

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

**TUESDAY**

**JANUARY 23, 2018**

**8:30 A.M.**

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Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

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

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

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

**DISABLED ACCOMMODATION:** If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241 or [bos@sonoma-county.org](mailto:bos@sonoma-county.org) as soon as possible to ensure arrangements for accommodation.

**Public Transit Access to the County Administration Center:**

Sonoma County Transit: Rt. 20, 30, 44, 48, 60, 62

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

For transit information call (707) 576-RIDE or 1-800-345-RIDE or visit or <http://www.sctransit.com/>

***APPROVAL OF THE CONSENT CALENDAR***

The Consent Calendar includes routine financial and administrative actions that are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members request specific items be discussed and/or removed from the Consent Calendar. There will an opportunity for the public to comment on the consent calendar prior to it being voted upon.

***PUBLIC COMMENT***

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

**8:30 A.M. CALL TO ORDER  
PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF THE AGENDA**

(Items may be added or withdrawn from the agenda consistent with State law)

**II. CONSENT CALENDAR**

**REGIONAL PARKS**

**AND**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/  
SONOMA COUNTY WATER AGENCY/RUSSIAN RIVER COUNTY  
SANITATION DISTRICT / OCCIDENTAL COUNTY SANITATION  
DISTRICT/SOUTH PARK COUNTY SANITATION DISTRICT**

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

**AND**

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Gorin, Gore, Agrimonti)

1. Concurrent Resolution Making Findings of a Continuing Need to Perform Emergency Work to Stabilize Dangerous Conditions Resulting From the Sonoma Complex Fires Adopt a Resolution Doing the Following:
  - A) Making finds that there is an emergency need to stabilize dangerous conditions in and adjacent to County, Agency, and District owned property resulting from the Complex Fire; and
  - B) Suspending Competitive Bidding Requirements; for the Removal of Dangerous Vegetation from County Rights-of-Way Due to the Sonoma Complex Fires; and
  - C) Authorizing the Director of Regional Parks, the General Manager of the Open Space District, and the General Manager of the Water Agency to execute contracts necessary to stabilize dangerous conditions resulting from the Complex Fire; and
  - D) Making an exemption determination under the California Environmental Quality Act; and
  - E) Ratifying any emergency contracts entered into by Director of General Services, the Director of Regional Parks, the Director of Transportation and Public Work, the General Manager of the Open Space District, and the General Manager of the Water Agency relating to these issues.

(4/5<sup>th</sup> Vote Required)(2/3<sup>rd</sup> SVSD Vote Required)

**HUMAN RESOURCES**  
**SONOMA COUNTY WATER AGENCY**  
**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**  
**SONOMA COUNTY WATER AGENCY**

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

**AND**

**COMMUNITY DEVELOPMENT COMMISSION**

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

2. Miscellaneous Classification and Allocation Changes and Budgetary Adjustments:
- A) Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU – Local 1021, Salary Table Scales, to establish the new classifications and salaries for Community Health Worker I, Community Health Worker II, Community Health Worker Specialist, and Water Agency Senior Technical Writing Specialist, effective January 23, 2018.
  - B) Adopt a Concurrent Resolution amending Salary Resolution No. 95-0926 Salary Tables, to establish the new classifications and salaries for Administrative Trainee - Project, Administrative Analyst I – Project, Administrative Analyst II – Project, Administrative Analyst III – Project, and Principal Administrative Analyst – Project, Deputy Human Resources Director and Employee Benefits Manager, delete the classification of Assistant Human Resources Director, and to amend the salary of Assistant Executive Director CDC, effective January 23, 2018.
  - C) Adopt a Concurrent Resolution amending the Allocation Table of the Department of Health services to add 3.0 full-time equivalent Community Health Worker II and 14.0 full-time equivalent Community Health Worker Specialist allocations, and delete 8.0 full-time equivalent Public Health Aide II and 9.0 full-time equivalent Public Health Assistant allocations; the Human Resources Department to add 2.0 full-time equivalent Deputy Human Resources Director and 1.0 Employee Benefits Manager, and delete 1.0 full-time equivalent Assistant Human Resources Director and 1.0 full-time equivalent Risk Management Analyst III allocation; and the Sonoma County Water Agency to add 1.0 full-time equivalent Administrative Services Officer II – Time Limited, 1.0 full-time equivalent Accountant III, 1.0 full-time equivalent Senior Office Assistant, 1.0 full-time equivalent Department Information Systems Specialist, 2.0 full-time equivalent Project Specialist, and 2.0 full-time equivalent Water Agency Senior Technical Writing Specialist allocations, and delete 1.0 full-time equivalent Accountant II, 1.0 full-time equivalent Office Assistant II, 1.0 full-time equivalent Engineering Technician III, and 4.0 full-time equivalent Technical Writing Specialist allocations, and to approve the revised specification for the Water Agency Technical Writing Manager classification, effective January 23, 2018.

**SONOMA COUNTY WATER AGENCY**

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

3. Easement Agreement with City of Rohnert Park for Residences at Five Creek Project – Hinebaugh Creek Storm Drain Outfall:  
Adopt a resolution:
- A) Determining that the grant of easement to the City of Rohnert Park for the construction, operation and maintenance of a Storm Drain Outfall along the Hinebaugh Creek in Rohnert Park, California is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the Sonoma County Water Agency’s flood control operations and maintenance activities on the property.
  - B) Authorizing the General Manager of the Sonoma County Water Agency to file a Notice of Determination in accordance with the California Environmental Quality Act.
  - C) Authorizing the Chair of the Board of Directors to execute the Easement Agreement. (Second District)

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Gorin, Gore, Agrimonti)

4. Sonoma Valley Treatment Plant Electrical Upgrade Project:  
Authorize Water Agency's General Manager or designee acting on behalf of Sonoma Valley County Sanitation District to execute an amended agreement with GHD, Inc. to provide engineering and design services, increasing the amount by \$50,300; expanding the scope of work to include switchgear and breaker replacement, feeder upgrade design, and additional site visits during construction; and extending the agreement term by one year for a new not-to-exceed agreement total of \$150,300 and end date of December 31, 2021. (First District)

**REGIONAL PARKS**

**AND**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

5. Mark West Creek acquisition Land and Water Conservation Fund grant application:  
Adopt a resolution authorizing the Director of Regional Parks to apply for Land and Water Conservation Fund Program in the amount of \$3 million for Mark West Creek Regional Park and Open Space Preserve acquisition and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer the grant. (First and Fourth District)

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

6. Compliance Review: Final Report Social Security Number Truncation Program:  
Review and accept the Compliance Review Final Report of the Clerk-Recorder-Assessor Social Security Number Truncation Program for the period July 1, 2013 through June 30, 2017.

**BOARD OF SUPERVISORS**

7. Disbursement of Fiscal Year 17/18 First District Community Investment Program (formerly Advertising Program) Funds:  
Award Community Investment Program (formerly Advertising Program) grants and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Council on Aging, \$1,000; Boys & Girls Club of Central Sonoma County, \$2,000; Sonoma Valley Chamber of Commerce, \$2,000; 6th Street Playhouse, \$2,000; Sonoma Valley Chorale, \$2,000. (First District)

**COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES**

8. Extension of Proclamation of Local Emergency Due to Sonoma Complex Fire:  
Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, for another 30 Days Due to Damage Arising from the Complex Fire and the Impending Onset of the Rainy Season. (4/5th Vote Required)

**ECONOMIC DEVELOPMENT BOARD**

9. Accept and Expend Blatt Family Foundation Grant:  
Authorize Creative Sonoma to accept and expend a \$10,000 grant from the Blatt Family Foundation.

**GENERAL SERVICES**

10. Job Order Contracting – Management Contract Award:  
Authorize the Chair to execute a consultant agreement with Gordian Group, Inc. for the continued administration of the County’s Job Order Contracting program.

**HUMAN SERVICES**

11. Contract for Printing and Mailing CalWIN Client Correspondence:  
Authorize the Human Services Department Director to execute an agreement with BIT California LLC, dba Document Fulfillment Services, to print and mail all client correspondences to applicants and recipients of welfare benefits in Sonoma County. The contract’s not-to-exceed amount is \$1,871,100 for the period of January 1, 2018 to June 30, 2022.

**PERMIT AND RESOURCE MANAGEMENT**

12. Planning Consultant Contract Amendment – e360 LLC:  
Authorize the Director of Permit Sonoma to execute an amendment to an agreement with planning consultant, e360 LLC, extending the term from September 30, 2018 to December 31, 2019, and increasing the contract amount by \$400,000 resulting in a new not-to-exceed amount of \$575,000 (costs to be reimbursed by project applicants).

13. Planning Consultant Contract Amendment – Land Logistics, Inc.:  
Authorize the Director of Permit Sonoma to execute an amendment to an agreement with planning consultant, Land Logistics, Inc., extending the term from June 22, 2018 to December 31, 2019, and increasing the contract amount by \$400,000 resulting in a new not-to-exceed amount of \$760,000 (costs to be reimbursed by project applicants).
14. Request for a Lot Line Adjustment between three parcels with Land Conservation Contracts owned by Ledbetter Farms, Inc. and Klein Foods Inc.; LLA15-0011:  
Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between three parcels subject to a Land Conservation Contract for property located at 11447 and 11455 Old Redwood Highway; Healdsburg, APN's 066-321-019, 066-321-020 and 066-321-017. (Fourth District)
15. Vacation Rental Permits:  
Do Not Extend the Prohibition on Issuing New Vacation Rental Permits.

### **TRANSPORTATION AND PUBLIC WORKS**

16. Acceptance of 0.06 Centerline Miles New Roads into County Maintained System  
Adopt a Resolution:
  - A) Accepting the roads as shown on the improvement plans entitled "Mark West Village Subdivision PLP05-0011", into the County highway system for maintenance: Alexander David Court #88229.
  - B) Accepting six (6) street lights into the County lighting district, four (4) on Alexander David Court #88229, two (2) on Mark West Springs Road #8801A.
  - C) Declaring Alexander David Court #88229 at Mark West Springs Road #8801A to be a stop-controlled intersection.  
(Second District)
17. Charles M. Schulz – Sonoma County Airport Commercial Lease Policy  
Adopt a resolution approving the Airport Commercial Lease Policy for all commercial leasing activities at the Charles M. Schulz – Sonoma County Airport. (Fourth District)

### **PRESENTATIONS/GOLD RESOLUTIONS**

#### **PRESENTATIONS AT THE BOARD MEETING** **(Presentations will occur at 9:30 A.M.)**

18. Adopt a Gold Resolution proclaiming January 2018, as Human Trafficking Awareness Month in Sonoma County. (District Attorney/Human Resources/Health Services/Human Services/Probation/Sheriff's Office)
19. Adopt a Gold Resolution designating January 2018 as Eligibility Worker, Employment and Training Specialist and Eligibility Specialist Recognition Month. (Human Services)

PRESENTATIONS ON A DIFFERENT DATE

20. Adopt a gold resolution Congratulating Barbara McElroy on being named Sonoma's Treasure Artist of 2018. (First District)
21. Adopt a gold resolution Recognizing the 100th Anniversary of Santa Rosa Junior College.
22. Adopt a gold resolution for Community Alliance for Family Farmers for their 40th anniversary. (Fifth District)

23. **9:00 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS**

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

**III. 9:30 A.M. - PRESENTATIONS/GOLD RESOLUTIONS**

**IV. REGULAR CALENDAR**

**BOARD OF SUPERVISORS**

24. Fee Waiver:  
Approve a fee waiver in the amount of \$491.00 for the Press Democrat/Argus Courier to host the Highway 101 Forum at the Petaluma Vets Building on February 28, 2018 for a community engagement event. (Second District)

**COUNTY ADMINISTRATOR/HUMAN RESOURCES**

25. Personal Services Agreement – General Manager, Sonoma County Water Agency  
Authorize the Chair of the Board of Directors of the Sonoma County Water Agency to execute the Personal Services Agreement with Grant Davis as the Water Agency General Manager, placing him at the “T” step of the position’s salary range including eligibility for other County benefits in accordance with Salary Resolution 95-0926 as amended, with the agreement term of January 24, 2018 through January 24, 2021.
26. Fire and Emergency Services Administrator Third Amendment to Agreement for Professional Services:  
Authorize the County Administrator to execute a Third Amendment to Professional Services Agreement with Jim Colangelo for Fire and Emergency Services Department’s Supervision and advisory services on County-wide fire and emergency response services effective February 1, 2018 through June 30, 2018 for a total not to exceed \$150,000.

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

**AND**

**COUNTY ADMINISTRATOR**

27. Living in A Fire Adapted Landscape:  
Accept the “Living in a Fire Adapted Landscape” report to integrate relevant recommendations into the Recovery & Resiliency workplan

**COUNTY ADMINISTRATOR**

28. Fire Recovery Update:  
Receive Update on Fire Recovery Efforts and Consider Next Steps.

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



29. Permit and Resource Management Department: Review and possible action on the following:  
Acts and Determinations of Planning Commission/Board of Zoning Adjustments  
Acts and Determinations of Project Review and Advisory Committee  
Acts and Determinations of Design Review Committee  
Acts and Determinations of Landmarks Commission  
Administrative Determinations of the Director of Permit and Resource Management  
(All materials related to these actions and determinations can be reviewed at:  
<http://www.sonoma-county.org/prmd/b-c/index.htm>)

30. **ADJOURNMENT**

**NOTE: The next meeting will be a Special Meeting held on January 29, 2018, at 8:30 a.m.**

**The next regular meeting will be held on February 6, 2018, at 8:30 a.m.**

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



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors, Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, Board of Directors of the Sonoma County Water Agency, Board of Directors of the Russian River County Sanitation District, Board of Directors of the Occidental County Sanitation District, Board of Directors of the Sonoma Valley County Sanitation District, and Board of Directors of the South Park County Sanitation District

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Regional Parks, Sonoma County Agricultural Preservation and Open Space District, Sonoma County Water Agency, Russian River County Sanitation District Property, Occidental County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District

**Staff Name and Phone Number:**

Bert Whitaker, 565-3064  
Bill Keene, 565-7348  
Michael Thompson, 547-1911

**Supervisorial District(s):**

All

**Title:** Concurrent Resolution Making Findings of a Continuing Need to Perform Emergency Work to Abate and Stabilize Dangerous Conditions Resulting From the Sonoma Complex Fires.

**Recommended Actions:**

Board of Supervisors and the respective Boards of Directors Adopt a Concurrent Resolution:

- 1) Making findings that there is a continuing emergency need to abate and stabilize dangerous conditions resulting from the Sonoma Complex Fires; and
- 2) Extending the suspension of the requirements for competitive bidding; and
- 3) Authorizing the County Director of Regional Parks, and the General Managers of the Sonoma County Agricultural Preservation and Open Space District and the Sonoma County Water Agency, to execute contracts necessary to abate and stabilize dangerous conditions resulting from the Sonoma Complex Fires; and
- 4) Making an exemption determination under the California Environmental Quality Act; and
- 5) Ratifying any emergency contracts entered into by Director of Regional Parks, or the General Managers of the Sonoma County Agricultural Preservation and Open Space District and the Sonoma County Water Agency relating to these issues. [4/5ths vote required]

**Executive Summary:**

This joint item requests the Board of Supervisors and Boards of Directors for the Sonoma County Agricultural Preservation and Open Space District (“District”), Sonoma County Water Agency, Russian River County Sanitation District, Occidental County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District (collectively “Water Agency”) adopt a concurrent resolution finding and declaring a continuing emergency need to abate and stabilize dangerous conditions resulting from the Sonoma Complex Fires; extending the suspension of the requirements for competitive bidding; authorizing the Director of Regional Parks, the General Manager of Sonoma County Agricultural Preservation and Open Space District Property, and the General Manager of the Sonoma County Water Agency to execute contracts as necessary to abate and stabilize dangerous conditions resulting from the Sonoma Complex Fires; making an exemption determination under the California Environmental Quality Act (“CEQA”) due to damages arising from multiple complex fires that began on Sunday, October 8, 2017, causing extreme property damage and health and safety concerns; and ratifying emergency contracts entered into by Director of Regional Parks, General Manager of the District, and General Manager of the Water Agency related to these issues.

**Discussion:**

The Sonoma Complex Fires began on Sunday, October 8, 2017. In response, the Emergency Operations Center (EOC) was activated at approximately 12:00 a.m. on Monday, October 9, 2017, to assist with managing the impacts. The County Administrator/Director of Emergency Services issued a Proclamation of Existence of Local Emergency in Sonoma County Operational Area in the early morning hours of Monday, October 9, 2017, as soon as reports of quickly-moving fires and health and safety concerns arrived. Later that day, the County Administrator supplemented that Proclamation and requested state and federal assistance. The Board of Supervisors, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and the Board of Directors of the Sonoma County Water Agency ratified the Proclamation on October 10, 2017, and subsequently extended the proclamation of local emergency for 30 days on November 7, 2017.

As a result of the Sonoma Complex Fires, dangerous conditions have arisen on numerous properties owned or maintained by the County, the District, and the Water Agency that were sudden and unexpected, and pose a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. These dangerous conditions include, but are not limited to, the following:

There is an immediate and continuing need for the removal of dangerous conditions on County property, District Property, and property owned or operated by the Sonoma County Water Agency, including but not limited to the removal of compromised trees. The purpose is to protect first responders, staff and the public from falling limbs and collapsing trunks. Additionally, critical access will be maintained to areas still affected by fires ensuring that first responders have as many access points to attack fires and protect property as possible. This operation exceeds the capacity of County, District and/or Water Agency forces and would pull staff from conducting necessary ongoing emergency operations.

Fire damaged hillsides and slopes are unstable due to a loss of brush and tree cover which would normally prevent erosion and slides. There is an urgent need for action to remove compromised trees and stabilize

those areas before the winter rains to stabilize the slopes. One stabilization process, the hydroseeding process, can cover a large area rapidly and is a process that allows plants to germinate quickly, providing some relief from this danger. The scope of this work would extend to all fire affected areas of the unincorporated county and would emphasize areas where upslope fire damage makes slides a particular risk to people, structures, and infrastructure such as roads and utilities. The County, District and Water Agency do not have the capacity and/or expertise to deliver these safety measures and would normally issue a notice inviting bids to hire a contractor. The normal contracting process takes two to three months from a minimum advertising period through assessing bids and awarding and executing contracts. This delay would mean that it would not be possible to perform necessary work to critical areas prior to the onset of wet, winter weather.

Additionally, the Water Agency operates and manages several sanitation districts or zones within the County of Sonoma, including the Russian River County Sanitation District Property, Occidental County Sanitation District, Sonoma Valley County Sanitation District, South Park County Sanitation District, Airport/Larkfield/Wikiup Sanitation Zone, Geyserville Sanitation Zone, Penngrove Sanitation Zone and Sean Ranch Sanitation Zone. As a result of the Sonoma Complex fires, there is an immediate risk to safety and public health if hazardous waste enters the sanitation systems because it could disrupt the sanitation plants and/or pass through the sanitation system and be disbursed into county watersheds. Therefore, there is an urgent need to plug sewer laterals on private property to prevent any hazardous waste from entering the system. The normal contracting process takes two to three months from a minimum advertising period through assessing bids and awarding and executing contracts. This delay would mean that it would not be possible to perform necessary preventative measures to protect public health and safety in a timely manner.

While the fires have been contained, the clean-up efforts are still ongoing. The County, the District, and the Water Agency have made significant strides in their efforts to remove compromised trees and dangerous conditions from public property. Despite this progress, there remains a continuing and immediate need to take additional action to abate dangerous conditions on County, District, and Water Agency properties and to stabilize denuded hillsides, embankments, and fire burned areas caused by the Sonoma Complex Fires in order to protect public safety and preserve County, District, and Water Agency property from debris flows anticipated with the onset of rainy season. The rainy season officially began on November 1, and a series of storms have already dropped up to three inches of rain on the fire burned areas. The purpose is to protect staff and the public from uncontrolled debris flow and mudslides. Additionally, critical access will be maintained to areas still impacted by the fires ensuring that residents and the debris removal teams have as many access points to remove the debris caused by the Complex Fires and protect property as possible. As long as the fire debris remains on the ground, it poses an imminent and extensive threat to public health and safety, the environment (including creating serious concerns for water quality and supply due to the presence of hazardous materials and the damage to sewer service laterals), public infrastructure, and undamaged property. This operation exceeds the capacity of County forces and would pull staff from conducting necessary ongoing recovery operations.

The normal contracting process takes two to three months from a minimum advertising period through assessing bids and awarding and executing contracts. This delay would mean that it would not be possible to provide the necessary public services needed to protect public health and safety in a timely manner.

Public Contract Code section 22050 authorizes the County, the District, and the Water Agency to enter into contracts for public projects as may be necessary to mitigate emergency conditions without giving notice for bids. Additionally, pursuant to Public Contract Code Section 22035, this emergency work may proceed without adopting plans or specifications. If approved, this item will be brought back to the Board every 14 days thereafter to determine [by 4/5 vote] if there is a need to continue the action without competitive bidding. The Boards are obligated to terminate the waiver of the bid process at the earliest possible date that conditions warrant so that the remainder of the work may be completed under the bid process.

Staff recommend making a finding in the resolution that the requirements of CEQA do not apply because the emergency work is exempt because the emergency described above came about in a “sudden and unexpected manner” and poses an “imminent danger, demanding immediate action to prevent or mitigate” loss of life and property as those phrases are used in the definition of the word “emergency” contained in section 15359 of the California Administrative Code and as the word “emergency” is used in sections 210801(b)(2) and (b)(4) of the Public Resources Code; however the Director of Regional Parks, General Manager of the District and General Manager of the Water Agency shall, to the extent they deems feasible in their sole discretion, take steps to mitigate any apparent and significant environmental impacts of the work authorized herein.

Staff recommends ratifying any contracts for the removal/stabilization of dangerous conditions, or related emergency issues described herein, entered into by Director of Regional Parks, General Manager of the District and General Manager of the Water Agency subsequent to the drafting this report to the date of this Board action.

**Prior Board Actions:**

11/7/17, 11/21/17, 12/5/17, 12/19/17, 12/29/17, and 1/9/18: The Board of Supervisors and the Boards of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Water Agency, the Russian River County Sanitation District, the Occidental County Sanitation District, the Sonoma Valley County Sanitation District, and the South Park County Sanitation District adopted Resolution No. 17-0433, 17-0452, 17-0454, 17-0508, 17-0514, and 18-0005 respectively, extending emergency contracting authority for 14 days pursuant to California Public Contracts Code section 22050.

10/31/17: The Board of Supervisors adopted Resolution No. 17-0427 extending the delegation of emergency contracting authority to the Director of Transportation and Public Works.

10/24/17: The Board of Supervisors and the Boards of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Water Agency, the Russian River County Sanitation District, the Occidental County Sanitation District, the Sonoma Valley County Sanitation District, and the South Park County Sanitation District adopted Resolution No. 17-0415.

10/17/17: The Board of Supervisors adopted Resolution No. 17-0392 delegating emergency contracting authority to the Director of Transportation and Public Works.

<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
Adopting a resolution waiving competitive bidding due to the local emergency helps to ensure the safety of the community by removing and/or stabilizing dangerous conditions that pose a safety threat to the public and ensuring the continued provision of essential public services.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment A: Resolution Suspending Competitive Bidding Due to Local Emergency			

<b>Related Items "On File" with the Clerk of the Board:</b>



County of Sonoma  
State of California

Resolution No.

575 Administration Drive  
Santa Rosa, California

Date: 1/23/2018

**CONCURRENT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, THE BOARD OF DIRECTORS OF THE SONOMA COUNTY AGRICULTURAL AND OPEN SPACE DISTRICT, THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY, THE BOARD OF DIRECTORS OF THE RUSSIAN RIVER COUNTY SANITATION DISTRICT, THE BOARD OF DIRECTORS OF THE SOUTH PARK COUNTY SANITATION DISTRICT, THE BOARD OF DIRECTORS OF THE OCCIDENTAL COUNTY SANITATION DISTRICT, AND THE BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT FINDING AND DECLARING A CONTINUING EMERGENCY NEED TO ABATE AND STABILIZE DANGEROUS CONDITIONS ON AND ADJACENT TO PUBLIC PROPERTY, EXTENDING THE SUSPENSION OF THE REQUIREMENT OF COMPETITIVE BIDDING, DELEGATING AUTHORITY TO EXECUTE CONTRACTS FOR THE WORK, RATIFYING ANY CONTRACTS MADE BY THE COUNTY DIRECTOR OF REGIONAL PARKS, AND/OR THE GENERAL MANAGERS OF THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT OR THE SONOMA COUNTY WATER AGENCY, AND MAKING A DETERMINATION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (4/5THS VOTE REQUIRED)**

**WHEREAS**, conditions of extreme peril to the safety of persons and property arose within the County of Sonoma caused by threat of the existence of multiple fires, referred to as the Sonoma Complex Fires, commencing on or about midnight on the 8<sup>th</sup> day of October, 2017, at which time the Board of Supervisors, and the Board of Directors for the Sonoma County Agricultural and Open Space District (“District”), the Board of Directors for the Sonoma County Water Agency, the Board of Directors of the Russian River County Sanitation District, the Board of Directors of the South Park County Sanitation District, the Board of Directors of the Occidental County Sanitation District, and the Board of Directors of the Sonoma Valley County Sanitation District (collectively “Water Agency”) were not in session; and



**WHEREAS**, the County Administrator of the County of Sonoma did proclaim the existence of a local emergency within the Sonoma County Operational Area on the 9th day of October, 2017 and then made another proclamation with a request that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster; and

**WHEREAS**, on October 10, 2017, the Sonoma County Board of Supervisors, Board of Directors of the District, and the Board of Directors of the Sonoma County Water Agency ratified the Proclamation, to continue the local emergency, make available to the County/Operational Area state and local mutual aid, and allow for any state emergency funding if it is made available; and

**WHEREAS**, the scope of disaster caused by the fast-moving and widespread scope of the destruction of the fire, including loss of many homes and evacuation of thousands of people, has caused the Governor of the State of California to proclaim a State of Emergency and declare eligibility for Fire Management Assistance Grant and other relief programs and the President of the United States to approve a Major Disaster Declaration making federal funding available; and

**WHEREAS**, as a result of the Sonoma Complex Fires, dangerous conditions have arisen on numerous properties owned or maintained by the County, the District and the Water Agency that were sudden and unexpected, and pose a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

**WHEREAS**, many County, District, and Water Agency owned or maintained properties have been damaged by the fires, including hillsides and slopes that are unstable due to a loss of brush and tree cover which would normally prevent erosion and slides, and there is an urgent need for action to stabilize those areas before the winter rains; and

**WHEREAS**, the Water Agency operates and manages several sanitation districts or zones within the County of Sonoma, including the Russian River County Sanitation District Property, Occidental County Sanitation District, Sonoma Valley County Sanitation District, South Park County Sanitation District, Airport/Larkfield/Wikiup Sanitation Zone, Geyserville Sanitation Zone, Penngrove Sanitation Zone and Sean Ranch Sanitation Zone. As a result of the Sonoma Complex Fires, there is an immediate risk to safety and public health if hazardous waste enters the sanitation systems because it could disrupt the sanitation plants and/or pass through the

sanitation systems and be disbursed into county watersheds. Therefore, there is an urgent need to plug sewer laterals on private property to prevent any hazardous waste from entering the systems; and

**WHEREAS**, the dangerous conditions that have arisen require the immediate abatement and removal of these comprised trees and other dangerous conditions to protect to protect public safety and preserve County, District, and Water Agency property from debris flows anticipated with the imminent onset of the rainy season; and

**WHEREAS**, the rainy season officially began on November 1, and a series of storms have already dropped up to six inches of rain on the fire burned areas; and

**WHEREAS**, the Board of Supervisors and Boards of Directors previously adopted a concurrent Resolution No. 17-0415 delegating emergency contracting authority to the Directors of General Services, Regional Parks, and Transportation and Public Works, and the General Managers of the District and Water Agency pursuant to California Public Contract Code section 22050 and subsequently extended the delegation of emergency contracting authority for 14 days through the adoption of concurrent Resolution No. 17-0433 on November 7, 2017, the adoption of concurrent Resolution No. 17-0452 on November 21, 2017, the adoption of concurrent Resolution No. 17-0454 on December 5, 2017, the adoption of concurrent Resolution No. 17-0508 on December 19, 2017, the adoption of concurrent Resolution No. 17-0514 on December 29, 2017, and most recently through the adoption concurrent Resolution No. 18-0005 on January 9, 2018; and

**WHEREAS**, as long as these dangerous conditions remain on or adjacent to County, District, and Water Agency property, they pose an imminent and extensive threat to public health and safety, the environment (including creating serious concerns for water quality and supply due to the presence of hazardous materials and the damage to sewer service laterals), public infrastructure, and undamaged property; and

**WHEREAS**, the County, the District, and the Water Agency do not have the capacity and/or expertise to deliver these safety measures and would normally issue a notice inviting bids to hire a contractor; and

**WHEREAS**, the normal contracting process takes two to three months from a minimum advertising period through assessing bids and awarding and executing contracts; and

**WHEREAS**, this delay would mean that it would not be possible remove and stabilize the dangerous conditions or provide the necessary public services needed to protect public health and safety in a timely manner; and

**WHEREAS**, these Boards find, based upon substantial evidence, that the emergency will not permit a delay resulting from a formal competitive solicitation for bids and this action is necessary to respond to an emergency;

**NOW, THEREFORE, BE IT RESOLVED** that these Boards hereby concurrently find, declare, determine and order as follows:

1. *Correctness of Recitations.* That the foregoing recitations are true and correct and incorporated herein. Substantial evidence exists that the emergency created by the Sonoma Complex Fires will not permit a delay resulting from competitive solicitation of binds. This action is necessary to respond to the emergency; and
2. *Delegation of Authority.* That the Director of Regional Parks, and the General Managers of the District and Water Agency, with the assistance of County Counsel, are authorized to enter into contracts with contractors and to take such other action as they deems reasonable and necessary to immediately remove and stabilize dangerous conditions on and along property owned or maintained by the County, District or Water Agency to protect the public health and safety, and to protect property owned or maintained Sonoma County Water Agency property and to install the necessary utilities needed to provide essential public services; provided that the authority hereby delegated is limited to the incurring of obligation in an amount not to exceed \$100,000 per contract for the Director of Regional Parks, an amount not to exceed \$45,000 per contract for the General Manager of the District, and in an amount not to exceed \$750,000 per contract for the General Manager of the Water Agency; and
3. *Suspension of Competitive Bidding.* That the requirements of public bidding contained in the Public Contract Code, should such requirements have been applicable absent an emergency, are suspended because of the existence of the dangerous conditions in and along numerous properties owned or maintained by the County, District or Water Agency which could constitute a great public calamity and the immediate need to undertake work to remove the dangerous conditions and stabilize the property, or to install utilities needed to provide essential public services, but that this suspension shall be limited to work deemed reasonable and necessary by the Directors of General Services and Regional

Parks, and the General Managers of the District and Water Agency to protect property and to provide continuity of public services; and

4. *Directors' and General Managers' duty to Coordinate and Report.* That the Director of Regional Parks, and the General Managers of the District and Water Agency, are directed, while carrying out the authority delegated by this resolution, to:
  - a. Coordinate their activities as they deem necessary with the staff of the County of Sonoma, District and/or Water Agency and other affected and interested public regulatory agencies and public utilities; and
  - b. Report to these Boards on actions taken pursuant to this resolution and other matters related to this emergency every 14 days; and
  - c. To inspect, observe and prepare a post work report;
5. *Determination of CEQA Exemption.* That the requirements of CEQA do not apply because the emergency work is exempt because the emergency described above came about in a "sudden and unexpected manner" and poses an "imminent danger, demanding immediate action to prevent or mitigate" loss of life and property as those phrases are used in the definition of the word "emergency" contained in section 15359 of the California Administrative Code and as the word "emergency" is used in sections 210801(b)(2) and (b)(4) of the Public Resources Code; however the Director of Regional Parks, and the General Managers of the District and Water Agency shall, to the extent they deem feasible in their sole discretion, take steps to mitigate any apparent and significant environmental impacts of the work authorized herein.
6. *Notice of CEQA Exemption.* This resolution shall constitute a notice of exemption from the requirements of the California Environmental Quality Act;
7. *Ratification of Prior Actions.* All acts by the Director of Regional Parks, the General Manager of the Sonoma County Agricultural Preservation and Open Space District, and the General Manager of the Sonoma County Water Agency pursuant to the Proclamation of Local Emergency for the Sonoma Complex Fires are also hereby ratified.

**PASSED AND ADOPTED** by these Boards this 23rd day of January, 2017.

**BOARD OF SUPERVISORS:**

Gorin            Rabbitt            Zane            Hopkins            Gore

Ayes\_\_\_\_\_ Noes\_\_\_\_\_ Absent\_\_\_\_\_ Abstain\_\_\_\_\_

**SO ORDERED**

Resolution No. \_\_\_\_\_

**BOARD OF DIRECTORS OF THE SONOMA COUNTY AGRICULTURAL AND OPEN SPACE DISTRICT:**

Gorin            Rabbitt            Gore            Hopkins            Zane

Ayes\_\_\_\_\_ Noes\_\_\_\_\_ Absent\_\_\_\_\_ Abstain\_\_\_\_\_

**SO ORDERED**

Resolution No. \_\_\_\_\_

**BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY:**

Gorin            Rabbitt            Gore            Hopkins            Zane

Ayes\_\_\_\_\_ Noes\_\_\_\_\_ Absent\_\_\_\_\_ Abstain\_\_\_\_\_

**SO ORDERED**

Resolution No. \_\_\_\_\_

**BOARD OF DIRECTORS OF THE RUSSIAN RIVER COUNTY SANITATION DISTRICT:**

Gorin            Rabbitt            Gore            Hopkins            Zane

Ayes\_\_\_\_\_ Noes\_\_\_\_\_ Absent\_\_\_\_\_ Abstain\_\_\_\_\_

**SO ORDERED**

Resolution No. \_\_\_\_\_

**BOARD OF DIRECTORS OF THE SOUTH PARK COUNTY SANITATION DISTRICT:**

Gorin            Rabbitt            Gore            Hopkins            Zane

Ayes\_\_\_\_\_ Noes\_\_\_\_\_ Absent\_\_\_\_\_ Abstain\_\_\_\_\_

**SO ORDERED**

Resolution No. \_\_\_\_\_

**BOARD OF DIRECTORS OF THE OCCIDENTAL COUNTY SANITATION DISTRICT:**

Gorin            Rabbitt            Gore            Hopkins            Zane

Ayes\_\_\_\_\_ Noes\_\_\_\_\_ Absent\_\_\_\_\_ Abstain\_\_\_\_\_

**SO ORDERED**

Resolution No. \_\_\_\_\_

**BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION**

Gorin            Hundley            Zane

Ayes\_\_\_\_\_ Noes\_\_\_\_\_ Absent\_\_\_\_\_ Abstain\_\_\_\_\_

**SO ORDERED**

Resolution No. \_\_\_\_\_



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors of the County of Sonoma, Board of Directors of the Sonoma County Water Agency, Board of Commissioners of the Community Development Commission, and Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Maggie Miller, (707) 565-3565

**Supervisorial District(s):**

**Title:** Miscellaneous Classification and Allocation Changes

**Recommended Actions:**

Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU – Local 1021, Salary Table Scales, to establish the new classifications and salaries for Community Health Worker I, Community Health Worker II, Community Health Worker Specialist, and Water Agency Senior Technical Writing Specialist, effective January 23, 2018.

Adopt a Concurrent Resolution amending Salary Resolution No. 95-0926 Salary Tables, to establish the new classifications and salaries for Administrative Trainee - Project, Administrative Analyst I – Project, Administrative Analyst II – Project, Administrative Analyst III – Project, and Principal Administrative Analyst – Project, Deputy Human Resources Director and Employee Benefits Manager, delete the classification of Assistant Human Resources Director, and to amend the salary of Assistant Executive Director CDC, effective January 23, 2018.

Adopt a Concurrent Resolution amending the Allocation Table of the Department of Health services to add 3.0 full-time equivalent Community Health Worker II and 14.0 full-time equivalent Community Health Worker Specialist allocations, and delete 8.0 full-time equivalent Public Health Aide II and 9.0 full-time equivalent Public Health Assistant allocations; the Human Resources Department to add 2.0 full-time

equivalent Deputy Human Resources Director and 1.0 Employee Benefits Manager, and delete 1.0 full-time equivalent Assistant Human Resources Director and 1.0 full-time equivalent Risk Management Analyst III allocation; and the Sonoma County Water Agency to add 1.0 full-time equivalent Administrative Services Officer II – Time Limited, 1.0 full-time equivalent Accountant III, 1.0 full-time equivalent Senior Office Assistant, 1.0 full-time equivalent Department Information Systems Specialist, 2.0 full-time equivalent Project Specialist, and 2.0 full-time equivalent Water Agency Senior Technical Writing Specialist allocations, and delete 1.0 full-time equivalent Accountant II, 1.0 full-time equivalent Office Assistant II, 1.0 full-time equivalent Engineering Technician III, and 4.0 full-time equivalent Technical Writing Specialist allocations, and to approve the revised specification for the Water Agency Technical Writing Manager classification, effective January 23, 2018.

**Executive Summary:**

The County’s Human Resources Department is responsible for managing the County-wide classification and compensation structure. Components of this responsibility include ensuring employees are appropriately classified, administering the County’s salary structure, and assisting departments with organizational changes when they involve classification reviews. Regularly, the department conducts classification and compensation analyses, reports, and recommendations that are presented to incumbents, unions, departments, and in many situations the Civil Service Commission. Ensuring employees are appropriately classified and having a sound classification plan results in the County’s ability to attract and retain a highly qualified, engaged workforce charged with providing the most efficient services possible for our community.

Several times throughout each year, Human Resources coordinates “Miscellaneous Classification and Allocation Change” Items for Board approval, which allow Human Resources and departments to implement the outcomes of classification, compensation, and allocation change recommendations. Accordingly, in resolutions before your Board today, Human Resources requests approval to establish eleven new job classifications, amend the salary of one position, and to amend various Department Allocation Lists resulting from reclassifications that include the addition of 26.85 positions and deletion of 24.85 positions, reflecting a 2.0 FTE net add effective January 23, 2018. Of the position adds 1.0 will support the Office of Recovery & Resiliency, and 1.0 as a result of the Human Resources Department re-organization which will be adjusted with the deletion of a position that is currently filled at a later date. These recommendations are a result of careful analysis and/or completed classification studies, some of which have also been approved by the County’s Civil Service Commission for those departments and classifications under the purview of the Commission. Where applicable, incumbents in the studied positions will be retained in accordance with Civil Service Rules 3.3B, or pursuant to Water Agency Personnel Policy, Article V - Reclassification.

**Discussion:**

Classification is a method for categorizing jobs based on duties, responsibilities, and a variety of other factors. A classification plan contains all of the classifications in the agency and forms the basis for setting job expectations, consistent and fair job entrance requirements, equitable compensation, and plays an important role in the budget. Human Resources is responsible for managing the County’s classification plan by evaluating job descriptions for vacant, filled, and new positions to ensure that they are assigned to the



appropriate classifications. Positions are assigned, or allocated, to departments based on Human Resources' determination of the appropriate classification.

The majority of the County's positions/classifications are in the County's Civil Service System. Therefore, most classification changes and new classifications are reviewed and approved by the Civil Service Commission, and the Board has final approval authority prior to the implementation of any classification changes. As part of this effort, Human Resources is seeking approval for the following changes in classifications and allocations.

**Department of Health Services:**

The Department of Health Services (DHS) requested a position review study of eight Public Health Aide I/II positions and nine Public Health Assistant positions in various programs of its Public Health Division. L. B. Hayhurst & Associates, a professional classification consulting firm, was retained to conduct this study and recommended that the positions be reclassified to a new Community Health Worker series to reflect the positions' community contact and outreach focus. This new series is comprised of the entry, journey, and advanced-journey levels of Community Health Worker I, Community Health Worker II, and Community Health Worker Specialist, respectively.

Human Resources' recommendations for the new Community Health Worker class series, the reclassification of positions as outlined in the table below, and the retention of incumbents in accordance with Civil Service Rule 3.3B were approved by the Civil Service Commission at its meeting on June 1, 2017.

Program	Current Positions/Classifications	New Positions/Classifications
Children's Medical Services	4 Public Health Assistants	4 Community Health Worker Specialists
Medical Therapy Unit	1 Public Health Assistant	3 Community Health Worker Specialists
	2 Public Health Aide IIs	
Women, Infants, & Children	4 Public Health Assistants	7 Community Health Worker Specialist
	3 Public Health Aide IIs (Breastfeeding Peer Counselors)	
	3 Public Health Aide IIs	3 Community Health Worker IIs

Bargaining Unit and Fair Labor Standards Act Determinations: Pursuant to the County's Employee Relations Policy, Human Resources determined that the new classifications of Community Health Worker I, Community Health Worker II, and Community Health Specialist should be allocated to SEIU, Bargaining Unit 25-Social Services. Human Resources also found that all four classes are non-exempt and eligible for overtime pay, pursuant to the guidelines of the Fair Labor Standards Act.

Salary Recommendations: Human Resources determined that there were a sufficient number of match classes for the advanced journey level of Community Health Worker Specialist to set salary externally at \$4,475/monthly I-step and recommends this class be set as a benchmark for the ongoing administration of salaries in this class series.

After evaluating internal equity factors, Human Resources determined appropriate salary differentials between the new benchmark and the Community Health Worker I and II classifications, which are illustrated in the table below.

Class Title	Proposed Monthly I-Step	Ongoing Salary Administration
Community Health Worker I	\$3,555	10% below Community Health Worker II
Community Health Worker II	\$3,912	14% below Community Health Worker Specialist
Community Health Worker Specialist	\$4,475	Benchmark Classification

Human Resources, the Department of Health Services’ management, and SEIU participated in several meet and confer sessions which resulted in a Letter of Agreement between the parties.

**Sonoma County Water Agency:**

SEIU-Represented Positions Study:

Through negotiations with SEIU, Human Resources and the Sonoma County Water Agency (SCWA) agreed to conduct a classification and compensation study of all SEIU-represented positions. Koff & Associates, a professional consulting firm, was retained to conduct the study.

Human Resources is bringing the study forward for approval in phases due to its size and complexity. The first phase is comprised of the consultant’s recommendations of 21 positions that were studied and determined to either be appropriately classified or recommended for reclassification to existing County classifications. The table below provides the details for these recommendations:

Positions Studied	Study Recommendation
3.0 Account Clerk II Positions	No Change
1.0 Accounting Technician Position	No Change
2.0 Department Information Systems Specialist II Positions	No Change
1.0 Materials and Equipment Specialist	No Change
2.0 Office Assistant II Positions	No Change
1.0 Payroll Clerk Position	No Change
1.0 Right of Way Agent I Position	No Change
2.0 Senior Account Clerk Position	No Change
2.0 Senior Office Assistant Positions	No Change
1.0 Vegetation Control Advisor Position	No Change
1.0 Accountant II Position	Reclassify to Accountant III
1.0 Engineering Technician III Position	Reclassify to Department Information Systems Specialist II
1.0 Technical Writing Specialist Position	Reclassify to Project Specialist

1.0 Assistant Project Specialist Position (This is an under fill of a Technical Writing Specialist Allocation)	Reclassify to Project Specialist
1.0 Office Assistant II Position	Reclassify to Senior Office Assistant

Human Resources and SCWA management have reached agreement with SEIU Local 1021 on these recommendations through the meet and confer process. The recommendations for the remaining positions included in this study will be brought forward to approval once the meet and confer process is complete.

