of this Article.**

The employers described below shall comply with the minimum compensation standards established by this Article if they employ more than five employees (or in the case of nonprofit organizations, more than 24 employees):

- a. The County of Sonoma, including all its agencies, departments and offices. The County's In Home Supportive Services shall be included under this Article if the governing body thereof has adopted a resolution approving such inclusion.
- b. Service contractors that receive contract(s) for \$20,000 or more from the County in a twelve-month period (or for nonprofits, over \$50,000).
- c. Employers receiving County leases, concessions, or franchises which have three hundred fifty thousand or more in annual gross receipts, except that lessees must employ at least 25 persons in order to be covered by this Article.
- d. For-profit businesses which receive more than one hundred thousand dollars in County financial aid, including loans or other cash and/or noncash assistance in any twelve-month period. Compliance shall be required for a period of five years following receipt of this aid.
- e. Regular contractors, subcontractors, lessees or sublessees of any of the businesses described in subsections (b) through (d) of this section and which have fifty thousand or more in annual gross receipts.

For the purposes of determining whether an employer employs more than the minimum number of employees for the purpose of this Article, such number shall be determined by (1) the number during the most recent payroll period unless the employer had less than the minimum employees during the preceding eight payroll periods and will have less than the minimum during the next eight payroll periods; and (2) aggregating the workforces of all employers within the same common business enterprise as defined under the Fair Labor Standards Act.

**2-377. Compensation required to be paid to employees.**

Except as otherwise provided in this Article, an Employer subject to this Article shall provide its covered employees the following minimum compensation:

- a. Living Wages. The Employer shall pay employees an hourly rate of not less than fifteen dollars.
- b. Time Off. Employees shall be entitled to at least twenty-two days off per year for sick leave, vacation, or personal necessity. At least twelve of the required days off shall be compensated at the same rate as regular compensation for a normal working day. Ten of the required twenty-two days may be uncompensated days off. Employees who work part-time shall be entitled to accrue compensated days off in increments proportional to that accrued by full-time employees. Employees shall be eligible to use accrued days off after the first six months of satisfactory employment or consistent with employer policy,

whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required twelve compensated days off. Compensation for paid leave for part-time on-call employees, prorated as described hereinabove, may be provided as a lump sum payment twice a year to such employees.

c. Additional Compensation Permissible. Nothing in this Article shall be construed to limit an employer's discretion to provide greater wages or time off to its employees.

d. Inflation Adjustments. The initial rate set forth in subsection (a) of this section shall increase annually on July 1st, in accordance with any increase the most recent December-to-December Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose area published by the Bureau of Labor Statistics, or any successor index thereto.

### **2-378. Preventing Discrimination in Hours Against Part-Time Employees.**

If an Employer has additional hours of work to provide in job positions covered by this ordinance, then it shall offer those hours of work first to existing qualified part-time employees before hiring additional part-time employees or subcontractors. The foregoing shall not be construed to require any Employer to offer overtime work paid at a premium rate nor to constrain any Employer from offering such work.

An Employer shall seek to maximize the number of full-time job positions relative to part-time or subcontracted positions except as precluded by business necessity. "Full-time" shall mean at least 32 hours per week. The Employer shall be rebuttably presumed in violation of this requirement if more than half of the Employer's workforce is comprised of part-time or subcontracted workers. The Employer shall be rebuttably presumed in compliance with this requirement if over 90% of its workforce is comprised of full-time employees.

Nothing herein shall be construed as encouraging or requiring any employer to discharge part-timers hired prior to public notice being given of the pendency of the ordinance giving rise to this Article. Any actions by an Employer after such notice to reduce the number of full-time positions available after this Article goes into effect shall be deemed invalid and disregarded in determining the availability of additional hours of work for persons employed by the Employer prior to such notice.

### **2-379. Preventing Mass Displacement of Workers During Contract Transitions.**

#### **a. Definitions**

(1) "*Predecessor Employer*" means an Employer that provided substantially-similar services to the County or on County property or a County franchise prior to the Successor Employer.