Water Agency Senior Technical Writing Specialist:

Prior to the start of the aforementioned study, the Water Agency requested a study of two Technical Writing Specialist positions. As a result of its analysis, Human Resources determined that a new Water Agency Senior Technical Writing Specialist class would be necessary to accurately describe the body of work performed. Further, Human Resources recommends reclassifying the two studied positions and the promotion of the incumbents pursuant to Water Agency Personnel Policy, Article V – Reclassification; and updates to the Water Agency Technical Writing Manager specification as a result of the study.

Bargaining Unit, Fair Labor Standards Act, and Civil Service Determinations: Pursuant to the County’s Employee Relations Policy, Human Resources determined that the new classification of Water Agency Senior Technical Writing Specialist should be allocated to SEIU, Bargaining Unit 0005- Service & Technical Support Non-Supervisory. Human Resources also found the classification is non-exempt, and eligible for overtime pay, pursuant to the guidelines of the Fair Labor Standards Act. Further, Human Resources has determined that this Water Agency-specific classification is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Salary Recommendation: Human Resources determined that there was not a sufficient number of external market match classes and conducted an internal equity analysis to determine the appropriate salary. Based on this analysis, Human Resources recommends setting Water Agency Senior Technical Writing Specialist salary at \$7,681/Monthly I-Step which is 9% above the journey-level of the class series. The salary will be administered at 9% above the Technical Writing Specialist for ongoing salary administration. Human Resources, the Sonoma County Water Agency’s management, and SEIU participated in several meet and confer sessions which resulted in a Letter of Agreement between the parties.

Administrative Services Officer II – Time Limited:

The County Administrator’s Office and the Sonoma County Water Agency identified the need for dedicated support for Sonoma Complex Fire recovery efforts tied to agricultural and open space lands, and the protection and resilience of the County’s critical water and species resources. Based on a review of the required intermediate term responsibilities for integrating existing plans into the County’s Recovery and Resilience Plan and for collaborating with multiple County departments and external organizations, Human Resources determined the Administrative Services Officer II – Time-Limited classification with an expiration date of February 6, 2023 would be the most appropriate match for the position.

SCWA is a special agency and its employees and positions are not under the purview of the County’s Civil Service System and Commission, although they do use County-wide job classification for many positions.

The Board of Directors of The Sonoma County Water Agency must pass a resolution to enact recommendation classification changes.

**County Administrator’s Office:**

On December 19, 2017 the Board approved the creation of the Office of Recovery & Resiliency within the County Administrator’s Office to provide project oversight for the County’s Recovery and Resilience Plan’s efforts in the areas of Housing, Economic Recovery, Safety Net, and Infrastructure. The County Administrator’s Office determined that additional positions within the newly established Office would be needed to effectively support the Plan. Considering the required responsibilities for conducting research, coordinating community outreach, analyzing data, developing recommendations, and providing input to the Board of Supervisors, Human Resources determined that these positions would be most appropriately classified in the Administrative Analyst series.

While not permanent, the County Administrator’s Office anticipates the need for these recovery-dedicated roles to exceed the bounds appropriate for extra-help appointments. Therefore, Human Resources recommended the use of Project classifications. Project classification are designed for specific project-focused positions and they have a maximum allocation/use period of five years. Allocations would be eliminated at the end of their designated term or five years, whichever is sooner.

In order to provide flexibility in hiring incumbents at the appropriate level and to afford incumbents promotional opportunities, Human Resources recommended the creation of Project classifications at each level in the Administrative Analyst series (i.e., Administrative Trainee – Project, Administrative Analyst I– Project, Administrative Analyst II– Project, Administrative Analyst III– Project, and Principal Administrative Analyst – Project). The Civil Service Commission approved the new classifications at its meeting on December 21, 2017.

Bargaining Unit, Fair Labor Standards Act, and Salary Determinations: With the exception of their limited duration, Project classifications are designed to mirror the employment conditions of their “regular” classification counterparts. Therefore, Human Resources has determined that the new classifications should be allocated under Salary Resolution No. 95-0926, Bargaining Unit 0050 – Unrepresented Administrative Management, and that all four classifications are exempt and not eligible to overtime pay pursuant to the Fair Labor Standards Act. The recommended salaries for each of the classifications are tied to the non-project classifications and should be administered as detailed in the table below.

<b>Class Title</b>	<b>Proposed Monthly I-Step</b>	<b>Ongoing Salary Administration</b>
Administrative Trainee – Project	\$6,200	Tied to Administrative Trainee
Administrative Analyst I – Project	\$7,284	Tied to Administrative Analyst I
Administrative Analyst II – Project	\$8,202	Tied to Administrative Analyst II
Administrative Analyst III – Project	\$9,267	Tied to Administrative Analyst III
Principal Administrative Analyst – Project	\$11,039	Tied to Principal Administrative Analyst

**Human Resources Department:**

On November 7, 2017, Human Resources sought Board approval of organizational concepts, including a deputy director executive management structure, a specialized job class to manage the County's benefit programs, improved supervisory capacity in the benefits unit, and consolidation of two functional units in the Risk Division. These changes are designed to improve many aspects of department operations.

Human Resources retained Ralph Andersen & Associates, a professional consulting firm, to perform the resulting classification work. Their recommendation was to create a new Deputy Human Resources Director classification and add two allocations in this classification, to delete the existing Assistant Human Resources Director class and delete the current allocation in this class, create a new Employee Benefits Manager classification and delete one Risk Management III allocation. The Civil Service Commission approved the new classifications at its meeting of January 18, 2018.

Human Resources is seeking the Board's approval for the consultant's recommendations noted above, and will conduct recruitments for the two Deputy Director and the Employee Benefits Manager positions within the next 90 days. Once these processes are complete, the Department will submit a request to delete another allocation in the Risk Management Analyst class series to ensure that there is no increase in the Department's approved allocated positions or adopted overall budget.

Salary Recommendations: Based on an evaluation of both market data and internal equity factors, Human Resources recommends that the salary for Deputy Human Resources Director be set at \$13,149/Monthly I-Step, which is 22% less than that of the Human Resources Director. Additionally, Human Resources recommends using the 22% differential for ongoing salary administration. For the new Employee Benefits Manager classification, Human Resources determined that the salary should be set based on market data and in an appropriate relationship with the related classification of Risk Management Analyst III and recommends setting the salary at \$9,707/Monthly I-Step, and using a 5% differential above the Risk Management Analyst III classification for ongoing salary administration.

Bargaining Unit, Fair Labor Standards Act, and Salary Determinations: Human Resources has determined that the Deputy Human Resources Director and Employee Benefits Manager classifications should be allocated under Salary Resolution No. 95-0926, Bargaining Unit 0050 – Unrepresented Administrative Management, and they are exempt and not eligible to overtime pay pursuant to the Fair Labor Standards Act.

**Community Development Commission:**

A problem with the salary administration for a vacant position, the Executive Assistant Director, at the Community Development Commission (CDC) was identified as Human Resources conducted a recruitment. This issue resulted in challenges to fill the position. The CDC's role in Sonoma County's fire recovery efforts with regard to housing has increased the urgency and importance of filling this vacancy. Human Resources has determined an immediate need to address the salary for the Assistant Executive Director.

Human Resources conducted a salary analysis and recommends setting the Assistant Executive Director's salary at \$13,009/Monthly I-step, 20% above the Community Development Manager's classification and using this differential for ongoing salary administration.

**Consequences of Non-Approval:** If these requests are not approved, the above positions will not be allocated to the correct classifications and classification changes approved by the County's Civil Service Commission will not be implemented.

<b>Prior Board Actions:</b>			
Throughout the year, Human Resources submits several Miscellaneous Classification, Compensation, and Allocation Change Board Items that require Board approval in order to be fully adopted and implemented.			
<b>Strategic Plan Alignment</b>		Goal 4: Civic Services and Engagement	
These changes support the alignment of the public services provided by the departments with community's needs by ensuring a professionally managed county organization that is accessible, transparent, fiscally responsible, and accountable to the public.			
<b>Fiscal Summary</b>			
	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
<b>Expenditures</b>			
Budgeted Expenses	CDC: \$9,450 DHS: \$37,706 HRD: 119,469 WTR: \$70,575	CDC: \$22,681 DHS: \$86,758 HRD: \$286,726 WTR: \$169,379	CDC: \$22,681 DHS: \$86,758 HRD: \$286,726 WTR: \$169,379
Additional Appropriation Requested	\$0		
<b>Total Expenditures</b>	<b>\$237,200</b>	<b>\$565,544</b>	<b>\$565,544</b>
<b>Funding Sources</b>			
General Fund/WA GF	CDC: \$189 HRD: \$32,076 WTR: \$70,575	CDC: \$453 WTR: \$169,379	CDC: \$453 WTR: \$169,379
State/Federal	CDC: \$6,615 DHS: \$37,706	CDC: \$15,877 DHS: \$86,758	CDC: \$15,877 DHS: \$86,758
Fees/Other	CDC: \$2,174 HRD: \$87,393	CDC: \$5,217 HRD: \$286,726	CDC: \$5,217 HRD: \$286,726
Use of Fund Balance	CDC: \$472	CDC: \$1,134	CDC: \$1,134
Contingencies			
<b>Total Sources</b>	<b>\$237,200</b>	<b>\$565,544</b>	<b>\$565,544</b>

**Narrative Explanation of Fiscal Impacts:**

**Department of Health Services:** The estimated increase associated with these changes for FY 17-18 is \$37,706 and the department has sufficient appropriations funded from federal sources to cover the increases. The estimated increase for FY 18-19 is \$86,758, and the department will have to manage this increase through the FY 18-19 budget process as the State, Federal, and Realignment funding sources that fund these positions fluctuate.

**Sonoma County Water Agency:** The seven position reclassifications represent a total annual increase of \$58,177, projected to be an ongoing expense, and 1 position addition (Administrative Services Officer II - Time Limited), working for CAO and funded by SCWA, represents an annual increase of \$111,202. The time limited position is projected to end in 2023. The increase of \$70,575 in salary and benefits to the adopted FY 17-18 budget will be funded from Water Agency’s general fund. Projected increases for FY 18-19 and 19-20 are \$169,379 annually and will also be funded from Water Agency’s general fund.

**Human Resources Department:** The estimated additional cost of \$119,469 in FY 17-18 will be financed through departmental salary savings. Beginning in FY 18-19, the additional \$286,726 in annual salary benefits will be funded from the future deletion, in the next 90 days, of a Risk Management Analyst III position in the amount of approximately \$194,515, and the remaining cost of \$92,211 in annual salary and benefits will be budgeted for the positions.

**Community Development Commission:** Sonoma County Community Development Commission has sufficient appropriations in FY 17-18 to absorb this additional \$9,450 of salary costs. Actual Salary Savings year to date have been higher than budgeted as several key positions have taken longer to fill than had been anticipated. These empty position have reduced the CDC’s overall Salary costs in FY 17-18. The CDC does not anticipate needing an increase in General Fund support over current funding levels to cover the cost burden of this increase in future years

**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
Public Health Aide I/II	I: \$2,589.77 - \$3,146.33 II: \$2,848.92 – \$3,462.88		(7.05)
Public Health Assistant	\$3,537.67 - \$4,301.21		(8.8)
Community Health Worker I/II	I: \$2,965.44 - \$3,605.48 II: \$3,262.85 - \$3,967.25	2.5	
Community Health Worker Specialist	\$3,701.14 - \$4,497.72	13.35	
Accountant I/II	I: \$4,584.71 - \$5,572.61 II: \$5,339.55 - \$6,490.94		(1.0)

Accountant III	\$ 6,322.23 - \$7,684.08	1.0	
Office Assistant I/II	I: \$ 2,732.39 - \$3,323.74 II: \$ 3,047.20 - \$3,704.64		(1.0)
Senior Office Assistant	\$3,469.84 - \$4,219.46	1.0	
Engineering Technician I/II/III	I: \$3,880.30 - \$4,716.89 II: \$4,516.88 - \$5,489.13 III: \$5,263.02 - \$6,397.02		(1.0)
Department Information Systems Specialist I/II	I: \$5,407.38 - \$6,570.95 II: \$5,951.77 - \$7,235.35	1.0	
Technical Writing Specialist	\$5,796.98 - \$7,047.51		(4.0)
Project Specialist	\$5,988.30 - \$7,278.83	2.0	
Water Agency Senior Technical Writing Specialist	\$6,318.76 - \$7,680.60	2.0	
Administrative Services Officer II – Time Limited	\$7,623.21 - \$9,266.81	1.0	
Assistant Human Resources Director	\$11,000.86 - \$13,371.48		(1.0)
Risk Management Analyst III	\$7,571.03 - \$9,204.20		(1.0)
Deputy Human Resources Director	\$10,816.50 - \$13,148.86	2.0	
Employee Benefits Manager	\$7,984.94 - \$9,706.80	1.0	

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

**Department of Health Services:** Incumbents in 3.0 Public Health Aide IIs will be promoted to Community Health Worker II, and 5.0 Public Health Aide IIs and 9.0 Public Health Assistants will be promoted to Community Health Worker Specialist, in accordance with Civil Service Rule 3.3B.

**Human Resources Department:** The Department will fill the new Deputy Human Resources Director and Employee Benefits Manager allocations by conducting recruitments. The deleted Assistant Human Resources Director and Risk Management Analyst III allocations are vacant.

**Sonoma County Water Agency:** Incumbents in 1.0 Assistant Project Specialist (in an under fill of a Technical Writing Specialist allocation) and 1.0 Technical Writing Specialist will be promoted to Project Specialist, 2.0 Technical Writing Specialists will be promoted to Water Agency Senior Technical Writing Specialists, 1.0 Engineering Technician III will be promoted to Department Information Systems Specialist II, 1.0 Office Assistant II will be promoted to Senior Office Assistant, and 1.0 Accountant II will be promoted to Accountant III, in accordance with Water Agency Personnel Policy, Article V. Reclassification. The Agency will fill the new Administrative Services Officer II – Time Limited allocation by conducting a new recruitment.



**Attachments:**

1. Concurrent Resolution 1 amending the Memorandum of Understanding SEIU, Local 1021, with Attachment A – Salary Table Scales
2. Concurrent Resolution 2 amending the Salary Resolution No. 90-0926, with Attachment A – Salary Table Scales
3. Concurrent Resolution 3 amending the Allocation Table of the County Administrators Office, Department of Health Services, Human Resources Department, and Sonoma County Water Agency and approving updates to the Water Agency Technical Writing Manager classification specification

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

1. Classification Study Report by Human Resources recommending the creation of an Administrative Analyst - Project Series, initiated by the County Administrator’s Office
2. Classification Study Report by L.B. Hayhurst & Associates, professional consulting firm, and Human Resources recommending the creation of the Community Health Worker Series and the reclassification of Public Health Aid and Public Health Assistant positions
3. Classification Study Report by Ralph Andersen & Associates, professional consulting firm, on the Human Resources Department’s management positions
4. Classification Study Report by Koff & Associates, a professional consulting firm, for the first part of a classification study of all SEIU-represented positions at the Sonoma County Water Agency
5. Classification Study Report by Human Resources recommending the creation of a new Water Agency Senior Technical Writing Specialist classification, the reclassification of two Technical Writing Specialist positions, the promotion of two Technical Writing Specialists to Water Agency Senior Technical Writing Specialists, and an update to the specification of the Water Agency Technical Writing Manager classification



County of Sonoma  
State of California

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Date: January 23, 2018

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

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4/5 Vote Required

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**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District Amending The Memorandum of Understanding Between The County And SEIU - Local 1021, Appendix A - Salary Table Scales, Bargaining Unit 0025-Social Services Non-Supervisory, To Establish The New Classifications And Salaries For Community Health Worker I, Community Health Worker II, And Community Health Worker Specialist, And Appendix A - Bargaining Unit 0005-Service and Technical Non-Supervisory, To Establish The New Classification And Salary For Water Agency Senior Technical Writing Specialist, Effective January 23, 2018.**

**Whereas**, a classification study conducted by L.B. Hayhurst & Associates, professional consulting firm, and Human Resources identified the need for a new Community Health Worker class series to appropriately reflect the shift from clinical support to community outreach of the positions assigned to the Department of Health services Public Health Division; and

**Whereas**, at the June 1, 2017, meeting, the Civil Service Commission approved the new classifications of Community Health Worker I, Community Health Worker II, and Community Health Worker Specialist; and

**Whereas**, at the meeting of June 1, 2017, the Civil Service Commission approved reclassifying three Public Health Aide II positions to Community Health Worker II, and five Public Health Aide II and nine Public Health Assistant positions to Community Health Worker Specialist positions, and retaining the incumbents in accordance with Civil Service Rule 3.3B; and

**Whereas**, pursuant to the Employee Relations Policy, Human Resources recommends the new classifications of Community Health Worker I, Community Health Worker II, and Community Health Worker Specialist be represented by Memorandum of Understanding SEIU, Local 1021, Bargaining Unit 0025-Social Services Non-Supervisory; and

**Whereas**, a classification study conducted by Human Resources of two Technical Writing Specialist positions at the Sonoma County Water Agency recommended they be

reclassified to a new Water Agency Senior Technical Writing Specialist, and the incumbents be promoted pursuant to Water Agency Personnel Policy, Article V. Reclassification; and

**Whereas**, pursuant to the Employee Relations Policy, Human Resources recommends the new classification of Water Agency Senior Technical Writing Specialist be represented by Memorandum of Understanding SEIU, Local 1021, Bargaining Unit 0005-Service and Technical Non-Supervisory; and

**Whereas**, Human Resources determined that the classifications of Community Health Worker I, Community Health Worker II, Community Health Worker Specialist, and Water Agency Senior Technical Writing Specialist are non-exempt in accordance with the Fair Labor Standards Act; and recommends the salary range be 1705, 1876, 2128, 3633 respectively, as set forth in Attachment A.; and

**Whereas**, the Water Agency Senior Technical Writing Specialist classification is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended; and

**Whereas**, the County presented a salary proposal and offered to meet and confer on the impacts of the study recommendation to establish new classifications and salaries for the Community Health Worker I, Community Health Worker II, Community Health Worker Specialist, and for the Water Agency Senior Technical Writing Specialist all of which are represented by SEIU, Local 1021, in accordance with Government Code 3500; and

**Whereas**, the County and SEIU reached agreement on the salary proposals and executed a side letter of agreements, as set forth in Attachment B.

**Now, Therefore, Be It Resolved** that the classifications of and salaries for Community Health Worker I, Community Health Worker II, Community Health Worker Specialist, and Water Agency Senior Technical Writing Specialist be established and adopted, and that the Memorandum of Understanding between the County and SEIU - Local 1021, Appendix A - Salary Table Scales be amended to reflect the new classifications and salary ranges, as set forth in Attachment A, effective January 23, 2018.

**Supervisors:**

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

**So Ordered.**

**APPENDIX A**  
**SEIU Service and Technical Non-Supervisory -- 0005**

Job Code	Job Title	Appendix A-3 A Step Rate (March 14, 2017)
0987	WATER AGENCY SENIOR TECHNICAL WRITING SPECIALIST	\$36.33

**SEIU Social Services Non-Supervisory -- 0025**

Job Code	Job Title	Appendix A-3 A Step Rate (March 14, 2017)
3381	COMMUNITY HEALTH WORKER I	\$17.05
3382	COMMUNITY HEALTH WORKER II	\$18.76
3383	COMMUNITY HEALTH WORKER SPECIALIST	\$21.28



County of Sonoma  
State of California

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Date: January 23, 2018

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

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4/5 Vote Required

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**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District Amending Salary Resolution No. 95-0926, Appendix A - Salary Tables, Administrative Management – Bargaining Unit 0050, To Establish The New Classifications And Salaries For Administrative Trainee - Project, Administrative Analyst I – Project, Administrative Analyst II – Project, Administrative Analyst III – Project, Principal Administrative Analyst – Project, Deputy Human Resources Director, And Employee Benefits Manager, To Abolish The Classification Of Assistant Human Resources Director, And To Reflect The Amended Salary Of Assistant Executive Director CDC, Effective January 23, 2018.**

**Whereas**, a classification study conducted by Human Resources identified the need for a new Administrative Analyst - Project class series to appropriately address long term project needs such as those associated with the County’s Recovery and Resilience Plan; and

**Whereas**, at the December 21, 2017, meeting, the Civil Service Commission approved the new classifications of Administrative Trainee - Project, Administrative Analyst I – Project, Administrative Analyst II – Project, Administrative Analyst III – Project, and Principal Administrative Analyst – Project; and

**Whereas**, a classification study conducted by Ralph Andersen & Associates, professional consulting firm, identified the need for new Deputy Human Resources Director and Employee Benefits Manager classifications and the abolishment of the existing Assistant Human Resources Director classification; and

**Whereas**, at the January 18, 2018, meeting, the Civil Service Commission approved the new classifications of Deputy Human Resources Director and Employee Benefits Manager and the abolishment of the existing Assistant Human Resources Director classification; and

**Whereas**, pursuant to the Employee Relations Policy, Human Resources recommends the new classifications Administrative Trainee - Project, Administrative Analyst I – Project, Administrative Analyst II – Project, Administrative Analyst III – Project, Principal Administrative Analyst – Project, Deputy Human Resources Director, and Employee Benefits

Manager be allocated under Salary Resolution No. 95-0926, Bargaining Unit 0050-Administrative Management; and

**Whereas**, Human Resources determined that the classifications of Administrative Trainee - Project, Administrative Analyst I – Project, Administrative Analyst II – Project, Administrative Analyst III – Project, Principal Administrative Analyst – Project, Deputy Human Resources Director, and Employee Benefits Manager are exempt in accordance with the Fair Labor Standards Act; and recommends the hourly salary ranges be 2932, 3446, 3879, 4383, 5222, 6219, and 4591 respectively, as set forth in Attachment A.; and

**Whereas**, compensation and benefits for Department Heads, Administrative Management, Confidential and Unrepresented employees are established under Salary Resolution 95-0926 (Salary Resolution); and

**Whereas**, the County strives to provide competitive compensation that attracts and retains high quality employees while maintaining sound fiscal direction and administer a job classification and compensation plan that maintains appropriate internal compensation equity; and

**Whereas**, the County identified an immediate need to re-administer the salary for the Assistant Executive Director CDC, as a result of recruitment challenges stemming from the position being paid significantly under market;

**Whereas**, the County conducted a salary analysis, which included a review of comparator agencies and internal equity, and recommends setting the salary range at 6154, as set forth in Attachment A, which represents a 20% differential above the Community Development Manager;

**Now, Therefore, Be It Resolved** that Salary Resolution No. 95-0926, Bargaining Unit 50-Administrative Management, Salary Table Scales, be amended to establish and adopt the new classifications and salaries for Administrative Trainee - Project, Administrative Analyst I – Project, Administrative Analyst II – Project, Administrative Analyst III – Project, Principal Administrative Analyst – Project, Deputy Human Resources Director, and Employee Benefits Manager, that the classification of Assistant Human Resources Director be abolished, and to reflect the amended salary for Assistant Executive Director CDC, as set forth in Attachment A; and that effective January 23, 2018.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## APPENDIX A SALARY TABLES

### ADMINISTRATIVE MANAGEMENT - Unit 0050

Job Code	Job Title	A Step Rate (March 1, 2016)	A Step Rate (March 14, 2017)
0854	ADMINISTRATIVE ANALYST I - PROJECT		\$34.46
0855	ADMINISTRATIVE ANALYST II - PROJECT		\$38.79
0856	ADMINISTRATIVE ANALYST III - PROJECT		\$43.83
0836	ADMINISTRATIVE TRAINEE - PROJECT		\$29.32
9126	ASSISTANT EXECUTIVE DIRECTOR CDC**	\$53.33	<del>\$56.41</del> \$61.54
<del>0815</del>	<del>ASSISTANT HUMAN RESOURCES DIRECTOR</del>	<del>\$61.41</del>	<del>\$63.25</del>
0801	DEPUTY HUMAN RESOURCES DIRECTOR		\$62.19
0858	EMPLOYEE BENEFITS MANAGER		\$45.91
0857	PRINCIPAL ADMINISTRATIVE ANALYST - PROJECT		\$52.22



County of Sonoma  
State of California

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Date: January 23, 2018

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

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

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4/5 Vote Required

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**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Board of Directors Of The Sonoma County Water Agency, Board Of Commissioners of the Community Development Commission, And Board of Directors Of The Sonoma County Agricultural Preservation And Open Space District Amending The Allocation Tables For The Department of Health Services To Reflect The Addition Of 2.5 Full-Time Equivalent Community Health Worker II And 13.35 Full-Time Equivalent Community Health Worker Specialist Allocations, And The Deletion Of 7.05 Full-Time Equivalent Public Health Aide II And 8.8 Full-Time Equivalent Public Health Assistant Allocations; For The Human Resources Department To Reflect The Addition Of 2.0 Full-Time Equivalent Deputy Human Resources Director, 1.0 Full-Time Equivalent Employee Benefit Manager, And The Deletion Of 1.0 Full-Time Equivalent Assistant Human Resources Director, And 1.0 Full-Time Equivalent Risk Management Analyst III Allocations; And For The Sonoma County Water Agency To Reflect The Addition Of 1.0 Full-Time Equivalent Administrative Services Officer II – Time Limited, 1.0 Full-Time Equivalent Accountant III, 1.0 Full-Time Equivalent Senior Office Assistant, 1.0 Full-Time Equivalent Department Information Systems Specialist, 2.0 Full-Time Equivalent Project Specialist, And 2.0 Full-Time Equivalent Water Agency Senior Technical Writing Specialist Allocations, And The Deletion Of 1.0 Full-Time Equivalent Accountant II, 1.0 Full-Time Equivalent Office Assistant II, 1.0 Full-Time Equivalent Engineering Technician III, And 4.0 Full-Time Equivalent Technical Writing Specialist Allocations, And Approving Updates To The Water Agency Technical Writing Manager Specification, Effective January 23, 2018.**

**Whereas**, a classification study conducted by L.B. Hayhurst & Associates, professional consulting firm, and Human Resources identified the need for a new Community Health Worker class series to appropriately reflect the shift from clinical support to community outreach of the positions assigned to the Department of Health services Public Health Division; and

**Whereas**, at the June 1, 2017, meeting, the Civil Service Commission approved the new classifications of Community Health Worker I, Community Health Worker II, and Community Health Worker Specialist; and

**Whereas**, at the meeting of June 1, 2017, the Civil Service Commission approved reclassifying three Public Health Aide II positions to Community Health Worker II, and five Public Health Aide II and nine Public Health Assistant positions to Community Health Worker Specialist positions, and retaining the incumbents in accordance with Civil Service Rule 3.3B; and

**Whereas**, a classification study conducted by Ralph Andersen & Associates, professional consulting firm, identified the need for new Deputy Human Resources Director and Employee Benefits Manager classifications and abolishing the existing Assistant Human Resources Director classification; and



**Whereas**, at the January 18, 2018, meeting, the Civil Service Commission approved the new classifications of Deputy Human Resources Director and Employee Benefits Manager; and

**Whereas**, the County and the Service Employees International Union (SEIU) signed a side letter during the last negotiations whereby the County agreed to retain a consultant to conduct a classification and compensation study of all SEIU-represented positions allocated to the Sonoma County Water Agency (Agency); and

**Whereas**, Koff & Associates, a professional consulting firm specializing in classification and compensation was retained to conduct the study; and

**Whereas**, the consultant concluded that while some of the positions were appropriately classified, the duties performed by one Accountant II position are most appropriately aligned with the Accountant III classification, one Office Assistant II position are most appropriately aligned with the Senior Office Assistant classification, one Engineering Technician III position are most appropriately aligned with the Department Information Systems Specialist II classification, and one Assistant Project Specialist position and one Technical Writing Specialist position are most appropriately aligned with the Project Specialist classification, and recommended the promotion of the incumbents in pursuant to Water Agency Personnel Policy, Article V – Reclassification, and

**Whereas**, Human Resources conducted a classification study of two Technical Writing Specialists which concluded that the positions would be more appropriately classified as Senior Technical Writing Specialists, and recommended the promotion of the incumbents in pursuant to Water Agency Personnel Policy, Article V – Reclassification and updates to the specification of Water Agency Technical Writing Manager; and

**Whereas**, Human Resources reached agreement with the Service Employees International Union, Local 1021 on these reclassifications through the meet and confer process; and

**Whereas**, the County Administrator’s Office and the Sonoma County Water Agency identified the need for dedicated support for recovery efforts tied to agricultural and open space lands, and the protection and resilience of the County’s critical water and species resources; and

**Whereas**, Human Resources determined that the intermediate term responsibilities for integrating existing plans into the County’s Recovery and Resilience Plan and for collaborating with multiple County departments and external organizations are most appropriately matched with the Administrative Services Officer II – Time-Limited classification;

**Now, Therefore, Be It Resolved** that the Allocation Tables of the Department of Health Services, the Human Resources Department, and the Sonoma County Water Agency are hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
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22020104	3372	Public Health Aide II	5.55	(-5.55)	0.0	Ongoing	1638
22020105	3372	Public Health Aide II	1.5	(-1.5)	0.0	Ongoing	1638
22020103	3375	Public Health Assistant	1.8	(-1.8)	0.0	Ongoing	2034
22020104	3375	Public Health Assistant	4.0	(-4.0)	0.0	Ongoing	2034
22020105	3375	Public Health Assistant	3.0	(-3.0)	0.0	Ongoing	2034
22020104	3382	Community Health Worker II	0.0	2.5	2.5	Ongoing	1873
22020103	3383	Community Health Worker Specialist	0.0	2.0	2.0	Ongoing	2128
22020104	3383	Community Health Worker Specialist	0.0	7.05	7.05	Ongoing	2128
22020105	3383	Community Health Worker Specialist	0.0	4.3	4.3	Ongoing	2128
23010101	0815	Assistant Human Resources Director	1.0	(-1.0)	0.0	Ongoing	6325
23020100	0768	Risk Management Analyst III	5.0	(-1.0)	4.0	Ongoing	4353
23010101	0801	Deputy Human Resources Director	0.0	1.0	1.0	Ongoing	6219
23020100	0801	Deputy Human Resources Director	0.0	1.0	1.0	Ongoing	6219
23020100	0858	Employee Benefits Manager	0.0	1.0	1.0	Ongoing	4591
33010100	1007	Engineering Technician III	9.0	(-1.0)	8.0	Ongoing	3026
33010100	0159	Department Information Systems Specialist II	3.0	1.0	4.0	Ongoing	3422
33010100	0416	Accountant II	2.0	(-1.0)	1.0	Ongoing	3070
33010100	0417	Accountant III	1.0	1.0	2.0	Ongoing	3635
33010100	0002	Office Assistant II	3.0	(-1.0)	2.0	Ongoing	1752
33010100	0003	Senior Office Assistant	4.0	1.0	5.0	Ongoing	1995
33010100	0985	Technical Writing Specialist	9.0	(-4.0)	5.0	Ongoing	3333
33010100	1036	Project Specialist	0.0	2.0	2.0	Ongoing	3443
33010100	0987	Water Agency Senior Technical Writing Specialist	0.0	2.0	2.0	Ongoing	3633
33010100	0828	Administrative Services Officer II – Time-Limited	2.0	1.0	3.0	2/6/2023	4383

**Supervisors:**

Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Zane:  
 Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



July 22, 2016

**TO:** Grant Davis, General Manager; Michael Gossman, Division Manager – Administrative Services; Jay Jasperse, Water Agency Chief Engineer/Director of Groundwater Management; Susanne Oliver, Administrative Services Officer II; Susan Lyons Yu, Technical Writing Manager.

**CC:** Christina Cramer, Director of Human Resources; golbou ghassemieh, Assistant Director of Human Resources; Spencer Keyword, Recruitment and Classification Manager; Carol Allen, Employee Relations Manager; Jeremia Mills, Human Resources Analyst; Irene Rosario, Service Employees International Union Representative.

**FROM:** Maggie Miller, Principal Classification Analyst.

**RE:** Position Review and Classification Study – Technical Writing Specialist, Technical Writing Section

### Recommendations

1. Create one new job classification of Water Agency Senior Technical Writing Specialist in unclassified service.
2. Reclassify two positions of Technical Writing Specialist (TW Specialist) to Water Agency Senior Technical Writing Specialist and promote the incumbents (Rochelle Mueller and Christine Teaford), pursuant to Water Agency Personnel Policy, Article V. Reclassification.
3. Re-title and update the classification specification of Technical Writing Manager to Water Agency Technical Writing Specialist and Water Agency Technical Writing Manager, respectively, and retain them in unclassified service.
4. Study the remaining TW Specialist position(s) to determine the appropriate classification for these positions as part of the study of all SEIU-represented positions at the Agency, and update the specification for the Technical Writing Specialist as appropriate.

### Justification Submitted with Request for Study

The Sonoma County Water Agency submitted a position review request to study two TW Specialist positions in its Technical Writing Unit and to develop a Water Agency Technical Writing Specialist series that includes alternate entry and journey level classes and a senior class. The request states that the two TW Specialist positions to be studied are responsible for work in separate disciplines; however each has been scheduling, directing, and mentoring the work of other TW Specialists, and acting as a subject matter expert for projects in their respective discipline since 2011.

### Methodology

Human Resources (HR) utilized the following methodology for this classification study.

- Review of Position Description Questionnaires received from the two incumbents in the studied positions.

- Interviews of the incumbents and the Technical Writing Manager, who supervises the studied positions.
- Interviews of TW Specialists from the Grants and Funded Projects and Contract Administration/Inspection Units to better understand the full scope of the Technical Writing body of work.
- Review of work performed (i.e., assignment volume and type, as well as work samples) in each Unit.
- Review of the policies pertaining to Water Agency human resource operations.

## Findings

The Water Agency has ten TW Specialist allocations. Five are assigned the Technical Writing Unit of the Engineering and Resource Planning Division, and are supervised by a Technical Writing Manager. Three work in the Grants and Funded Projects Unit of the Administrative Services Division, perform duties related to grant writing, and are supervised by an Administrative Services Officer. Two are located in the Contract Administration/Inspection Section of the Engineering and Resource Planning Division, perform duties related to contract and project compliance, and are supervised by a Water Agency Engineer. One of the allocations in the Contract Administration/Inspection Section is under-filled with an Assistant Project Specialist.

### Technical Writing Specialist

The TW Specialist classification was established in February, 1989, specifically for the Sonoma County Water Agency, during the second phase of a major Water Agency reorganization. The specification was last updated on April 18, 2000.

The TW Specialist is a journey-level class characterized by its responsibility for preparing a variety of contracts, agreements, construction specifications, and technical reports pertaining to projects and programs. This class works with contractors, engineers, and outside consultants to refine and ensure continuity for a range of documents such as scopes of work, project specifications, plans, drawings, maps, and insurance requirements.

The current specification does not reflect legislative and procedural changes in the construction, grant administration, and contract industries since the last update. The complexity of both the work performed and the level of knowledge and skills required for successful performance support requiring three years of related experience.

### The Water Agency Technical Writing Unit

The Technical Writing Unit is responsible for composing, preparing, reviewing, and ensuring compliance and continuity for a variety of complex and detailed documents, including agreements, technical reports, construction specification manuals, and compliance documents. Additionally, the Unit manages the Request for Proposal and Request for Qualifications (RFQ/RFP) processes for all Water Agency projects and purchases; assists in the public bidding processes; reviews the most complex and detailed environmental reports and documents such as storm water management plans, Local Hazard Mitigation Plans, sanitation district five-year plan updates; and coordinates with the Agency's Grants and Funded Projects Section which prepares grant-specific copy for agreements, board agenda items, project specifications, and other technical documents for grant or loan-funded projects.

Technical writing work requests for the Unit are submitted to an electronic mail inbox, called "The Queue." The template for submissions provides details needed to identify the project manager and other stakeholders, determine appropriate document templates and insurance requirements, and

assess other aspects of process complexity and scope (e.g. required approval, public bidding, and RFQ/RFP processes). As an annual average, the Unit handles requests for 245 agreements, 45 detailed contract specification manuals, 105 board agenda items, as well as documents related to the public bidding and RFP/RFQ processes.

Given the duties performed and their related scope and complexity, HR has determined the Technical Writing class series is appropriate for positions in this Unit.

### The Studied Positions

The two positions studied serve as subject-matter experts for both their Unit and the Agency as a whole. Together, they have created templates for each step of the technical document writing process. They mentor newer, less experienced TW Specialists in the selection and use of appropriate templates and document types; document language and syntax; legal and regulatory compliance issues; processes for approval; and continuity of the documents produced with overall project and site information.

The first position studied focuses on developing agreements, RFP's and RFQ's, board agenda items, and other technical documents that are not related to construction projects.

- Approximately 55% of its time is devoted to lead level responsibilities that include providing work direction and review, training, coaching, and assistance to less experienced TW Specialists; developing and revising templates; and producing/conducting training programs designed to ensure that staff stays abreast of changes that affect both documents and project administration. Additionally, the position is responsible for monitoring and prioritizing The Queue; assisting with work assignments; determining the appropriate document templates; and garnering any additional information required prior to assigning a project to less experienced TW Specialists.
- Approximately 35% of time is spent performing the most complex technical writing tasks; including drafting, reviewing, editing, and finalizing technical documents; consulting with County Counsel and Risk Management; assessing consistency and continuity between a project and its related documents; and finalizing technical writing projects.
- Another 10% of time is spent attending meetings; coordinating activities with other units; and supporting recruitments for technical and clerical positions throughout the Agency.

The second studied position focuses on detailed construction specifications and their associated contracts.

- Approximately 33% of this position's time is spent on such lead-level duties as directing, reviewing the work of, mentoring, and guiding less experienced Specialists; ensuring proper template usage; ensuring continuity between a wide array of construction-related documents.
- Approximately 45% of its time is spent preparing the most complex and detailed construction specifications, professional service agreements, and funding documents. NOTE: After the conclusion of the review of assigned duties for the studied positions, a decision has been made to expand the positions' duties to include reviewing construction-related board agenda items.
- The remaining 22% of time is spent preparing and scheduling bid advertisements; coordinating construction contracts and documents; conducting meetings on issues or changes in policies, procedures, and/or regulatory guidelines; acting as liaison to outside agencies or County divisions; researching public contract provisions; making insurance and liability recommendations; reconciling construction specifications with plans, agreements, permits, and statutory requirements; or reviewing various environmental documents.

## **Analysis**

### Current Classification

The essential purpose of the TW Specialist class is to prepare, draft, edit, and finalize a variety of contracts and technical reports pertaining to Agency sanitation, construction, or public works projects; and to review environmental impact reports. This classification also prepares grant applications and compliance reports.

The two studied positions have been performing the most complex of these duties and spending at least 40% of their time serving as lead workers. Since these duties exceed the scope of the current classification, HR has determined that TW Specialist is not the most appropriate match class for the studied positions.

### Other Classifications Considered

During the course of the study, HR also considered the classifications of Project Specialist, Senior Project Specialist, and Pre-application Project Coordinator.

The primary purpose of the Project Specialist and the Senior Project Specialist classifications is to plan, design, and manage a variety of construction projects; administer related contracts; and develop drawings, plans, project evaluations, and progress reports. In contrast, TW Specialist primarily prepares the technical documentation to support project management and contract administration. Therefore, HR has determined that these are not appropriate classes.

The classification of Pre-application Project Coordinator is specific to the County's Permit and Resource Department (PRMD), and is designed to plan, organize, and coordinate the pre-application review process for development and construction projects that require PRMD permits. Consequently, HR has determined that this is not an appropriate match class.

Therefore, HR did not find that any other classification in the current County structure is appropriate - for the studied positions.

### **Position Review Conclusion and Recommendation**

Since the current TW Specialist specification does not adequately address either the lead-level duties or the full range of complex technical writing responsibilities required of the studied positions, HR recommends creating a new Water Agency Senior Technical Writing Specialist (Senior TW Specialist) classification.

### Water Agency Senior Technical Writing Specialist

As drafted, the Senior TW Specialist would be the lead and advanced journey-level of the Technical Writing series responsible for reviewing and assigning work, training, and mentoring TW Specialists. Water Agency Senior TW Specialist positions would also handle the most complex assignments and provide guidance and support related to technical documents.

HR has determined that the classification of Senior TW Specialist should be non-exempt under the Fair Labor Standards Act, and has assigned the class number of 0987. HR has also determined that this classification should be established in unclassified to correspond with the other level of this class series.

A community of interest analysis, pursuant to the County's Employee Relations Policy, was conducted to determine the appropriate representation and bargaining unit. Based on that analysis, the appropriate bargaining unit for Senior TW Specialist is SEIU/Service & Technical Support Non-Supervisory 05.

### Promotion of Incumbents

Since the incumbents have been performing lead-level work, HR recommends promoting the two incumbents, Rochelle Mueller and Christine Teaford, to the new classification of Water Agency Senior TW Specialist pursuant to Water Agency Personnel Policy, Article V, Reclassification.

### **Further Findings**

#### Technical Writing Manager

Technical Writing Manager is a single position management-level classification with overall responsibility for the performance of the Technical Writing Unit, and is assigned solely to the Sonoma County Water Agency. Since its last update in 1988, work processes, legislation, and project terminology have changed, and the specification could benefit from updates and modernization.

#### Additional Position Review

In the course of this study, HR also assessed the TW Specialist positions assigned to other Agency Units, and recommends these positions being studied as part of the study of all SEIU-represented positions at the Agency. The analysis performed for this study found that the nature of work performed by the positions in Contract Administration/Inspection Unit are more closely aligned with the County's Project Specialist class series. Therefore, HR recommends conducting a formal position review of these positions.

### **Recommendations**

Due to the findings and analysis presented above, HR recommends the following:

1. Create one new job classification of Water Agency Senior Technical Writing Specialist in unclassified service.
2. Reclassify two positions of Technical Writing Specialist (TW Specialist) to Water Agency Senior Technical Writing Specialist and promote the incumbents (Rochelle Mueller and Christine Teaford), pursuant to Water Agency Personnel Policy, Article V. Reclassification.
3. Re-title and update the classification specifications of Technical Writing Specialist, and Technical Writing Manager to Water Agency Technical Writing Specialist and Water Agency Technical Writing Manager, respectively, and retain them in unclassified service.
4. Study the remaining TW Specialist position(s) to determine the appropriate classification for these positions as part of the study of all SEIU-represented positions at the Agency..

Encl: Class Specifications

## **WATER AGENCY SENIOR TECHNICAL WRITING SPECIALIST**

### **Definition**

Under direction, the Water Agency Senior Technical Writing Specialist leads or performs highly technical and specialized work related to the preparation of a variety of contracts, technical documents, and reports pertaining to the Sonoma County Water Agency (Agency) and department projects and programs; assists in the administration and compliance of the public project bid process; coordinates the work of a team of Technical Writing Specialists; and develops new and improves existing technical writing templates and procedures as appropriate.

### **Distinguishing Characteristics**

This is the lead and advanced journey level of the Water Agency Technical Writing Specialist series. Incumbents regularly perform the highest level of technical writing, composing, and editing duties, prepare and handle the most complex agreements and construction project specifications with the highest consequence of error, and exercise detailed subject matter knowledge of contract law and policies. Incumbents serve as subject matter experts for the appropriate role of technical writing on Agency projects and initiatives; coordinate the opening and compliance of the public project bid process and requests for proposals, and have lead level responsibilities for coordinating and reviewing the work of and for training other Unit staff.

Water Agency Senior Technical Writing Specialist is distinguished from Water Agency Technical Writing Specialist by its responsibility for performing the most complex assignments; developing new and improved templates, document structures, and procedures; and by providing direction and training for Water Agency Technical Writing Specialists. It is further distinguished from the Water Agency Technical Writing Manager in that the latter is a management class in the unclassified service, dedicated to the Water Agency with overall responsibility for the performance of the Water Agency Technical Writing Section.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

### **Typical Duties**

*Duties may include but are not limited to the following:*

Develops, composes, edits, and prepares the most complex and detailed professional service agreements, funding agreements, grant and funding applications, contractor service agreements, and various other agreements with consultants and other agencies.

Reviews work requests, researches and determines the provisions and types of agreements required, acts as a subject matter expert, determines applicable legal and regulatory requirements, assigns work to Water Agency Technical Writing Specialists and support staff, and ensures compliance with applicable laws and policies.



Consults with Agency staff on the appropriate support Unit can provide for projects and initiatives; participates as a technical writing resource on project teams.

Coordinates and directs development of detailed construction project specifications and technical reports; researches and determines the types of contracts required for diverse public projects; ensures compliance with public contract law; and edits and ensures continuity between project drawings and detailed construction project specifications; and identifies materials and performance standards for Agency projects such as reservoirs, waterways, storm drains, pipelines, pumping plants, and wastewater treatment plants.

Reconciles construction specifications with engineering plans, environmental regulations, funding requirements, right-of-way agreements, permits, and other statutory requirements; prepares project needs reports and capital improvement reports, funding compliance reports, and prepares and reviews Board agenda items.

Participates in the selection, training, and evaluation of Technical Writing Specialists; coordinates, assigns, and reviews the work of Unit staff; provides input to the Manager on performance and disciplinary issues.

Mentors Technical Writing Specialists in preparing complex agreements and detailed construction project specifications, and provides technical writing-related training to the technical writing team and Agency employees as requested and appropriate.

Monitors technical writing project assignment queues, works with the Unit manager to prioritize and assign projects to Technical Writing Specialists and other support staff as appropriate.

Visits project sites to ensure consistency between site conditions, site plans, drawings, and material lists.

Prepares, maintains, and updates technical writing templates and procedures as necessary.

Monitors legislation, funding requirements, codes, and regulations for necessary amendments to templates and process.

Prepares and schedules bid advertisements and coordinates the preparation and processing of construction contracts and related documents to ensure internal consistency and compliance with legal requirements, and established policies and procedures.

Reviews and edits environmental documents such as assessments, negative declarations, environmental impact reports, and notices; recommends design and operational approaches and modifications to mitigate negative impacts; conducts studies and other special assignments such as construction cost updates, capital improvement reports, grant reports, and Agency response to interrogatories.

Serves as a liaison with and handles special assignment for County departments, and other agencies, as assigned by Agency management.

Performs related duties as assigned.

### **Knowledge and Abilities**

**Considerable knowledge of:** techniques of writing and editing engineering specifications and

technical reports; legal and regulatory requirements associated with public construction contracts; contract principles and roles of participants; civil, mechanical, structural, and electrical engineering principles, practices, and terminology; public contract law; written and oral communications, including language mechanics, syntax, and English composition; English grammar, vocabulary, spelling, punctuation, and composition; basic mathematics; document structure and formatting techniques; organizational techniques; and interviewing and listening techniques.

**Working knowledge of:** team dynamics; work flow techniques; interpersonal communication methods and techniques; methods of maximizing productivity in a team environment; and interviewing, negotiating, and influencing techniques.

**Knowledge of:** basic insurance requirements and risk mitigation techniques for agreements and contracts; modern office methods and procedures; word processing applications.

**Skill in:** checking detailed drawings, specifications, and site conditions.

**Ability to:** organize a constant workflow with competing priorities; develop effective working relationships with all levels of Agency employees; obtain and interpret engineering and other technical material and information by interview, in writing, or through research; read and prepare engineering specifications, and read and interpret construction drawings; make mathematical calculations; analyze situations and adopt effective courses of action; analyze and evaluate insurance requirements; observe and work with fine details; select essential elements of a problem; write effectively and use good judgment in assembling, evaluating, and using information; understand the implications of new project information for both current and future problem-solving and decision-making related to agreements and specifications; determine contractual requirements for professional service agreements to ensure performance by consultants; interpret regulations, policies, and agreement provisions; communicate and listen effectively, giving full attention to what other people are saying, taking time to understand the points being made, and asking questions as appropriate; follow established procedures; and establish and maintain effective working relationships with other staff and the public.

### **Minimum Qualifications**

**Education and Experience:** Any combination of education, training, and experience which would likely provide the required knowledge and abilities listed. Normally, this would include coursework in project management, engineering, technical writing, contract law, composition, document structure and design, journalism, architecture, mathematics, drafting, construction management, business or public administration, or a closely related field, and two years of experience as a technical writer equivalent to that of a Water Agency Technical Writing Specialist; drafting, developing, reviewing, and editing all of the following: construction project specifications, complex technical agreements, a variety of public project agreements, and technical reports.

**Desired Certificates:** A Certified Document Technologist, Certified Construction Specifier, or Certified Construction Contract Administrator Certificate from the Construction Specifications Institute.

Water Agency Senior  
Technical Writing Specialist

4

0987

**License:** Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

## WATER AGENCY TECHNICAL WRITING MANAGER

### Definition

Under ~~administrative~~<sup>general</sup> direction, manages all aspects of the Technical Writing Unit for the Sonoma County Water Agency including administration and supervisory functions; ~~coordinates, plans, organizes and directs subordinate employed in the writing section; coordinates the effective use of personnel within the assigned section; manages~~ the preparation and editing of agreements, requests for proposals and qualifications, environmental documents review, a variety of technical reports, and complex, detailed ~~on water agency, sanitation or public works projects, including the preparation of~~ construction project specifications for Water Agency capital and operational projects, programs, and services. ~~contracts; and performs related duties as required.~~

### Distinguishing Characteristics

This single position class is a management level position that has administrative responsibility for the Technical Writing ~~Unit~~<sup>section</sup> within the Sonoma County Water Agency. The incumbent is responsible for the overall coordination and administration of activities involved in preparing technical reports and documents for ~~agency~~<sup>Agency</sup> projects such as feasibility studies, master plans, environmental documents, construction specifications, professional services agreements, funding, and various other agreements, and in the preparation and subsequent administration of the awarded contracts. The incumbent is responsible for personnel development and performance management, work flow coordination, and scheduling of the highly technical and specialized work staff of the Unit. ~~The manager~~<sup>This position</sup> is expected to use personal initiative and sound independent judgment in the management of day-to-day operations. ~~The incumbent must possess good oral and excellent written communication skills.~~

The Water Agency Technical Writing Manager is distinguished from the Water Agency Senior Technical Writing Specialist in that it is the management level of the series with full operational responsibility for the Technical Writing Unit, and the latter is the advanced journey-level and lead class in the Water Agency Technical Writing Specialist series.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

### Typical ~~Essential~~ Duties

Duties may include but are not limited to the following:

Coordinates, plans, organizes, directs, and reviews the work assigned to a technical unit; directs subordinates in activities involving preparing final contract specifications, various agreements and a variety of technical reports; establishes section performance goals and objectives; and

manages work assignments to meet critical deadlines.

Researches and determines the provisions and types of contracts required for diverse public projects; determines applicable legal and regulatory requirements and [assures/ensures](#) compliance with public contract law; prepares and monitors project schedules and budgets.

Assigns and [reviews detailed](#) construction specifications identifying materials and performance standards for [agency-Agency](#) projects such as dams, bridges, reservoirs, waterways, storm drains, pumping plants, and wastewater treatment plants; recommends solutions to reconcile construction specifications with engineering plans, environmental regulations, right-of-way agreements, permits and other statutory requirements. [May participate as a member of the Water Agency Emergency Response Team.](#)

Makes recommendations to General Manager/~~Chief Engineer~~ regarding insurance and liability requirements and exceptions.

[Negotiates timelines, deadlines, and priority for competing technical writing projects with Water Agency executive and management staff in alignment with overall Water Agency goals and priorities.](#)

Reviews environmental documents such as initial studies, negative declarations, environmental impact reports, notices and water rights applications; recommends design and operational approaches and modifications to mitigate negative impacts; assigns staff to conduct studies and other special assignments such as feasibility studies, master plans, construction cost updates, capital improvement reports, grant reports and [agency-Agency](#) response to interrogatories.

Schedules and coordinates preparation and processing of bid advertisements, construction contracts and related documents to ensure internal consistency and compliance with specifications, legal requirements, and essential procedures.

Interviews applicants, makes recommendations for their employment and [assures/ensures](#) their training; evaluates the performance of subordinates and makes appropriate recommendations; and ensures that safe working conditions are maintained.

Conducts meetings of both- professional and technical personnel to discuss problems or changes in policies and procedures.

May represent the [Agency](#) in other organizations' staff meetings or at public gatherings; acts as liaison to other [agency-Agency or county/County divisions and](#) departments including [the County Administrator's Office](#), County Counsel, and [County](#) Risk Management; prepares requested administrative reports and associated correspondence.

Performs related duties as assigned.

### **Knowledge and Abilities**

**Thorough knowledge of:** techniques of writing and editing engineering specifications and technical reports; legal and regulatory requirements associated with public construction projects; principles and practices of personnel supervision, training and evaluation; use of personal computers and appropriate software applications.

**Considerable knowledge of:** public contract law; the ~~agency's~~ Agency's organization, policies and procedures; personnel and fiscal administration.

**Working knowledge of:** construction methods and materials associated with specific types of public projects such as flood control, water supply, water transmission, sanitation and other hydraulic facilities, roadways or buildings; civil engineering principles, practices and terminology; environmental regulations affecting the design, location and construction of public projects; and legal and regulatory requirements associated with environmental impact reports.

**Skill in:** checking detailed plans, drawings, ~~and~~ specifications, and site conditions.

**Ability to:** plan, organize, and direct the activities of a technical unit; train, develop and motivate staff; obtain and interpret engineering and other technical material and information by interview, in writing or through research; read and prepare engineering specifications, and read and interpret construction drawings; make mathematical calculations; analyze situations and adopt effective course of action; analyze and evaluate insurance requirements; independently conduct research; observe and work with small details; select essential elements of a problem; organize thoughts and concepts into orderly, accurate statements; write effectively and use good judgment in assembling, evaluating and using information; establish and maintain effective working relationships with other staff and the public; and communicate verbal ideas clearly and logically.

### **Working Conditions**

Duties require sitting, standing, repetitive motion and body twisting, squatting, stooping, and walking on level surfaces in performance of daily activities. Incumbent may be required to drive vehicles, walk on uneven surfaces and be subjected to dust and pollen in making site visits. The need to climb stairs, push and/or lift weights up to 25 pounds may be required when using office equipment, lifting binders and/or pushing boxes of specifications and reports. The incumbent attends meetings, works with interruptions, and answers questions while meeting critical schedules and multiple deadlines.

### **Minimum Qualifications**

**Education and Experience:** Any combination of education, ~~and~~ training, and experience which would likely provide the opportunity to acquire the knowledge and abilities listed. Normally, this would include graduation from a four year college or university a Bachelor's degree, or

equivalent, with major course work in ~~contract law~~, engineering, technical writing, contract law, journalism, business, project management, or public administration, or a closely related field. ~~and would provide such opportunity.~~

~~**Experience:** Any combination of experience which would provide the opportunity to acquire the knowledge and abilities listed. Normally, five years of engineering and/or public works project experience, including two years of experience in contract specification preparation and public construction contract administration and at least one year of supervisory or lead experience, would provide such opportunity. ~~One year of supervisory experience is highly desirable.~~~~

**Desired Certificate:** A Certified Document Technologist, Certified Construction Specifier, or Certified Construction Contract Administrator Certificate from the Construction Specifications Institute.

**License:** Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Bill Christoffersen / 547-1967

**Supervisorial District(s):**

Second

**Title:** Easement Agreement with City of Rohnert Park for Residences at Five Creek Project – Hinebaugh Creek Storm Drain Outfall

### **Recommended Actions:**

Adopt a resolution:

- A) Determining that the grant of easement to the City of Rohnert Park for the construction, operation and maintenance of a Storm Drain Outfall along the Hinebaugh Creek in Rohnert Park, California is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the Sonoma County Water Agency's flood control operations and maintenance activities on the property.
- B) Authorizing the General Manager of the Sonoma County Water Agency to file a Notice of Determination in accordance with the California Environmental Quality Act.
- C) Authorizing the Chair of the Board of Directors to execute the Easement Agreement.

### **Executive Summary:**

The City of Rohnert Park (City) has requested an easement for the construction, operation and maintenance of Storm Drain Outfall and Pedestrian Path Improvements Project located on Sonoma County Water Agency (Water Agency) property along Hinebaugh Creek Flood Control Channel. Water Agency staff have determined that the improvements would not interfere with its flood control activities. Water Agency staff recommends the approval of the Easement Agreement in the forms presented to the Board for your consideration. The City will pay \$8,604.95 to the Water Agency as compensation for this easement.

### **Discussion:**

The City would like to construct improvements on property that the Water Agency uses for flood control purposes. The improvements are part of the City's Residences at Five Creek and City Public Safety/Public Works Facilities Project (Project). The City has requested that the Water Agency execute an easement for the Project within Water Agency property.



Pursuant to Government Code section 25526.6, the Water Agency Board of Directors (Board) may grant an easement for use of any Water Agency real property to a fellow public agency, such as the City, in a manner and upon the terms and conditions as the Board determines or prescribes, upon a finding by the Board that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the Water Agency.

Water Agency staff have reviewed the plans for the Project and concluded that the improvements for the Project, and the ensuing uses of the Water Agency's property will not adversely affect the property or the Water Agency in any respect. The Easement Agreement contains terms to ensure that the maintenance and operation of Hinebaugh Creek Flood Control Channel and improvements on the Water Agency's property will not interfere with the spillway or the Water Agency's flood control operation and maintenance activities. The Easement Agreement requires the City to indemnify the Water Agency from and against any claims, and to pay for any damages caused by the City's ensuing uses of the Water Agency's property.

The conveyance of property rights to the City is in the public interest because Hinebaugh Creek Flood Control Channel is a vital infrastructure for flood control. The City has supplied an appraisal for consideration of the property rights proposed to be acquired. The appraisal established appraised value at \$1,370. Water Agency staff reviewed the appraisal and agreed with the opinion of value for consideration of the easement. Additionally the City agreed to pay the Water Agency \$7,234.95 to prepare and process the Easement Agreement.

The City has prepared, approved, and adopted an Initial Study/ Mitigated Negative Declaration for the Project in accordance with the California Environmental Quality Act, which addresses the potential impacts related to the City's Project and measures to mitigate any adverse effects of the Project. With the incorporation of the mitigation measures established by the City, the Project would not have an adverse impact upon the environment. The City acting in its capacity as Lead Agency approved the Project and filed a Notice of Determination on January 13, 2017 for the Project.

Water Agency staff have prepared a Notice of Determination in accordance with the State California Environmental Quality Act Guidelines and the Water Agency's Procedures for the Implementation of California Environmental Quality Act. As a responsible agency under California Environmental Quality Act, Water Agency staff considered the Initial Study/ Mitigated Negative Declaration as prepared by the City. With the incorporation of the mitigation measures identified in the Initial Study/ Mitigated Negative Declaration, the Project would not have a significant adverse impact upon the environment. The easement also has met all the requirements of Government Code, Section 65402, for General Plan consistency.

**Prior Board Actions:**

None

**Strategic Plan Alignment**      Goal 3: Invest in the Future

This easement will offer protection from flooding, provide pedestrian access for residents and foster the collaboration between the Water Agency and the City of Rohnert Park.

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

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Funding Sources**

General Fund/WA GF	0	0	0
State/Federal			
Fees/Other	\$8,604.95		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$8,604.95</b>	<b>0</b>	<b>0</b>

**Narrative Explanation of Fiscal Impacts:**

The Water Agency will receive \$8,604.95 from the City in exchange for the easement.

**Staffing Impacts**

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

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

N/A

**Attachments:**

Resolution  
Easement Agreement with Map of Affected Area

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

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Date: January 23, 2018

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

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4/5 Vote Required

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**Resolution Of The Board Of Directors Of The Sonoma County Water Agency Determining That The Grant Of An Easement To The City Of Rohnert Park For Improvements For Residences at Five Creek Project – Hinebaugh Creek Storm Drain Outfall In Rohnert Park, California Is In The Public Interest And That The Interest In Land Conveyed Will Not Substantially Conflict Or Interfere With The Use Of The Property By The Water Agency; Authorizing The General Manager Of The Water Agency To File A Notice Of Determination In Accordance With The California Environmental Quality Act And The Sonoma County Water Agency’s Procedures For The Implementation Of California Environmental Quality Act; And Authorizing the Chair of the Board of Directors to execute the Easement Agreement.**

**Whereas,** the Sonoma County Water Agency (Water Agency) is the owner of certain real property within the City of Rohnert Park (City), California commonly known as Hinebaugh Creek, and being more particularly described as follows:

All that certain real property conveyed to the Sonoma County Flood Control and Water Conservation District by that certain Grant Deed recorded on October 15, 1965 in Book 2162, beginning page 777 of Official Records of Sonoma County, California (hereinafter referred to as the Agency Property).

**Whereas,** the City has requested a permanent easement over portions of the Water Agency Property for the construction, operation and maintenance of storm drain outfall into Hinebaugh Creek as part of The Residences at Five Creek and Public Safety/Public Works Project (Project); and

**Whereas,** the City, as lead agency, has prepared an Initial Study and Mitigated Negative Declaration that disclosed the potential environmental impacts and measures to mitigate adverse effects of the Project. The City approved the Project and filed a Notice of Determination on January 13, 2017 for the Project; and

Resolution #  
Date:  
Page 2

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

**Whereas**, pursuant to Government Code section 25526.6, the Water Agency Board of Directors (Board) may grant an easement for use of any Water Agency real property to a fellow public agency, such as the City, in a manner and upon the terms and conditions as the Board determines or prescribes, upon a finding by the Board that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the Water Agency; and

**Whereas**, the proposed easement conveyance to the City is in the public interest because the Project will support vital infrastructure for public health; and

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

1. The above recitals are true and correct.
2. The Board hereby determines that the granting of the easement to the City will not have a significant adverse effect on the environment.
3. The conveyance is to a public agency, the City, is in the public interest, and the interest in land conveyed will not conflict or interfere with the use of the property by the Water Agency.
4. The Chair of the Board is authorized and directed to execute the Easement Agreement with City in the form presented to this Board.
5. The Water Agency's General Manager is hereby authorized and directed to file a Notice of Exemption with the Sonoma County Clerk in accordance with provisions of California Environmental Quality Act.

**Directors:**

Gorin:	Rabbitt:	Zane:	Hopkins:	Gore:
Ayes:	Noes:	Absent:	Abstain:	

**So Ordered.**

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

City of Rohnert Park  
Department of Public Works  
600 Enterprise Dr.  
Rohnert Park CA, 94928

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Portion of APN: 143-040-017

**EASEMENT AGREEMENT**

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

**RECITALS**

WHEREAS, Agency is the owner of certain real property located within the City of Rohnert Park, County of Sonoma, State of California commonly known as the Hinebaugh Creek Channel, and being more particularly described as follows:

All that certain real property conveyed to the Sonoma County Water Agency by that certain Grant Deed recorded on October 15, 1965 in Book 2162, Page 777 Official Records of Sonoma County, California (herein after referred to as the "Agency Property").

WHEREAS, City wishes to obtain a permanent easement interest in portions of the Agency Property for the purpose of installation and maintenance of storm drain improvements required for the Residences at Five Creek Project (the "Project"), which property is particularly describe as follows:

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

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

## A G R E E M E N T

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

2. Description of Easement over Agency Property. The easement granted over the Easement Area is a perpetual easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project, in accordance with improvement plans entitled: Residences at Five Creek Project dated, March 2017. Said easement shall exist in, under, along, and across the Easement Area and shall include the right, at all times to enter in, over and upon said Easement Area for all purposes described above in this paragraph; provided, however, that said use does not damage or unreasonably restrict Agency's full use of the Agency Property. Agency reserves the right to install, construct, operate, and maintain both its existing improvements and any future improvements on the Agency Property, so long as such future improvements do not unreasonably interfere with City's use of the Easement Area and the rights granted hereunder. This easement is granted on the condition that City's use of the easement does not damage or unreasonably restrict Agency's full use of existing Agency improvements. The grant of easement herein is subject and subordinate to the rights of Agency, and its successors and assigns, to use the Agency Property in the performance of its governmental and proprietary functions.

3. Term. The easement herein granted shall continue in perpetuity until termination of this Agreement.

4. Maintenance of Easement. City shall maintain all City improvements within the Easement Area at City's sole cost and expense. Any reconstruction or maintenance activities performed by City and related to the easement shall not unreasonably interfere with the Agency's continued use of the Agency's Property, including the Easement Area, for any purpose. City shall not materially alter or reconstruct the Project without first obtaining Agency's written approval of plans for such alteration or reconstruction, which shall not be unreasonably withheld, conditioned or delayed, provided such plans are consistent with the purpose of the easement granted herein and the Project. City shall promptly repair and restore to its original condition any of Agency's Property, including, but not limited to, the engineered channel and access road that may be damaged or destroyed in connection with City's use of the Easement Area.

5. Waste or Nuisance; Agency's Rights in Property. City shall not commit or suffer: (a) any waste or nuisance within the Easement Area; or (b) any action on the Easement Area in violation of any law or ordinance. City shall not undertake or permit any activity or use on the Easement Area that is inconsistent with the purpose of this Agreement, including, without limitation, the following activities: (a) constructing, reconstructing, replacing, repairing, or maintaining any building, structure, utilities, or other improvement other than as generally consistent with the Residences at Five Creek Project, dated, March 2017; (b) altering the surface or contour of the land in any manner not consistent with the Residences at Five Creek Project, dated, March 2017, including, but not limited to, excavating or removing soil, sand, gravel, rock, sod, trees, shrubs, plants or vegetation, without Agency's prior written approval, except as necessary to maintain and repair the Project in accordance with Paragraph 4; (c) degrading or eroding the soil or polluting any surface or sub-surface waters; (d) dumping, accumulating, or storing trash, ashes, garbage, waste, junk, non-operative vehicles, or other

materials; (e) damaging the integrity of the surface beyond normal wear and tear; (f) exploring for or developing and extracting minerals and hydrocarbons by any mining method, surface or otherwise; (g) parking any vehicle other than for maintenance and repair by the City; and (h) placing or leaving any personal property of City or City's tenants, other than is necessary for appropriate uses of the easement, such as signage.

6. Non-Liability of Agency; Indemnity. Agency and its officers, agents, and employees shall not be liable to City or any third party for any injury, loss, or damage arising out of or in connection with the use of the easement by City or its employees or contractors, granted herein. City agrees to defend, indemnify, hold harmless, and release Agency, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including City, relating to the laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project, or to the use of the easement granted herein by City or its employees or contractors, but excluding liability to the extent of the negligence or sole willful misconduct of Agency, its officers, agents or employees. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the City or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. City agrees to compensate Agency for any damage to Agency property as a result of the construction, operation, or maintenance of the Project. If future laws or regulations require a greater separation between the Project and any Agency improvements, City shall relocate the Project accordingly and be responsible for any costs associated with the relocation. The obligations of this Paragraph survive termination of the Agreement.

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

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

9. Access and Control. Nothing contained in this Agreement shall be construed as precluding Agency's right to grant access to third parties across the Easement Area, so long as any rights so granted are not inconsistent with the purpose of this easement or the rights granted to City herein.

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

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

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

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

City: City of Rohnert Park  
Department of Public Works  
600 Enterprise Dr.  
Rohnert Park Ca 94928

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

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

14. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.



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

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

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

18. Title to Agency Property. It is understood that the City intends to perform its own title review and obtain title insurance for the easement rights to be acquired from the Agency. The Agency is authorized to grant and convey this easement, subject to any and all senior rights that may exist in and to the Agency Property.

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

SONOMA COUNTY WATER AGENCY:

Executed by the Sonoma County Water Agency this \_\_\_\_\_ day of \_\_\_\_\_, 2017, pursuant to authority granted by Agenda Item No. \_\_\_\_\_ dated \_\_\_\_\_, 2017:

Attest:

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

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

Shirlee Zane

Clerk, Board of

Directors

Chair, Board of Directors

Reviewed as to Substance:

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

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

Approved as to Form:

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

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

CITY OF ROHNERT PARK, a municipal corporation:

By: \_\_\_\_\_  
City Manager

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

Resolution Number:

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

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

EXHIBIT "A"  
LEGAL DESCRIPTION  
EASEMENT AREA

Lying within the City of Rohnert Park, County of Sonoma, State of California and being a portion of the lands of Sonoma County Flood Control and Water Conservation District as recorded in Book 2162, Official Records, Page 777, Sonoma County Records said portion is more particularly described as follows:

BEGINNING at a point on the northerly line of said lands of Sonoma County Flood Control and Water Conservation District from which the southwest corner of Lot 1 as shown on Parcel Map No. 180 filed in Book 736 of Maps at Pages 30 through 32, Sonoma County Records, bears South 89°53'32" West 11.68 feet; thence along the northerly line of said lands of Sonoma County Flood Control and Water Conservation District, also being the southerly line of said Lot 1, South 89°53'32" West 11.68 feet to the southwest corner of said Lot 1; thence continuing along the northerly line of said lands of Sonoma County Flood Control and Water Conservation District, South 89°53'32" West 60.00 feet to the southeast corner Lot 28 as shown on that map entitled "Laguna Verde Industrial Subdivision" filed in Book 292 of Maps at Pages 26 through 28, Sonoma County Records; thence continuing along the northerly line of said lands of Sonoma County Flood Control and Water Conservation District, also being the southerly line of said Lot 28, South 89°53'32" West 28.93 feet; thence leaving said northerly line South 00°06'28" East 57.76 feet; thence North 89°53'32" East 15.00 feet; thence North 00°06'28" West 42.76 feet; thence North 89°53'32" East 53.66 feet; thence North 64°44'42" East 35.30 feet to the POINT OF BEGINNING.

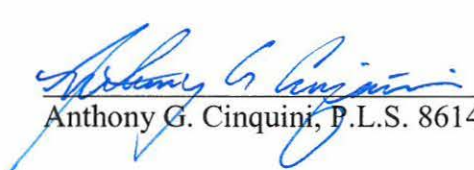
Containing 1,911 Square Feet more or less

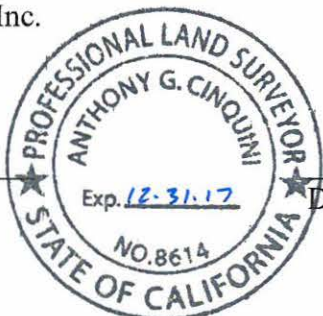
Being a portion of APN 143-040-017

**BASIS OF BEARING**

Being South 89°34'00" East between found 2" brass disks stamped RCE 10578 in Monument Wells along the centerline of Business Park Drive as shown on that map entitled "Rohnert Park Business Park Subdivision" filed in for record in Book 375 of Maps, Pages 10 and 11, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.

  
Anthony G. Cinquini, P.L.S. 8614



9-12-2017

Date

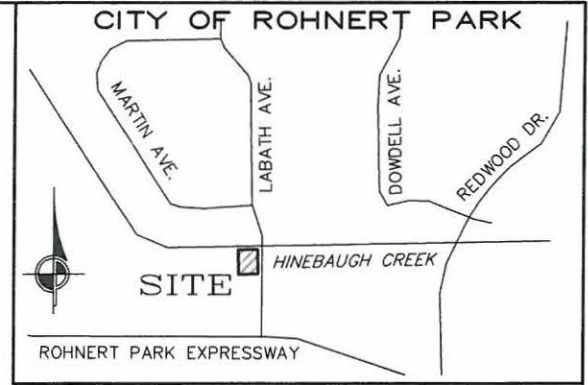
1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401  
Tel: (707) 542-6268 Fax: (707) 542-2106  
www.cinquinipassarino.com  
CPI No.: 7277-16

**EXHIBIT 'A-1'**

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.

LANDS OF  
JACKSON-BEINING, LLC  
APN 143-930-028  
DN 2011-050678

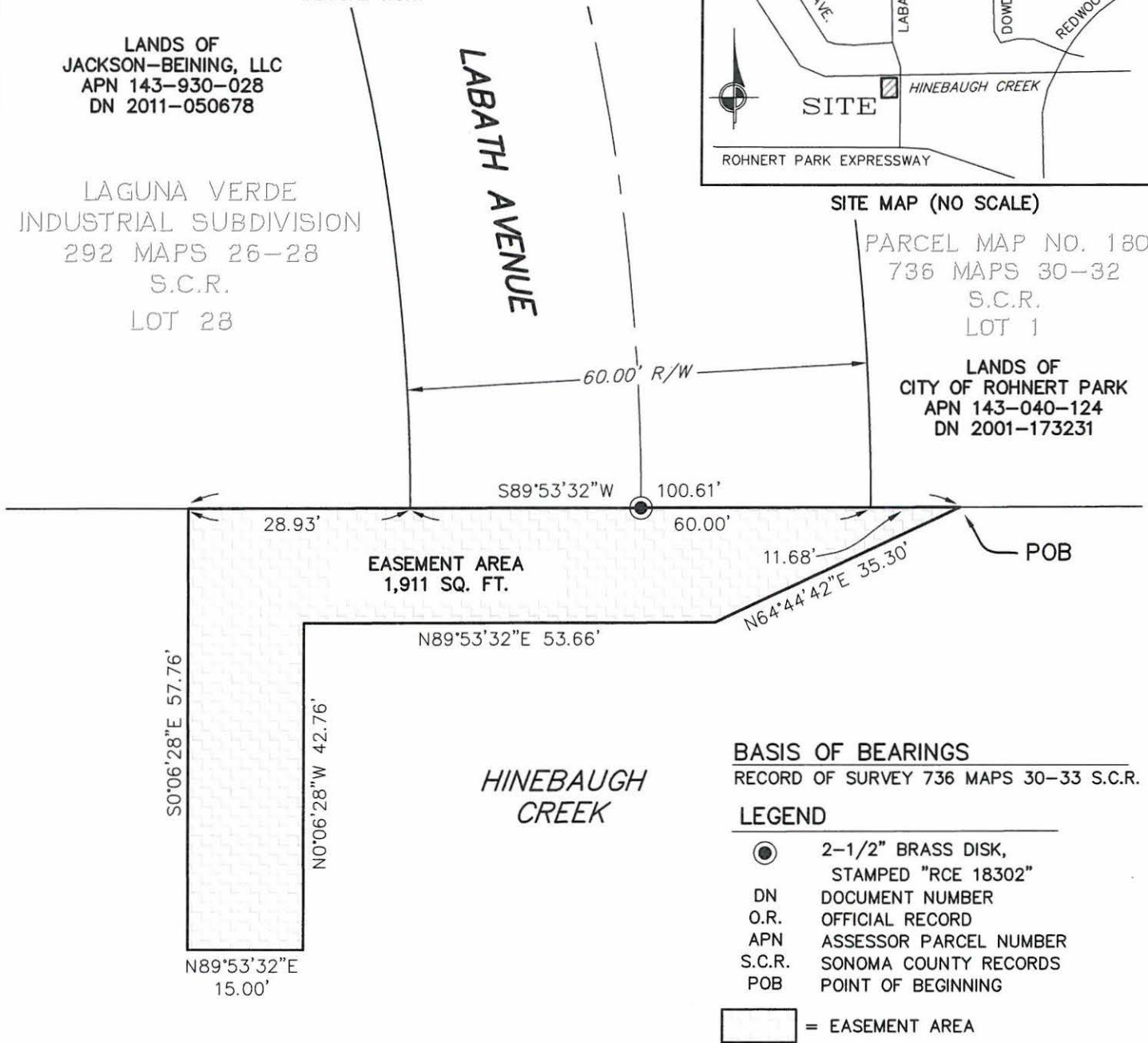
LAGUNA VERDE  
INDUSTRIAL SUBDIVISION  
292 MAPS 26-28  
S.C.R.  
LOT 28



**SITE MAP (NO SCALE)**

PARCEL MAP NO. 180  
736 MAPS 30-32  
S.C.R.  
LOT 1

LANDS OF  
CITY OF ROHNERT PARK  
APN 143-040-124  
DN 2001-173231



**BASIS OF BEARINGS**

RECORD OF SURVEY 736 MAPS 30-33 S.C.R.

**LEGEND**

- 2-1/2" BRASS DISK, STAMPED "RCE 18302"
- DN DOCUMENT NUMBER
- O.R. OFFICIAL RECORD
- APN ASSESSOR PARCEL NUMBER
- S.C.R. SONOMA COUNTY RECORDS
- POB POINT OF BEGINNING

▭ = EASEMENT AREA

LANDS OF  
SONOMA COUNTY FLOOD  
CONTROL AND WATER  
CONSERVATION  
APN 143-040-017  
DN 2162 O.R. 777



**CINQUINI & PASSARINO, INC.**  
**LAND SURVEYING**

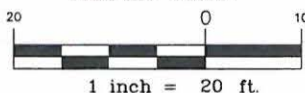
- ▲ BOUNDARY
- ▲ TOPOGRAPHIC
- ▲ CONSTRUCTION
- ▲ SUBDIVISIONS

1360 No. Dutton Ave.  
Santa Rosa, Ca. 95401  
Phone: (707) 542-6268  
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM



GRAPHIC SCALE



JOB NAME: LOT 1-STADIUM LANDS	DRAWN BY: MD	CHECKED BY: AGC
DESCRIPTION: STORM DRAIN EASEMENT	SCALE: 1"=20'	DATE: 5/26/2017
	JOB #: 7277-16	PAGE: 2 OF 2



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Directors, Sonoma Valley County Sanitation District

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Logan Sauder / 567-1069  
Anjenette Hayre / 521-1830

**Supervisory District(s):**

First

**Title:** Sonoma Valley Treatment Plant Electrical Upgrade Project

### **Recommended Actions:**

Authorize Water Agency's General Manager or designee acting on behalf of Sonoma Valley County Sanitation District to execute an amended agreement with GHD, Inc. to provide engineering and design services, increasing the amount by \$50,300; expanding the scope of work to include switchgear and breaker replacement, feeder upgrade design, and additional site visits during construction; and extending the agreement term by one year for a new not-to-exceed agreement total of \$150,300 and end date of December 31, 2021.

### **Executive Summary:**

The proposed amended agreement will allow for additional improvements to the original plan for the Electrical Upgrade Project at the Sonoma Valley County Sanitation District Treatment Plant that will correct on-going nuisance tripping issues, simplify maintenance by providing standardizing equipment, and accommodate recently increased electrical loads at the plant. After the original design contract was executed, electrical changes at the site occurred which warranted a change in design scope.

### **Discussion:**

#### HISTORY OF ITEM/BACKGROUND

The Sonoma Valley County Sanitation District (District) Treatment Plant (Plant) provides wastewater treatment for communities in the Sonoma Valley. The Plant has a history of electrical issues that cause nuisance tripping (safety devices activate and shut down power in response when there is no danger) with a 12.47-kV generator power feeder.

Under an earlier agreement, GHD Inc. (Consultant) performed an electrical study and identified the likely cause of the nuisance tripping as a connection to a step-up transformer that serves the standby generator. The study included alternatives and design recommendations.

After a competitive selection process for electrical design consulting firms, a list of qualified consultants was developed and Consultant was selected to design the Sonoma Valley Treatment Plant Electrical Upgrade Project (Project). The Project purpose is to reduce the likelihood of nuisance tripping and improve electrical system reliability. The District and Consultant entered into an agreement for design of the Project, including technical specifications and drawings, and assistance during bidding and construction. The agreement was dated March 29, 2017 in the amount of \$100,000 with a term end date of December 31, 2020.

In August 2017, Consultant submitted a 30% design of the Project. After review and comment by District staff and a physical inspection of Plant facilities, Consultant proposed improvements to the original plan to correctly eliminate nuisance tripping issues rather than reduce the likelihood of said issues, as well as accommodate the recently increased electrical loads at the plant. The proposed changes modify the original planned design to add the following components:

1. replace the 12kV switchgear to correct underlying grounding issues
2. replace the existing main 12kV breaker to make it compatible with the new switchgear
3. increase the MCC-10 cables to handle recently-increased electrical loads

The District also requested additional site visits by Consultant during construction to verify that work is performed in accordance with specifications.

**SERVICES TO BE PERFORMED**

Under the proposed amended agreement, Consultant will modify the original planned design to include proposed design elements listed above. The additional cost is \$50,300, for a new not-to-exceed agreement total of \$150,300. The new end date is December 31, 2021. The total additional cost is allocated in fiscal year 2017/2018.

**RECOMMENDATION**

District staff recommends that the Board approve the amended engineering and design services agreement with GHD Inc. to improve the Plant’s electrical system reliability.

**Prior Board Actions:**

- 03/21/2017: Approved agreement between Water Agency, District and GHD, Inc. for Sonoma Valley Treatment Plant Electrical Upgrade Project.
- 09/13/2016: Approved agreement between Water Agency, County Sanitation Districts, and GHD Inc. for as-needed electrical engineering services. Cost \$90,000; term end October 31, 2019.

**Strategic Plan Alignment      Goal 3: Invest in the Future**

Invest in the future by improving electrical system reliability and resiliency.

**Water Agency Strategic Plan Alignment**

Waste Water Treatment and Water Reuse, Goal 1: Improve operational reliability of wastewater treatment and water reuse systems.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$50,300		
Additional Appropriation Requested	\$0		
<b>Total Expenditures</b>	<b>\$50,300</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$50,300		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$50,300</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
N/A			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Amended Agreement			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			



## **DRAFT First Amended Agreement for Engineering and Design Services for Sonoma Valley Treatment Plant Electrical Upgrade Project**

This first amended agreement (“First Amended Agreement” or “Agreement”) is by and between **Sonoma Valley County Sanitation District** (“District”) and **GHD Inc.**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

### **RECITALS**

- A. Consultant represents that it is a duly qualified and licensed design firm, experienced in electrical engineering and related services.
- B. District requires engineering and services for the Sonoma Valley Treatment Plant Electrical Upgrade Project (Project).
- C. The Sonoma Valley Treatment Plant has a history of electrical issues that cause nuisance tripping with a 12.47-kV generator power feeder.
- D. Under a separate agreement, Consultant performed an electrical study and identified the likely cause of the nuisance tripping as a connection at the step-up transformer that serves the standby generator. The study included alternatives and design recommendations.
- E. Consultant will design the Project to reduce the likelihood of nuisance tripping and improve electrical system reliability.
- F. Sonoma County Water Agency operates District under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of District.
- G. Concurrent Resolution No. 04-0547, dated June 8, 2004, authorizes the Water Agency’s General Manager to execute amendments to agreements related to the construction of projects (e.g., architectural design, engineering, inspection, etc.) so long as certain conditions are met, up to a maximum of \$50,000.
- H. District and Consultant first entered into this Agreement on March 29, 2017. After the 30% design meeting for this project, Consultant proposed additional project components not initially contemplated and Water Agency determined the additional components are necessary. Water Agency also requested additional site visits during construction. The additional services will add \$50,300 to the total cost and one year to the term of the Agreement.
- I. This First Amended Agreement supersedes all previous agreements between the parties.

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

**AGREEMENT**

**1. RECITALS**

1.1. The above recitals are true and correct.

**2. LIST OF EXHIBITS**

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work
- b. Exhibit B: Schedule and Submittals
- c. Exhibit C: Schedule of Costs
- d. Exhibit D: Estimated Budget for Scope of Work
- e. Exhibit E: Insurance Requirements

**3. SCOPE OF SERVICES**

3.1. *Consultant's Specified Services:* Consultant shall perform the services and submit the documents outlined in Exhibit A (Scope of Work) within the times or by the dates provided for in Exhibit B (Schedule and Submittals) and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with District:* Consultant shall cooperate with District in the performance of all work hereunder. Consultant shall coordinate the work, except assistance during construction, with District's Project Manager. Consultant shall coordinate assistance during construction with District's Construction Management Principal Engineer. Contact information and mailing addresses:

<b>District</b>	<b>Consultant</b>
Project Manager: Anjenette Hayre Phone: (707) 521-1830 Email: Anjenette.Hayre@scwa.ca.gov	Contact: Steve Girard 2235 Mercury Way, Suite 150 Santa Rosa, CA 95407 Phone: (707) 303-4853 Email: Steve.Girard@ghd.com
Construction Management Principal Engineer: Mike West Phone: 707-547-1984 Email: Mike.West@scwa.ca.gov	
404 Aviation Boulevard Santa Rosa, CA 95403-9019	

District	Consultant
<p style="text-align: center;"><b>Remit invoices to:</b></p> <p>Susan Bookmyer  Same address as above or  Email:  susan.bookmyer@scwa.ca.gov</p>	<p style="text-align: center;"><b>Remit payments to:</b></p> <p>Remit EFT Payments to:  Account #: 220889651  ABA #: 022000020</p> <p>Remit Checks To:  DEPT LA 23922  Pasadena, CA 91185-3922</p>

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by District shall not operate as a waiver or release. District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If District determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from District.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.
- c. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<i>Title</i>	<i>Name</i>
Project Manager	Steven Girard, P.E.

- d. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

#### **4. PAYMENT**

- 4.1. *Total Costs:*
  - a. Total costs under this Agreement shall not exceed \$150,300.
  - b. Total costs shall not be exceeded, regardless of whether it takes Consultant more time to complete or costs more than anticipated.
  - c. No more than \$82,000 will be paid until the 90% design is submitted.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
  - a. Consultant shall be paid in accordance with Exhibit C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by District. The bills shall show or include:
  - a. Consultant name
  - b. Name of Agreement
  - c. District's Project-Activity Code V0154C001
  - d. Task performed with an itemized description of services rendered by date
  - e. Summary of work performed by subconsultants, as described in Paragraph 14.4
  - f. Time in quarter hours devoted to the task
  - g. Hourly rate or rates of the persons performing the task
  - h. List of reimbursable materials and expenses
  - i. Copies of receipts for reimbursable materials and expenses
- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit D (Estimated Budget for Scope of Work). Exhibit D will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.5. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by District.

4.6. *Taxes Withheld by District:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the District shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph 4.6.a, District requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.6.a, then District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify District of any changes in the facts. Forms should be sent to District pursuant to Article 16 of this Agreement. To reduce the amount withheld, Consultant has the option to provide District with either a full or partial waiver from the State of California.

**5. TERM OF AGREEMENT**

- 5.1. This Agreement shall expire on December 31, 2021, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

**6. TERMINATION**

- 6.1. *Authority to Terminate:* District's right to terminate may be exercised by Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to District all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by

Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by District, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if District terminates the Agreement for cause pursuant to Paragraph 6.3, District shall deduct from such amounts the amount of damage, if any, sustained by District

## **7. INDEMNIFICATION**

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and Sonoma Valley County Sanitation District, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency and Sonoma Valley County Sanitation District, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Sonoma County Water Agency or Sonoma Valley County Sanitation District's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency or Sonoma Valley County Sanitation District's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **8. INSURANCE**

- 8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E (Insurance Requirements).

## **9. PROSECUTION OF WORK**

- 9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by

earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

## **10. EXTRA OR CHANGED WORK**

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that District personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of District.

## **11. CONTENT ONLINE ACCESSIBILITY**

- 11.1. *Accessibility:* District policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a District/County-managed or District/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and District's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- 11.3. *Certification:* With each final deliverable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with District staff in the development of alternate document formats to maximize the

facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with District's Web Site Accessibility Policy shall be the responsibility of Consultant. If District, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any District/County-managed or District/County-funded Web site does not comply with District Accessibility Standards, District will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to District, repair or replace the non-compliant materials within such period of time as specified by District in writing. If the required repair or replacement is not completed within the time specified, District shall have the right to do any or all of the following, without prejudice to District's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
  - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
  - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for District, District may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by District in connection with such changes or repairs.
- 11.6. *District's Rights Reserved:* Notwithstanding the foregoing, District may accept deliverables that are not strictly compliant with District Accessibility Standards if District, in its sole and absolute discretion, determines that acceptance of such products or services is in District's best interest.