(2) "*Successor Employer*" means the new Employer that succeeds the Predecessor Employer in the provision of substantially-similar services.

(3) "*Retention Employee*" means any employee who was employed by a Predecessor Employer for at least 30 workdays, and was either (a) laid off or discharged for lack of work due to the closure or reduction of this employer's operation during the preceding two years, or (b) is reasonably identifiable as a worker who is going to lose his/her job due to the closure or reduction of this employer's operation within the next 9 months.

b. Retention Offer. Except as otherwise provided herein, a Successor Employer shall offer employment to all qualified Retention Employees. If the Successor Employer does not have enough positions available for all qualified Retention Employees, the Successor Employer shall hire the Retention Employees by seniority within each job classification. For any additional positions which become available during the initial year of the new contract, the Successor Employer will hire qualified Retention Employees by seniority within each job classification. An employee is "qualified" within the meaning of this subsection if he/she has performed similar work in the past and was not discharged for incompetence, or can reasonably be trained for the duties of a position through an amount of training equivalent to that which has been provided by the employer to workers hired off the street.

c. Retention Period. A Successor Employer shall not discharge a Retention Employee without just cause during the initial ninety workdays of his/her employment.

#### **2-380. Required contract provisions.**

Every County service contract, lease, license, concession agreement, franchise agreement or agreement for financial aid with an Employer, or amendment thereto, shall contain provisions requiring the employer to comply with the requirements of this Article as they exist on the date when the employer entered its agreement with the County or when such agreement is amended. Such contract provisions shall address the employer's duty to promptly provide to the County documents and information verifying its compliance with the requirements of this Article, and sanctions for noncompliance. Such contract provisions shall also require the employer to notify each of its affected employees as to the requirements of this Article.

#### **2-381. Exemptions.**

The requirements of this Article shall not be applicable to the following employees:

- a. An employee participating in a temporary job-training program approved by the County in which a significant component of the employee's training consists of acquiring specialized knowledge, abilities, skills or job readiness (e.g., the importance of proper work attire, punctuality and workplace demeanor).
- b. Volunteers.
- c. Any disabled employee who (1) is covered by a current sub-minimum wage certificate issued to the employer by the U.S. Department of Labor; or (2) would be covered by such a certificate but for the fact that the employer is paying a wage equal to or higher than the minimum wage.

- d. Any employee under the age of 19 employed in a seasonal position in a summer camp or for the County Parks Administration.
- e. Any employee for whom application of the requirements of this Article is prohibited by state or federal law such as employees of joint powers authorities and school districts or their contractors.
- f. An employee subject to a bona fide collective bargaining agreement where the waiver of the provisions of this Article is set forth in clear and unambiguous terms in such an agreement.

**2-382. Retaliation and discrimination prohibited.**

It shall be unlawful to retaliate or discriminate against any person on account of his having claimed a violation of this Article. No employee shall have any part of his or her compensation reduced in response to the requirements of this Article. If any part of his or her compensation is reduced during the pendency of the ordinance giving rise to this Article, then upon the effective date of this Article the employer shall restore the status quo ante.

**2-383. Employee complaints to the County.**

- a. A person who alleges violation of any provision of this Article may report such acts to the County. The County Administrator may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action under the contract, by taking legal action.
- b. Any complaints received shall be treated as confidential matters, to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Codes Sections 6254 and 6255 to the extent permitted by law.
- c. Nothing contained in this Article shall be construed as a promise or enforceable obligation on the part of the County to actively monitor employer compliance.

**2-384. Private right of action.**

- a. A person claiming injury from a violation of this Article may bring an action in the Superior Court of the State of California against an employer and obtain the following remedies:
  - 1. Back pay for each day during which the employer failed to pay the compensation required by this Article, payable to all employees who suffered from the employer's violation thereof;
  - 2. Reinstatement, compensatory damages and punitive damages;
  - 3. Reasonable attorney's fees, expert witness fees and costs;
  - 4. Such other equitable relief as the court shall find proper.