## **12. REPRESENTATIONS OF CONSULTANT**

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *Communication with District's Contractor:* All communication shall be between Consultant and District. Consultant shall have no authority to act on behalf of District, to stop work, to interpret conditions of the construction contract, or to give direction to District's contractor. Nothing in this provision shall serve to limit Consultant's responsibility to provide such engineering or related services



as are required to complete other work or correct any errors or omissions of Consultant in the performance of services under this Agreement.

- 12.3. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.4. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.
- 12.5. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.6. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by District, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with District within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.7. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and

agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 12.8. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.9. *Assignment of Rights:* Consultant assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to District all such documents, which have not already been provided to District in such form or format as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District. Consultant will have no liability for District's use or re-use of Consultant's work for anything other than the Project.
- 12.11. *District Liability:* District is a separate legal entity from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Consultant

shall be paid exclusively from District funds. Consultant agrees that it shall make no claim for compensation for Consultant's services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

### **13. DEMAND FOR ASSURANCE**

13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits District's right to terminate this Agreement pursuant to Article 6 (Termination).

### **14. ASSIGNMENT AND DELEGATION**

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2 above:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain District approval of subconsultant. District's Board of Directors must approve the selection of any subconsultant if the amount payable to

subconsultant under the agreement exceeds \$25,000. In connection with such approval, Consultant shall provide District with copies of the responses to Consultant's Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for choosing the recommended subconsultant based upon the criteria in the RFP.

- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of District in substantially the same form as that contained in Article 7, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

14.4. *Summary of Subconsultants' Work:* Consultant shall provide District with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

## **15. MEDIATION OF DISPUTES**

- 15.1. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, District and Consultant agree first to try in good faith to settle the dispute by mediation. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. If the dispute also involves claims against or by a construction contractor who has used or otherwise relied on any work product of Consultant, the Parties agree that the mediation required by this paragraph will include the construction contractor as a participant. The cost of mediation shall be equally shared by the participating parties. Unless the participation of a construction contractor is required and that indispensable contractor is subject to an incompatible stipulation with the District with regard to the same matters, the parties further agree that:
  - a. The mediation shall be conducted in Santa Rosa, California.
  - b. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
  - c. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

**16. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**

- 16.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 16.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 16.

**17. MISCELLANEOUS PROVISIONS**

- 17.1. *No Bottled Water:* In accordance with District Board of Directors Resolution No. 09-0920, dated September 29, 2009, no District funding shall be used to purchase single-serving, disposable water bottles for use in District facilities or at District-sponsored events. This restriction shall not apply when potable water is not available.
- 17.2. *No Waiver of Breach:* The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 17.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 17.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 17.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 17.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 17.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 17.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 17.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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

Reviewed as to funds:

TW 16/17-083A

By: \_\_\_\_\_  
Water Agency Division Manager -  
Administrative Services

Approved as to form:

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

Insurance Documentation is on file with  
District

Date/TW Initials: \_\_\_\_\_

**Sonoma Valley County Sanitation District**

**GHD Inc., a California corporation**

By: \_\_\_\_\_  
Michael Thompson  
Interim General Manager  
Authorized per Water Agency's Board of  
Directors Action on xx\_\_\_\_ 2018

By: \_\_\_\_\_  
\_\_\_\_\_  
(Please print name here)

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

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

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

# **Exhibit A**

## **Scope of Work**

### **1. COMMENCEMENT OF WORK**

- 1.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

### **2. GENERAL**

- 2.1. Consultant agrees to perform obligations described in this Agreement and to furnish necessary engineering skills, services, labor, supplies, supervision, and material required to perform and complete the Project.
- 2.2. By execution of this Agreement, Consultant warrants that it has carefully examined the Project site and has satisfied itself of local and any special conditions affecting this Scope of Work. Tests, survey results, geotechnical reports, or other data or information, whether furnished by District, or referenced in this Agreement, are for the Consultant's convenience. District does not guarantee that such tests or preliminary investigations or other data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. Consultant shall satisfy itself as to the accuracy or interpretation of such tests or survey results or other information or data.

### **3. TASKS**

- 3.1. Task 1: Cost Estimates
  - a. Prepare a Statement of Probable Construction Costs broken down by bid item, and revise as required herein. Provide estimated quantities for unit priced items.
- 3.2. Task 2: Design Services
  - a. Design:
    - i. Prepare Project design of District-approved alternative, as recommended in a study report previously prepared by Consultant under a separate agreement and revised by a proposal from Consultant dated October 3, 2017.
    - ii. Identify and perform sufficient site investigation(s) for purpose of developing Project design.
    - iii. Prepare a Design Notebook. The Design Notebook shall be a loose-leaf notebook containing, as appropriate, copies of the Design Report, stamped and signed design calculations, conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, engineering sketches, schematic layouts, product and material selection evaluation, alternate solutions available to District that Consultant recommends, and



supporting information pertaining to the design of the Project. The design calculations and engineering sketches shall be in sufficient detail to design the Project with its appurtenances. The Design Notebook shall include a technical memorandum summarizing the design parameters.

- iv. Prepare a detailed construction cost estimate for the Project as described in paragraph 3.1.
  - v. Prepare a construction schedule showing the anticipated timeframe for completing construction of major units. Use a simple bar chart approach for each item and indicate the anticipated critical path of construction.
- b. Additional Requirements:
- i. Identify requirements, if any, which District may not have identified.
  - ii. Incorporate known applicable requirements into Project.
- c. Design Stages and Meetings:
- i. Progress with design in the following stages and ensure that the each stage includes the listed elements:
    - a) Kick Off Meeting: Discuss Project scope and schedule.
    - b) 30%: Project parameters shall be fully defined; calculations, including sizing of Project components, shall be complete; and preliminary sketches and drawings shall be available. Indicate topographic property boundaries, USA mark-out, and potholing.
    - c) 60%: Draft drawings shall describe the general size, nature, and complexity of the Project and indicate right-of-way; alignment and location of facilities should be final; draft specifications shall be completed with sufficient detail to allow District review and comment.
    - d) 90%: Prepare drawings indicating the scope, extent, and character of the work to be provided by the contractor. Specifications and drawings, all-inclusive and in their entirety, shall be 90% completed and rights-of-way, permits, and regulatory considerations shall be resolved.
    - e) 99%: Changes and modifications from District shall be incorporated, any outstanding issues resolved, and specifications and drawings essentially complete.
  - d. Meeting Information:
    - i. Arrange, attend, prepare agendas for, and conduct meetings at each design stage.
    - ii. Prepare technical memorandum summarizing design parameters.
    - iii. At meetings, discuss the progress and direction of the design. Advise District in writing how District comments impact Project scheduling and cost.
    - iv. Prepare meeting minutes for each meeting.

- v. Arrange and attend a meeting with District staff to discuss modifications to District's Operations and Maintenance Manual.
- vi. Meetings shall be held at District's Office, 404 Aviation Boulevard, Santa Rosa, California.

### 3.3. Task 3: Drafting Services

- a. Prepare drawings necessary for bidding and construction of the Project using current District AutoCAD standard at time of Agreement execution. Earlier compatible versions or alternate compatible AutoDesk vertical products may only be used upon written approval of District. Include the following with sufficient detail to describe construction of the Project for Project advertisement and bidding purposes:
  - i. Title sheet with location map, vicinity map, index to drawings, and legend (abbreviations, symbols, etc.)
  - ii. Right-of-way drawings
  - iii. Plans
  - iv. Profiles (where applicable)
  - v. Sections
  - vi. Construction details
  - vii. Other drawings as may be needed for construction
- b. Include the following features on each plan and profile drawing:
  - i. Location of control points with point number identification, elevation, and description
  - ii. Graphic scale
  - iii. North arrow
  - iv. Grid ticks on 400-foot centers with at least two ticks labeled with coordinates
  - v. Key map
  - vi. Elevations of and labels for existing features, structures, utilities, manholes, and drainage facilities.
  - vii. Mapping showing streets, edges of pavement, ditch flowlines, and top of curb
- c. Use District-provided template drawings, title blocks, and border drawings. Basic layers and line types are part of template drawings and are recommended where applicable.
- d. Prepare plan and profile drawings using the primary scale of: horizontal 1" = 40' and vertical 1" = 4'. Obtain prior District approval before preparing plan and profile drawings in any other scale.

- e. Prepare finished contract drawings and maps on a durable, dimensionally stable vellum 22" x 34" gross size. A 1½" blank margin shall be left on edges of the sheets. No hand-drawn media is allowed.
  - i. Finished contract drawings shall also be supplied in native AutoCAD format as specified in 3.3.a, along with supporting files such as fonts, Xref and image files, point data, plotter and/or pen style table configuration files.
  - ii. Electronic drawing file names shall be at the direction of District's Drafting/GIS Section. Xref files shall have filename with an "X" prefix (i.e., X\_ExTopo for original existing topographic file used as base reference file).
  - iii. Existing and design features shall be represented spatially accurate in "real world model space" in the CAD files. Coordinate information shall be preserved in its true and original orientation in real world space (X axis= East Coordinates, Y axis = North Coordinates, Z axis =Elevation; all in US Survey Feet Units; Scale 1:1). Any movement or rotation (i.e., Dview, twist), for any purpose, such as alignment or northing adjustment to page is to be handled in the paper or layout space view. Data files, such as topo files and point files, may be "Xrefed" provided the Xref file is inserted at 0,0,0 and no rotation is imposed on the file.
  - iv. District existing non-editable data shall be in an "Xref" file. "Xrefed" drawing files shall have filenames with an "X-9999" prefix, where the "X" clearly identifies the file as an "Xref" support file and the "9999" is an District-provided project file number (for example: X-9999-Extopo.dwg would represent an "Xref" file for project "9999" that is existing, non-editable, topography).
  - v. Each drawing file shall contain a layer named "CadNotes." This layer shall be a non-plot layer and shall contain pertinent "metadata" that includes, but is not limited to, the following:
    - a) Coordinate or projection basis
    - b) Relevant survey, data dates
    - c) Data sources, references
    - d) Design notes, assumptions, or other relevant information useful to design review
  - vi. Prepare construction detail drawings in the same manner as described in this paragraph 3.3.e, such that each detail item is represented in its full size in model space and is represented in a scale and orientation to appropriately and adequately convey the necessary information for construction on layout space.

- vii. District will accept electronic drawing files with multiple “drawings” or “Sheet” layouts. Tab layouts are to be setup as follows:
  - e) Each layout tab’s label shall be the drawing name (i.e. C1, G1, D1, P1, etc.) and therefore only include one sheet per layout tab. The layouts shall be set to the standard 22” x 34” sheet at a 1:1 scale.
  - f. Minimize the use of notes on drawings. Specifications of any type shall be written in the specifications and shall not be added to drawings.
  - g. Use match lines with appropriate sheet numbers.
  - h. Use lettering size no smaller than a 0.12-inch tall and 0.010-inch (0.25 mm) pen diameter for construction notes and data.
  - i. Ensure that drawings are easily readable when reduced to 11” x 17.”
  - j. Reconcile drawings with specifications to minimize redundancies and avoid conflicts.
  - k. If requested by District, provide conformed drawings. District’s standard will be provided by District’s Project Manager.
  - l. Provide post-construction record drawings. District’s standard will be provided by District’s Project Manager.

#### 3.4. Task 4: Specifications Preparation

- a. Assist District’s Project Manager in completing District’s Project Manual Questionnaire.
- b. Prepare Divisions 2 through 16 (Technical Specifications), as appropriate, of the Project Manual as necessary for construction of the Project in conformance with the Project Manual concept of the Construction Specification Institute (CSI), using District’s templates, and the 1995 edition of CSI’s MasterFormat, including SectionFormat and PageFormat.
- c. Comply with applicable provisions of the Public Contract Code including, but not limited to, formal and informal bid procedures and the avoidance of closed proprietary specifications (where no substitutions are allowed).
- d. Assist District to develop justification memos for any proposed single-source of products or materials; for special qualification of bidders, manufacturers, installers, or other professionals performing construction work for the Project; and for other special circumstances that require justification to District’s Board of Directors.
- e. Provide bid item descriptions for inclusion in Division 1. Ensure that method of payment for materials, equipment, and work required to complete Project is described clearly.
- f. In coordination with District’s Project Manager, reconcile redundancies and conflicts with District-prepared Division 0 and Division 1 requirements.

- 3.5. Task 5: Plant Operation and Maintenance Manual(s) Modifications
  - a. Prepare modifications to District’s existing Plant Operations and Maintenance Manual(s). At a minimum, include the following:
    - i. New sections to cover aspects of the Project that are not included in existing manual(s).
    - ii. Modifications and revisions to existing sections that are affected by the Project.
  
- 3.6. Task 6: Assistance During Bidding and Construction
  - a. For bidding:
    - i. Answer questions submitted by District (“questions”) during bid advertisement period.
    - ii. Communicate only through District.
    - iii. Immediately hand-deliver or email copies of bidder questions (non-District questions) directed to Consultant to District.
    - iv. Alert District to potential impacts, if any, associated with questions including, but not limited to, impacts on schedule and cost.
    - v. Upon request from District, prepare addenda to clarify, correct, or change the technical specifications or drawings in accordance with the following:
      - f) Paragraphs 3.3 and 3.4.
      - g) District-provided drafting standards and standard form for addenda
    - vi. If Consultant chooses to prepare addenda drawings manually, revise electronic files, and resubmit to District.
  - b. For construction:
    - i. Assist District by providing engineering and related services after the receipt of construction bids as requested by District.
    - ii. Attend preconstruction conference, if requested by District.
    - iii. Assist District by answering request(s) for information (RFIs), as requested by District (up to 30 RFIs).
    - iv. Submittal Review:
      - a) Review contractor’s submittals of information and shop drawings for the Project and either mark “No Exceptions Taken,” “Make Corrections Noted,” “Revise and Resubmit,” or “Rejected” on each submittal. Provide District with a brief written narrative of what is required from the contractor for items Consultant marks on each submittal response.
      - b) Ensure that copies of submittals reviewed are stamped, dated, and signed by the person performing the review.
      - c) Review items that have been submitted by the contractor as a substitution or an “approved equal” for specified items. Ensure that each substituted item meets the performance requirements specified

in the Project specifications, and ensure its compatibility with other components of the operating system (electrical connections, size). Consult with District's Project Manager regarding acceptability of the proposed substitution.

- d) Upon completion of review, return the submittals with any written narratives to District.
- v. Provide approximately 16 (one per week during construction) site inspections for construction observation to verify that work is performed in accordance with the drawings, specifications, and design intent. Write a technical memo of each site visit, summarizing observations and noting any deficiencies and provide memo to District 2 working days after date of visit.
- vi. Review and comment on proposed change order(s), if any. Provide comments to District in writing within 2 working days after receipt of the proposed change order(s). Change order review will not be paid if change order is a result of Consultant's error or omissions in design.
- vii. Upon request from District, assist District with final inspection, and prepare a final punch list.
- c. Post-Construction:
  - i. Provide updated Arc flash labels for equipment, based on final constructed Project.
  - ii. Provide ARC Flash Hazard assessment files.

### 3.7. Task 7: Schedule and Submittal of Documents

- a. Perform services and submit documents to District for review and approval in accordance with the schedule included in Exhibit B (Schedule and Submittals).
- b. Submittal requirements:
  - i. Submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final deliverable to District, unless noted otherwise.
  - ii. Provide full-sized hard copy and electronic copy in PDF format as well as native AutoCAD dwg format at each design phase as described in Exhibit B. Include CTB or STB plot configuration file with electronic submittal to ensure correct and intended image quality when plotting from file.
  - iii. If changes that District has not previously approved are made to the drawings or specifications after the 99% design review meeting, submit drawing(s) or specifications to District for approval prior to preparing the final submittal.
- c. Electronic media formats:
  - i. Survey information and drawings: Provide in electronic media format compatible with current District AutoCAD standard in drawing format (.DWG). To ensure there are no discrepancies between electronic and hard copies, provide plot style tables files.

- ii. Technical Specifications and Plant Operation and Maintenance Manual(s) modifications (including tables, charts, and drawings): Provide in electronic media format compatible with Microsoft® Word 2007. Ensure that there are no discrepancies between electronic and hard copies.
- iii. ARC Flash Hazard assessment calculation files: SKM format.
- d. Final Drawing Submittal Requirements:
  - i. Prepare finished contract drawings and maps on vellum, 22" x 34" gross size. Drawings shall be "wet" stamped and signed by the appropriate disciplined professional.
  - ii. The final (100%) AutoCAD submittal shall consist of files with filenames specified by District's Drafting/GIS Section and include embedded digital professional stamps. Drawings shall have filenames displayed per District-provided standards. Final submittal shall also include a composite PDF document of the drawing files formatted for half size (11" x 17") as well as full size (22" x 34").
  - iii. The schedule in Exhibit B (Schedule and Submittals) is based upon timely review and decision making by District. Delays in the schedule caused by District will be cause for consideration of time extensions.

#### **4. DELIVERABLES**

- 4.1. Comply with requirements of Paragraph 11 (Content Online Accessibility).

## Exhibit B

### Schedule and Submittals

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
<b>Notice to Proceed with Design</b>	-	immediately upon execution of this Agreement
<b>Kick-off Meeting Submittal</b>	<ul style="list-style-type: none"> <li>• 5 hard copies and one electronic copy of Kick-off meeting agenda</li> <li>• Preliminary Statement of Probable Construction Costs</li> </ul>	7 calendar days prior to Kick-off meeting
<b>Kick-off Meeting</b>	-	10 calendar days following Notice to Proceed with Design
<b>Kick-off Meeting Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of Kick-off Meeting
<b>30% Design Submittal</b>	<ul style="list-style-type: none"> <li>• 5 sets of half-size hard copy drawings</li> <li>• Technical memorandum summarizing design parameters</li> <li>• Construction cost estimate</li> <li>• Revised Statement of Probable Construction Costs</li> <li>• Design Notebook</li> <li>• Draft Table of Contents for specifications</li> <li>• 1 electronic copy of 30% design review meeting agenda</li> </ul>	60 calendar days after Kickoff Meeting
<b>30% Design Review Meeting</b>	-	within 14 calendar days after 30% Design Submittal
<b>30% Design Review Meeting Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of 30% Design Review Meeting
<b>60% Design Submittal</b>	<ul style="list-style-type: none"> <li>• 5 sets of half-size hard copy drawings</li> <li>• Technical specifications</li> <li>• Bid item descriptions</li> <li>• Technical memorandum summarizing design parameters</li> <li>• Construction schedule</li> <li>• Revised Preliminary Statement of Probable Construction Costs</li> <li>• Design Notebook</li> <li>• 5 copies of 60% design review meeting agenda</li> </ul>	60 calendar days after execution of Amended Agreement Meeting



<b>MILESTONE</b>	<b>DOCUMENTS TO BE SUBMITTED</b>	<b>CALENDAR DAYS</b>
<b>60% Design Review Meeting</b>	-	within 14 calendar days after 60% Design Submittal
<b>60% Design Review Meeting Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of 60% Design Review Meeting
<b>90% Design Submittal</b>	<ul style="list-style-type: none"> <li>• 5 sets of half-size hard copy drawings</li> <li>• Technical specifications</li> <li>• Bid item descriptions</li> <li>• Technical memorandum summarizing design parameters</li> <li>• Revised Preliminary Statement of Probable Construction Costs</li> <li>• Design Notebook</li> <li>• 5 copies of 90% design review meeting agenda</li> </ul>	45 calendar days after 60% Design Review Meeting
<b>90% Design Review Meeting</b>	-	within 14 calendar days after 90% Design Submittal
<b>90% Design Review Meeting Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of 90% Design Review Meeting
<b>99% Design Submittal</b>	<ul style="list-style-type: none"> <li>• 5 sets of half-size hard copy revised drawings</li> <li>• Technical specifications</li> <li>• Bid item descriptions</li> <li>• Technical memorandum summarizing design parameters</li> <li>• Statement of Probable Construction Costs</li> <li>• Design Notebook</li> <li>• 5 copies of 99% design review meeting agenda</li> </ul>	within 30 calendar days after 90% Design Review Meeting
<b>99% Design Review Meeting</b>	-	21 calendar days after 99% Design Submittal
<b>99% Design Review Meeting Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of 99% Design Review Meeting

<b>MILESTONE</b>	<b>DOCUMENTS TO BE SUBMITTED</b>	<b>CALENDAR DAYS</b>
<b>Final Submittal</b>	<ul style="list-style-type: none"> <li>• Complete set of revised and final stamped and wet signed original drawings</li> <li>• Complete set of electronic files with supporting files, plus full and half-size PDFs</li> <li>• Complete set of revised and final technical specifications</li> <li>• Stamped and signed Document 00007 (Seals Page)</li> <li>• Statement of Probable Construction Costs</li> <li>• Design Notebook</li> </ul>	within 30 calendar days after 99% Design Review Meeting
<b>Draft Addenda submittals, if applicable</b>	as appropriate	At least 10 calendar days prior to Project bid opening
<b>Final Addenda submittals, if applicable</b>	as appropriate, submit original drawing(s)	At least 9 calendar days prior to Project bid opening
<b>Technical Memo</b>	Submit a technical memo after each weekly site visit	Within 2 days after each visit
<b>Plant Operation and Maintenance Manual(s) Meeting</b>	-	To be scheduled when Project reaches Substantial Completion
<b>Draft Plant Operation and Maintenance Manual(s) Modifications</b>	One electronic copy of final Plant Operation and Maintenance Manual(s) modifications	30 calendar days after Plant Operations and Maintenance Manual meeting
<b>Final Plant Operation and Maintenance Manual(s) Modifications</b>	One electronic copy of final Plant Operation and Maintenance Manual(s) modifications	10 calendar days after District approval of draft.
<b>ARC flash labels for equipment</b>	<ul style="list-style-type: none"> <li>• One electronic copy</li> <li>• One set of adhesive labels, for application by District</li> </ul>	20 calendar days after Final Completion of Project
<b>ARC Flash Hazard assessment files</b>	One electronic copy	20 calendar days after Final Completion of Project

## Exhibit C

### Schedule of Costs

<b>PERSONNEL</b>	
<b>Title</b>	<b>Hourly Rate</b>
Iver Skavdal, Principal in Charge	\$210
Bert Braden, Quality Assurance & Quality Control	\$176
Steve Girard, Project Manager	\$151
Rick Guggiana, Electrical Engineer	\$176
Eric Penn, Electrical Engineer	\$166
Chris Richards, Electrical Engineer	\$161
Travis Robinson, Electrical Engineer EIT	\$115
King Nguyen, Electrical Engineer EIT	\$112
Dan Reiter, Mechanical Engineer	\$176
Steve Burns, Structural Engineer	\$166
Matt Kennedy, Civil Engineer	\$187
Richard Maddock, Surveying	\$155
Scott Harris, Hazardous Materials	\$115
Jeff Knauer, Corrosion	\$185
Jun Liberato, Drafting	\$134
<b>EXPENSES</b>	
<b>Item</b>	<b>Cost</b>
Copies	\$0.10 per page
Postage	at cost + 15%
Overnight mail	at cost + 15%

## Exhibit D

### Estimated Budget for Scope of Work

Phase	Item	Fee
1	Kick-off, 30% Design	\$25,390
2	60% Design	\$15,030
3	90% Design	\$12,750
4	99% Design, Final Submittal	\$12,500
Other	Additional Services: (Design SWGR-1 replacement, SWGR-S breaker replacement; MCC-10 Feeder upgrade)	\$24,540
<b>Design Subtotal</b>		<b>\$90,210</b>
5	Bidding and Construction Support	\$53,460
6	Post-Construction Engineering Services	\$ 5,060
<b>Total</b>		<b>\$148, 730</b>

# Exhibit E

## Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

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

### 1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
  - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
  - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
  - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
  - d. Required Evidence of Insurance: Certificate of Insurance.
  - e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
  - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
  - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
  - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it

must be approved in advance by District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the District.

- d. Sonoma County Water Agency, Sonoma Valley County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

### 1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

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

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
  - e. Required Evidence of Insurance: Certificate of Insurance.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference: TW 16/17-083A.
  - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4, above.
  - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma Valley County Sanitation District, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
  - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
  - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- 1.7. Policy Obligations
- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.8. Material Breach
- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors, Board of Directors Agricultural Preservation and Open Space District

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Elizabeth Tyree, Regional Parks, (707) 565-2575  
Stuart Martin, Ag & Open Space, (707) 565-7362

**Supervisorial District(s):**

1<sup>st</sup> and 4<sup>th</sup>

**Title:** Mark West Creek acquisition Land and Water Conservation Fund grant application

### **Recommended Actions:**

Adopt a resolution authorizing the Director of Regional Parks to apply for Land and Water Conservation Fund Program in the amount of \$3 million for Mark West Creek Regional Park and Open Space Preserve acquisition and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer the grant.

### **Executive Summary:**

Regional Parks in partnership with the Agricultural Preservation and Open Space District (District) is seeking funding to acquire the McCullough II and Wendle properties for the future Mark West Creek Regional Park and Open Space Preserve. The acquisition of an additional 321.89 acres in the Mark West Creek watershed will create a 1,100-acre park and preserve that will protect scenic and natural resources and provide recreation and education opportunities less than 15 minutes from downtown Santa Rosa. This acquisition would add to the 823 acres already acquired by the District. Acquisition discussions with these property owners have been underway for years. On October 8, 2017, most of the structures on these properties were lost to the Tubbs Fire. The Oak and Douglas fir woodland sustained a wide variety of damage from slight to severe, but is still suitable for a future Park and Preserve. The property owners have expressed their interest in selling their property this year. Closing McCullough 2 and Wendle would coincide with transferring these District properties to the County, and the approval of District funds for initial public access and operation and management of the park.

### **Discussion:**

The McCullough 2 property has been a priority for future park use acquisition for many years, and the Wendle property has been prioritized since 2015. The acquisition would provide multiple public benefits in an area that is at risk of development and fragmentation. It will provide extraordinary public access and education opportunities in close proximity to Santa Rosa and other nearby cities, and protect and



restore habitat for threatened and endangered fisheries and a diverse assemblage of wildlife habitat. If not acquired, these properties can accommodate 6 home sites.

An existing road and trail system already connects the McCullough 2 property to adjacent District owned properties which would help in opening the park more quickly. These properties also have a significant portion of the Mill Creek watershed which flows into Mark West Creek just off the property, thereby supporting endangered steelhead and coho.

The Tubbs fire burned down the major improvements, and the natural vegetation sustained varied fire damage. However, the properties are still suitable for park use, and the fire damage has opened up the opportunity to present an offer to the seller at a lower value than when it had improvements. The appraisal process is underway, and an estimated \$6.8 million is needed to acquire these properties. Grant funding from public sources will be the largest portion of non-District acquisition funding. Multiple grant opportunities are being explored, but few have a funding timeline within the terms of the proposed closing timelines.

In partnership with the District, Regional Parks is applying for a \$3 million Land and Water Conservation Fund grant administered by State Parks. This grant requires an authorizing resolution to apply for funding. The District has committed \$3 million toward the acquisition that will serve as the required dollar for dollar match for this grant opportunity.

This competitive grant could be awarded by early summer of 2018. It is estimated that Regional Parks and the District will return to the Board in Fall, 2018 to present the approval for the McCullough 2 and Wendle acquisitions as well as the simultaneous transfer of District-owned properties. A proposal for funding initial public access and three years of operations and management of the future Regional Park and Open Space Preserve will also be presented for approval at that time.

**Prior Board Actions:**

December 6, 2016, resolution 16-05475a approving acquisition of the Wendle Property; and resolution 16-0457b acknowledging commitment by the County to accept properties presently held and under negotiation by the District for West Creek Regional Park and Open Space Preserve. January 28, 2014, resolution 14-0039 approved fee title acquisition of the Cresta II property. August 18, 2009, resolution 09-0790 approved fee title acquisition of the McCullough I property. October 23, 2007, resolution 07-0895 approved fee title acquisition of the Cresta I property.

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

This funding would support acquiring open space lands that will provide recreational and educational opportunities and protect scenic and natural resources.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
There is no fiscal impact to this item. If grant the application is approved, this funding and the related expenditures will be included in the FY 2017-2018 budget. Matching funds will be allocated from the District.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1. Resolution 2. Location Map			
<b>Related Items "On File" with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

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Date: January 23, 2018

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

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4/5 Vote Required

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**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, And The Sonoma County Agricultural Preservation And Open Space District, Approving The Application For Land And Water Conservation Fund For The Mark West Creek Acquisition Project**

**Whereas**, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

**Whereas**, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program; and

**Whereas**, the Applicant certifies by resolution the approval of the Application and the availability of eligible Matching funds prior to submission of the Application to the State; and

**Now, Therefore, Be It Resolved** that the Board of Supervisors hereby:

1. Approves the filing of an Application for Land and Water Conservation Fund assistance for the proposed Mark West Creek acquisition project;
2. Agrees to abide by Section 6(f)(3) of Public Law 88-578 which states "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."
3. Certifies that said agency has Matching funds from eligible source(s) and can

Resolution #

Date:

Page 2

finance 100 percent of the Project, which up to half may be reimbursed; and

4. Appoints the Director of Regional Parks as agent of the Applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, Applications, Contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

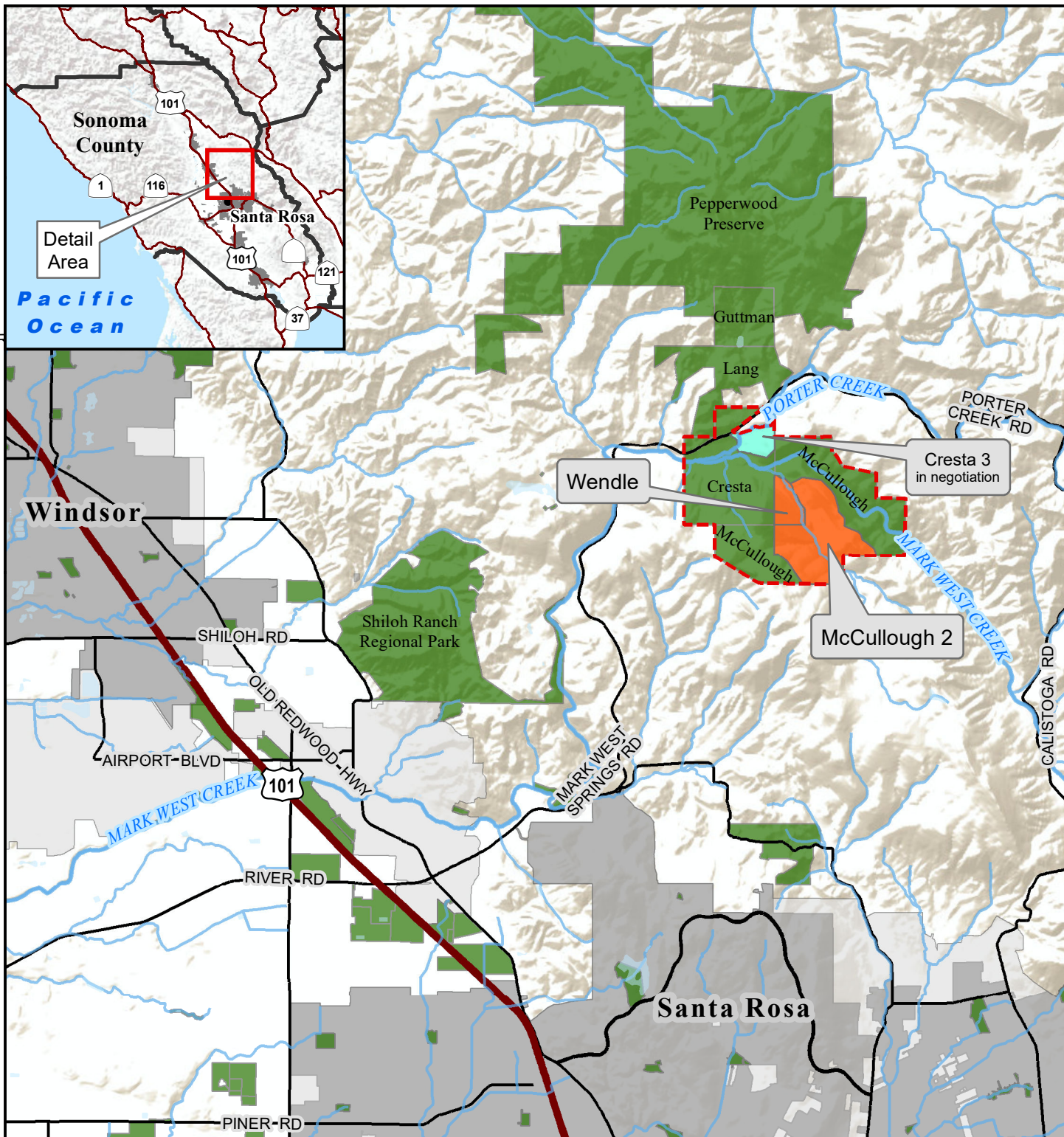
Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

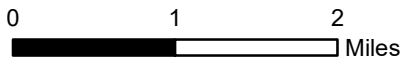


## Mark West Creek Regional Park and Open Space Preserve Location Map

- Creek
- Highway
- Major Road
- Mark West Creek Project Area Boundary
- LWCF Focus
- Cresta 3 in negotiation
- Protected Areas
- Incorporated City Land
- Urban Service Area



**SONOMA COUNTY**  
AGRICULTURAL PRESERVATION  
AND OPEN SPACE DISTRICT



Map Date: 1/12/2018  
Sources: CPAD (protected lands); SCWA (streams); County GIS (roads, communities); ESRI (shaded relief)  
This map is for illustrative purposes; it is not a definitive property description.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 6**  
(This Section for use by Clerk of the Board Only.)

Sonoma County Board of Supervisors

January 23, 2018

**Vote Requirement:** Majority

Auditor-Controller-Treasurer-Tax Collector

Kanchan Charan – (707) 565-8300  
Damian Gonshorowski - (707) 565-8309

**Supervisorial District(s):**  
Countywide

Compliance Review: Final Report Social Security Number Truncation Program

Review and accept the Compliance Review Final Report of the Clerk-Recorder-Assessor Social Security Number Truncation Program for the period July 1, 2013 through June 30, 2017.

AB 1168 was signed into law by the Governor on October 13, 2007 to protect the public from identity theft. It requires local agencies to redact social security numbers (SSNs) from records before disclosing them to the public. The law authorizes counties to charge an additional \$1 fee for the first page of each recorded document to fund the implementation of the Program. On December 11, 2007, the County Board of Supervisors adopted the Program and authorized the Clerk-Recorder-Assessor's Office (Recorder) to assess the social security truncation fee. The Recorder began collecting the \$1 fee on January 1, 2008 to cover expenditures related to the Program. The Recorder completed social security truncation efforts on documents recorded between 1980 and 2008 and successfully implemented a system to truncate social security numbers on recorded documents from 2009 to the present.

The primary objectives of this review (Attachment A to this report) were to verify that the funds generated by the Social Security Number Truncation Fee are used solely for the purpose of the Program, as described in article 3.5 (commencing with Government Code (GC) § 27300). In addition, we reported on the progress of the Recorder in truncating recorded documents pursuant to subdivisions (a) of GC § 27301, and estimated any ongoing costs to the county recorder of complying with subdivisions (a) and (b) of GC § 27301.

The results of the review support that

- 1) Funds generated by the fee pursuant to GC§27361 were used solely for the purpose of the Program.
- 2) Social security numbers have been truncated from documents recorded since January 1, 2009 to present.
- 3) The Recorder's primary ongoing Program cost for the Social Security Truncation is approximately \$8,200 annually.

**Discussion:**

As part of the 2017-2018 Annual Audit Plan, the Internal Audit Division of the Sonoma County Auditor -Controller-Treasurer-Tax Collector's (ACTTC) Office completed a review of the Sonoma County Clerk-Recorder-Assessor's social security number truncation program (Program).

Authorization of the fee requires the County Auditor conduct two reviews to verify the funds generated by the fee are used only for the purpose of the program and to conduct reviews. The first review must be completed between June 1, 2012 and December 31, 2013. The second review must be completed between June 1, 2017 and December 31, 2017.

An amendment to GC § 27301 on October 9, 2017 now allows counties to redact social security numbers from documents created prior to January 1, 1980 and fund the activity from the \$1 per recorded documents fee originally authorized by the code section. If the Recorder chooses to exercise this option, the annual cost of the program discussed in the attached report will increase.

There were no new recommendations identified in this review (Attachment A to this report). There were two recommendations identified during the prior review related to the quality control procedures and analysis of the fee collections. The ACTTC has reviewed the actions taken by the Recorder to implement the prior recommendations and has determined that the actions adequately address the recommendations. The Recorder identified and corrected seven additional instances where truncation did not occur and implemented a manual review of documents that are likely to have social security numbers that should be truncated. Upon analysis of ongoing costs and remaining balance in the Program fund, the Recorder suspended the \$1 fee as of July 1, 2016.

**Prior Board Actions:**

12/11/07: Resolution 07-1038 adopting a \$1 fee for recording the first page of every instrument to support the implementation and ongoing operation of the social security number truncation program.

1/7/14: Reviewed and accepted the Compliance Review Report of the Sonoma County Social Security Number Truncation Program for the period from January 1, 2008 through June 30, 2013.

**Strategic Plan Alignment**      Not Applicable

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
The acceptance of this report creates no fiscal impact at this time.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment A- Compliance Review Final Report of the Social Security Number Truncation Program			
<b>Related Items "On File" with the Clerk of the Board:</b>			



**Compliance Review-Final Report  
Social Security Number Truncation Program**

Sonoma County

Auditor-Controller-Treasurer-Tax Collector

Internal Audit Report

Engagement No: 3087  
Report Date: December 12, 2017



**Erick Roeser**  
Auditor-Controller-Treasurer-Tax Collector

**ERICK ROESER**  
AUDITOR-CONTROLLER  
TREASURER-TAX COLLECTOR

**AUDITOR-CONTROLLER  
TREASURER-TAX COLLECTOR**  
585 FISCAL DRIVE, SUITE 100  
SANTA ROSA, CA 95403  
PHONE (707) 565-2631  
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## ATTACHMENT A-2

**JONATHAN KADLEC**  
ASSISTANT AUDITOR-CONTROLLER  
TREASURER-TAX COLLECTOR

**AMANDA THOMPSON**  
ASSISTANT AUDITOR-CONTROLLER  
TREASURER-TAX COLLECTOR

Kanchan K. Charan, CPA	Audit Manager
Damian Gonshorowski, CPA	Audit Supervisor
Ryan Burns, CISA	Auditor-In-Charge

Auditor-Controller-Treasurer-Tax Collector Web Site  
<http://sonomacounty.ca.gov/Auditor-Controller-Treasurer-Tax-Collector/>

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**Social Security Truncation Program**  
**Engagement No. 3087**  
Report Date: December 12, 2017

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**Executive Summary**

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As part of the 2017-2018 Annual Audit Plan, the Internal Audit Division of the Sonoma County Auditor -Controller-Treasurer-Tax Collector's (ACTTC) Office completed a review of the Sonoma County Clerk-Recorder-Assessor's social security number truncation program (Program).

AB 1168 was signed into law by the Governor on October 13, 2007 to protect the public from identity theft. It requires local agencies to redact social security numbers (SSNs) from records before disclosing them to the public. The law authorizes counties to charge an additional \$1 fee for the first page of each recorded document to fund the implementation of the Program. On December 11, 2007, the County Board of Supervisors adopted the Program and authorized the Clerk-Recorder-Assessor's Office (Recorder) to assess the social security truncation fee. The Recorder began collecting the \$1 fee on January 1, 2008 to cover expenditures related to the Program. The Recorder completed social security truncation efforts on documents recorded between 1980 and 2008 and successfully implemented a system to truncate social security numbers on recorded documents from 2009 to the present.

Under the Program, the Recorder creates a public version of recorded documents which includes only the last four digits of social security numbers. The Program's primary activity is identifying and redacting social security numbers from recorded documents that are accessible by the public. The cost of this activity is covered by the remaining balance in the Program fund. Upon analysis of the ongoing costs and remaining balance in the Program fund, the Recorder suspended the \$1 fee as of July 1, 2016.

The results of the review support that

- 1) Funds generated by the fee pursuant to Government Code (GC) §27361 were used solely for the purpose of the Program.
- 2) Social security numbers have been truncated from documents recorded since January 1, 2009 to present.
- 3) The Recorder's primary ongoing Program costs for the Social Security Truncation is approximately \$8,200 annually.

An amendment to GC § 27301 on October 9, 2017 now allows counties to redact social security numbers from documents created prior to January 1, 1980 and fund the activity from the \$1 per recorded documents fee originally authorized by the code section. If the Recorder chooses to exercise this option, the annual cost of the program discussed will increase.

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## Introduction and Background

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### Introduction

The ACTTC Office completed a review of the Recorder's Program. We conducted our review in accordance with the International Standards for the Professional Practice of Internal Auditing (Standards). These Standards require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our review objectives. We believe that the evidence obtained provides a reasonable basis for the results, observations, and recommendations contained in our report.

The County Recorder records a number of documents that contain social security numbers. These documents can be accessed by the public. Due to potential misuse of social security numbers, GC§27361 was enacted that requires local agencies to restrict disclosure of social security numbers to only four digits.

GC§27361 authorizes the County to assess an additional \$1 fee per recorded document to fund the Program. The funds collected are to be used solely for the purpose of the Program.

The primary purpose of our engagement is to conduct a review of the Program, as required by law, and determine:

1. If the funds generated by the fee pursuant to GC§27361 were used solely for the purpose of the Program,
2. Progress of the County Recorder in truncating social security numbers in recorded documents and
3. Estimated ongoing costs to the County Recorder of complying with GC§27361.

### Background

In January 2008 the Recorder began the Program to create a public version of recorded documents that would be exact copies of the official records but display only the last four digits of the social security numbers. This provision would apply to all documents recorded since 1980.

The GC § 27361 (d) (4) requires County Boards of Supervisors that authorize the fee to require the County Auditor to conduct two reviews of the program. Each review would 1) verify that funds generated from the Program were used only to truncate SSNs in accordance with the Program requirements, 2) state the progress of the County Recorder in truncating recorded documents, and 3) estimate any ongoing costs to comply with the requirements. The first review must be completed between June 1, 2012 and December 31, 2013 and the second between June 1, 2017 and December 31, 2017.

The authority to assess the additional fee sunsets on December 31, 2017, unless it is renewed by the County Board of Supervisors. As of July 1, 2016 the Recorder's office suspended the collection of the SSN Program fees.

California Senate Bill No. 184 was approved by the Governor October 9, 2017 amending GC § 27301 stipulating "The program may include a component for each official record recorded before January 1, 1980, pursuant to which the county recorder may create a copy of that record in an electronic format and truncate an social security number contained in that record."

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## Objectives, Scope & Methodology

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### Objectives

The objectives of this review were to:

1. Verify that the funds generated by the social security truncation fee are used solely for the purpose of the Program, as described in article 3.5 (commencing with GC § 27300).
2. Report on the progress of the Recorder in truncating recorded documents pursuant to subdivisions (a) of GC § 27301
3. Estimate any ongoing costs to the Recorder of complying with subdivisions (a) and (b) of GC § 27301.

### Scope

This report covers the period July 1, 2013, through June 30, 2017. The 1<sup>st</sup> report covered the initiation of the fee collection and the period January 1, 2008 through June 30, 2013.

The scope of our work for the 2<sup>nd</sup> review included but was not limited to:

- a) Review of departments implementation on recommendations noted in the prior report
- b) Review and evaluation of internal controls designed to ensure compliance with the requirements of the Social Security Truncation Program as outlines in California Government Code
- c) Tests of compliance to gain assurance the internal control system is functioning as intended and is achieving its design objectives.

### Methodology

To address the review objectives, ACTTC conducted the following activities:

- Conducted walkthrough of current document processing and system review;
- Conducted general interviews and observations with key personnel;
- Reviewed extensive documentation key to the review objectives

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## Results

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**Objective #1: Verify that the funds generated by the social security truncation fee are used solely for the purpose of the Program, as described in article 3.5 (commencing with Section 27300)**

The results of our tests support that expenditures made out of the SSN Truncation fees collected were solely for the purpose of the Program. We reviewed support for all expenditure transactions for this review period, totaling **\$119,585** and noted no exceptions.

Between July 1, 2013 and June 30 2017, **\$219,082** was collected in SSN Truncation fees. The interest generated for the period totaled **\$13,139**. As of June 30, 2017, the SSN Trust Fund has a fund balance of **\$462,409**.

The Social Security Truncation Program project to convert records from 1980 to 2008 was completed and expensed prior to the first SSN Truncation Program report. The Recorder stopped charging the SSN Truncation fee as of July 1, 2016 primarily due to the completion of the initial Social Security Truncation project and the large fund balance compared to the minimal ongoing Program costs, as noted in objective 3 below.

**Objective #2: Report on the progress of the Recorder in truncating recorded documents pursuant to subdivisions (a) of GC § 27301:**

The Recorder's system creates an electronic copy of each official record recorded and truncates any social security number contained in that record. Staff also reviews each document and ensures social security numbers have been truncated. SSNs have been truncated from documents recorded since July 1, 2013 to June 30, 2017.

**Objective #3: Estimate any ongoing costs to the Recorder of complying with subdivisions (a) and (b) of GC § 27301**

The Recorder's ongoing primary costs for the Program consists of approximately \$8,200 annually for the Social Security truncation module of the Tyler Technologies software. Currently, the **\$465,409** balance in the SSN Fund is scheduled to cover system software maintenance costs and potential system upgrades in the future.

Expenditures may increase if the Recorder decides to convert the records prior to 1980, in accordance with GC § 27301 as amended on October 9, 2017. The Recorder could use funds from the SSN Fund to convert the records prior to 1980. No decision has been made by the Recorder regarding the conversion of records prior to 1980 and no estimates have been made regarding the additional costs to convert these records.

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## Prior Year Recommendations

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### 2013 SSN Truncation Program Report Recommendations:

#### Recommendation 1)

*In order to more strongly support that a system with a “high level of accuracy” was used, the Recorder should re-perform the quality control procedures over documents recorded from 1980 through 2008 and retain documentation describing the objectives, scope, procedures and results. Actions should be taken based on the results of the quality control procedures.*

The Recorder provided ACTTC with a copy of their test work. The department reviewed 1,043 records that were converted and processed through the truncation system for the period 1980 through 2009. Through their review, they identified seven instances where truncation did not occur. A majority of the instances where truncation did not take place was due to poor or degraded copies that could not be read by the system and register a SSN to be truncated.

The Recorder has added a manual review of documents scanned and archived into the system on documents that are most common to have a SSN that should be truncated. Given the high accuracy rate of the truncation system and the addition of the manual review control, ACTTC is reasonably assured the department is exercising its due diligence to ensure SSN's are truncated as required.

#### Recommendation 2)

*The Recorder should perform further analysis and determine whether to reduce or suspend collection of Program fees.*

As of July 1, 2016 the Recorder suspended the collection of the SSN Program fees as the main truncation program of converting the 1980 to 2009 records to an electronic format and implementing a new archiving, scanning, and truncation system were complete.



## Staff Acknowledgement

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### Staff Acknowledgement

We would like to thank Deva Proto, Chief Deputy Clerk-Recorder, Rebekah Heinze, Administrative Services Officer, and the Clerk-Recorder-Assessor's staff for their time, information, and cooperation throughout the review.

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**Appendix A**

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For purposes of reporting audit and/or review findings and recommendations, report items are classified into three distinct categories to identify the perceived risk exposure:

- **Risk Classification A: Critical Control Weakness:**  
Serious audit findings or a combination of Significant Control Weaknesses that represent critical exceptions to the audit objective(s), policies, and/or business goals of a department/agency or the County as a whole. Management is expected to address Critical Control Weaknesses brought to their attention immediately.
  
- **Risk Classification B: Significant Control Weakness:**  
Audit findings or a combination of Control Findings that represent a significant deficiency in the design or operation of internal controls. Significant Control Weaknesses generally will require prompt corrective actions.
  
- **Risk Classification C: Control Findings:**  
Audit findings concerning internal controls, compliance issues, or efficiency/effectiveness issues that require management's corrective action to implement or enhance processes and internal controls. Control Findings are expected to be addressed within our follow-up process.

The current status of implementation of recommendations will be followed up no later than the end of the second fiscal year after the report has been issued. Critical control weakness findings will be followed up between six months and one year of the date of the report.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 7**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Gorin, 565-2241

**Supervisorial District(s):**

First

**Title:** Disbursement of Fiscal Year 17/18 First District Community Investment Program (formerly Advertising Program) Funds

### **Recommended Actions:**

Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Council on Aging, \$1,000; Boys & Girls Club of Central Sonoma County, \$2,000; Sonoma Valley Chamber of Commerce, \$2,000; 6<sup>th</sup> Street Playhouse, \$2,000; Sonoma Valley Chorale, \$2,000.

### **Executive Summary:**

Category C3 – Community Non-Profit Grants for Local Events, Organizations, and Economic Development Grants of the Community Investment Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The First District has reviewed the applications and wishes to recommend the following FY 17/18 community investment grant awards:

- 1.) Council on Aging for advertising and promotion of the 2018 Wine Country Games which an event to encourage healthy activity and social engagement for anyone 50+ years of age; grant award of \$1,000.
- 2.) Boys & Girls Club of Central Sonoma County for advertising and promotion of the 2017/2018 Tomorrow's Leaders Today school year program, which provides valuable work-based learning experiences for Sonoma County Youth; grant award of \$2,000.
- 3.) Sonoma Valley Chamber of Commerce for advertising and promotion of the 4<sup>th</sup> Annual LOCALFEST community event to welcome, promote, and connect all new businesses that have opened in Sonoma Valley during the past 12 months; grant award of \$2,000.
- 4.) 6<sup>th</sup> Street Playhouse for advertising and promotion of their 2017-18 season; grant award of \$2,000.
- 5.) Sonoma Valley Chorale for advertising and promotion of their 2017-18 concert season; grant award of \$2,000.

<b>Discussion:</b>	
<p>The Sonoma County Community Investment Program (formerly Advertising Program) utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and economic development events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally, the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.</p> <p>The Community Investment Program Policy is divided into different categories. Category C3 is “Local Events, Organizations, and Economic Development Grants.” The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$250,000 divided equally across each district. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.</p> <p>Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Community Investment grant agreement contract by the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the County Administrator’s Office of advertising and promotional activity receipts up to the total amount of the grant award.</p>	
<b>Prior Board Actions:</b>	
<p>8/22/17: Approved funding for \$15,000 in Category E Funds from District 1  9/12/17: Approved funding for \$1,000 in Category E Funds from District 1  9/26/17: Approved funding for \$7,000 in Category E Funds from District 1  11/14/17: Approved funding for \$2,000 in Category E Funds from District 1</p>	
<b>Strategic Plan Alignment</b>	Goal 2: Economic and Environmental Stewardship
Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.	

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	9,000		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>9,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	9,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>9,000</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Funds are included in the FY 17/18 budget.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
None.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
FY 17/18 Advertising Program Grant Award Agreement			



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sheryl Bratton, 565-2241  
Chris Helgren, 565-1152

**Supervisorial District(s):**

All

**Title:** Extend Proclamation of Local Emergency Due to Sonoma Complex Fire

### **Recommended Actions:**

Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, for another 30 Days Due to Damage Arising from the Complex Fire and the Impending Onset of the Rainy Season.

### **Executive Summary:**

This item requests the Board of Supervisors adopt a resolution approving a 30-day extension of the October 9, 2017 Proclamation of a Local Emergency in the Sonoma County Operational Area due to the effects of the Complex Fire. The Complex Fire began on Sunday, October 9, 2017, causing extreme property damage and health and safety concerns. The County Administrator proclaimed the Existence of a Local Emergency on October 9, 2017, and the Board of Supervisors adopted Resolution No. 17-0389 ratifying that proclamation on October 10, 2017. The fires left a large debris field in their wake. The removal of debris from a wildfire disaster creates unique concerns due to the potential presence of hazardous materials and the large scale of the incident and will require significant resources to remove. The official start of the rainy season in Sonoma County is November 1, and storms have already dropped approximately six inches of rain on the fire burned areas. As long as the residential and commercial fire debris remains on the ground, it poses an imminent and extensive threat to public health and safety, the environment (including creating serious concerns for water quality and supply due to the presence of hazardous materials and the damage to sewer service laterals), public infrastructure, and undamaged property. As required by Government Code section 8630, the Board must review the proclamation of local emergency every 30 days and determine if there is a need for continuing the local emergency.

### **Discussion:**

The Complex Fire began on Sunday, October 9, 2017. In response, the Emergency Operations Center (EOC) was activated at approximately 12:00 a.m. on Monday, October 9, 2017, to assist with managing the impacts.

In the early morning hours on Monday, the County issued advisory evacuation notices to various impacted areas of Sonoma County. Shelter was made available at various locations throughout the County, and first responders were actively engaged in multiple areas throughout the County as the complex fires' advanced.

The County Administrator/Director of Emergency Services issued a Proclamation of Existence of Local Emergency in Sonoma County Operational Area in the early morning hours of Monday, October 9, 2017, as soon as reports of quickly-moving fires and health and safety concerns arrived. Later that day, the County Administrator supplemented that Proclamation and requested state and federal assistance. The Board of Supervisors ratified the County Administrator's Proclamation of the Existence of a Local Emergency on October 10, 2017. California Government Code section 8630 of Article 14, Local Emergency, of Chapter 7 of the Emergency Services Act requires that the County review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency.

The scope of disaster caused by the fast-moving fire and widespread scale of the destruction instigated the Governor of the State of California to proclaim a State of Emergency (declaring eligibility for State assistance) and brought about the President of the United States to issue a Declaration of a Major Disaster for the State of California, making the Complex Fires eligible for Federal assistance.

While the fires have been fully contained, the hazardous materials clean-up efforts by United States Environmental Protection Agency have been completed, the residential and commercial site specific debris clean up actions are just beginning. The Sonoma Complex Fires resulted in the most devastating wildfires in the history of the State of California. In Sonoma County alone, the fires caused the death of at least 24 people, charred 110,720 acres, destroyed 6,950 structures (including 5,091 housing structures), and displaced more than 100,000 Sonoma County residents.

The Sonoma Complex Fires left a large debris field in their wake. The removal of debris from wild fires creates unique removal concerns due to the potential presence of hazardous materials and the large scale of the incident and poses a threat to public health and safety. The rainy season in Sonoma County officially began on November 1, and storms have already dropped approximately six inches of rain on the fire burned areas. The National Oceanic and Atmospheric Administration is forecasting another wet winter for the North Bay region. As long as residential and commercial fire debris remains on the ground, it poses an imminent and extensive threat to: public health and safety, the environment (including local water quality and supply due to the presence of hazardous materials), public infrastructure, and undamaged property.

Staff recommend that the Board adopt the attached Resolution (i) finding that the severity and pervasiveness of the Sonoma Complex Fires disaster poses an ongoing and imminent threat to public safety and undamaged property that warrants the need to extend the local emergency as authorized by Government Code section 8630 and (ii) approving a 30-day extension of the Proclamation of local emergency.

**Prior Board Actions:**

December 29, 2017: Board adopted Resolution No. 17-0515 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires  
December 5, 2017: Board adopted Resolution No. 17-0457 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

November 7, 2017: Board adopted Resolution Modifying Resolution No. 17-0839 To Comply With Federal Assistance Requirements and Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires.  
 October 10, 2017: Board adopted Resolution No. 17-0389 ratifying the County Administrator’s proclamation of the existence of a local emergency with the Sonoma County Operation Area.

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

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			

**Funding Sources**

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

**Narrative Explanation of Fiscal Impacts:**

**Staffing Impacts**

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

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



<b>Attachments:</b>
Attachment A: Resolution Declaring Need for Continuing The Local Emergency
<b>Related Items "On File" with the Clerk of the Board:</b>



County of Sonoma  
State of California

Resolution No.

575 Administration Drive  
Santa Rosa, California

Date: 1/23/2018

**RESOLUTION OF BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA DECLARING THE NEED FOR CONTINUING THE LOCAL EMERGENCY PURSUANT TO GOVERNMENT CODE SECTION 8630 DUE TO THE SONOMA COMPLEX FIRES**

**WHEREAS**, California Government Code section 8630 and Section 10.5, Chapter 10 of the Sonoma County Code, empowers the County Administrator to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity is subject to ratification by the Board of Supervisors at the earliest practicable time; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property arose within the County caused by threat of the existence of multiple fires, referred to as the Sonoma Complex Fire, commencing on or about midnight on the 9<sup>th</sup> day of October, 2017, at which time the Board of Supervisors of the County of Sonoma was not in session; and

**WHEREAS**, the County Administrator of the County of Sonoma did proclaim the existence of a local emergency within the Sonoma County Operational Area on the 9th day of October, 2017 and then made another proclamation with a request that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster; and

**WHEREAS**, the scope of disaster caused by the fast-moving and widespread scope of the destruction of the fire, including loss of many homes and evacuation of thousands of people, has caused the Governor of the State of California to proclaim a State of Emergency and declare eligibility for Fire Management Assistance Grant and other relief programs; and

**WHEREAS**, the Federal Government made a Presidential Declaration of the existence of a major disaster for the State of California (FEMA-4344-DR), dated October 10, 2017, and related determinations and amendments; and

**WHEREAS**, on October 10, 2017, the Board of Supervisors of the County of Sonoma adopted Resolution No. 17-0389 ratifying the County Administrator's Proclamations of the existence of a local emergency relating to the Sonoma Complex Fires; and

**WHEREAS**, California Government Code section 8630 of Article 14, Local Emergency, of Chapter 7 of the Emergency Services Act requires that the County review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency; and

**WHEREAS**, the Sonoma Complex Fires resulted in the most devastating wildfires in the history of the State of California, causing the death of at least 24 people, charring 110,720 acres, destroying 6,950 structures (including 5,091 housing structures), and displacing thousands of Sonoma County residents; and

**WHEREAS**, clean-up efforts are ongoing and as of January 19, 2018, 3,973 sites remain to be cleared; and

**WHEREAS**, the Sonoma Complex Fires left a large debris field in their wake, creating unique removal concerns due to the potential presence of hazardous materials and the large scale of the incident; and

**WHEREAS**, the official start of the rainy season in Sonoma County is November 1, and the first storms have already dropped over six inches of rain on the fire burned areas; and

**WHEREAS**, as long as the fire debris remains on the ground, it poses an imminent and extensive threat to public health and safety, the environment (including creating serious concerns for water quality and supply due to the presence of hazardous materials and the damage to sewer service laterals), public infrastructure, and undamaged property; and

**WHEREAS**, due to the severity and pervasiveness of the Sonoma Complex Fires disaster, there is an ongoing and imminent threat to public safety and undamaged property that support the need to continue the local emergency; and

**WHEREAS**, when the initial proclamation of local emergency was issued, the Sonoma Complex Fire was only a local and state emergency; and

**NOW, THEREFORE, IT IS HEREBY DECLARED** that the Board of Supervisors hereby finds there is an ongoing and imminent threat to public safety and undamaged property

that warrant the need to extend the local emergency as authorized by Government Code section 8630; and

**IT IS FURTHER PROCLAIMED AND ORDERED** that the local emergency ratified by Resolution No. 17-0389, as previously amended and extended by Resolution No. 17-0431 on November 7, 2017, and subsequently extended for a further 30 days by Resolution No. 17-0457 on December 5, 2017, and for a further 30 days by Resolution No. 17-0515 on December 29, 2017, is hereby extended for another 30 days in accordance with Government Code section 8630 and shall continue in full force and effect as originally proclaimed by the County Administrator on October 9, 2017, and nothing contained herein shall be construed modify, invalidate, or otherwise affect any provision of said Proclamation of local emergency.

**PASSED AND ADOPTED** by the Board this 23rd day of January, 2018.

**SUPERVISORS:**

Gorin            Rabbitt            Zane            Hopkins            Gore

Ayes\_\_\_\_\_ Noes\_\_\_\_\_ Absent\_\_\_\_\_ Abstain\_\_\_\_\_

**SO ORDERED**

Resolution No. \_\_\_\_\_



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Economic Development Board

**Staff Name and Phone Number:**

Kristen Madsen, 565-6120

**Supervisorial District(s):**

All Districts

**Title:** Accept and Expend Blatt Family Foundation Grant

**Recommended Actions:**

Authorize Creative Sonoma to accept and expend a \$10,000 grant from the Blatt Family Foundation.

**Executive Summary:**

The Blatt Family Foundation has awarded Creative Sonoma a grant of \$10,000 for its fire recovery efforts. The grant will be targeted to our program bringing teaching artists, specifically trained in using the arts to ameliorate the effects of trauma with young people, into our schools.

**Discussion:**

Pursuant to Government code Section 26227, the Board of Supervisors may fund programs deemed by the Board to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, welfare, and education. Staff is recommending that the board find that the proposed grant awards from the Blatt Family Foundation are necessary to meet the social needs of the community in the areas of health and well-being, public safety, welfare and education.

**Prior Board Actions:**

Established Creative Sonoma in June 2014.

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

Creative Sonoma produces programs and services designed to strengthen and advance our existing creative community. After the fires of 2017, Creative Sonoma initiated a variety of programs in response including developing a relief fund for creatives who suffered significant loss and a list of regional and national resources that provide financial grants for creatives in emergency circumstances, and more. This February, we will be training a cadre of approximately 20 local teaching artists in using the arts to work with students who have experienced trauma. Those teaching artists will then be made available to schools across the county for in-school "residencies." We are partnering with Sonoma County Office of Education on this project. This grant will fund that endeavor.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	0	\$	0
Additional Appropriation Requested	\$10,000	0	
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$10,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
If accepted by the Board, these funds will be received and expended over the balance of the 2017-18 school year. There is no match requirement for these funds.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Blatt Foundation Award Notification Letter			



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services Department; Facilities Development and Management

**Staff Name and Phone Number:**

Mark DeBacker: 707-565-3915

**Supervisorial District(s):**

**Title:** Job Order Contracting – Management Contract Award

### **Recommended Actions:**

Authorize the Chair to execute a consultant agreement with Gordian Group, Inc. for the continued administration of the County's Job Order Contracting program.

### **Executive Summary:**

The current contract for software and support for the County's Job Order Contracting program will be expiring on February 18, 2018. We are seeking approval of the next contract with the Gordian Group for the next three years from the effective date of the Agreement, with two one-year extension options.

Costs associated with this agreement are associated with Capital Projects, and are approved by the Board as part of the approval for each project and appropriated as part of the Capital Projects budget.

### **Discussion:**

The purpose of this report is to request that the Board approve a consultant agreement for administration of annual Job Order Contract programs, which will allow General Services to continue to use the Job Order Contracting program previously approved by your Board.

A Job Order Contract is an annual, competitively bid, firm fixed unit price, non-specific scope contract used for the performance of repair and remodeling construction work, including renovation, alteration, painting, and repair. The work to be performed under the Job Order Contract is authorized through individual job orders that specify project scope with the cost established by the fixed unit prices adjusted by an adjustment factor. Job Order Contracting was developed as a means of having an "on-call" contractor on hand, using fixed unit prices to quickly perform capital work. This approach reduces the level of front end work relative to plan development, bidding, and resource contracting resulting in a reduction in the overall length of time required to develop and deliver capital work. Job Order Contracting has been utilized extensively across the United States and has been proven to deliver capital

projects in less time and at a lower cost than the traditional design/bid/build method, while maintaining the specified level of quality. Cities and counties using Job Order Contracting retain the option of using Job Order Contracting only on those projects that are best suited for such delivery and having a Job Order Contracting program does not preclude a public entity from bidding a specific project or using in-house resources for capital work as allowed by the State Public Contract Code.

Work executed under a Job Order Contract is based on a book of unit prices for thousands of construction activities, which include the material, labor and demolition costs for each activity. In preparing a proposal for a specific scope of work, the selected project contractor identifies the quantity of the construction activities needed, and utilizes the unit price indicated in the price book to determine the cost of the work. The contractor then multiplies that cost by an Adjustment Factor, which represents a modification to the unit prices to cover their profit and overhead, to reach the total cost for that scope of work.

The Job Order Contracting program is managed by the General Services, Facilities Development and Management Division and administered by an outside consultant. This consultant prepares a price book specific for the Sonoma County area, provides, maintains and provides training on software used to generate and track work orders, and assists with the annual bidding process, including updating the price book annually to reflect current construction pricing.

The Job Order Contracting consultant has typically been retained under a three year agreement with two one-year optional extensions. The current agreement with the Gordian Group will expire in February, 2018, requiring that a new agreement for these services be established.

### **Sole Source Contract**

The Gordian Group has been administering the County's Job Order Contracting program for the past nine years. In the course of awarding the current contract in October, 2012, Staff issued a Request for Proposal for administrative support services for the Job Order Contracting program, but only one proposal was received. This proposal was from the Gordian Group, Inc. An exhaustive canvassing of the marketplace and other jurisdictions confirmed that for the last several years, no other firm has been responding to Requests for Proposal for Job Order Contracting support services in the state of California. Based on their proposal, their extensive experience administering Job Order Contracting programs throughout the nation, and their excellent performance in administering the County's program over the past nine years, Staff found the Gordian Group to be very well qualified to provide the proposed services and recommends the County enter into an agreement with them to continue to provide those services.

### **Agreement**

The administration of the Job Order Contracting program by the Gordian Group requires no initial up-front fees. Gordian Group will only be compensated when individual Job Orders for construction are executed. Their compensation will be 1.95% of the value of the Job Order executed. The scope of services to be provided includes the continuation of those services identified above.

The new agreement will have a three-year term from the date of the execution of the agreement, with two one-year options, providing uninterrupted JOC program support through February 2021, with the potential to extend the agreement through February 2023.



**Local Impact of Job Order Contracting**

While the Gordian Group is not a local consultant, one of the benefits of the Job Order Contracting program is that it gives the prime contractor and the County more flexibility to promote the use of local subcontractors, businesses and labor when compared with the traditional project delivery methods governed by the Public Contract Code. Gordian’s regional Program Manager lives in the county.

The Job Order Contracts are awarded on the lowest responsive and responsible bid in the form of an adjustment factor, but the subcontractors or suppliers are not specified until the County issues the specific Job Order for the work to be performed. Therefore, the prime Job Order Contractor is in the position to solicit and select the subcontractors and suppliers that best facilitate the completion of the work within the unit cost restraints set upon award by the Job Order Contract. Similarly, the County is in a position to provide feedback to the Job Order Contractor regarding the quality of potential subcontractor’s previous work, and further encourage the use of qualified local resources. In the past (nine) years that Job Order Contracting has been utilized by the County, local construction spending (labor and materials) has increased from 15% in year one, to 86% in one year recently. These results are an indication of the success of staff efforts to work within the limitations imposed by State contracting laws while taking advantage of the flexibility afforded by the Job Order Contracting program.

**Prior Board Actions:**

12/05/2017: Annual Job Order contracts ending December 2018, were awarded to five contractors, following expiration of the 2016-17 contracts.

2016: The General Services Director and Purchasing Agent were delegated additional contract approval authority for individual Job Orders.

January 2012: Approved the previous Gordian Group contract for three years plus options for two one-year extensions.

07/13/10: Approved using Job Order Contracting on permanent basis. Job Order Contracts for up to five contractors per year with a capacity of \$8.5 million, have been issued annually since then.

2007 – 2010: Approved and established Job Order Contract Pilot Program, awarded various Job Order Contracts, and delegated authority for issuing individual Job Orders to the County Architect, General Services Director and County Administrator’s Office.

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
In approximately 2015, Gordian Group reduced their fee from 1.97% to 1.95%. Gordian's fees are based on a percentage cost of Job Orders awarded to the contractors.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
Hiring this outside support means that the County does not need to hire internal staff to provide this function.			
<b>Attachments:</b>			
Attachment 1: Agreement Attachment 2: Exhibit A – Scope of Services Attachment 3: Exhibit B – Compensation and Payment			
<b>Related Items "On File" with the Clerk of the Board:</b>			

**Standard Professional Services Agreement (“PSA”)**  
**Revision G – June 2016**

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_ (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The Gordian Group, Inc., a Georgia corporation, authorized to do business as (DBA) The Mellon Group in California (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified Job Order Contracting (JOC) Consultant, experienced in the development, implementation and support of Job Order Contracting programs and related services; and

WHEREAS, in the judgment of the Director, General Services Department, it is necessary and desirable to employ the services of Consultant for the continued maintenance and support of the County’s JOC program.

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

A G R E E M E N T

I. Scope of Services.

1.1 Consultant's Specified Services.

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

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s

work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

#### 2. Payment

For all services and incidental costs required hereunder, Consultant shall be paid a license fee in accordance with Exhibit B provided, however, that total payments to Consultant shall not exceed \$950,000.00, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the Job Orders issued by the County during the applicable time period; (ii) each Job Order's dollar value; (iii) the license fee assessed for each Job Order; and (iv) the beginning and ending dates of the billing period. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax

Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from February 19, 2018 to February 18, 2021, unless terminated earlier in accordance with the provisions of Article 4 below. The parties may, but mutual agreement, agree to extend the term of this Agreement by no more than two successive one-year terms. Any such extension shall be in writing, executed by both parties. The Director of the General Services Department shall have authority to execute such an extension on behalf of the County.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 15 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, excluding any Proprietary Information as defined in Section 9.10, and shall submit to County an invoice showing the services performed and owing in accordance with Section 2.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered which shall include the applicable license fees set forth in Exhibit B for all Job Orders issued by the County up to and including the effective date of termination; provided, however, that if

County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or General Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit [B/C/D], which is attached hereto and incorporated herein by this reference.

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure

such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to

County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 JOC System License. Consultant hereby grants to the County, and the County hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferrable right, privilege and license to Gordian's Job Order Contracting ("JOC") System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating the County's JOC program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the eGordian® applications, or equivalent, and support documentation, Construction Task Catalog®, construction cost data, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate



and the County shall return to Gordian all Proprietary Information in the County's possession.

The County acknowledges that the unauthorized disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The County further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the County. Notwithstanding the forgoing, the parties acknowledge that the County is subject to the requirements of the Public Records Act and any disclosure of information, including Proprietary Information, that County makes in accordance with the Public Records Act shall not be a breach of this Agreement. If any request is made for the disclosure of Proprietary Information, including by Public Records Act request, County shall give Gordian not less than 10 days' written notice of County's intent to disclose such information in order to give Gordian the opportunity, at Gordian's own expense, to seek protection of such information from a court of competent jurisdiction.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by the County, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when the County awards the JOC contract, and provided the County includes licensing language in the JOC contract similar in form to this JOC System License.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by the County in a form accessible by a standard database program, such as Microsoft® Access®.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of any agreement, purchase order or other similar purchasing document issued by the County, this JOC System License shall take precedence.

**9.11 Ownership and Disclosure of Work Product.** Excluding the Proprietary Information as set forth in the JOC System License in Section 9.10, all reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled, created, or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented, such consent not to be unreasonably withheld.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices shall be addressed as follows:

TO: COUNTY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: CONSULTANT: Gordian  
Attn: General Counsel  
30 Patewood Drive, Suite 350  
Greenville, SC 29615  
800-874-2291  
a.lesher@gordian.com

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

THE GORDIAN GROUP, INC.

By: Ammon T. Leisher

Name: Ammon T. Leisher

Title: VP, General Counsel

Date: 1/8/18

COUNTY: COUNTY OF SONOMA

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

By: \_\_\_\_\_  
Department Head

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

APPROVED AS TO FORM FOR COUNTY:

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

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

By: \_\_\_\_\_  
Chair  
Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of  
Supervisors

**EXHIBIT A**  
**SCOPE OF SERVICES**

Consultant will perform the following duties and responsibilities specified below:

1. **JOC System License** - Consultant shall provide the County with a license to use Consultant's proprietary JOC System as outlined in Section 9.10 of this Agreement, ("JOC System License").
2. **Unit Price Book** - Consultant shall prepare a customized unit price book, known as a Construction Task Catalog<sup>®</sup>, containing prices covering material, equipment and labor costs for various units of construction selected by the County, and adjusting these costs to current market conditions. Local prevailing wages and local material and equipment costs (obtained directly from local subcontractors and suppliers) shall be used to price the Construction Task Catalog. Consultant shall provide unit prices for demolition for each applicable construction task.
3. **Technical Specifications** - Consultant shall prepare and publish Technical Specifications describing the materials, performance and installation requirements for each of the construction tasks listed in the Construction Task Catalog. Where available, Consultant shall incorporate the County's standard specifications into the Technical Specifications for each Construction Task Catalog.
4. **Contractual Terms and Conditions and Bid Forms** - Consultant shall prepare, in conjunction with County staff, general terms and conditions and bid forms which incorporate JOC language and forms with all appropriate County contract language and forms.
5. **Information Management System** - Consultant shall provide the County with access to the eGordian<sup>®</sup> JOC information management application, or equivalent, ("IMS") for an unlimited number of County users. The IMS must be capable of providing full project tracking, developing cost proposals, preparing independent County estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking subcontractor participation, and generating standard reports for the County.
6. **Procurement Support** - Consultant shall provide the County with procurement support to market the County JOC Program to potential JOC contractors. Consultant shall organize and conduct pre-bid meetings with interested bidders and make presentations on behalf of the County.
7. **Training Program** - Consultant shall develop and conduct all training programs for the County and JOC contractor staff to ensure the JOC program functions properly. The training programs must include specialized training courses that will involve all parties utilizing and administering the JOC program. The training programs must include extensive training on the use of the JOC IMS. All training shall be "hands on" with

functional use and individual performance as the objective. Actual County projects that the County plans to perform, or has performed, through JOC will be included in the training programs.

8. **JOC Program Development** - Consultant shall provide development, implementation, and on-going support of the County JOC program, including development of the execution procedures that will be used to operate the County JOC program. Consultant shall participate in informational meetings with County representatives.
9. **On-Going Technical Support** - Consultant shall provide as-needed, ongoing technical support during normal business hours, including, but not limited to, assisting the County with JOC program execution, troubleshooting and system monitoring, updating contract documents, assisting with the procurement of additional JOC contractors, providing the County with access to applicable updates and revisions to the IMS, providing technical support for the JOC IMS, and providing training for new County staff and JOC contractors. Providing on-going technical support is considered a vital component to ensuring a successful County JOC program. On-site support shall be provided at Consultant's discretion.

## **OPTIONAL SERVICES**

### **Price Proposal Review**

On a project-by-project basis, Consultant will provide Price Proposal Review services to the County, if requested to do so by the County. The Price Proposal Review services shall include the following:

1. Consultant will review and become familiar with the Detailed Scope of Work to obtain a clear understanding of the work to be performed.
2. Consultant will review the Price Proposal and determine that the JOC contractor is proposing the reasonable means and methods to perform the work specified in the Detailed Scope of Work.
3. Consultant will verify that the correct tasks have been selected to perform the Detailed Scope of Work.
4. Consultant will verify the quantities included in the Price Proposal against the Detailed Scope of Work and/or any design documents provided by the County.
5. Consultant will verify that any task listed as a non-prepriced item includes the requisite price justifications, and verify that any task listed as a non-prepriced item is not available in the Construction Task Catalog.
6. Consultant will verify that the correct adjustment factor has been used to prepare the Price Proposal.

7. Consultant will direct the JOC contractor to make any necessary revisions to the Price Proposal.
8. Consultant will provide a final Price Proposal to the County for approval.

Price Proposal Review services do not include responsibilities for conducting or attending Join Scope Meetings, preparing a Detailed Scope of Work, verifying quantities at the project worksite, issuing RFPs, or compiling Job Order documents.



## **EXHIBIT B**

### **COMPENSATION AND PAYMENT**

#### **COMPENSATION**

In consideration of the services provided pursuant to Exhibit A, paragraphs 1-9, Gordian shall be paid according to the following schedule:

**County License Fee:** The County shall pay Gordian a License Fee equal to One and Ninety-Five Hundredths Percent (1.95%) of the value of the work ordered.

The County License Fee shall be payable when a Job Order is issued to the JOC contractor.

#### **Optional Services**

In consideration of the optional Price Proposal Review services set forth in Exhibit A, to be provided on a project-by-project basis and only upon request from the County, Gordian shall, in addition to the County License Fee set forth above, be paid a Price Proposal Review fee according to the following schedule:

**Price Proposal Review Fee:** The County shall pay Gordian a fee equal to One Percent (1.00%) of the value of the work ordered.

The Price Proposal Review Fee shall be payable when a Job Order is issued to the JOC contractor.

#### **PAYMENT**

Consultant shall submit invoices to the County monthly for any Job Orders issued by the County in the previous month. The County shall remit payment to Consultant within thirty (30) days of receipt of an invoice from Consultant that complies with the requirements set forth in this Agreement.



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Karen Fies, 565-6990  
Lis Barca, 565-5843

**Supervisorial District(s):**

County-wide

**Title:** Contract for Printing and Mailing CalWIN Client Correspondence

### **Recommended Actions:**

Authorize the Human Services Department Director to execute an agreement with BIT California LLC, dba Document Fulfillment Services, to print and mail all client correspondences to applicants and recipients of welfare benefits in Sonoma County. The contract's not-to-exceed amount is \$1,871,100 for the period of January 1, 2018 to June 30, 2022.

### **Executive Summary:**

The Human Services Department is requesting that the Board approve a four-and-a-half year agreement with Document Fulfillment Services for \$1,871,100 to print and mail all client correspondence generated by the CalWIN Client Data System to clients applying for or receiving CalFresh, Medi-Cal, CalWORKS, General Assistance, County Medical Services Program, and Foster Care benefits. The Human Services Department is required to use CalWIN, which is one of two statewide automated systems that supports the administration of welfare benefits for clients in California. Document Fulfillment Services has been Sonoma County's vendor for printing and mailing client correspondence since 2005. In 2017, Sacramento County conducted a competitive procurement process for printing and mailing services on behalf of Sonoma County and 15 other California counties participating in the CalWIN consortium. Sonoma County's agreement with Document Fulfillment Services leverages the common scope of work and pricing from the contract awarded by Sacramento County in September 2017.

### **Discussion:**

All California counties are mandated to be in one of the two Statewide Automated Welfare System consortiums. Sonoma County belongs to the Welfare Client Data Systems consortium of 18 Counties which utilizes the CalWIN automated system. The Human Services Department uses CalWIN, an integrated online, real-time automated system to support eligibility and benefits determination, client correspondence, management reports, interfaces and case management for public assistance programs which include CalWORKs, CalFresh, Medi-Cal, County Medical Services Program, General Assistance and

Foster Care.

The eligibility process and requirements for written, timely notice to clients make printing a critical component of the case management process. The existing CalWIN Information Technology Agreement does not include printing services. The 18 CalWIN consortium counties are required to provide their own printing solutions. Consortium members have developed a strategy that attempts to standardize the printing solution, maintains data integrity, avoids duplication of effort, meets regulatory requirements and is cost effective. This strategy has resulted in the development of a common scope of work for printing solutions to be used in the consortium counties.

Sacramento County took the lead on behalf of the CalWIN consortium to competitively solicit for CalWIN Correspondence Printing and Mailing Services. Sacramento County’s Request for Proposal and contract award contains a Public Agency Participation provision that permits the participation of other consortium counties in the procurement and contracting process. This enabled Sonoma County to leverage the economy of scale in pricing and resulted in a reduced price for correspondence services. Human Services Department staff participated in the review and scoring of the proposals and contract award. Document Fulfillment Services was awarded the contract based on their pricing schedule, quality standards and history of proven performance. The Sacramento Board of Supervisors approved the Request for Proposal award and contract on June 6, 2017 with an effective date for the contract of September 1, 2017.

Sonoma County’s contract with Document Fulfillment Services will provide all necessary materials, equipment and labor to process and mail correspondence to clients regarding their eligibility or benefits on a timely basis. Client correspondence includes notices or forms that provide or request client information about their cases. The contract has been included as Attachment A.

**Prior Board Actions:**

The Board approved a contract with Document Fulfillment Services on June 16, 2015. An Amendment to extend the contract to 12/31/17 and add funding was approved by the Board on June 13, 2017.

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

Allows the Human Services Department to meet regulatory requirements to communicate timely with clients regarding their benefits and services.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	416,150	415,800	415,800
Additional Appropriation Requested			
<b>Total Expenditures</b>	416,150	415,800	415,800
<b>General Fund/Other</b>			
General Fund/WA GF			
State/Federal	416,150	415,800	415,800
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	416,150	415,800	415,800
<b>Narrative Explanation of Fiscal Impacts:</b>			
Funding for the current fiscal year was included in the adopted Department FY 17/18 Budget. Funding for subsequent years will be requested in the Department's proposed budgets. This contract is paid by an allocation received from the State specifically for printing and mailing of client correspondence generated from the CalWIN Client Data system.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Contract with BIT California LLC dba Document Fulfillment Services			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None.			

BIT California LLC  
 Agreement to Provide  
**CALWIN CLIENT CORRESPONDENCE PRINTING**  
 Funding Amount: \$1,871,000  
 Term: 1/1/2018 to 6/30/2022  
 Agreement Number: ADM-DFS-CWPRINT-1722

**AGREEMENT FOR PROVISION OF SERVICES**

This agreement ("Agreement"), dated as of January 1, 2018 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and BIT California LLC, a California Corporation dba Document Fulfillment Services (hereinafter "Contractor").

**RECITALS**

WHEREAS, Contractor represents that it is duly qualified by reason of experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement and is experienced in client correspondence printing and mailing and related services; and

WHEREAS, in the judgment of the Board of Supervisors and the Human Services Department it is necessary and desirable to employ the services of Contractor for client correspondence printing and mailing services;

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

**AGREEMENT**

1. Scope of Services.

1.1. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> <b>Exhibit A:</b><br><b>Scope of Work</b>    | <input checked="" type="checkbox"/> <b>Exhibit B:</b><br><b>Fiscal Provisions/Costs</b> | <input checked="" type="checkbox"/> <b>Exhibit C:</b><br><b>Insurance Requirements</b> |
| <input type="checkbox"/> Exhibit D:<br>Assurance of Compliance                   | <input type="checkbox"/> Exhibit E:<br>Federal Requirements                             | <input type="checkbox"/> Exhibit F:<br>Professional Licensure /<br>Certification       |
| <input type="checkbox"/> Exhibit G:<br>Media Communications                      | <input type="checkbox"/> Exhibit H:<br>Accessibility                                    | <input type="checkbox"/> Exhibit I:<br>Data System Requirements                        |
| <input type="checkbox"/> Exhibit J:<br>Adverse Actions /<br>Complaint Procedures |   |  |

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

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Costs" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Million Eight

Hundred Seventy One Thousand Dollars (\$1,871,000), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

### 3. Term of Agreement.

The term of this Agreement shall be from January 1, 2018 to June 30, 2022 unless terminated earlier in accordance with the provisions of Article 4 below.

### 4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the County anticipated using to pay Contractor for services

provided under this Agreement or (2) County has exhausted all funds legally available for payments due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.18 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain,



insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

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

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this

Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6.1. Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of Contractor and its subcontractors associated with this Agreement.

9.6.2. In compliance with 29 CFR 95.53 and 45 CFR 74.53: Retention and Access Requirements for Records, Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized state, federal and/or county representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment,

and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites as appropriate, interviews of project staff and participants, and review of all records. Contractor shall cooperate with County in the monitoring, assessment, and evaluation process, which includes making any program or administrative staff (fiscal, etc.) available during any scheduled process.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the Department of Social Services Manual on Policy and Procedures, to assure that: All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by that state from the federal government will be CONFIDENTIAL, and will not be open to examination for any purpose not directly connected with the administration of such public social services.

9.12.1. Contractor shall protect from unauthorized disclosure names and other identifying Contract information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the client, any such information to anyone other than the County without prior written authorization from the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or photograph.

9.12.2. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient.

9.12.3. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this paragraph may be guilty of a misdemeanor.

9.12.4. Contractor understands and agrees that this provision shall survive any termination or expiration of this Agreement.

9.13. Electronic Confidentiality. In addition to any other provisions of this agreement, all parties to this agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor

shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. In accordance with Article 9.6 above, Contractor shall destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data.

9.13.5. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.18. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form

or format, assembled or prepared by Contractor or Contractor’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.19. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice and Making Payments.

All notices and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices and payments shall be addressed as follows:

TO COUNTY:	County of Sonoma, Human Services Department 3600 Westwind Boulevard Santa Rosa, CA 95403
TO CONTRACTOR:	Document Fulfillment Services 2930 Ramona Ave, #100 Sacramento, CA 95826

When a notice or payment is given by a generally recognized overnight courier service, the notice or payment shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

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

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of

Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

13.9. Counterparts and Electronic Copies. The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. In the event that any handwritten signature is delivered by facsimile transmission ("Fax") or by electronic mail ("email") delivery of a portable document format ("pdf") data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or pdf signature page were an original thereof. An electronic copy, including Fax copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

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



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

CONTRACTOR:

BIT California LLC D/B/A Document Fulfillment Services

By:

Name: Eric Bambury  
Title: President/CEO

Date:

COUNTY OF SONOMA:

By:

Name: Karen Fies  
Title: Director  
Human Services Department

Date:

APPROVED AS TO SUBSTANCE FOR COUNTY

By:

Name: Diane Kaljian  
Title: Assistant Director  
Human Services Department

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY:

By:

County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES APPROVED BY RISK MANAGEMENT

By:

## **Exhibit A: Scope of Work**

### **A. Background**

CalWIN is the primary business application utilized by the Sonoma County Human Services Department (hereinafter, "County") and seventeen (17) additional California counties.

Sacramento County is the lead county with a competitively bid and Board approved contract for the provision of CalWIN Client Correspondence Printing and Mailing Services. Sonoma County has opted to reference Sacramento County Contract DHA-DFS-01-18, Resolution No. 2017-0402 and RFP8352 to establish this contract directly with Contractor.

### **B. Program Description**

Contractor will provide CalWIN client correspondence printing and mailing services for the Sonoma County Human Services Department.

### **C. Description of Services**

There are various types of periodic client correspondence that will be printed and mailed out to clients. Contractor is to use the most economic and efficient process to print and mail correspondence.

A daily batch cycle process is normally run five nights a week, Monday - Friday, and a merged output file for each county is produced the following day. Current CalWIN vendor transmits the data electronically by 6:00 a.m. to the Contractor by secure Shell File Transfer Protocol (SFTP). An additional batch process may occasionally be run on a weekend to process special jobs. These special jobs are also sent by SFTP. In addition to the daily process jobs, a monthly job is run approximately the third week of the month to produce periodic reports and sent by secure SFTP.

### **D. Requirements**

1. File types received as source files for the duration of this contract include, but are not limited to, Printer Control Language 5 (PCL5) and PDF. If the file format is requested outside those mentioned prior, County will work with Contractor to determine mutually appropriate implementation timeline.
2. The files Contractor receives are typically pre-formatted. County understands that Contractor needs to modify each piece to insert objects on the document to automate the mailing process. For example, adding barcodes for tracking, or key line information for internal quality control.
3. Documents may be submitted to Contractor as either simplex (printing on one side) or duplex (printing on both sides). Duplex is defined as laser printing (imaging) done to both side of a sheet. Duplex printing implies two images per sheet passing through the printer, even if toner is only applied to one side of the sheet. Duplex and simplex printing cannot be mixed. Simplex is defined as laser printing (imaging) done on the front side of the sheet.
4. Contractor will utilize materials that are most efficient for mail automation and postage discounts based on job type. Contractor will create a daily summary file of printed correspondence. The file shall contain information as selected by the

County from the metadata in the batch print file. The file shall be in a mutually agreed upon file format and be sent to County via SFTP or placed on Contractors secure SFTP site for pickup by County.