- b. Notwithstanding any provision of this Article or any other ordinances to the contrary, no criminal penalties shall attach for any violation of this section.
- c. No remedy set forth in this Article is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce any rights hereunder in a court of law. This Article shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination, nor to preclude any existing civil remedy for enforcement of ordinances generally.
- d. Nothing in this Article shall be interpreted to authorize a claim for damages against the County based upon another employer's failure to comply with this Article or the County's failure to enforce its provisions.
- e. To the extent otherwise permitted by law, the employer shall provide reasonable access to employee-assistance organizations for the sole purpose of communicating with employees about their rights under this Article, including rights of enforcement. Such access shall be limited to non-work time and to areas where employees enter or exit the workplace or take breaks. Access shall not be exercised in any manner which disrupts work.

**2-385. Responsible bidding.**

Prior to commencement of the execution by the County of a contract covered by this Article including lease or franchise contract, each contractor and regular subcontractor thereof will demonstrate to the satisfaction of the County that it will conform to the requirements of this Article. As part of any bid, application or proposal for any contract or other arrangement with the County covered by this Article, the submitter shall (1) include an acknowledgement in a form acceptable to the County of the terms of this Article and intent to comply therewith, and (2) complete a form to be created by the County manager indicating whether it has received any wage, hour, workplace safety, environmental or consumer protection charges, complaints, citations or findings of violation of law or regulation by any regulatory agency or court within the last ten years, including but not limited to California DFEH, OSHA, Department of Industrial Relations (Labor Commissioner), and EPA. By seeking such contract or arrangement from the County the submitter shall be deemed to have authorized the County to obtain additional information upon request about the submitter's history as an employer, including but not limited to information about employee turnover and complaints lodged by employees (unless disclosure is prohibited by their legal right of privacy or other applicable law), so that the County may ascertain the submitter's ability to provide the promised services without disruption and without adverse effect on the County's proprietary interests. To the extent permitted by law, the board shall consider such matters in deciding whether to award the contract, financial assistance, or other arrangement being sought from the County.

**2-386. Labor harmony.**

Prior to the granting of any contract for any operation in which the County has a proprietary interest in receiving revenues or services from an employer, the bidder or proposer shall present written proof that it has entered into a labor harmony agreement with each labor organization which represents or will seek to represent the employer's employees. Such agreement must contain a binding commitment on behalf of

the organization in which waives on behalf of itself and its members their rights to strike, picket, or boycott such operation for the duration of the County's interest. If the employer is unable to obtain such agreement without consenting to conditions which it can show by clear and convincing evidence to be unreasonable and contrary to the County's proprietary interest, then it shall offer to proceed at its expense with the labor organization and County to expedited arbitration over such dispute and to set the terms of a labor harmony agreement prior to the contract award. If the parties cannot agree on an arbitrator then said arbitrator shall be selected by them striking from the list of Northern California members of the National Academy of Arbitrators. This requirement shall apply prior to the hiring of five employees by the employer. Nothing herein requires the employer to already be unionized nor requires employees to be union members.

**SECTION II.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION III.** This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this day of , 2014, on regular roll call of the members of said Board by the following vote:

**SUPERVISORS VOTE:**

<b>Gorin:</b>	<b>Rabbitt:</b>	<b>Zane:</b>	<b>McGuire:</b>	<b>Carrillo:</b>
<b>Ayes:</b>	<b>Noes:</b>	<b>Absent:</b>	<b>Abstain:</b>	

**SO ORDERED.**

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

**SO ORDERED.**

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Chair, Board of Supervisors  
County of Sonoma

ATTEST:

Michelle Arellano

Clerk of the Board of Supervisors



**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 7C

Meeting Date: 09/15/2014

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**Department**

Administration

**Staff Contact**

Carol Giovanatto, City Manager

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**Agenda Item Title**

Discussion, consideration and possible action to adopt a resolution in support of the Protection of Antibiotics for Medical Treatment Act / Prevention of Antibiotic Resistance Act [requested by Councilmember Brown]

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**Summary**

Councilmember Brown requested Council consideration of adoption of a resolution calling for a ban on the misuse of antibiotics on factory farms. Information regarding this subject has been provided by Brianne Hodson of the Food & Water Watch.