5. Contractor or County may update transmission methods with updates in technology during the contract period. These changes must be communicated with Contractor or County as quickly as possible, preferably prior to, but no later than 10 business days after changes occur.
6. Contractor shall charge the correct postage amount and also apply the date of mailing to each mail piece based on the weight and agreed upon USPS automation rate category. USPS will periodically change postage amounts and automation rate categories; upon USPS implementation dates, Contractor shall apply the new postage amounts to each mail piece based on the weight and agreed upon USPS automation rate categories.

Contractor shall apply postage using a meter or permit and apply the date of mailing on the envelope. Contractor shall be reimbursed for meter or permit postage mail at the 3-digit AADC automation rate or similar rate. If USPS postage rate categories change in the future, Contractor and County will work together to determine the closest postage rate category to the current category. Postal permit numbers supplied by County are used for all return envelopes.

The most current automation postage rates as located at <https://pe.usps.com>. It is understood that as USPS postal rates change, the postage rates for this contract will also change and will be located at the referenced website.

7. Inserts to be included:
  - a. Offline Inserts shall be defined as correspondence previously printed and folded with the intention of being placed in an envelope as the completed product is being inserted. This will be charged as an insert by machine charge.
  - b. Offline Pre-Printed Inserts shall be defined where Contractor performs the printing of the insert prior, and separately inserts the document into the completed product. This will be charged at per image pricing for printing, plus the "insert by machine" fee as referenced in Exhibit B.
  - c. Inline Inserts shall be defined as correspondence that is printed Inline with, and as a part of, the CalWIN documents. This will be charged per image pricing for printing only.
  - d. Minimum Requirements for Inserts

Most correspondence will be printed on 8.5" X 11' plain white 20# paper stock. The text may be of varying length, printed on both sides of the paper, and possibly ten or more pages. Page size can be no smaller than 8.5" X 11" and no larger than 8.5" X 14". A standard piece (two pages, mailing and return envelopes), without additional inserts, should weigh only slightly more than ½-ounce. Documents of varying sizes may need to be inserted into the same envelope. Paper should be close to 20# stock, OCR readable with recycled content. "Printed on recycled paper" shall be printed on all recycled-content paper and envelopes. Mailing envelopes

should include pre-printed return address, postal indicia and glassine address windows. County specified TDD/TTY phone number shall be visible on the front side of the outgoing envelope whether it is printed on the envelope itself or shows through the glassine address window.

There are also once monthly print jobs that create renewal packets for several social services programs. These packets may contain between 50 and 100 images each. These are usually mailed in a 9" X 12" envelope with a 6.5" X 9.5" return envelope.

8. The price per image for printing and mailing for each year must include the cost of materials (paper, envelopes, etc.) and cost of processing (pickup/courier service, receiving and batching data, printing, folding, inserting, presorting, delivery to the USPS, etc.). The price per image will equal to processing and printing one-side of a printed page, and one (1) each outgoing and remit envelope per completed mail piece. The price per image will be subjected to sales tax at the rate where it is produced.
9. Service Levels - Jobs are to be broken into three (3) Service Level Categories
  - a. Daily - Files of this type must be received for mailing services by Contractor no later than 6AM Pacific Time for same day mailing.
  - b. Monthly or Periodic - The County may, from time to time, submit print files for processing but expect Contractor to refrain from mailing until a date in the future.
  - c. Special - These jobs are for any type of mailing not defined above. The requests for this type of job will be made in writing from the County to Contractor. Contractor will attach the request as source documentation when invoicing.
  - d. County understands that mailing does not occur when the USPS is closed, nor is mailing performed on any Federal holidays.
10. Quality control measures  
Quality Control must be inherent in the process. Duplicated, missing and misprinted documents and inserts and other errors must be identified and remedied before mailing. Mail must be in the hands of the USPS that night for next day mailing. Any errors or variation must be reported to the County immediately. A report including the date and time items were mailed, the unique batch identifier, the number of documents printed, items mailed, inserts included, and postage used will be sent to each county daily at the completion of the process.
11. Automated Processes and Tracking  
Errors not remedied by Contractor's quality control, involving 100 or more pieces from a single mailing, will incur a penalty credit in favor of the County in the amount of \$.05 per letter plus reimbursement of any printing and postage paid by the County for the subject pieces. This will include client correspondence mailed after the target mailing date.

Contractor must be USPS CASS certified to ensure address cleansing and correction capability, and comply with the Intelligent Mail Barcode requirements.

Letters shall be bar-coded and sorted for the best carrier route and delivery point available to maximize postage rate discounts.

12. P.O. Box 1539

Contractor will process all batch file processes related to P. O. Box 1539 electronically so that no physical printing and mailing products, and associated costs, are created. Contractor will charge a per PDF page cost to create PDF copies of P.O. Box 1539-related client correspondence and collateral documents with corresponding indexing data by day and by addressee.

13. Miscellaneous

There will be circumstances in which special print, mailing, and document processing jobs will be needed by County that are not defined in this scope of services. These requests will be made in writing by the County to the Contractor. The Contractor will include these written requests when invoicing for the services, based on agreed upon costs.

14. Meeting Industry Standards

Contractor shall meet related industry standards when providing services outlined in this scope of services in the following areas, but not limited to, receiving data and processing for USPS, mail piece specifications, letter size and weight of standard letter with envelopes, and reading and processing of the current CalWIN vendor original source files.

E. Record-Keeping

1. Contractor's records relating to this agreement will be made available upon request for inspection by the County.
2. Contractor shall maintain five years of back up material for all expenses submitted for reimbursement on the electronic claim form.
3. Contractor shall retain source files and output data for 90 days from file submission from the current CalWIN vendor.

F. Evaluation

County may at any time, evaluate this program. Adequate notice shall be given to Contractor of such action, and Contractor shall be given opportunities to participate and respond in the evaluation process.

**Exhibit B: Fiscal Provisions/Costs**

**A. Fiscal Responsibilities**

1. In consideration of the obligations to be performed by Contractor herein, Contractor shall be reimbursed for its actual costs. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the funding amount as set forth in Article 2 of this Agreement.
2. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.
3. County and its agents or designees shall, during regular business hours, have the right to copy, review or audit all Contractor's accounting records which relate to monies received under this Agreement.

**B. Invoicing**

1. Contractor shall receive payment during the normal course of business following acceptance by County of Contractor's invoice. Contractor shall submit invoices in arrears on a monthly basis.
2. Contractor will provide Mailing Report as back-up information to support the invoice.
3. Additional documentation supporting all expenses to County are required to be presented in a mutually agreed upon file format and shall include, but is not limited to, reconciled county of the following by work order, by day, and by month:
  - a. Printed images
  - b. Mail pieces mailed
  - c. Electronically processed documents (e.g., P. O. Box 1539)
  - d. Added materials
    - i. Medi-Cal recertification (RRR) packets
    - ii. CalWORKS recertification (RRR) packets
    - iii. CalFresh recertification (RRR) packets
  - e. Voter registration forms
  - f. Other collateral material such as Notice of Language inserts, color flyers, etc.

**C. Printing & Processing Price Schedule**

**1. Printing Costs**

Description	Cost Per Image
Price per B&W printing PDF	\$0.03195
Collateral Material Printing	\$0.0315

Additional inserts by machine *	\$0.007
Additional inserts by hand	\$0.002
Folding Supplied Insert	\$0.01

2. Charge for postage shall be at the USPS Commercial First-Class Mail 3-Digit Rate, at the rates currently used by the United States Postal Service
3. Contractor will print and mail at Contractor's expense any mail piece that was returned due to print quality or inserting issues.

## Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

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

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

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
  - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
  - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
  - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
  - d. **The County of Sonoma, its Officers, Agents and Employees** shall be endorsed as



additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

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

3. **Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

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

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

5. **Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. **Documentation**

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

**The County of Sonoma, its Officers, Agents and Employees  
3600 Westwind Boulevard  
Santa Rosa, CA 95403**

or pdf to: [contracts@schsd.org](mailto:contracts@schsd.org)

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. **Policy Obligations**

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

8. **Material Breach**

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



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 12**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit Sonoma

**Staff Name and Phone Number:**

Dean Parsons 565-1948

**Supervisory District(s):**

County-wide

**Title:** Planning Consultant Contract Amendment – e360 LLC

### **Recommended Actions:**

Authorize the Director of Permit Sonoma to execute an amendment to an agreement with planning consultant, e360 LLC, extending the term from September 30, 2018 to December 31, 2019, and increasing the contract amount by \$400,000 resulting in a new not-to-exceed amount of \$575,000 (costs to be reimbursed by project applicants).

### **Executive Summary:**

The Project Review Division processes planning applications submitted to Permit Sonoma. The Department is currently in contract with e360 LLC consulting firm ending in September 30, 2018 but the current \$175,000 contract amount has almost been exhausted due to assigned workload. Added to the regular planning application workload, we've received over 100 Cannabis applications since July 5, 2017, and we estimate 100 additional Cannabis applications prior to the June 1, 2018 deadline for existing operators. To accommodate this workload, we rely on two planning consulting firms to assist us in processing applications, including the subject e360 LLC firm and Land Logistics Planning and Development Services This amended contract is for a temporary two-year period.

At the December 19, 2017 Board of Supervisors meeting, the Board didn't take action on approving the consultant contracts and required application processing timelines to be incorporated into the contract. Required processing timelines are now incorporated into Exhibit A of the contract and are further discussed below.

### **Discussion:**

Coupled with an increase in applications, another trend affecting workload is the increased complexity and level of controversy for planning applications. For example, an application for a winery with events typically requires significant analysis of neighborhood compatibility, traffic, groundwater and noise impacts. Such projects also require preparation of detailed environmental review documents such as a Mitigated Negative Declaration or an Environmental Impact Report.

Additionally, Permit Sonoma has received over 100 Cannabis applications since we started accepting them July 5, 2017. We have also received 435 Cannabis penalty relief forms from applicants requesting a time extension to submit a complete Cannabis application by June 1, 2018. It is estimated that we will receive approximately 100 more Cannabis applications by the June 1, 2018 deadline.

Historically, work of this nature is completed by the most experienced in-house planners, but due to a significant increase in the number of planning applications coupled with the loss of experienced planning staff over the last two years, additional consultant assistance is necessary to process planning applications in a timely manner. We have replaced vacant planner positions but new staff requires considerable training to process more complex projects. The Department does not currently have the capacity to manage this increase in complex projects in a timely manner without contractor assistance.

Permit Sonoma also has an existing contract with Land Logistics Planning & Development Services and they continue to provide assistance in processing planning applications. A separate contract amendment for Land Logistics is also proposed to increase their contract amount by \$400,000 with an additional two-year term.

As explained above, our current 2-year contract with e360 LLC is in the amount of \$175,000 and that amount is nearly exhausted. For that reason, staff recommends an amended contract for an additional \$400,000 with a time extension for just over two additional years (extend the end date of the contract term from September 30, 2018 to December 31, 2019). As explained below, Permit Sonoma contracts for planning services but associated costs are reimbursed by project applicants at no cost to the County.

#### **Application Processing Timelines:**

Staff has developed processing timelines for consultants processing planning applications. Application processing timelines are measured from the date an applicant submits all information to make the application complete for processing to the first County action on the application as further described below.

Within 30 days of application submittal, staff determines if the application materials are complete for processing the application. If the application is incomplete, staff sends a letter describing what additional information is required.

Once the application is determined complete for processing, consultant processing time is measured from complete application date to the first County action. For example, for applications processed administratively, the processing time measurement ends when an approval letter is issued or when a notice of hearing waiver letter is issued. For applications requiring a public hearing, the processing time is measured from complete application to first public hearing/decision making body action. Decision making bodies include: Board of Supervisors, Planning Commission, Board of Zoning Adjustments, Project Review and Advisory Committee, Design Review Committee, and Landmarks Commission.

Processing Timeline based on CEQA requirements/Project Types

CE	IS	EIR	Project Type
60	NA	NA	Administrative Design Review – residential, minor Lot Line Adjustment (no Williamson Act Contract), Zoning Permit Level II – farmworker housing no notice
90	180	365	Design Review Level I Commercial/Industrial, Zoning Permit Level IV (including indoor Cultivation - Cottage, Mixed Light Cultivation – Cottage)
120	180	365	Minor Subdivision; Minor Use Permit Level I – Cannabis
180	180	365	Coastal Permit w/ hearing, Design Review w/ hearing, Use Permit Level II
240	240	365	General Plan Amendments/Zone Change, Use Permit Level II, Major Subdivision
300	300	365	General Plan Amendments/Zone Change Level II

Recognizing that there are several factors that may impact timelines (e.g. applicant responsiveness, level of community involvement, PRMD staff availability), project delays that are outside the Consultant’s influence are not be included in the processing time estimates.

Planning management monitors consultant timelines and consults with them on a weekly basis on the status of applications. If the consultant does not meet processing timelines, planning management will first work with the contractor to correct any delays in application processing. If the contractor fails to meet the deadlines after the first reminder, the contract can be terminated per standard contract termination language that states that if the consultant fails to perform within the time and manner provided, the Director may immediately terminate with written notice.

Staff will monitor permit processing time with this vendor, compare it to Permit Sonoma staff and report back to the Board with results in six months.

**Prior Board Actions:**

December 13, 2016: The Board of Supervisors approved the existing contract (#16/17-013)  
 December 19, 2017: The Board of Supervisors continued approval of the two amended planning consultant contracts pending development of application processing timelines.

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

Timely and thorough processing of planning applications ensures that the entitlement process meets mandated timelines while providing high quality projects that comply with State environmental requirements. A thorough review of planning applications ensures that all potential project impacts have been identified and that the suitability of development projects can be accurately assessed with the safety and well-being of the community in mind.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$100,000	\$200,000	\$100,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$100,000</b>	<b>\$200,000</b>	<b>\$100,000</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$100,000	\$200,000	\$100,000
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$100,000</b>	<b>\$200,000</b>	<b>\$100,000</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>The estimated need for these services will not exceed \$400,000 over the approximate two-year term of the contract. While Permit Sonoma contracts for these services, they are reimbursed by project applicants at no cost to the County.</p> <p>Anticipated expenditure for FY17-18 is \$100,000; anticipated expenditure for FY18-19 is \$200,000; and anticipated expenditure for FY19-20 is \$100,000. Since Permit Sonoma began accepting Cannabis applications July 5, 2017, e360 work is currently 27% Cannabis and 73% is non-Cannabis. However, these percentages represent less than half the fiscal year. For FY18-19, e360 is likely to process approximately 50% Cannabis/50% non-Cannabis work.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Attachment A: Amendment # One to Agreement for Consulting Services with Exhibit A, Scope of Work			

<b>Related Items "On File" with the Clerk of the Board:</b>

**AMENDMENT # One TO  
AGREEMENT FOR CONSULTING SERVICES**

The following is an amendment dated January 23, 2018 to an Agreement for Consulting Services between the COUNTY OF SONOMA, hereinafter "County" and e360 LLC, hereinafter "Consultant".

WHEREAS, County and Consultant entered into an Agreement for Consulting Services on October 1, 2016, wherein Consultant is to provide planning support services; and

WHEREAS, County has determined that it is necessary and desirable to extend the Term of Agreement as well as increase the funding of the agreement to continue providing necessary planning support services;

NOW THEREFORE, the parties hereto agree to amend the Agreement for Consulting Services dated October 1, 2016 as follows:

1. Article 2, Payment, Paragraph 1, shall be amended to read as follows:
  2. Payment for Consultant's Services. For all services and incidental costs required hereunder, Consultant shall be paid on an hourly rate basis in accordance with the rate schedule set forth in Exhibit B, provided however, that total payments to Consultant shall not exceed \$575,000, without the prior written approval of County. Travel expenses and other expenses not listed in Exhibit B are not reimbursable under the Agreement. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s). Expenses not expressly authorized by the agreement shall not be reimbursed.
2. Article 3, Term of Agreement, shall be amended to read as follows:
  3. Term of Agreement The term of this Agreement shall be from October 1, 2016 to December 31, 2019 unless terminated earlier in accordance with the provisions of Article 4 below.
3. Exhibit A is rescinded and replaced with the new Exhibit A, attached.

BE IT FURTHER AGREED that all other terms and conditions contained in the original agreement dated October 1, 2016 shall remain in full force and effect as though fully set forth therein.



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

CONSULTANT: \_\_\_\_\_

e360 LLC

By: SD Messner

Name: Steven Messner

Title: Principal

Date: 1/5/18

COUNTY: COUNTY OF SONOMA

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

By: \_\_\_\_\_  
Director, Permit and Resource Management Department

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

APPROVED AS TO FORM FOR COUNTY:

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

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

## **EXHIBIT A**

### **SCOPE OF WORK**

At the request of Sonoma County Permit & Resource Management Department (PRMD) the Project Review Division will assign current planning project applications to the Consultant for processing. The Consultant will review the application and process it in accordance with PRMD Planning best practices, including:

- Receive planning application and critical information from Planning Management;
- Review and approve the project referral to be sent out to other PRMD divisions, County Departments, outside agencies, and community groups within one week of assignment;
- Prepare an At Cost processing estimate for the applicant consistent with the PRMD At Cost Policy;
- Determine project completeness for processing, and prepare and mail incomplete letter as required and as time permits;
- Coordinate with PRMD staff to perform all necessary application processing functions throughout the project review process. PRMD staff will manage administrative tasks (e.g. project distribution, hearing scheduling and packets, maintaining County records), consultant will be responsible for all other functions which include but are not limited to: communication with the PRMD staff, applicant, referral agencies, and community groups;
- Conduct project site reviews;
- Coordinate with other County/agency staff who provide project conditions of approval;
- Provide proactive solution-oriented advice and solutions to allow timely processing of applications;
- Analyze project consistency with the General Plan, Area Plan, Zoning Code, and compliance with all applicable regulations and PRMD policies;
- Prepare CEQA documents, public hearing notices, staff reports, resolutions, ordinances, Conditions of Approval and any other necessary documents in the standard County format;
- Attend public hearings; and
- Assist in project Condition Compliance.

#### **Application Processing Timelines:**

Application processing timelines are measured from date of complete application to first County action as further described below. Within 30 days of application submittal, staff determines if the application is complete for processing. If the application is incomplete, staff sends a letter describing what additional information is required.

Once the application is determined complete for processing, consultant processing time is measured from complete application date to first County action. For example, for applications processed administratively, the processing time measurement ends when an approval letter is issued or when a hearing waiver letter is issued. For items requiring a public hearing, the processing time is measured from complete application to first public hearing/decision making body action. Decision making bodies include: Board of Supervisors, Planning Commission, Board of Zoning Adjustments, Project Review and Advisory Committee, Design Review Committee, and Landmarks Commission.

**Planning Application Processing times are listed below by application type.** *Note: As described above, processing timelines are measured by number of days from complete application to first action*

Processing Timeline for Different CEQA/Project Types			
CE	IS	EIR	Project Type
60	NA	NA	Administrative Design Review – residential, minor Lot Line Adjustment (no Williamson Act Contract), Zoning Permit Level II – farmworker housing no notice
90	180	365	Design Review Level I Commercial/Industrial, Zoning Permit Level IV (including indoor Cultivation - Cottage, Mixed Light Cultivation – Cottage)
120	180	365	Minor Subdivision; Minor Use Permit Level I – Cannabis
180	180	365	Coastal Permit w/ hearing, Design Review w/ hearing, Use Permit Level II
240	240	365	General Plan Amendments/Zone Change, Use Permit Level II, Major Subdivision
300	300	365	General Plan Amendments/Zone Change Level II

Recognizing that several factors may impact timelines (e.g. applicant responsiveness, level of community involvement, PRMD staff availability), project delays that are outside the Consultant’s influence are not be included in the processing time estimates.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 13**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit Sonoma

**Staff Name and Phone Number:**

Dean Parsons 565-1948

**Supervisorial District(s):**

County-wide

**Title:** Planning Consultant Contract Amendment – Land Logistics, Inc.

### **Recommended Actions:**

Authorize the Director of Permit Sonoma to execute an amendment to an agreement with planning consultant, Land Logistics, Inc., extending the term from June 22, 2018 to December 31, 2019, and increasing the contract amount by \$400,000 resulting in a new not-to-exceed amount of \$760,000 (costs to be reimbursed by project applicants).

### **Executive Summary:**

The Project Review Division processes planning applications submitted to Permit Sonoma. The Department is currently in contract with Land Logistics Inc., a planning consulting firm. The initial \$175,000 contract was approved by the Board of Supervisors on June 23, 2015, and it was subsequently amended February 7, 2017 by increasing the contract amount by \$185,000, resulting in a not to exceed amount of \$360,000. The contract currently ends June 22, 2018 but the amended \$185,000 contract amount has almost been exhausted due to workload which includes processing applications for Cannabis, Use Permits, Subdivisions, Design Review, and mining. Much of the recent increase in applications is associated with the 100 Cannabis applications received since July 5, 2017, and we estimate 100 additional Cannabis applications in the remaining fiscal year. Permit Sonoma is also in contract with e360 Inc. who also assists in processing planning applications. The services of both contractors is necessary to process planning applications in a timely manner. This amended contract is for a temporary two-year period.

At the December 19, 2017 Board of Supervisors meeting, the Board didn't take action on approving the consultant contracts and required application processing timelines to be incorporated into the contract. Required processing timelines are now incorporated into Exhibit A of the contract and are further discussed below.

**Discussion:**

Coupled with an increase in applications, another trend affecting workload is the increased complexity and level of controversy for planning applications. For example, an application for a winery with events typically requires significant analysis of neighborhood compatibility, traffic, groundwater and noise impacts. Such projects also require preparation of detailed environmental review documents such as a Mitigated Negative Declaration or an Environmental Impact Report.

Additionally, Permit Sonoma has received over 100 Cannabis applications since we started accepting them July 5, 2017. We have also received 435 Cannabis penalty relief forms from applicants requesting a time extension to submit a complete Cannabis application by June 1, 2018. It is estimated that we will receive approximately 100 more Cannabis applications by the June 1, 2018 deadline.

Historically, work of this nature is completed by the most experienced in-house planners, but due to a significant increase in the number of planning applications coupled with the loss of experienced planning staff over the last two years, additional consultant assistance is necessary to process planning applications in a timely manner. We have replaced vacant planner positions but new staff requires considerable training to process more complex projects. The Department does not currently have the capacity to manage this increase in complex projects in a timely manner without contractor assistance.

Permit Sonoma also has an existing contract with e360 LLC and they continue to provide assistance in processing planning applications. A separate contract amendment for e360 LLC is also proposed to increase their contract amount by \$400,000 with an additional two-year term.

As explained above, our current contract with Land Logistics Inc. in the amount of \$185,000 is nearly exhausted. For that reason, staff recommends an amended contract for an additional \$400,000 and a time extension for two additional years (extend the end date of the contract term from June 22, 2018 to December 31, 2019). As explained below, Permit Sonoma contracts for planning services but associated costs are reimbursed by project applicants at no cost to the County.

**Application Processing Timelines:**

Staff has developed processing timelines for consultants processing planning applications. Application processing timelines are measured from the date an applicant submits all information to make the application complete for processing to the first County action on the application as further described below.

Within 30 days of application submittal, staff determines if the application materials are complete for processing the application. If the application is incomplete, staff sends a letter describing what additional information is required.

Once the application is determined complete for processing, consultant processing time is measured from complete application date to the first County action. For example, for applications processed administratively, the processing time measurement ends when an approval letter is issued or when a notice of hearing waiver letter is issued. For applications requiring a public hearing, the processing time is measured from complete application to first public hearing/decision making body action. Decision

making bodies include: Board of Supervisors, Planning Commission, Board of Zoning Adjustments, Project Review and Advisory Committee, Design Review Committee, and Landmarks Commission.

Processing Timeline based on CEQA requirements/Project Types			
CE	IS	EIR	Project Type
60	NA	NA	Administrative Design Review – residential, minor Lot Line Adjustment (no Williamson Act Contract), Zoning Permit Level II – farmworker housing no notice
90	180	365	Design Review Level I Commercial/Industrial, Zoning Permit Level IV (including indoor Cultivation - Cottage, Mixed Light Cultivation – Cottage)
120	180	365	Minor Subdivision; Minor Use Permit Level I – Cannabis
180	180	365	Coastal Permit w/ hearing, Design Review w/ hearing, Use Permit Level II
240	240	365	General Plan Amendments/Zone Change, Use Permit Level II, Major Subdivision
300	300	365	General Plan Amendments/Zone Change Level II

Recognizing that there are several factors that may impact timelines (e.g. applicant responsiveness, level of community involvement, PRMD staff availability), project delays that are outside the Consultant’s influence are not be included in the processing time estimates.

Planning management monitors consultant timelines and consults with them on a weekly basis on the status of applications. If the consultant does not meet processing timelines, planning management will first work with the contractor to correct any delays in application processing. If the contractor fails to meet the deadlines after the first reminder, the contract can be terminated per standard contract termination language that states that if the consultant fails to perform within the time and manner provided, the Director may immediately terminate with written notice.

Staff will monitor permit processing time with this vendor, compare it to Permit Sonoma staff and report back to the Board with results in six months.

**Prior Board Actions:**

December 13, 2016: The Board of Supervisors approved the existing contract  
 December 19, 2017: The Board of Supervisors continued approval of the two amended planning consultant contracts pending development of application processing timelines.

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

Timely and thorough processing of planning applications ensures that the entitlement process meets mandated timelines while providing high quality projects that comply with State environmental requirements. A thorough review of planning applications ensures that all potential project impacts have been identified and that the suitability of development projects can be accurately assessed with the safety and well-being of the community in mind.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$100,000	\$200,000	\$100,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$100,000</b>	<b>\$200,000</b>	<b>\$100,000</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$100,000	\$200,000	\$100,000
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$100,000</b>	<b>\$200,000</b>	<b>\$100,000</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>The estimated need for these services will not exceed \$400,000 over the approximate two-year term of the contract. While Permit Sonoma contracts for these services, they are reimbursed by project applicants at no cost to the County.</p> <p>Anticipated expenditure for FY17-18 is \$100,000; anticipated expenditure for FY18-19 is \$200,000; and anticipated expenditure for FY19-20 is \$100,000. Since Permit Sonoma began accepting Cannabis applications July 5, 2017, Land Logistics work is 13% Cannabis and 87% non-cannabis. However, these percentages represent less than half the fiscal year. For FY18-19, Land Logistics is likely to process approximately 50% cannabis/50% non-cannabis planning applications.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Attachment A: Amendment #Two to Agreement for Consulting Services with Exhibit A, Scope of Work			

<b>Related Items "On File" with the Clerk of the Board:</b>



**AMENDMENT #TWO TO  
AGREEMENT FOR CONSULTING SERVICES**

The following is an amendment dated January 23, 2018 to an Agreement for Consulting Services between the COUNTY OF SONOMA, hereinafter "County" and Land Logistics, Inc., a California Corporation, hereinafter "Consultant".

WHEREAS, County and Consultant entered into an Agreement for Consulting Services on June 23, 2015, wherein Consultant is to provide planning support services; and

WHEREAS, County and Consultant amended the Agreement on February 7, 2017; and

WHEREAS, County has determined that it is necessary and desirable to extend the Term of Agreement as well as increase the funding of the agreement to continue providing necessary planning support services;

NOW THEREFORE, the parties hereto agree to amend the Agreement for Consulting Services dated June 23, 2015 as follows:

1. Article 2, Payment, Paragraph 1, shall be amended to read as follows:

2. Payment for Consultant's Services. For all services and incidental costs required hereunder, Consultant shall be paid on an hourly rate basis in accordance with the rate schedule set forth in Exhibit B, provided however, that total payments to Consultant shall not exceed \$760,000, without the prior written approval of County. Travel expenses and other expenses not listed in Exhibit B are not reimbursable under the Agreement. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s). Expenses not expressly authorized by the agreement shall not be reimbursed.

2. Article 3.1 Term of Agreement, shall be amended to read as follows:

3.1 Initial Term. The initial term of this Agreement shall be from June 23, 2015 to December 31, 2019, unless extended pursuant to Section 3.2 or terminated earlier in accordance with the provisions of Article 4 below.

3. Exhibit A is rescinded and replaced with the new Exhibit A, attached.

BE IT FURTHER AGREED that all other terms and conditions contained in the original agreement dated October 1, 2016 shall remain in full force and effect as though fully set forth therein.

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

CONSULTANT: \_\_\_\_\_

Land Logistics Inc.

By: B. Millan

Name: Brian Millan

Title: President

Date: Jan 9, 2018

COUNTY: COUNTY OF SONOMA

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

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

Director, Permit and Resource Management Department

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

APPROVED AS TO FORM FOR COUNTY:

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

County Counsel

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

## **EXHIBIT A**

### **SCOPE OF WORK**

At the request of Sonoma County Permit & Resource Management Department (PRMD) the Project Review Division will assign current planning project applications to the Consultant for processing. The Consultant will review the application and process it in accordance with PRMD Planning best practices, including:

- Receive planning application and critical information from Planning Management;
- Review and approve the project referral to be sent out to other PRMD divisions, County Departments, outside agencies, and community groups within one week of assignment;
- Prepare an At Cost processing estimate for the applicant consistent with the PRMD At Cost Policy;
- Determine project completeness for processing, and prepare and mail incomplete letter as required and as time permits;
- Coordinate with PRMD staff to perform all necessary application processing functions throughout the project review process. PRMD staff will manage administrative tasks (e.g. project distribution, hearing scheduling and packets, maintaining County records), consultant will be responsible for all other functions which include but are not limited to: communication with the PRMD staff, applicant, referral agencies, and community groups;
- Conduct project site reviews;
- Coordinate with other County/agency staff who provide project conditions of approval;
- Provide proactive solution-oriented advice and solutions to allow timely processing of applications;
- Analyze project consistency with the General Plan, Area Plan, Zoning Code, and compliance with all applicable regulations and PRMD policies;
- Prepare CEQA documents, public hearing notices, staff reports, resolutions, ordinances, Conditions of Approval and any other necessary documents in the standard County format;
- Attend public hearings; and
- Assist in project Condition Compliance.

#### **Application Processing Timelines:**

Application processing timelines are measured from date of complete application to first County action as further described below. Within 30 days of application submittal, staff determines if the application is complete for processing. If the application is incomplete, staff sends a letter describing what additional information is required.

Once the application is determined complete for processing, consultant processing time is measured from complete application date to first County action. For example, for applications processed administratively, the processing time measurement ends when an approval letter is issued or when a hearing waiver letter is issued. For items requiring a public hearing, the processing time is measured from complete application to first public hearing/decision making body action. Decision making bodies include: Board of Supervisors, Planning Commission, Board of Zoning Adjustments, Project Review and Advisory Committee, Design Review Committee, and Landmarks Commission.

**Planning Application Processing times are listed below by application type.** *Note: As described above, processing timelines are measured by number of days from complete application to first action*

Processing Timeline for Different CEQA/Project Types			
CE	IS	EIR	Project Type
60	NA	NA	Administrative Design Review – residential, minor Lot Line Adjustment (no Williamson Act Contract), Zoning Permit Level II – farmworker housing no notice
90	180	365	Design Review Level I Commercial/Industrial, Zoning Permit Level IV (including indoor Cultivation - Cottage, Mixed Light Cultivation – Cottage)
120	180	365	Minor Subdivision; Minor Use Permit Level I – Cannabis
180	180	365	Coastal Permit w/ hearing, Design Review w/ hearing, Use Permit Level II
240	240	365	General Plan Amendments/Zone Change, Use Permit Level II, Major Subdivision
300	300	365	General Plan Amendments/Zone Change Level II

Recognizing that several factors may impact timelines (e.g. applicant responsiveness, level of community involvement, PRMD staff availability), project delays that are outside the Consultant’s influence are not be included in the processing time estimates.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 14**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit Sonoma

**Staff Name and Phone Number:**

Jennifer Faso 565-1683

**Supervisorial District(s):**

Fourth

**Title:** Request for a Lot Line Adjustment between three parcels with Land Conservation Contracts owned by Ledbetter Farms, Inc. and Klein Foods Inc.; LLA15-0011

### **Recommended Actions:**

Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between three parcels subject to a Land Conservation Contract for property located at 11447 and 11455 Old Redwood Highway; Healdsburg, APN's 066-321-019, 066-321-020 and 066-321-017.

### **Executive Summary:**

Staff recommends approval of a Lot Line Adjustment to reconfigure three parcels which are under a Land Conservation Contract. Lot Line Adjustments on lands under a Land Conservation Contract requires that the Board of Supervisors make certain findings to approve a Lot Line Adjustment on lands under contract, although Lot Line Adjustments would normally be approved administratively by Permit Sonoma. The adjusted parcels must continue to qualify for the contracts and no land can be removed from the contract. Replacement contracts on the adjusted parcels are required as a condition of approval.

### **Discussion:**

#### **Project Description:**

This is a request for a Lot Line Adjustment among three parcels (see Attachment C). The current lot sizes are 62.99 acres (Lot A), 21.29 (Lot B), and 50.12 (Lot C). The Lot Line Adjustment will result in three parcels 50.10 (Lot A), 20.00 acres (Lot B), and 63.97 acres (Lot C).

#### **Project Location and Zoning:**

The project is located on the west side of Eastside Road, at the intersection of Eastside Road and Old Redwood Highway, in the unincorporated part of Healdsburg. Lots A (APN 066-321-019) and Lot B (APN 066-321-020) are planted with vineyards and Lot C (APN 066-321-017) contains a winery (UPE97-0110), vineyards and irrigation ponds.

The resulting parcels will remain large enough to sustain agricultural uses and will meet the criteria for compatible uses under the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones*. Lot A resulting in 50.102 acres and Lot B resulting 20.00 acres will be 100 percent vineyards. Lot C with 63.968 acres will have not more than five acre of compatible winery uses and the rest will be devoted to commercial agriculture which will include vineyards.

The proposed lot line adjustment is consistent with General Plan and zoning. All three of the parcels are zoned LIA (Land Intensive Agriculture District), 60-acres/dwelling unit density with overlay zoning designation of Z (Second unit Exclusion). The proposed lot line adjustment resulting in 50.10 acres for Lot A and 20.0 acres for Lot B and 63.97 acres for Lot C will not change the potential for subdivision.

**Land Conservation Act:**

To facilitate a Lot Line Adjustment, Government Code Section 51257 permits the contracting parties to rescind the existing contracts simultaneously enter into new contracts if the required findings can be made. Staff has determined that the Lot Line Adjustment can meet the required findings as described in the attached resolution.

A recommended condition of approval requires that the resulting lots must go through the process of rescinding the existing Land Conservation Act contracts and replacing them with new contract that matches the reconfigured parcel boundaries per the Uniform Rules.

**Staff Recommendation:**

Staff recommends the Board find the project consistent with Government Code Section 51257 and approve the proposed Lot Line Adjustment subject to the attached Conditions of Approval. Conditions of Approval require that prior to recording the Grant Deeds for the Lot Line Adjustments, the property owners must submit the appropriate applications and filing fees to rescind and replace the existing contracts with three new Land Conservation Contracts.

**Prior Board Actions:**

On December 13, 2011, the Board of Supervisors approved the *Sonoma County Uniform Rules for Agriculture Preserve and Farmland Security Zones* (Resolution No. 11-0678).

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

The Board of Supervisors has endorsed the continuation of the County’s agricultural preserve program to preserve a maximum amount of the limited supply of agricultural, open space, scenic and critical habitat lands within the County, to discourage premature and unnecessary conversion of such land to urban land uses, to promote vitality in the agricultural economy, and to ensure an adequate, varied, and healthy supply of food and fiber for current and future generations. Land Conservation Act Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
None. All subject parcels are currently under a Land Conservation Contract and will continue to remain under replacement contracts. The applicant pays for the costs of processing the application. There will be no fiscal impacts as a result of this action.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Draft Board of Supervisors Resolution with Exhibit A: Conditions of Approval Attachment A: Proposal Statement Attachment B: Assessor’s Parcel Map Attachment C: Lot Line Adjustment Site Plan			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



County of Sonoma  
State of California

Date: January 23, 2018

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

LLA15-0011 Jennifer Faso

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Approving The Request By Ledbetter Farms, Inc. and Klein Foods Inc., For A Lot Line  
Adjustment Between Three Parcels Of 62.99 Acres (Lot A), 21.29 Acres (Lot B), And 50.12  
Acres (Lot C), Resulting In Three Parcels 50.102 Acres (Lot A), 20.00 Acres (Lot B), And 63.968  
Acres (Lot C). Subject To Land Conservation Act Contracts For Property Located At 11447 and  
11455 Old Redwood Highway, Healdsburg; APN's 066-321-0190, 066-321-020,  
and 066-321-017**

**Whereas**, the applicants, Ledbetter Farms, Inc. and Klein Foods Inc. , filed an application with the Sonoma County Permit and Resource Management Department for a Lot Line Adjustment between three parcels with sizes of 62.66 acres (Lot A), 21.29 acres (Lot B), and 50.12 acres (Lot C), resulting in three parcels of 50.102 acres (Lot A), 20.00 acres (Lot B), and 63.968 acres (Lot C), subject to a Land Conservation Act Contract for property located at 11447 and 11455 Old Redwood Highway, Healdsburg; Zoned LIA (Land Intensive Agriculture) 60-acres/ dwelling unit with the combining designations: RC 50/25 (Riparian Corridor 50 foot setback for structures/25 foot setback for agriculture), and VOH (Valley Oak Habitat); Supervisorial District No. 4; and

**Whereas**, to facilitate a Lot Line Adjustment, Government Code Section 51257 authorizes parties to a Land Conservation Contract or Contracts to mutually rescind the Contract or Contracts and simultaneously enter into a new Contract or Contracts, if certain findings are made by the Board of Supervisors; and

**Whereas**, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 11-0678); and

**Whereas**, consistent with the Uniform Rules the Lot Line Adjustment has been reviewed for its compliance with those rules as well as the Subdivision Map Act and the Sonoma County Subdivision Ordinance; and

**Whereas**, , in accordance with the provisions of law, the Board of Supervisors held a public hearing on January 23, 2018 at which time all interested persons were given an



opportunity to be heard; and

**Whereas**, Section 15305(a) of Title 14 of the California Code of Regulations (CEQA Guidelines) provides that Lot Line Adjustments are exempt from the California Environmental Quality Act; and

**Whereas**, Government Code Section 51257 requires that the Board of Supervisors make certain findings before existing Land Conservation Act Contracts may be rescinded and replaced to facilitate a Lot Line Adjustment.

**Now, Therefore, Be It Resolved** that the Board of Supervisors makes the following findings consistent with Government Code Section 51257:

1. The replacement contract will enforce and restrict the adjusted boundaries of the contracted parcels for an initial term for at least as long as the unexpired term of the rescinded contract but for not less than 10 years.
2. There is no net decrease in the amount of the acreage restricted by the contract.
3. The Lot Line Adjustment results in 100% of the land under the original contract remaining restricted under the new Contracts required as a Condition of Approval for the Lot Line Adjustment.
4. After the Lot Line Adjustment, each of the resultant parcels (Lot A, Lot B and Lot C), will remain large enough to sustain their agricultural use, as defined in Section 51222. Resultant Lot A (50.102 acres) and Lot B (20.00 acres) will exceed the 10-acre minimum acreage requirement for a Prime contract and will exceed the minimum gross income requirement of \$1,000 per planted acre per year and will be devoted to agriculture with any non-agricultural uses to be compatible with the agricultural use. Lot C meets the requirements for replacement contract because at least 32 acres are devoted to commercial agriculture and vineyards. All other uses are listed as compatible uses and occupy no more than five acres of the parcel. The agricultural income can be met because the requirement of \$1,000 per acre will be exceeded. The lot line adjustment does not compromise the long-term agricultural productivity.
5. The Lot Line Adjustment is minor in nature and will not result in the removal of adjacent land from agricultural use. The land use and zoning designation of all three lots will continue to be LIA (Land Intensive Agriculture) 60-acres/dwelling unit density.

6. The Lot Line Adjustment does not result in a greater number of developable parcels due to new Land Conservation Contracts. Conditions of Approval require that prior to recording the Grant Deeds for the Lot Line Adjustment, the property owner shall submit the appropriate application and filing fees to rescind and replace the existing contract with a new Land Conservation Act Contract. Once the Lot Line Adjustments grant deeds are recorded, then the County can proceed with the preparation of the new contracts, and include the new legal descriptions for each new parcel.

**Be It Further Resolved** that the Board of Supervisors hereby finds that substantial evidence in the record before it supports the above findings, and further finds that the Lot Line Adjustment meets the requirements of the above findings.

**Be It Further Resolved** that the Board of Supervisors hereby grants the requested Lot Line Adjustment subject to the Conditions of Approval in Exhibit "A," attached hereto which includes a condition to rescind and replace the existing Land Conservation Act Contracts on Lots A and B and C.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

Gorin:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**

**Sonoma County Board of Supervisors  
Conditions of Approval  
Exhibit A**

<b>Staff:</b>	Jennifer Faso	<b>Date:</b>	January 23, 2018
<b>Owner #1:</b>	Klein Foods Inc.	<b>File No.:</b>	LLA 15-0011
<b>Owner #2:</b>	Ledbetter Farms Inc.	<b>APNs:</b>	066-321-017, 066-321-019 and
<b>Owner #3:</b>	Ledbetter Farms Inc.		066-321-020
<b>Address:</b>	11447 and 11455 Old Redwood Highway, Healdsburg		

**Project Description:** This is a request for a Lot Line Adjustment among three parcels. The current lot sizes are 62.66 acres (Lot A), 21.29 acres (Lot B), and 50.12 acres (Lot C) in size. The Lot Line Adjustment will result in three parcels 50.102 acres (Lot A), 20.00 acres (Lot B) and 63.968 acres (Lot C), in size.

---

NOTE: Amendments and changes to approved Lot Line Adjustment conditions may be considered if additional information justifies the changes and does not increase the intensity of use approved by the original approval. The Director of the Permit and Resource Management Department (PRMD) will determine if a public hearing is necessary and if additional fees are required.

NOTE: These conditions must be met and the application validated within 24 months unless a request for an extension of time is received before the expiration date.

**Conditions to be verified by the County Surveyor prior to recording deeds:**

1. A draft description, prepared by a licensed land surveyor or civil engineer authorized to practice land surveying, showing the combination of lots or transfer of property shall be submitted to the County Surveyor for approval. The following note shall be placed on the deed or deeds. "The purpose of this deed is for a Lot Line Adjustment between of the Lands of Ledbetter Farms, Inc and Klein Foods, Inc as described by deed recorded under Document No. 2014-086052, Sonoma County Records, APN 066-321-020 with the Lands of Ledbetter Farms Inc. & Klein Foods Inc.as described by deed recorded in Book 1888 of Official Records, Page 370, Sonoma County Records, APN's 066-321-019. This deed is pursuant to LLA15-0011 on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signatory hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.
2. A site plan map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan:

"THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."

**Conditions to be verified by the Project Review Planner prior to recording deeds:**

3. Submit verification to Planning that taxes and/or assessments, which are a lien and termed as payable, are paid to the Treasurer-Tax Collector's Department on all parcels affected by the adjustment. The Treasurer-Tax Collector knows the amount of the tax due. Submit verification to planning that taxes and/or assessments, which are a lien and termed as payable are paid to the tax. Submit verification to planning that taxes and/or assessments, which are a lien and termed as

4. Prior to the Permit and Resource Management Department stamping the grant deed(s) for the Lot Line Adjustment the property owner(s) shall execute a Right-to-Farm Declaration on a form provided by the Permit and Resource Management Department to be submitted before the Lot Line Adjustment is cleared by Permit and Resource Management Department for recordation. The Right-to-Farm Declaration shall be recorded concurrently with the Permit and Resource Management Department approved Lot Line Adjustment grant deed(s) to reflect the newly configured parcels.
5. Prior to Permit and Resource Management Department stamping the grant deed(s) for the Lot Line Adjustment, the property owners shall submit all application materials and applicable filing fees to rescind and replace the existing Prime Land Conservation Act Contract with a new Land Conservation Contract. Once the Lot Line Adjustment grant deeds are recorded, Permit and Resource Management Department can proceed with processing the new contract. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared.
6. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared with all attachments such as the Site Plan listed in Condition 2 above.
7. Deed of Trust agreements, which encumber only portions of accepted legal lots, are violations of the Subdivision Map Act; therefore, prior to the Permit and Resource Management Departments approval of the deeds for recordation, the applicant(s) shall submit either recorded documents or documents to be recorded concurrently with the Lot Line Adjustment deeds, showing that any Deed of Trust agreements on the subject properties will conform with the adjusted lot boundaries. After the approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared with all attachments such as the site plan listed in condition 2 above.
8. The packet containing all documents to be recorded shall be submitted to the Permit and Resource Management Department, Project Review for approval prior to recording. The approval will be noted by the planner placing a stamp on the front of the deeds to be recorded. The packet containing all documents to be recorded shall be submitted. The packet containing all documents to be recorded shall be submitted. The packet containing all documents to be recorded shall be submitted to the Permit and Resources Management Department; Project Review.
9. After approval by Project Review the grant deeds shall be recorded and a copy of the deed or deeds shall be submitted to the Permit and Resource Management Department. After approval by Project Review the grand deeds shall be recorded. The packet containing all documents to be recorded shall be submitted.
10. This "At Cost" entitlement is not vested until all permit processing costs are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs are paid in full.



**MUNSELLE**  
CIVIL ENGINEERING  
CIVIL ENGINEERING LAND PLANNING

Planning  
Civil Engineering  
Project Management  
Construction Management  
Surveying  
Entitlements  
Concept Design  
Feasibility Studies

Nov 30<sup>th</sup> 2017

Jennifer Faso  
Planning Department  
Sonoma County PRMD  
2550 Ventura Avenue  
Santa Rosa, CA 95403

**Project: LLA15-0030 11115 Eastside Rd., Healdsburg CA – LLA Proposal Statement**

The purpose of this Lot Line Adjustment is to add 9.963 acres from Existing lot "A" to Lot 3, 3.885 acres from Lot "B" to Lot 3, and 2.595 acres from existing lot "A" to Lot 2.

**Lot A (066-321-019) to lot 3 (066-321-017)**  
Add 9.963 acres

**Lot B (066-321-020) to lot 3 (066-321-017)**  
Add 3.885 acres

**Lot A (066-321-019) to lot 2 (066-321-020)**  
Add 2.595 acres

Please don't hesitate to contact me if you have any questions.

Sincerely,

Cort Munselle, PE  
Munselle Civil Engineering

OFFICE:  
513 Center Street  
Healdsburg, CA 95448

phone (707) 393-0968  
cell (707) 280-0474

cort@munsellecivil.com  
www.munsellecivil.com

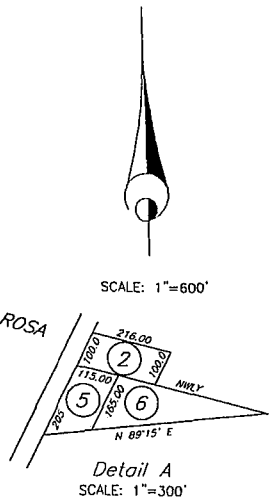
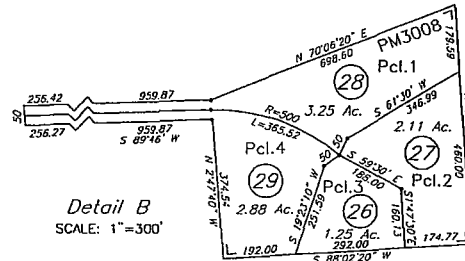
# COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA

66-32

176-023  
179-006  
179-020

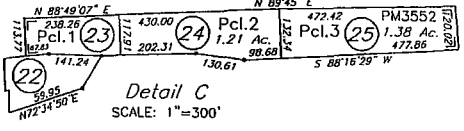
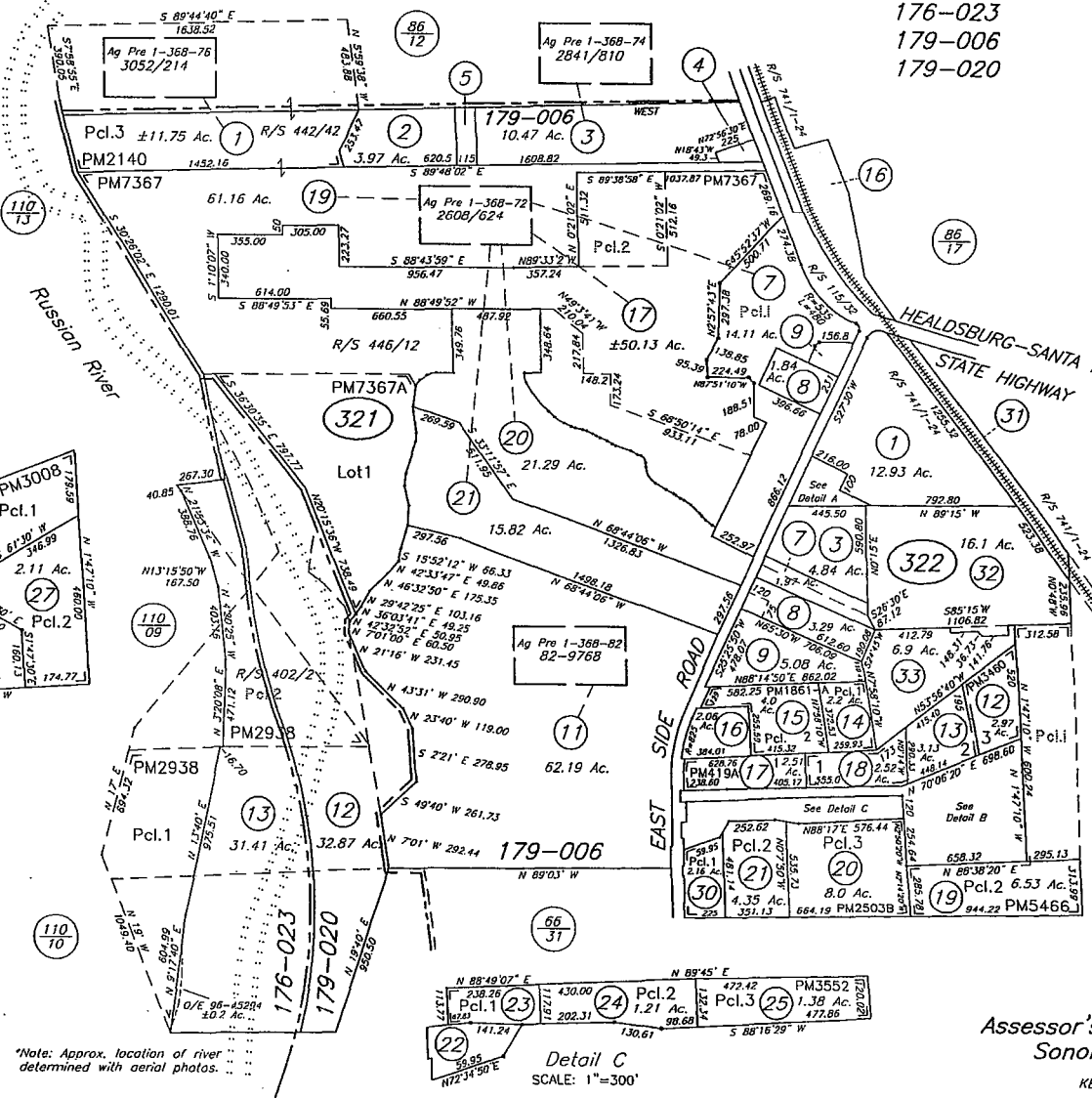
- Parcel Map No. 419A  
REC. 07-03-69 IN BK. 133, MAPS, PGS. 13-00
- Parcel Map No. 1861-A  
REC. 06-18-70 IN BK. 145, MAPS, PGS. 06-00
- Parcel Map No. 2140  
REC. 02-24-71 IN BK. 154, MAPS, PGS. 21-00
- Parcel Map No. 2503B  
REC. 09-24-71 IN BK. 161, MAPS, PGS. 33-00
- Parcel Map No. 2938  
REC. 08-24-72 IN BK. 177, MAPS, PGS. 29-00
- Parcel Map No. 3008  
REC. 08-30-72 IN BK. 177, MAPS, PGS. 34-00
- Parcel Map No. 3460  
REC. 01-05-73 IN BK. 183, MAPS, PGS. 34-00
- Parcel Map No. 3552  
REC. 02-27-74 IN BK. 203, MAPS, PGS. 49-00
- Parcel Map No. 5466  
REC. 10-06-76 IN BK. 240, MAPS, PGS. 04-00
- Parcel Map No. 7367  
REC. 12-29-81 IN BK. 331, MAPS, PGS. 09-10
- Parcel Map No. 7367A  
REC. 01-20-84 IN BK. 355, MAPS, PGS. 01-00



- REVISED
- 10-27-99=14(322)-RL
  - 10-26-00=Ac. Cor.-RL
  - 03-21-08=21(321)-ML
  - 05-21-08=Cor.-ML
  - 10-07-08=33(322)-ML
  - 01-21-11=R/S-KB
  - 06-25-12=TRA BJ

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

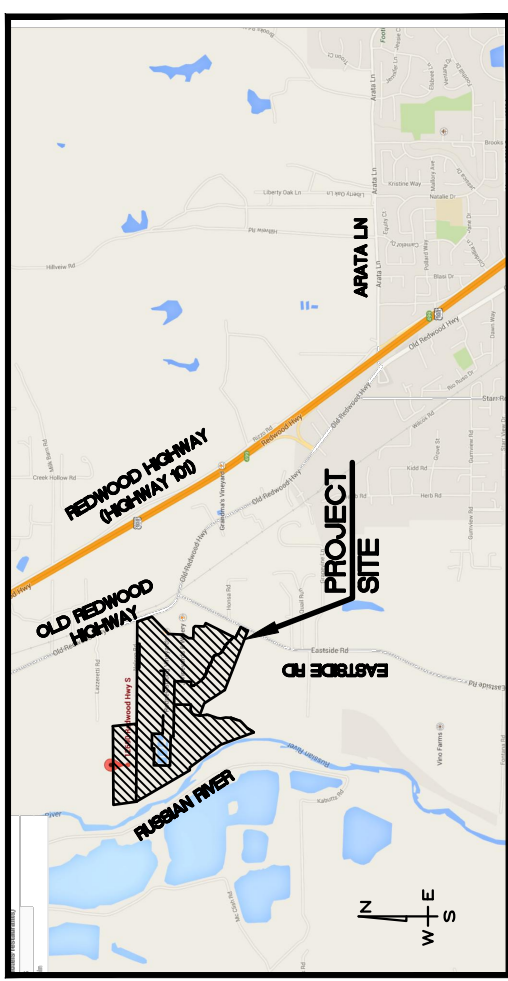
NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.



\*Note: Approx. location of river determined with aerial photos.

Assessor's Map Bk. 066, Pg. 32  
Sonoma County, Calif. (ACAD)

KEY 5/21/08 ML



**LOCATION MAP - NO SCALE**

**PROPERTY LINE NOTICE**

PROPERTY LINES SHOWN HEREON WERE LOCATED USING RECORD OF SURVEY BOOK OF MAPS 446 PAGE 12 AND THE LOT LINE ADJUSTMENT PREPARED BY HUFFMAN ENGINEERING AND SURVEYING DATED FEBRUARY 20, 2007. A SURVEY IS MANDATORY IF EXACT LOCATION IS DESIRED.

**SURVEY NOTICE**

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED UPON A FIELD SURVEY PERFORMED BY HUFFMAN ENGINEERING AND SURVEYING DATED FEBRUARY 20, 2007. THE CONTENT OF THIS MAP WAS DEFINED BY CONTRACT AT THE SPECIFIC REQUEST OF THE CLIENT(S) AND/OR THEIR CONSULTANT(S). THE SURVEYOR ACCEPTS NO LIABILITY FOR USE OF THIS MAP BY ANY ONE OTHER THAN THE CLIENT(S) AND/OR CONSULTANTS FOR WHOM IT WAS PREPARED.

**LOT LINE ADJUSTMENT APPLICATION MAP**

COUNTY OF SONOMA  
STATE OF CALIFORNIA



CORT L. MUNSELLE  
RCE 69941

MUNSELLE  
CIVIL ENGINEERING  
CIVIL ENGINEERING & LAND PLANNING

**MUNSELLE CIVIL ENGINEERING**

CIVIL ENGINEERING & LAND PLANNING  
513 CENTER STREET  
HEALDSBURG, CA 95448  
(707) 395-0968

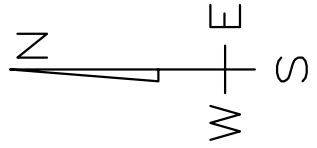
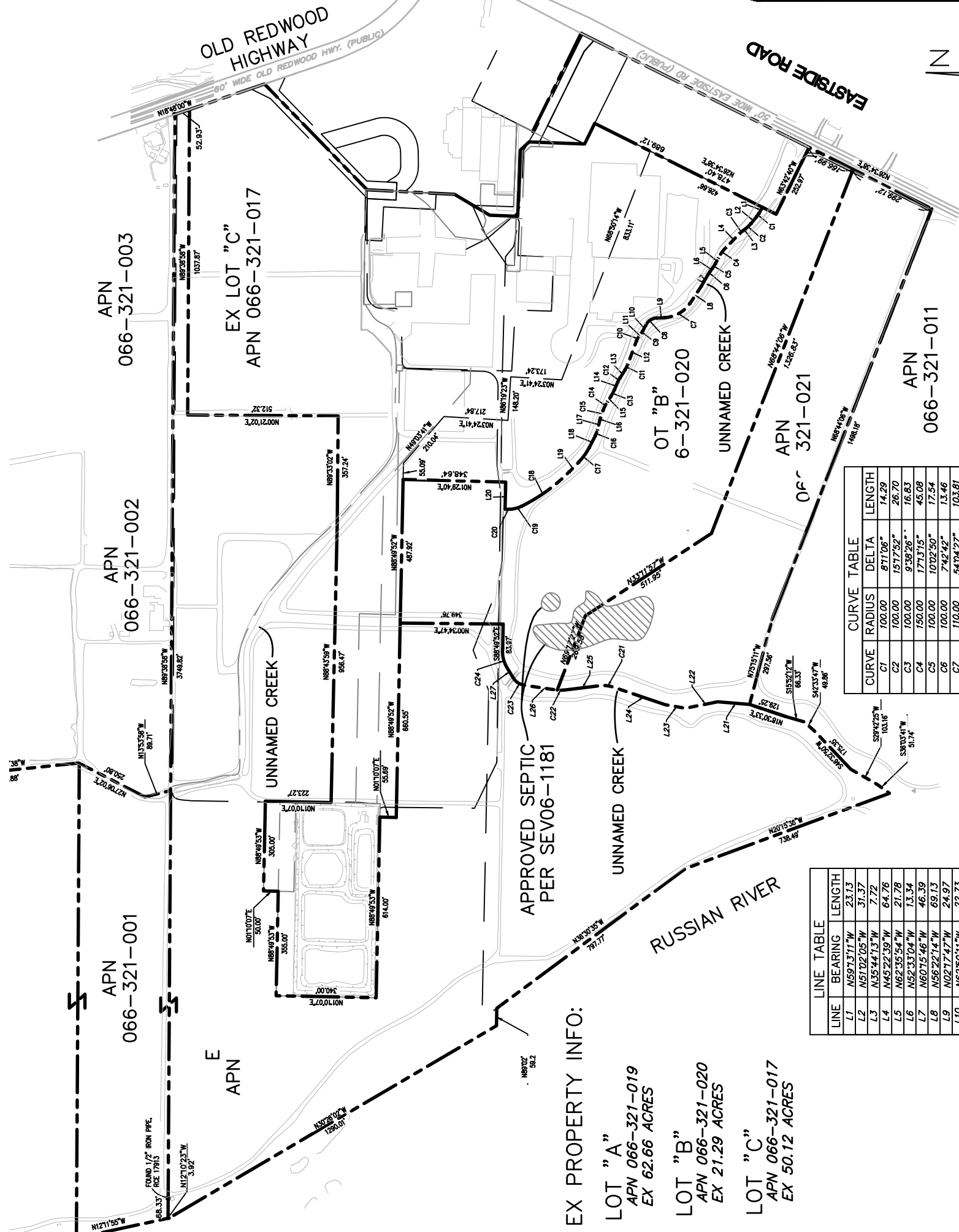
APN'S: 066-321-001,  
066-321-019, 066-321-020,  
066-321-021 & 066-120-029

FILE No. 12-15

DATE: NOV 29, 2017

SHEET No. 1 OF 2

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SCALE: 1" = 400'

**OWNERS:**

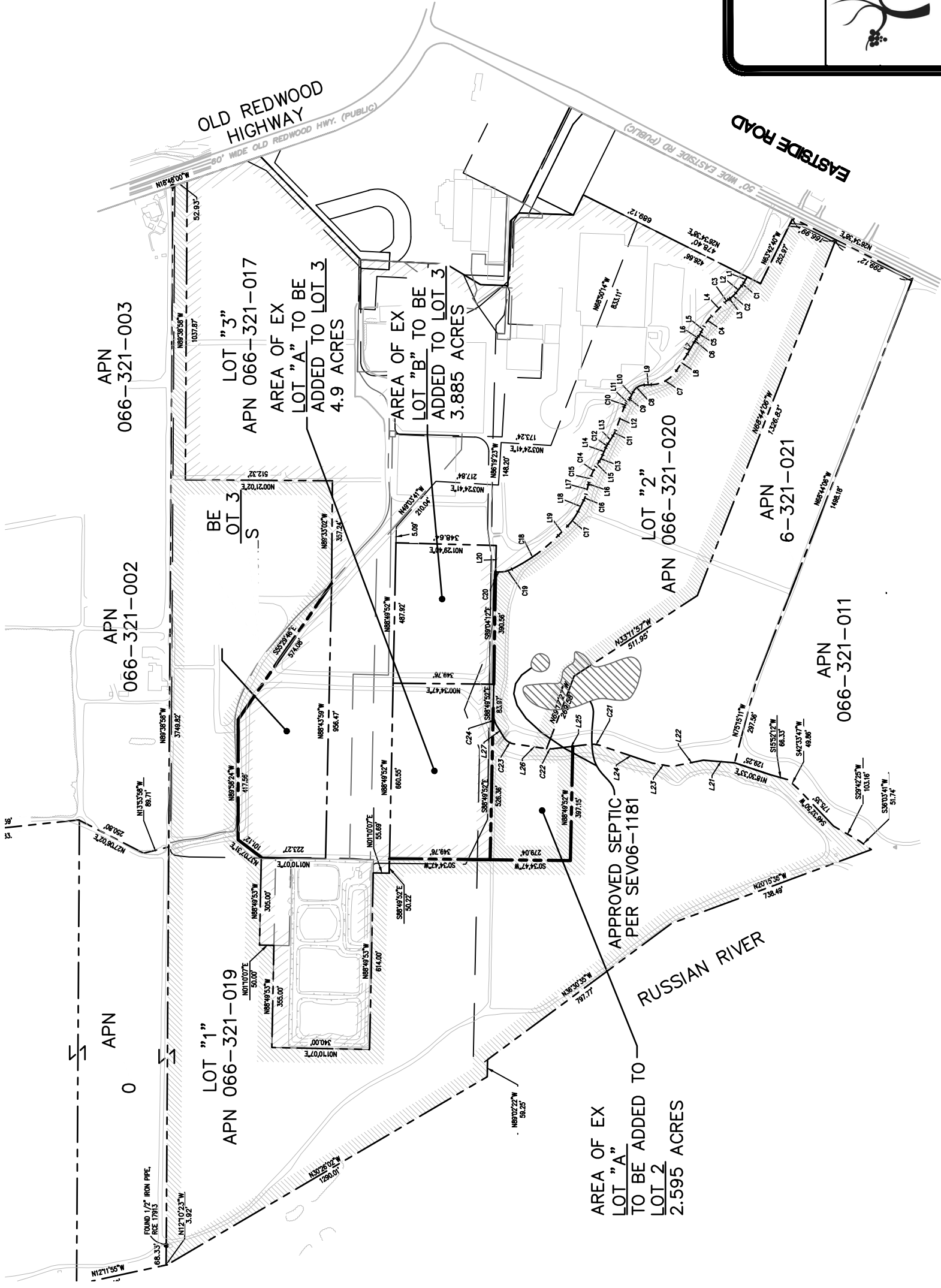
LOT A, B & C  
KIM LEDBETTER  
LEDBETTER FARMS, INC  
12690 REDWOOD HIGHWAY SOUTH  
WINDSOR, CA

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	100.00	671.06"	14.29
C2	100.00	1577.92"	26.70
C3	100.00	938.26"	16.83
C4	150.00	1713.15"	45.08
C5	100.00	1002.50"	17.54
C6	100.00	742.42"	13.46
C7	110.00	5494.22"	103.81
C8	45.00	6032.24"	47.55
C9	50.00	1022.01"	9.05
C10	50.00	1724.25"	15.19
C11	100.00	1214.26"	21.36
C12	100.00	906.31"	15.90
C13	150.00	937.03"	25.18
C14	150.00	1338.15"	35.70
C15	0.50	1800.00"	1.57
C16	100.00	1740.34"	22.76
C17	200.00	1740.56"	61.72
C18	600.00	1806.25"	200.09
C19	100.00	1425.96"	25.19
C20	100.00	1856.11"	33.05
C21	100.00	2531.00"	44.53
C22	100.00	1571.26"	26.69
C23	50.00	5071.53"	43.81
C24	100.00	3733.33"	65.55

LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°13'11"W	23.13
L2	N51°02'05"W	31.37
L3	N35°44'13"W	7.72
L4	N45°22'39"W	64.76
L5	N62°35'54"W	21.78
L6	N52°33'04"W	13.34
L7	N60°15'46"W	46.39
L8	N56°22'14"W	69.13
L9	N02°17'47"W	24.97
L10	N62°50'11"W	22.73
L11	N52°28'10"W	14.88
L12	N69°52'35"W	84.98
L13	N57°38'09"W	32.97
L14	N66°44'40"W	22.30
L15	N57°07'37"W	22.35
L16	N73°27'54"W	9.42
L17	N76°09'56"W	33.17
L18	N63°07'22"W	43.87
L19	N45°26'26"W	46.51
L20	N88°30'20"W	91.79
L21	N04°45'52"E	109.02
L22	N11°20'24"W	171.85
L23	N09°58'23"E	66.96
L24	N18°40'45"E	182.61
L25	N06°50'15"W	123.75
L26	N08°27'11"E	110.75
L27	N58°39'04"E	43.61

**EX PROPERTY INFO:**

- LOT "A"  
APN 066-321-019  
EX 62.66 ACRES
- LOT "B"  
APN 066-321-020  
EX 21.29 ACRES
- LOT "C"  
APN 066-321-017  
EX 50.12 ACRES



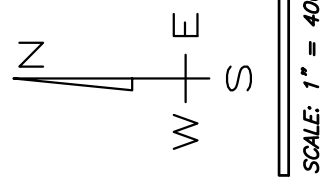
PROPOSED  
PROPERTY INFO:  
**LOT "1"**  
 APN 066-321-019  
 50.102 ACRES  
**LOT "2"**  
 APN 066-321-020  
 20.000 ACRES  
**LOT "3"**  
 APN 066-321-017  
 63.968 ACRES

**LOT "3"**  
 APN 066-321-017  
 AREA OF EX  
**LOT "A" TO BE  
 ADDED TO LOT 3**  
 4.9 ACRES  
**AREA OF EX  
 LOT "B" TO BE  
 ADDED TO LOT 3**  
 3.885 ACRES

**AREA OF EX  
 LOT "A"  
 TO BE ADDED TO  
 LOT 2**  
 2.595 ACRES

**APPROVED SEPTIC  
 PER SEV06-1181**

**OWNERS:**  
**LOT A, B & C**  
 KIM LEDBETTER  
 LEDBETTER FARMS, INC  
 12690 REDWOOD HIGHWAY SOUTH  
 WINDSOR, CA



**PROPOSED LLA**  
 THE PURPOSE OF THIS LOT LINE ADJUSTMENT IS TO:  
 ADD 9.963 ACRES FROM EX LOT "A" TO LOT 3, AND  
 ADD 2.595 ACRES FROM EX LOT "A" TO LOT 2, AND  
 ADD 3.885 ACRES FROM EX LOT "B" TO LOT 3

# LOT LINE ADJUSTMENT APPLICATION MAP

COUNTY OF SONOMA  
STATE OF CALIFORNIA



CORT L. MUNSELLE  
RCE 69941

DATE

## MUNSELLE CIVIL ENGINEERING

CIVIL ENGINEERING & LAND PLANNING  
 513 CENTER STREET  
 HEALDSBURG, CA 95448  
 (707) 395-0968

APN'S: 066-321-001, 066-321-019, 066-321-020, 066-321-021 & 066-120-029
FILE No. 12-15
DATE: NOV 29, 2017
SHEET No. OF
2 / 2

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## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 15**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** 4/5 if ban is extended

**Department or Agency Name(s):** Permit Sonoma and County Counsel

**Staff Name and Phone Number:**

Tennis Wick, 565-1925

**Supervisorial District(s):**

All

**Title:** Expiration of the Prohibition on Issuing New Vacation Rental Permits

### **Recommended Actions:**

Do Not Extend the Prohibition on Issuing New Vacation Rental Permits.

### **Executive Summary:**

On October 24<sup>th</sup>, 2017, the Board adopted an urgency ordinance prohibiting the issuance of vacation rental and hosted rental permits countywide to preserve an already constrained housing supply, now reduced by 5,100 units due to the Sonoma Complex Fires. On 5 December 2017, the Board adopted an extension to the ban on vacation rentals for an additional 60 days while staff gathered additional information about the availability of housing for fire survivors. If the Board does not take further action to extend the ban, it will expire on 3 February 2018. At that time, staff will process vacation rental permit applications county-wide, except no new vacation rentals will be allowed within the Vacation Rental Exclusion (X) Combining Zone.

The temporary moratorium on vacation rental and hosted rentals was part of the Board's effort to address the most immediate housing needs faced by the citizens of Sonoma County. The drastic decline in rental vacancy rates over the past five years to 1.8%, combined with a 2.5% loss of the County's housing stock due to the Sonoma Complex Fires, indicates the urgent need to preserve the remaining housing stock. However, data from real estate research sources and the County's voluntary registry indicates that many vacation rental properties are already being rented to families who have lost their homes until they are able to rebuild. Most are expensive homes, causing average rental prices to increase sharply, but have been returned to the housing stock temporarily. In light of these data, staff recommends that any further restrictions on vacation rentals be considered through the normal public notice and hearing process and not through the urgency ordinance process.

**Discussion:**

Review of advertised rents in fire-affected Napa and Sonoma Counties on Zillow Real Estate Research, suggests that a sharp increase in rents and an increase in rental listings has occurred. Most properties listed for rent at the end of October appear to be new listings, having not appeared on Zillow’s previous market history. Most also appear to be single-family homes, not traditional apartments; these properties tend to be much larger and more expensive than rental apartments. According to Zillow, this suggests that vacation properties are being listed for long-term rent as their owners seek to provide shelter for families that have lost their homes.

Permit Sonoma’s own research supports this trend. On 8 December 2017, the Board Chair sent a letter to vacation rental property owners asking them to consider providing their homes as long-term rentals. If they were doing so, the letter requested that Permit Sonoma be notified. Staff has received a positive response from 88 owners in just one month, each making their vacation rental homes available on a full-time basis. Most are already renting to a fire victim for 18 to 24 months, after which they plan on returning the home to vacation rental use.

At this time, Permit Sonoma staff do not recommend using the urgency ordinance method to continue to restrict vacation rentals to fill the immediate urgent need for housing. The existing ban on new vacation rentals will expire on February 3, 2018, after which new applications will be accepted from all areas that do not have the Vacation rental Exclusion (X) Combining Zone. Permit Sonoma staff will continue to track rental and vacation home data and to bring any new recommendations for regulation of vacation rentals forward to the Planning Commission and Board, as appropriate.

**Prior Board Actions:**

On October 17, 24, 31 and November 7, the Board took various actions to increase the availability of rental housing for persons displaced by the Sonoma Complex Fire. On October 24, 2017 the Board adopted a 45-day temporary prohibition on issuing new vacation rental and hosted rental permits. On December 5, 2017 that ban was extended for 60 days until February 3, 2018.

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 16**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Transportation & Public Works

**Staff Name and Phone Number:**

Johannes J. Hoevertsz, (707) 565-2231

**Supervisorial District(s):**

2nd

**Title:** Acceptance of 0.06 Centerline Miles New Roads into County Maintained System

### Recommended Actions:

Adopt a Resolution:

1. Accepting the roads as shown on the improvement plans entitled "Mark West Village Subdivision PLP05-0011", into the County highway system for maintenance: Alexander David Court #88229.
2. Accepting six (6) street lights into the County lighting district, four (4) on Alexander David Court #88229, two (2) on Mark West Springs Road #8801A.
3. Declaring Alexander David Court #88229 at Mark West Springs Road #8801A to be a stop-controlled intersection.

### Executive Summary:

The Mark West Springs Subdivision (PLP05-0011) is a project consisting of 16 new single family homes, 10 new apartments, and the rehabilitation of 27 existing apartments. The site is made up of 3 parcels totaling 3.95 acres, located at 69 Mark West Springs Road.

The development plan included the construction of a cul-de-sac, to be built to current County subdivision standards, including installation of six (6) street lights and addition of a stop controlled intersection at Mark West Springs Road. This phase of construction has now been completed and this Board Action will formally adopt a resolution to accept the new road as a County road, accept street lights, and declare an intersection to be stop-controlled.

### Discussion:

On December 21, 2006, the Planning Commission approved a project consisting of a 22-lot tentative map and design review of 16 new single family dwellings, 10 new apartments, and rehabilitation of 27 existing apartments for property consisting of three (3) parcels totaling 3.95 acres located at 69 Mark West Springs Rd, Santa Rosa, Assessor Parcel Numbers (APNs) 058-171-023, -024 and -025.

On December 13, 2016, the Board of Supervisors accepted the final map for this project and accepted the sewer and water improvements which had been reviewed and approved by the County Surveyor. Following this action, the applicant/subdivider: 69 MWS LLC, proceeded with construction of Alexander David Court. This cul-de-sac has been constructed to current County standards and the final design was approved by staff at Permit Sonoma and Transportation and Public Works. Upon completion the new road was inspected and approved by County staff and is now ready to be adopted into the County system in the following form:

1. Accept Alexander David Court: Road Number 8829, 0.06 centerline miles, into the County Highway System for Maintenance.
2. Add Six Streetlights, Four located on Alexander David Court and two located on Mark West Springs Road, to the County lighting district.
3. Declare Alexander David Court at Mark West Springs Road to be a stop-controlled intersection.

The Department of Transportation and Public Works recommends accepting this new road into the County system, accepting new streetlights and declaring an intersection to be stop-controlled This action will allow the continued development of this project and add new homes to the County housing stock as well as rehabilitating existing residential units.

**Prior Board Actions:**

12/13/16: Item# 41 Final Map and Summary Vacation of Sanitary Subdivision, Tract No. 1061 Sewer Easements for Mark West Village

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

By allowing this subdivision, new housing stock will be constructed providing some relief to the high need for additional housing in Sonoma County. Acceptance of the road and improvements is a necessary step in allowing construction of the new units.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$0.00		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$0.00</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$0.00</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Appropriations are available in the operating budget for any administration charges relating to the additional roads.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution; Mark West Subdivision Map			
<b>Related Items "On File" with the Clerk of the Board:</b>			



County of Sonoma  
State of California

Date: January 23, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, accepting the roads as shown on the improvement plans entitled “Mark West Village Subdivision PLP05-0011”, into the County Highway System for Maintenance: Alexander David Court #88229 and declaring Alexander David Court #88229 at Mark West Springs Road #8801A to be a stop controlled intersection and accepting six street lights into the County lighting district, four on Alexander David Court #88229 and two on Mark West Springs Road #8801A.**

**Whereas,** Streets and Highways Code §941 provides that public or private roads may be accepted into the County highway system by resolution of the Board of Supervisors; and

**Whereas,** the County has determined that the dedicated improvements required for this road were satisfactorily completed, and accepted by the County on November 17, 2017; and

**Whereas,** the roads Alexander David Court #88229 was dedicated for public use on the Final Map recorded in Book 783 of Maps, pages 8-14 on December 16<sup>th</sup>, 2016 and;

**Whereas,** in order to facilitate the safe and orderly movement of traffic upon County highways, all traffic on Alexander David Court should come to a stop before entering Mark West Springs Road; and

**Whereas,** four streetlights on Alexander David Court and two streetlights on Mark West Springs Road were constructed and should be added to the County lighting district.

**Now, Therefore, Be It Resolved** the Alexander David Court #88229 is hereby accepted into the County highway system for maintenance.

**Be It Further Resolved** that Alexander David Court #88229 at Mark West Springs Road #8801A is declared to be a stop-controlled intersection.

**Be It Further Resolved** that four streetlights on Alexander David Court #88229 and 2 streetlights on Mark West Springs Road #8801A are accepted into the County lighting district.

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Rabbitt:

Zane::

Hopkins:

Gore

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



783

OWNER'S STATEMENT

I, We, the undersigned, hereby state that I/we am/are the owner(s) of or have some right, title or interest in and to the real property shown on this map entitled "Tract No. 1061, Mark West Village Subdivision"; that I/we am/are the only person(s) whose consent is necessary to pass clear title to said real property; and that we hereby consent to the preparation and recording of said map, and hereby dedicate to public use, the Public Utility Easements, Public Sidewalk Easements on Lot 4 & 22, Public Street Light Easement on Lot 22, and Alexander David Court, as shown on said map,

Owner(s):

69 MWS, LLC, a California limited liability company

by: Urban Green Investments, LLC, a California limited liability company Its Managing Member

by: David P. McCloskey, Manager Date 8/21/16

NOTARY'S ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, or validity of that document

STATE OF CALIFORNIA COUNTY OF SONOMA

On August 5, 2016, before me, Jasmine Tierra Nazari, a Notary Public, personally appeared David P. McCloskey

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public Signature



BENEFICIARY'S STATEMENT

The undersigned, JPMorgan Chase Bank, N.A., as beneficiary under that Deed of Trust recorded in the office of the County Recorder by deed dated November 20, 2014 and recorded November 26, 2014 under Official Records Document Number 2014-084536, Sonoma County Records, against the tract of land hereon shown, hereby consent to the making and filing of this map.

by: Christine Trowell Title: CHRISTINE TROWELL AUTHORIZED OFFICER

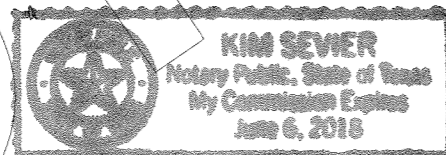
NOTARY'S ACKNOWLEDGEMENT

STATE OF TEXAS COUNTY OF TARRANT

Before me, Kim Sevier, a Notary Public in and for Fort Worth in the State of Texas, personally appeared Christine Trowell, Authorized Officer known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of October, 2016

Name: Kim Sevier Notary Expires: 6/6/18



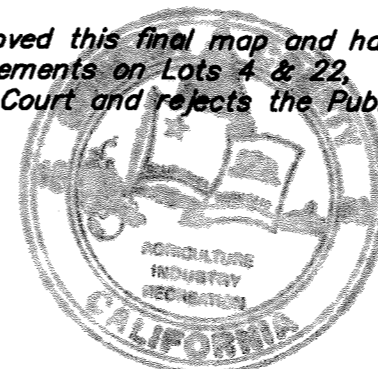
COUNTY CLERK'S STATEMENT

I certify that all bonds, money or negotiable bonds required under the provisions of the Subdivision Map Act to secure payment for taxes and assessments have been filed with and approved by the County of Sonoma, namely bond(s) under Government Code Sections 66493(a) and 66493(c) in the sum of \$ 0 and \$ 0 respectively.

I further certify that said Board of Supervisors has approved this final map and has accepted, in behalf of the public, The Public Sidewalk Easements on Lots 4 & 22, Public Street Light Easement on Lot 22, Alexander David Court and rejects the Public Utility Easements.

Dated: December 14, 2016

Signed: Sheryl Bratten by Roxanne Epstein Clerk of the Board of Supervisors County of Sonoma, State of California



TAX COLLECTOR'S STATEMENT

According to the records in the office of the undersigned, there are no liens against this subdivision, or any part thereof, for unpaid State, County, Municipal or local taxes or special assessments collected as taxes, except taxes or special assessments collected as taxes not yet payable. My estimate of taxes and special assessments collected as taxes and not yet payable is \$ N/A. The land in said subdivision is not subject to a special assessment or bond which may be paid in full.

Security required pursuant to Government Code Sections 66493(a) and 66493(c) are hereby approved and accepted.

Dated: 10-21-16 Tax Collector County of Sonoma, State of California

CCCP Tax Collector County of Sonoma, State of California

RECORD TITLE INTEREST

Signatures of the owners of the following easements have been Omitted under the provisions of Section 66436 of the Subdivision Map Act. Their interest is such that it cannot ripen in to a fee Title and such signatures are not required by the governing body.

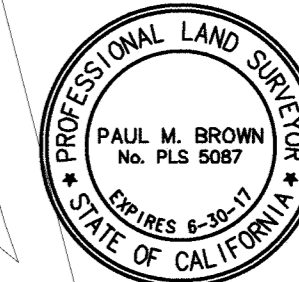
Table with columns: Owner of Interest, DN/OR, Type of Easement. Lists various easements like Sewer facilities, Sanitary Sewer, Public Sanitary Sewer, Sewer Access, Sidewalk Easement, and Public Water Easements.

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Kevin Skiles in November 2013, and the survey is true and complete as shown. I hereby state that this Final Map substantially conforms to the conditionally approved tentative map, if any, and that all monuments shown hereon have been set, are of the character and occupy the positions indicated, and are sufficient to enable the survey to be retraced.

Dated: 10-18-16

Signed: Paul M. Brown, PLS 5087 my license expires 06/30/17



COUNTY SURVEYOR'S STATEMENT

I hereby state that the map of this subdivision was examined by me or under my direction; that it is substantially as it appears on the tentative map and any approved alterations thereof; that all provisions of the Subdivision Map Act as amended and of any local ordinances applicable at the time of approval of the tentative map have been complied with and I am satisfied that said map is technically correct.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this day of December 14, 2016.

Leonard H. Gabrielson, PLS 7886 Deputy my license expires 3/31/17



See Sheet 7 For Local Agency Required Information Tract No. 1061

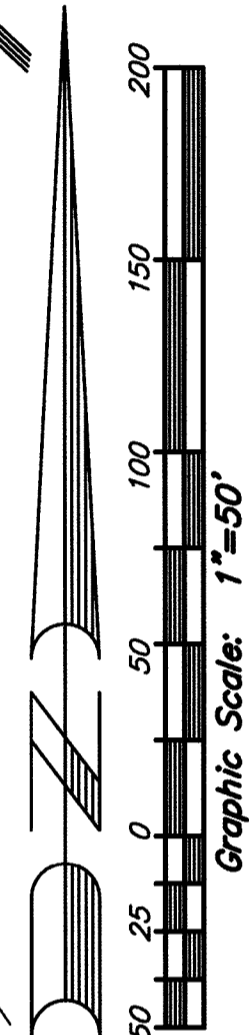
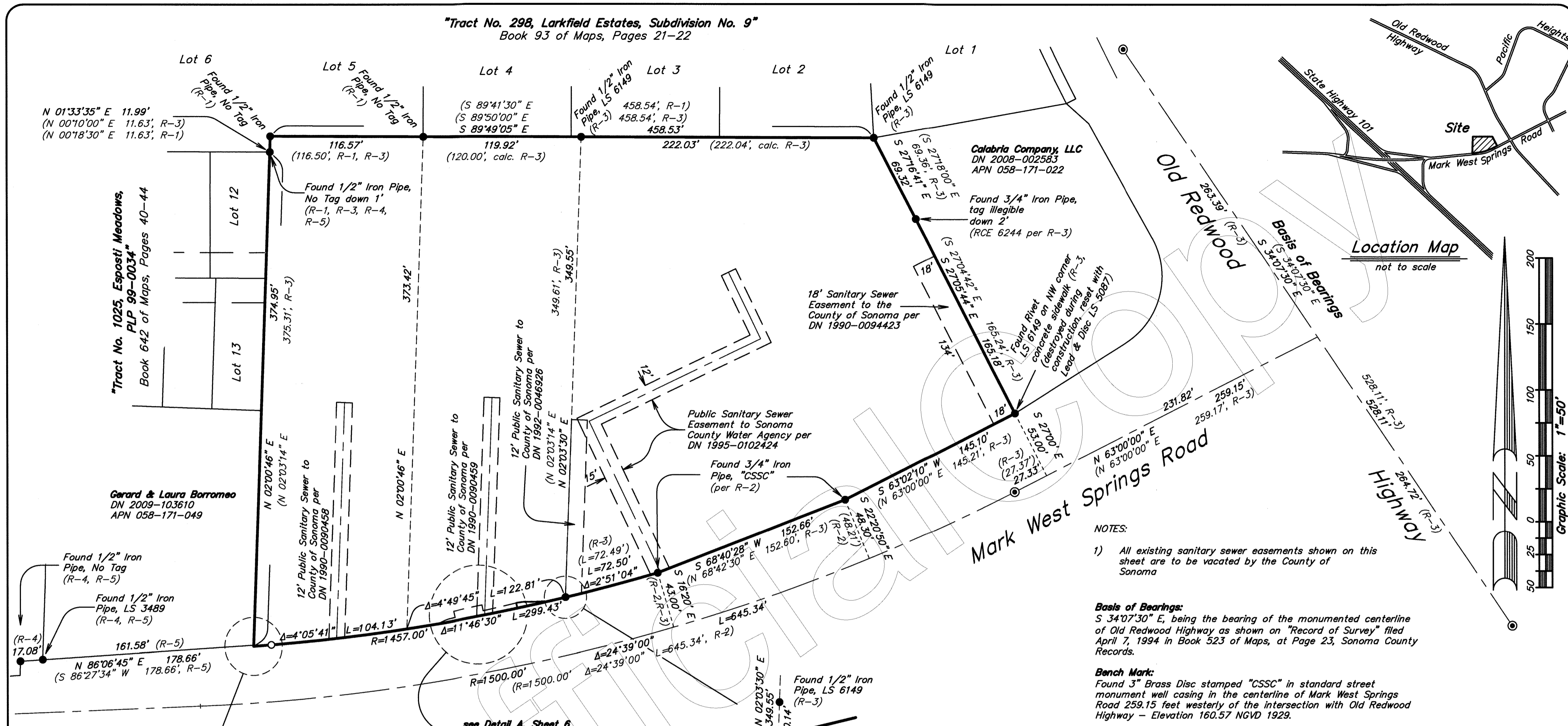
Mark West Village Subdivision

A Division Of The Lands Of 69 MWS, LLC, A California Limited Liability Company As Described By Deed Recorded September 25, 2013 Under Official Records Document Number 2013-095921, Sonoma County Records; Lying In Rancho San Miguel, California

3.96 Acres ± Total Number of Parcels: 22 Lots File Number: PLP05-0011 Date: July 2016

adobe associates, inc. civil engineering | land surveying | wastewater 1220 N. Dutton, Ave., Santa Rosa, Ca. 95401 P (707) 541-2300; F (707) 541-2301

Tract No. 298, Larkfield Estates, Subdivision No. 9  
Book 93 of Maps, Pages 21-22



NOTES:  
1) All existing sanitary sewer easements shown on this sheet are to be vacated by the County of Sonoma

**Basis of Bearings:**  
S 34°07'30" E, being the bearing of the monumented centerline of Old Redwood Highway as shown on "Record of Survey" filed April 7, 1994 in Book 523 of Maps, at Page 23, Sonoma County Records.