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**Recommended Council Action**

Council discretion.

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**Alternative Actions**

N/A

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**Financial Impact**

N/A

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

Letter from Food & Water Watch, Sample Resolution, Antibiotic Misuse chart

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**Alignment with Council Goals:** N/A

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**cc:** Via email Brianne Hodson

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Dear Members of the Sonoma City Council,

I am contacting you on behalf of Food & Water Watch, a nonprofit that works to ensure the food, water, and fish we consume is safe, accessible, and sustainably produced. Our organization, which has over 5,700 members in Sonoma County, is reaching out to local officials across the country to pass a city council resolution calling for a ban the misuse of antibiotics on factory farms. Because of our common cause to help protect the citizens of Sonoma and all of California from the health hazards of factory farming, your support would be instrumental to our grassroots campaign.

Right now, **80%** of all the antibiotics sold in the United States are used on factory farms. They are fed in low daily doses, usually to healthy animals, to enable these farms to raise animals in filthy, crowded living conditions. This practice is breeding antibiotic-resistant bacteria that can then reach humans and make us sick. Superbugs of diseases like staphylococcus and tuberculosis kill 23,000 Americans each year, and scientific research has drawn a direct line from factory farms to hospital beds. What's more, these bacteria don't care where you live, what you do, or what you eat; **everyone** has the potential to be exposed to and sickened by them. There are real people who are impacted by this problem, who are sick with these terrible infections right here in Sonoma.

Despite agreement among the medical community and federal agencies like the FDA and CDC that these farm practices cause grave harm to human health, our government has failed to rein in factory farm abuse of our medicines.

Food & Water Watch is focusing on passing two bills in Congress: the Preservation of Antibiotics for Medical Treatment Act (PAMTA) in the House and the Prevention of Antibiotic Resistance Act (PARA) in the Senate, which would ban the feeding of antibiotics to healthy farm animals. We want communities across the country to be a part of the solution by raising the profile of this serious public health threat and mobilizing into action. Passing a local resolution calling on your Congress members to co-sponsor and support PARA & PAMTA will not only make your community more aware of this serious health issue, it will also raise the national profile of the problem.

Twenty cities nationwide, including San Francisco, Berkeley, Chicago, Cleveland, Seattle have passed a resolution supporting PARA & PAMTA and calling on their Federal representatives to do the same. The City of Sonoma showed great leadership in opposing fracking this year. This is another opportunity to stand up for the health and well-being of our citizens and our precious resources.

Best Regards,  
Brienne Hodson

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[bhodson@fwwlocal.org](mailto:bhodson@fwwlocal.org)

# CITY OF SONOMA

RESOLUTION NO. \_\_\_ - 2014

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA IN SUPPORT OF THE PROTECTION OF ANTIBIOTICS FOR MEDICAL TREATMENT ACT AND THE PREVENTION OF ANTIBIOTIC RESISTANCE ACT

WHEREAS, eighty percent of the antibiotics sold in the United States are used in livestock production, and the Centers for Disease Control and Prevention has reported that most of those antibiotics are used irresponsibly; and

WHEREAS, low doses of antibiotics are routinely fed to livestock for growth promotion and disease prevention to compensate for crowded, unsanitary conditions, in a practice known as “nontherapeutic use”; and

WHEREAS, “nontherapeutic use” creates ideal conditions for the development of antibiotic resistant bacteria; and

WHEREAS, antibiotic resistant bacteria on livestock operations are known to spread to retail meat, farmers and farmworkers, and rural environments; and

WHEREAS, antibiotic resistance in pathogens due to nontherapeutic use of antibiotics in livestock production has been a public health concern since the 1960s; and

WHEREAS, antibiotic resistant bacteria have been the cause of several foodborne illness outbreaks, including a 2011 outbreak of antibiotic resistant *Salmonella* in ground turkey that sickened 136 people, hospitalized 37, and killed one and lead to the third largest meat recall in the USDA’s records and a 2013 outbreak of antibiotic resistant *Salmonella* in chicken that sickened 416 people and hospitalized 162;

WHEREAS, the Centers for Disease Control and Prevention reported that at least two million Americans suffer from antibiotic resistant bacterial infections each year and twenty-three thousand Americans die from those infections; and

WHEREAS, the medical and social costs of antibiotic-resistance infections in just one hospital for one year have been estimated to be between \$13 million and \$18 million; and

WHEREAS, the federal government has limited nontherapeutic uses of two classes of antibiotics, but otherwise largely relied on voluntary guidance to attempt to reduce overuse of antibiotics in livestock production, despite regular acknowledgements that nontherapeutic use and the development of antibiotic resistant bacteria poses a significant public health threat; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Sonoma supports a statewide and national ban on nontherapeutic uses of antibiotics in livestock production; and

BE IT FURTHER RESOLVED, that the City of Sonoma supports the Protection of Antibiotics for Medical Treatment Act (PAMTA)/Prevention of Antibiotic Resistance Act (PARA).

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2014 by the following vote:

AYES:

NOES:

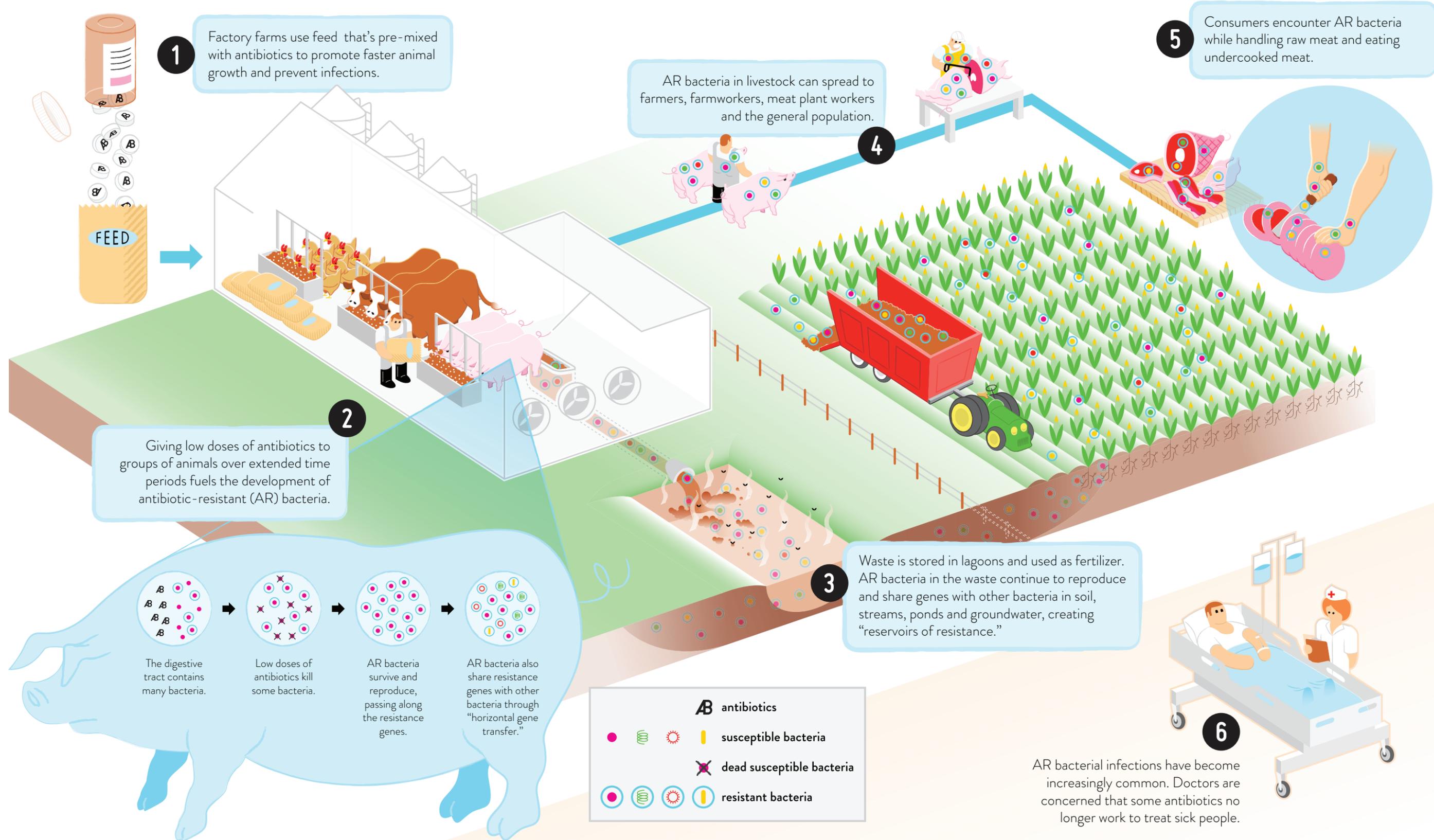
ABSENT:

\_\_\_\_\_  
Tom Rouse, Mayor

ATTEST:

\_\_\_\_\_  
Gay Johann, Assistant City Manager/City Clerk

# HOW ANTIBIOTIC MISUSE ON FACTORY FARMS CAN MAKE YOU SICK





**CITY OF SONOMA**  
 City Council  
 Agenda Item Summary

<b>Agenda Item:</b>	<b>9</b>
<b>Meeting Date:</b>	<b>09/15/2014</b>

<b>Department</b> Administration	<b>Staff Contact</b> Gay Johann, Assistant City Manager/City Clerk
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**Agenda Item Title**

Councilmembers' Reports on Committee Activities.

**Summary**

Council members will report on activities, if any, of the various committees to which they are assigned.

MAYOR ROUSE	MPT COOK	CLM. BARBOSE	CLM. BROWN	CLM. GALLIAN
ABAG Alternate	AB939 Local Task Force	Cittaslow Sonoma Valley Advisory Council, Alt.	Oversight Board to the Dissolved CDA	ABAG Delegate
City Audit Committee	City Facilities Committee	North Bay Watershed Association	Sonoma County Health Action	Cittaslow Sonoma Valley Advisory Council
City Facilities Committee	LOCC North Bay Division Liaison	Sonoma Clean Power	S. V. Citizens Advisory Commission	City Audit Committee
Sonoma County Mayors & Clm. Assoc. BOD	Oversight Board to the Dissolved CDA, Alt.	Sonoma County Transportation Authority & Regional Climate Protection Authority, Alternate	S.V. Economic Development Steering Committee	LOCC North Bay Division Liaison, Alternate
Sonoma County M & C Assoc. Legislative Committee, Alt.	Sonoma Clean Power Alt.	Sonoma County Waste Management Agency	S. V. Library Advisory Committee, Alternate	Sonoma County Transportation Authority & Regional Climate Protection Authority
Sonoma Disaster Council	Sonoma County Mayors & Clm. Assoc. BOD	VOM Water District Ad Hoc Committee, Alternate	Substance Abuse Prevention Coalition	LOCC North Bay Division, LOCC E-Board (M & C Appointment)
Sonoma Housing Corporation	Sonoma County M & C Assoc. Legislative Committee	Water Advisory Committee, Alternate	Mobilehome Park Rent Control Ad Hoc Committee (1/8/14)	Sonoma County Ag Preservation and Open Space Advisory Committee (M & C Appointment)
Sonoma Valley Citizens Advisory Comm. Alt.	Sonoma Disaster Council, Alternate			VOM Water District Ad Hoc Committee
S.V.C. Sanitation District BOD	Sonoma Housing Corporation			Water Advisory Committee
S.V. Fire & Rescue Authority Oversight Committee	S.V.C. Sanitation District BOD, Alt.			Mobilehome Park Rent Control Ad Hoc Committee (1/8/14)
	S.V. Economic Development Steering Committee, Alt.			
	S. V. Library Advisory Committee			
	S.V. Fire & Rescue Authority Oversight Committee			

**Recommended Council Action** – Receive Reports

**Attachments:** None