**Bench Mark:**  
Found 3" Brass Disc stamped "CSSC" in standard street monument well casing in the centerline of Mark West Springs Road 259.15 feet westerly of the intersection with Old Redwood Highway - Elevation 160.57 NGVD 1929.

See Sheet 7 For Local Agency Required Information  
Tract No. 1061  
**Mark West Village Subdivision**

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3.96 Acres ±  
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**adobe associates, inc.**  
civil engineering | land surveying | wastewater  
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
P (707) 541-2300; F (707) 541-2301

**LEGEND:**

- Found Monument as noted
- ⊙ Found 3" Brass Disc stamped "CSSC Survey Monument" in standard monument well casing
- Set 3/4" Iron Pipe tagged PLS 5087

OR/DN Official Records/Document Number  
Distances Are Shown In Feet & Decimals Thereof  
Ties are perpendicular and/or radial, unless otherwise noted.

**REFERENCE DOCUMENTS:**

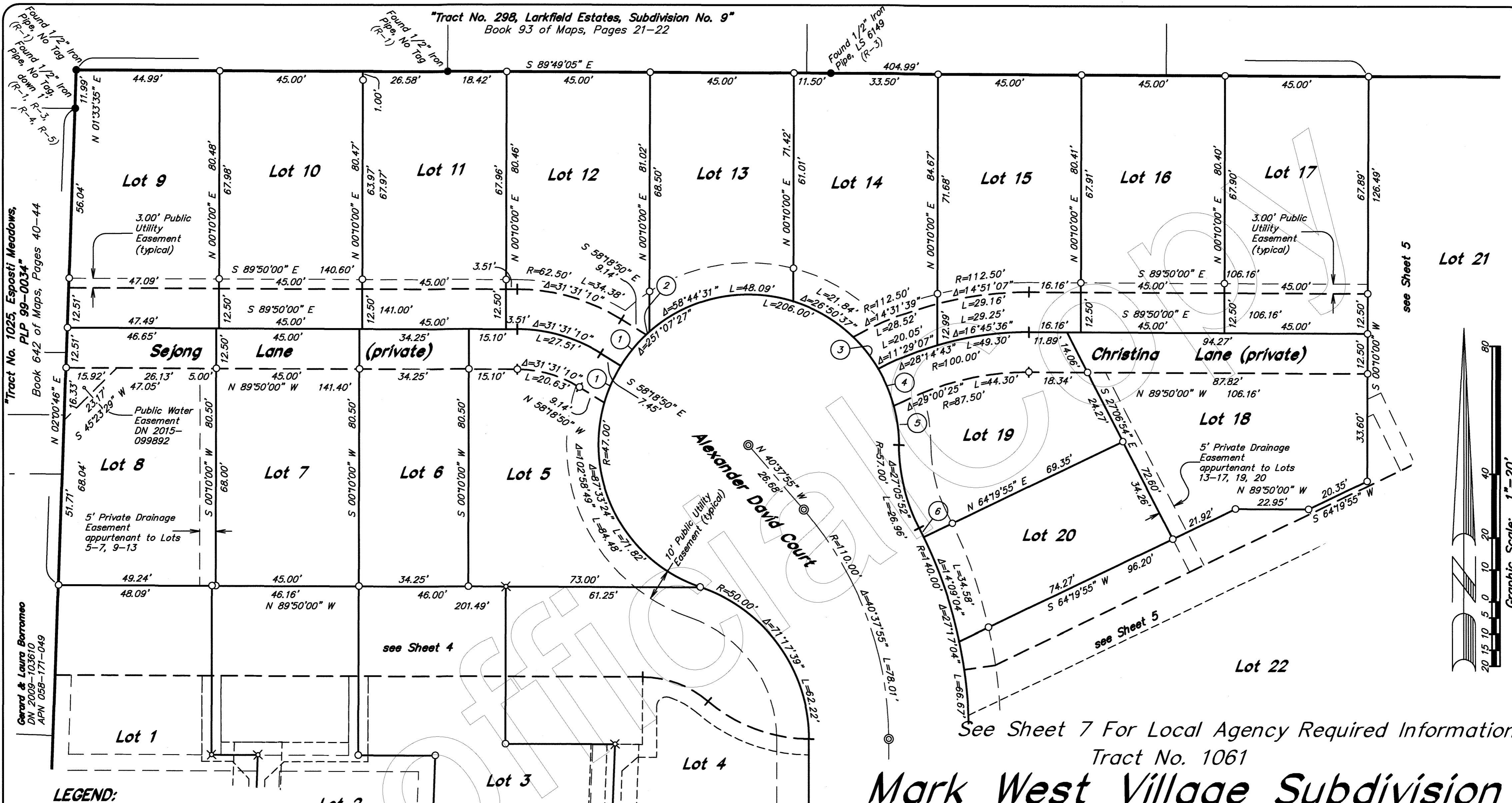
R-1 "Tract No. 298, Larkfield Estates Subdivision No. 9" filed July 18, 1963 in Book 93 of Maps, Pages 21-22, Sonoma County Records

R-2 "Sonoma County Highway, Federal Aid Secondary Project No. S-786 (6)" dated July 12, 1963, "As Built" accepted October 13, 1964 on file in the office of the Sonoma County Department of Public Works, sheet 1-28

R-3 "Record of Survey" filed April 7, 1994 in Book 523 of Maps, Page 23, Sonoma County Records

R-4 "Parcel Map No. 92-497" filed January 4, 1995 in Book 535 of Maps, Pages 4-6, Sonoma County Records

R-5 "Tract No. 1025, Esposti Meadows PLP 99-0034" filed December 12, 2002 in Book 642 of Maps, Pages 40-44, Sonoma County Records



Tract No. 1025, Esposti Meadows,  
Book 642 of Maps, Pages 40-44

Gerard & Laura Borromeo  
DN 2009-103610  
APN 058-171-049

Tract No. 298, Larkfield Estates, Subdivision No. 9  
Book 93 of Maps, Pages 21-22

**LEGEND:**

- Found Iron Pipe, as noted
  - ⊙ Found 3" Brass Disc stamped "CSSC" in standard monument well casing
  - ⊙ Set 2-1/2" Brass Disc stamped LS 5087 in standard monument well casing
  - Set 3/4" Iron Pipe tagged PLS 5087
  - ⊗ Lead & brass tag PLS 5087
- OR/DN Official Records/Document Number  
Distances Are Shown In Feet & Decimals Thereof  
Ties are perpendicular and/or radial, unless otherwise noted.

**Lot 2**

- ① R=47.00' Δ=15°25'26" L=12.65'
- ② R=47.00' Δ=01°41'18" L=1.38'
- ③ R=47.000' Δ=15°29'56" L=12.71'
- ④ R=47.00' Δ=15°21'34" L=12.60'
- ⑤ R=47.00' Δ=14°55'01" L=12.24'
- ⑥ R=140.00' Δ=01°17'06" L=3.14'

**NOTE:**

"Sejong Lane" is a Private Access Easement, Public Utility Easement, appurtenant to Lots 5-12; a Private Drainage Easement appurtenant to Lots 5-7, 9-13. It is also a Public Sanitary Sewer Easement per Document Number 2015-019337, and Public Water Easement per Document Number 2015-099892, Sonoma County Records

"Christina Lane" is a Private Access Easement, Private Drainage Easement, Public Utility Easement, appurtenant to Lots 13-21. It is also a Public Sanitary Sewer Easement per Document Number 2015-019337, and Public Water Easement per Document Number 2015-099892, Sonoma County Records

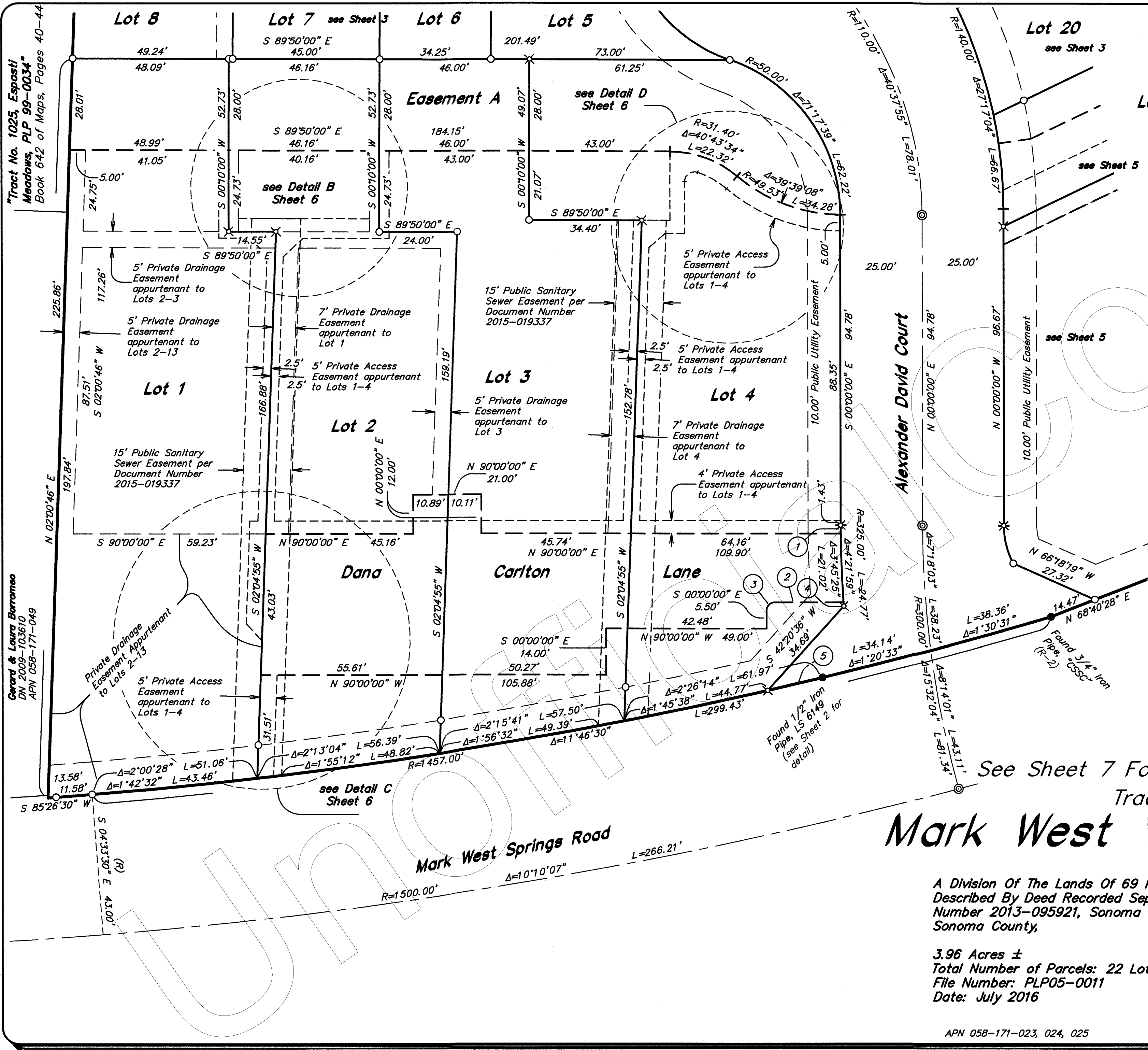
"Alexander David Court" is a Public Sanitary Sewer Easement per Document Number 2015-019337, Sonoma County Records

# Mark West Village Subdivision

A Division Of The Lands Of 69 MWS, LLC, A California Limited Liability Company As Described By Deed Recorded September 25, 2013 Under Official Records Document Number 2013-095921, Sonoma County Records; Lying In Rancho San Miguel, Sonoma County, California

3.96 Acres ±  
Total Number of Parcels: 22 Lots  
File Number: PLP05-0011  
Date: July 2016

**adobe associates, inc.**  
civil engineering | land surveying | wastewater  
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
P (707) 541-2300; F (707) 541-2301



**LEGEND:**

- Found Iron Pipe, as noted
- ⊙ Found 3" Brass Disc stamped "CSSC" in standard monument well casing
- ⊙ Set 2-1/2" Brass Disc stamped LS 5087 in standard monument well casing
- Set 3/4" Iron Pipe tagged PLS 5087
- ⊗ Lead & brass tag PLS 5087

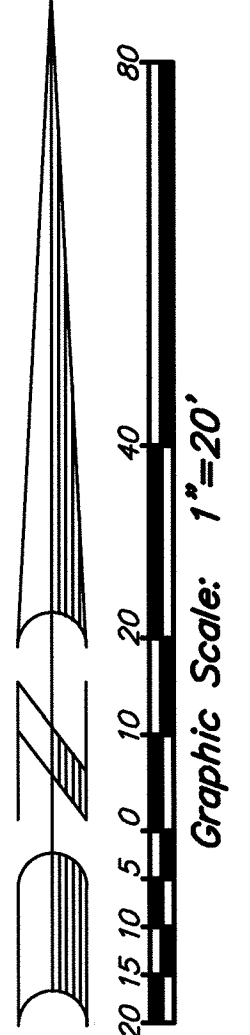
OR/DN Official Records/Document Number  
Distances Are Shown In Feet & Decimals Thereof  
Ties are perpendicular and/or radial, unless otherwise noted.

**NOTE:**

"Dana Carlton Lane" is a Private Access Easement, Private Parking Easement, Private Drainage Easement, Public Utility Easement, Private Trash Collection Easement appurtenant to Lots 1-4

"Easement A" is a Private Access Easement appurtenant to Lots 1-4, a Private Drainage Easement appurtenant to Lots 1-13

- ① R=325.00' Δ=00°27'14" L=2.57'
- ② S 90°00'00" W 21.08'
- ③ R=2.50' Δ=00°00'00" L=3.93'
- ④ R=325.00' Δ=00°34'13" L=3.23'
- ⑤ R=1457.00' Δ=00°40'36" L=17.20'



See Sheet 7 For Local Agency Required Information  
Tract No. 1061  
**Mark West Village Subdivision**

A Division Of The Lands Of 69 MWS, LLC, A California Limited Liability Company As Described By Deed Recorded September 25, 2013 Under Official Records Document Number 2013-095921, Sonoma County Records; Lying In Rancho San Miguel, Sonoma County, California

3.96 Acres ±  
Total Number of Parcels: 22 Lots  
File Number: PLP05-0011  
Date: July 2016

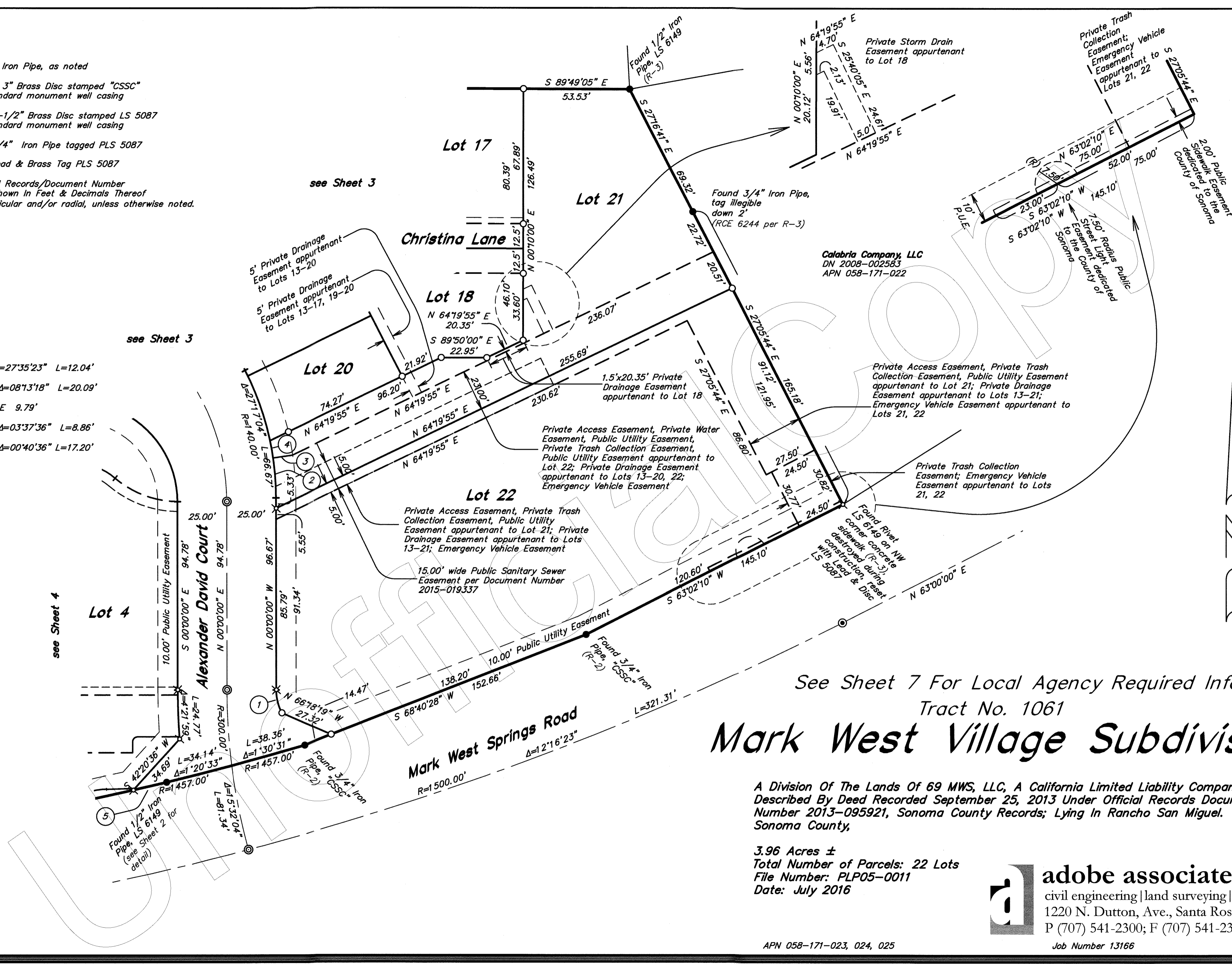
**adobe associates, inc.**  
civil engineering | land surveying | wastewater  
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
P (707) 541-2300; F (707) 541-2301

**LEGEND:**

- Found Iron Pipe, as noted
- ⊙ Found 3" Brass Disc stamped "CSSC" in standard monument well casing
- ⊙ Set 2-1/2" Brass Disc stamped LS 5087 in standard monument well casing
- Set 3/4" Iron Pipe tagged PLS 5087
- ✕ Set Lead & Brass Tag PLS 5087

OR/DN Official Records/Document Number  
 Distances Are Shown In Feet & Decimals Thereof  
 Ties are perpendicular and/or radial, unless otherwise noted.

- ① R=25.00' Δ=27°35'23" L=12.04'
- ② R=140.00' Δ=08°13'18" L=20.09'
- ③ N 81°58'38" E 9.79'
- ④ R=140.00' Δ=03°37'36" L=8.86'
- ⑤ R=1457.00' Δ=00°40'36" L=17.20'

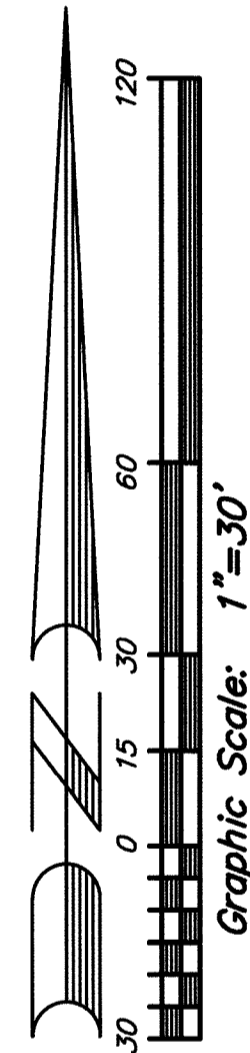


see Sheet 3

see Sheet 3

see Sheet 4

**Calabria Company, LLC**  
 DN 2008-002583  
 APN 058-171-022



See Sheet 7 For Local Agency Required Information  
 Tract No. 1061

# Mark West Village Subdivision

A Division Of The Lands Of 69 MWS, LLC, A California Limited Liability Company As Described By Deed Recorded September 25, 2013 Under Official Records Document Number 2013-095921, Sonoma County Records; Lying In Rancho San Miguel, Sonoma County, California

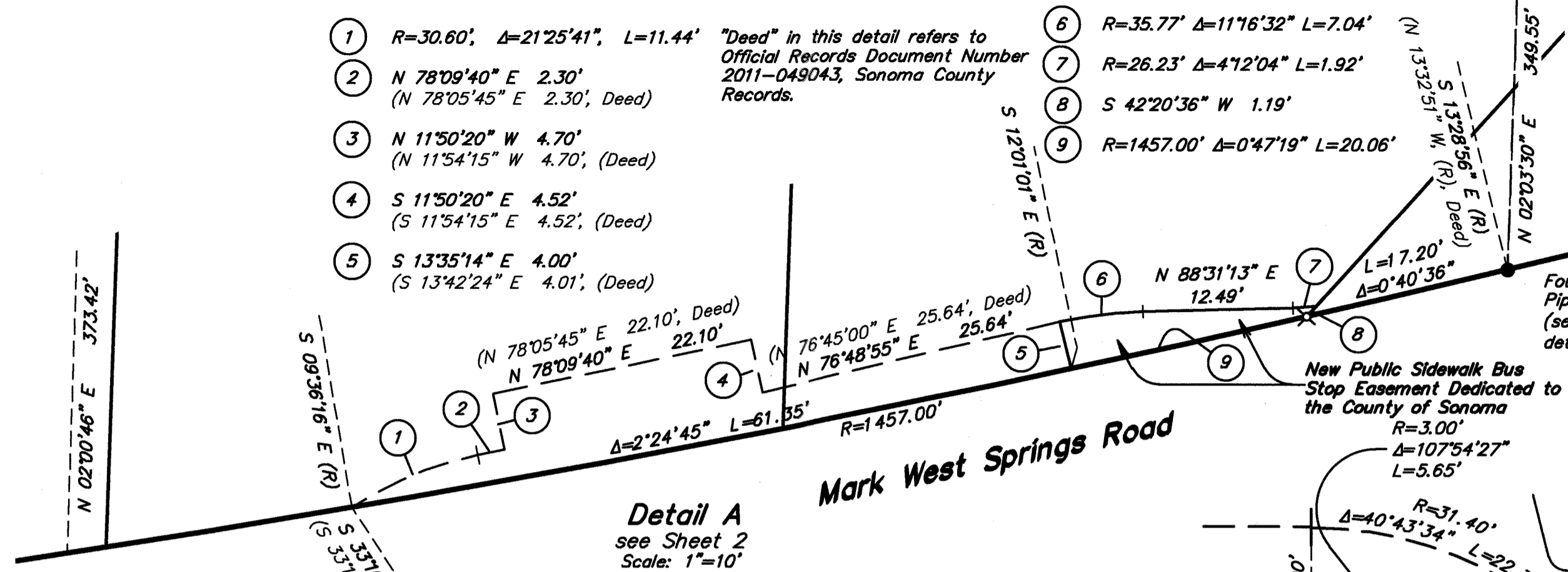
3.96 Acres ±  
 Total Number of Parcels: 22 Lots  
 File Number: PLP05-0011  
 Date: July 2016



**adobe associates, inc.**

civil engineering | land surveying | wastewater  
 1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
 P (707) 541-2300; F (707) 541-2301

- ① R=30.60', Δ=21°25'41", L=11.44' "Deed" in this detail refers to Official Records Document Number 2011-049043, Sonoma County Records.
- ② N 78°09'40" E 2.30' (N 78°05'45" E 2.30', Deed)
- ③ N 11°50'20" W 4.70' (N 11°54'15" W 4.70', (Deed))
- ④ S 11°50'20" E 4.52' (S 11°54'15" E 4.52', (Deed))
- ⑤ S 13°35'14" E 4.00' (S 13°42'24" E 4.01', (Deed))
- ⑥ R=35.77' Δ=11°16'32" L=7.04'
- ⑦ R=26.23' Δ=4°12'04" L=1.92'
- ⑧ S 42°20'36" W 1.19'
- ⑨ R=1457.00' Δ=0°47'19" L=20.06'



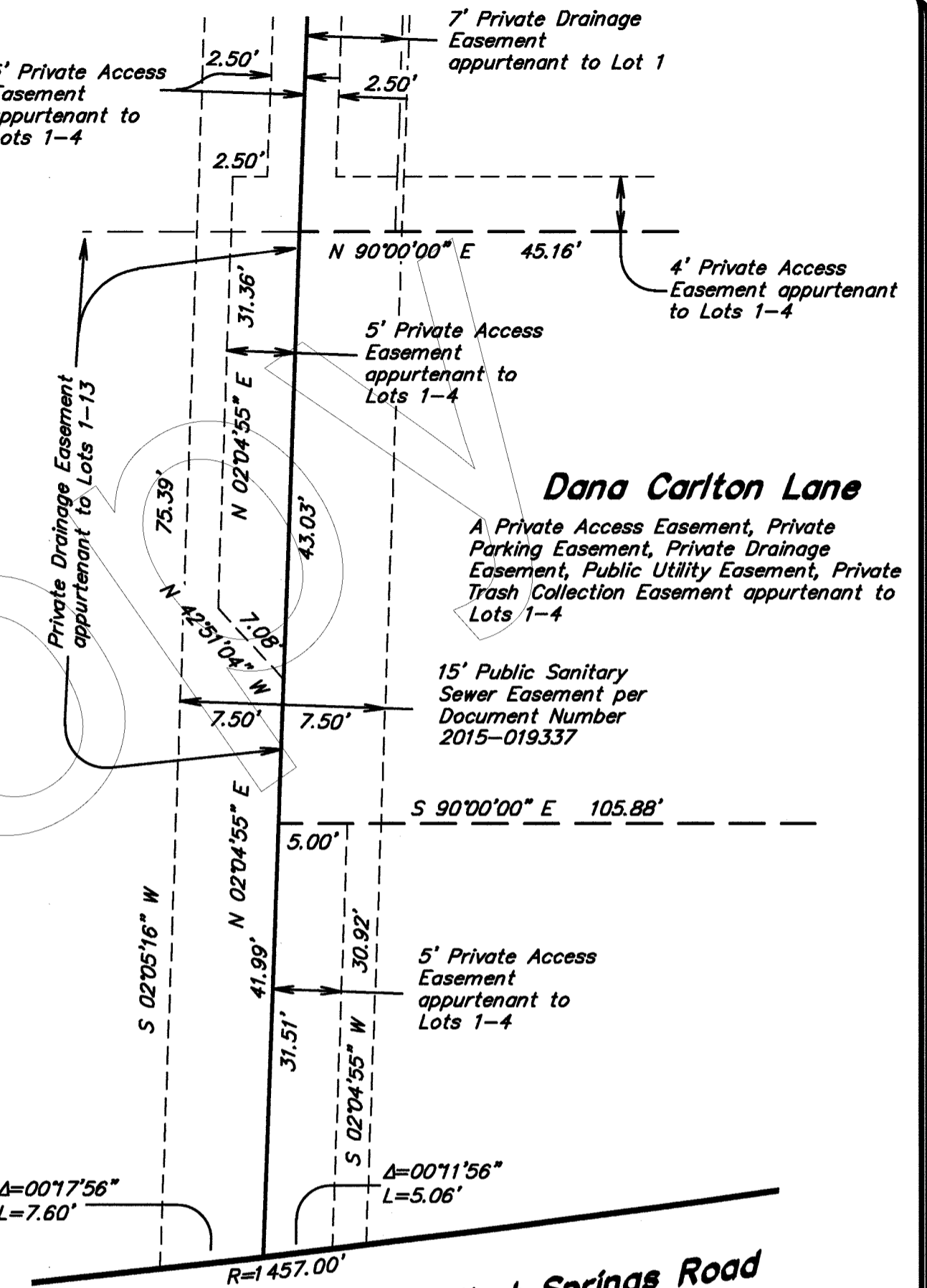
**Detail A**  
see Sheet 2  
Scale: 1"=10'

**"Grant of Sidewalk Easement (Bus Stop)"**  
recorded June 08, 2011 under Official Records Document Number 2011-049043, Sonoma County Records

Found 1/2" Iron Pipe, LS 6149 (see Sheet 2 for detail) (R-3)

**New Public Sidewalk Bus Stop Easement Dedicated to the County of Sonoma**  
R=3.00'  
Δ=107°54'27"  
L=5.65'

**Easement A**  
A Private Access Easement appurtenant to Lots 1-4,  
A Private Drainage Easement appurtenant to Lots 2-13



**Dana Carlton Lane**

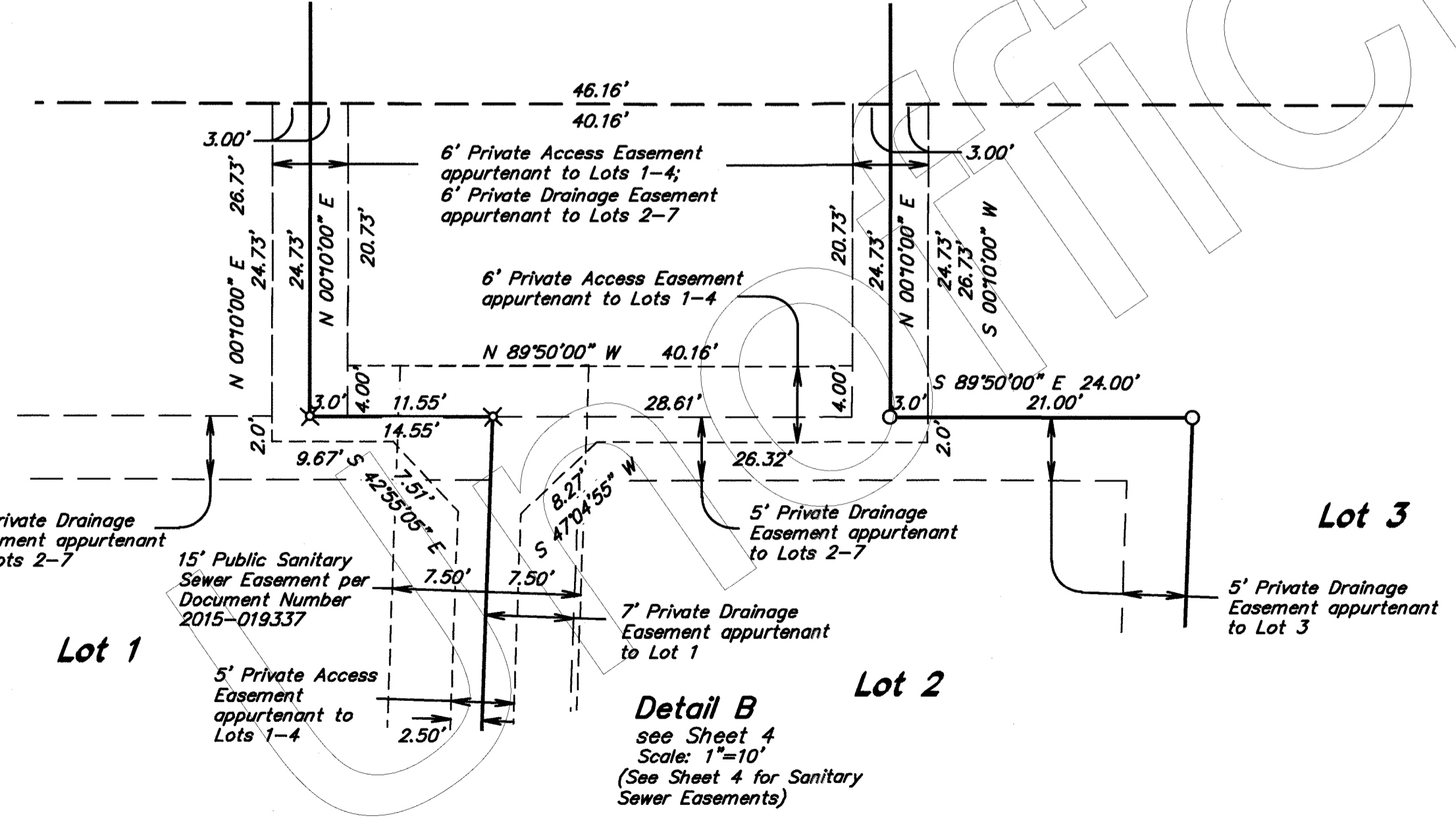
A Private Access Easement, Private Parking Easement, Private Drainage Easement, Public Utility Easement, Private Trash Collection Easement appurtenant to Lots 1-4

15' Public Sanitary Sewer Easement per Document Number 2015-019337

**Detail D**  
see Sheet 4  
Scale: 1"=10'  
(See Sheet 4 for Sanitary Sewer Easements)

**Detail C**  
see Sheet 4  
Scale: 1"=10'  
(See Sheet 4 for Sanitary Sewer Easements)

**Easement A**  
A Private Access Easement appurtenant to Lots 1-4,  
A Private Drainage Easement appurtenant to Lots 2-13



See Sheet 7 For Local Agency Required Information

Tract No. 1061

# Mark West Village Subdivision

A Division Of The Lands Of 69 MWS, LLC, A California Limited Liability Company As Described By Deed Recorded September 25, 2013 Under Official Records Document Number 2013-095921, Sonoma County Records; Lying In Rancho San Miguel, California

3.96 Acres ±  
Total Number of Parcels: 22 Lots  
File Number: PLP05-0011  
Date: July 2016

**adobe associates, inc.**  
civil engineering | land surveying | wastewater  
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
P (707) 541-2300; F (707) 541-2301

## Local Agency Required Information

All "Agency Required Information" is for informational purposes describing conditions as of the date of filing of this map, and is not intended to affect record title interest. Such information is derived from public records and reports, and inclusion hereon does not imply the correctness or sufficiency of those records. All such information is subject to change, alteration or variance in accordance with State, County and/or local ordinances and local agency regulations and procedures.

- 1) New construction on the parcels associated with this approval is subject to payment of development fee (Traffic Mitigation Fee) to the County of Sonoma before issuance of any building permits, as required by Section 26, Article 9B of the Sonoma County Code.
- 2) Prior to issuance of grading or building permits, the applicant shall submit proof to the Sanitation Section of the Permit and Resource Management Department that the approval of the local entity providing public water service is still valid.
- 3) Sewer Connection Permits for each lot in the subdivision shall be obtained from the Sonoma County Permit and Resource Management Department, along with building permits, Sewer connections shall be inspected and approved by the Sanitation Section of the Sonoma County Permit and Resource Management Department prior to Occupancy.
- 4) Water Connection Permits for each lot in the subdivision shall be obtained from the Cal American Water Company, along with building permits, and sewer connections shall be inspected and approved by the Sonoma County Permit and Resource Management Department prior to Occupancy.
- 5) Prior to issuance of a grading or building permit, the applicant shall submit for review and approval the grading and drainage Improvement Plans necessary for the proposed project. Drainage improvements shall be designed in accordance with the Sonoma County Water Agency Flood Control Design Criteria. The Improvement Plans shall also include erosion control measures, notes, and details to prevent damages and minimize impacts to the environment.
- 6) The applicant shall pay all applicable development fees prior to issuance of building permits.
- 7) New residential construction on these parcels is subject to payment of parkland fees in accordance with Section 25-58, et. seq. of the Sonoma County Subdivision Ordinance. Evidence that fees are paid shall be provided to the Regional Parks Department prior to the issuance of building permits.
- 8) Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshall/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building site(s), addressing, water fire hydrant flow for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to the Permit and Resource Management Department from the County Fire Marshall/Local Fire Protection District.
- 9) In the event that archaeological features such as culturally modified soil deposits or artifacts, including trash pits older than fifty years of age, are discovered at any time during grading, scraping or excavation within the property, all work should be halted in the vicinity of the find. The Northwest Information Center (707-664-0880) and the PRMD Project Review Manager (707-565-1900) shall be notified, and a qualified archaeologist should be contacted immediately to make an evaluation.

If warranted by the discovery of a concentration of artifacts or soil deposits, further work in the discovery area should be monitored by an archaeologist. Artifacts that are typically found associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic features include hearths, firepits, or house floor depressions whereas typical mortuary features are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than 50 years of age.

If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and the PRMD Project Review Manager (707-565-1900), County Coroner (707-664-05880) and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American and prehistoric, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated.

- 10) Minor changes/expansion of building footprints may be approved by PRMD or the County Design Review Committee.
- 11) All lots exempt from County affordable housing impact fees - Project (PLP05-0011) met County's inclusionary housing ordinance requirements.
- 12) Lots 5-20 are required to bring solid waste and recycle containers to Alexander David Court for collection.
- 13) A Soil Investigation report was prepared for this project by Young Engineering Services, 132 Boas Drive, Santa Rosa, Ca. 95409, (tel. 538-7503) dated March 27, 2007 and a Supplemental letter dated December 23, 2014.
- 14) Prior to issuance of a building permit for the first new market-rate dwelling unit, the applicant/developer shall post security in the form of a bond, cash deposit or other form acceptable to the County Counsel to assure that the required frontage landscape planting and irrigation improvements are completely constructed in accordance with the construction documents approved by the Design Review Committee. The applicant/developer shall enter into an agreement with the County which provides for the frontage landscape planting and irrigation improvements to be completed in accordance with the construction documents approved by the Design Review Committee prior to occupancy of the first new market-rate dwelling unit.

## Local Agency Required Information Sheet

Tract No. 1061

# Mark West Village Subdivision

A Division Of The Lands Of 69 MWS, LLC, A California Limited Liability Company As Described By Deed Recorded September 25, 2013 Under Official Records Document Number 2013-095921, Sonoma County Records; Lying In Rancho San Miguel, California

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civil engineering | land surveying | wastewater  
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
P (707) 541-2300; F (707) 541-2301



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 17**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

Johannes J. Hoevertsz (707) 565-2231

**Supervisorial District(s):**

Fourth

**Title:** Charles M. Schulz – Sonoma County Airport Commercial Lease Policy

### **Recommended Actions:**

Adopt a resolution approving the Airport Commercial Lease Policy for all commercial leasing activities at the Charles M. Schulz – Sonoma County Airport.

### **Executive Summary:**

The Department of Transportation and Public Works requests the adoption of the Airport Commercial Lease Policy that will guide all commercial lease activity on the Charles M. Schulz – Sonoma County Airport. This policy was created, at the Board of Supervisors' direction, to promote the best use of Airport land, standardize lease negotiations, and promote transparency and consistency in commercial leasing transactions. This policy also supports the Federal Government's recommendation for airports to establish land use policies in order to safeguard eligibility for federal grants.

### **Discussion:**

The Commercial Lease Policy (Policy) establishes the criteria and standards for commercial leasing activity at the Charles M. Schulz – Sonoma County Airport (Airport). There are various types of commercial leasing available at the Airport divided into two main categories: aeronautical and non-aeronautical activity. Within each category, commercial leasing types are further defined as ground leases, hangar leases, facility leases, industrial/office leases, concession leases and agreements, and commercial air service leases and agreements.

The proposed Policy will promote the best use of Airport land by identifying the appropriate category and lease type for allowable activities on Airport property. The Policy also provides interested parties the various costs associated with the creation of a new lease and the procedures necessary to complete it. The Policy will also standardize lease negotiations for new and existing tenants by providing the criteria for rates and charges, length of term, rent increases, and construction requirements. Finally, the Policy promotes transparency and consistency in commercial leasing activities by establishing standards



that will apply to existing tenants and new tenants alike. The FAA regulates Airports to apply all terms to all airport users without unjust discrimination.

The Federal Aviation Administration (FAA) recommends that airports create and adopt land use policies in observance with Federal law, the Airport Layout Plan and the Master Plan and this Policy supports that recommendation. The proposed Policy also includes FAA-required contract language for all land transactions, including leases. Federal laws and regulations require that recipients of federal grants include specific contract provisions in certain contracts. FAA does not approve leases, but scrutinizes them to determine if they violate any of an airport's obligations attached to federal grants.

The Aviation Commission, a seven-member committee that serves as an advisory body to the Board of Supervisors, reviewed the proposed Policy and there were no comments or revisions required. After the Aviation Commission meeting, Airport staff did not receive any communications regarding public or lessee concerns. In addition, Airport staff, Airport management, adjunct counsel, and County Counsel reviewed and revised the Policy before its submission to the Board of Supervisors.

**Prior Board Actions:**

None

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

The Commercial Lease Policy establishes the standard for all commercial lease transactions at the Airport. It will provide uniform guidance to all stakeholders interested in leasing land while continuing to meet the financial needs of the Airport.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>0.00</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>0.00</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
There is no fiscal impact related to this item. This is an administrative recommendation to maintain a leasing program at the Airport.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Resolution; Charles M. Schulz – Sonoma County Airport Commercial Lease Policy			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



County of Sonoma  
State of California

Date: January 23, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Approving a New Commercial Lease Policy for the Charles M. Schulz - Sonoma County Airport**

**Whereas**, the Department of Transportation and Public Works requests the adoption of the Airport Commercial Lease Policy that will guide all commercial lease activity on the Charles M. Schulz – Sonoma County Airport; and

**Whereas**, this policy was created to: promote the best use of Airport land; standardize lease negotiations; and promote transparency and consistency in commercial leasing transactions at the Charles M. Schulz – Sonoma County Airport; and

**Whereas**, the Federal Aviation Administration requires that airports receiving federal grant assistance develop, maintain, and utilize a uniform Commercial Lease Policy for airport tenants;

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma approves and adopts the Airport Commercial Lease Policy for all commercial leasing at the Charles M. Schulz – Sonoma County Airport.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

# COMMERCIAL LEASING POLICY

CHARLES M. SCHULZ – SONOMA COUNTY AIRPORT

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SEPTEMBER 2017

Approved by the Sonoma County Board of Supervisors

on \_\_\_\_\_, \_\_, 2018



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## INTRODUCTION

This policy manual is specifically designed for the Commercial Leasing program at the Charles M. Schulz – Sonoma County Airport (“Airport”) located in Santa Rosa, California. This policy addresses the various types of commercial lease agreements utilized by the County of Sonoma (“County”) with current and future entities conducting business at the Airport. It discusses the steps in negotiating, preparing and executing commercial leases and provides guidelines for Airport business decisions. The intended users of this manual are County/Airport personnel and all interested stakeholders.

As an Airport Sponsor, the County is the recipient of federal grants including Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants. By accepting FAA administered airport development assistance the County has assumed federal obligations that are mandated by federal statute and incorporated in federal grant agreements and property conveyance instruments. A goal of this Commercial Leasing Policy is to maintain compliance with the County’s federal obligations and to insure uniformity and consistency of County activities and actions in specific real estate agreements at the Airport.

The County reserves the right to deviate from this Commercial Leasing Policy regarding any commercial lease subject for any reason and at any time in its sole discretion. In the event of any inconsistency between the provisions of any commercial lease or a competitive lease solicitation and this Commercial Leasing Policy, the provisions in the commercial lease or competitive lease solicitation will prevail.

**NOTE.** Entities wishing to rent tie-downs, shade hangars, T-hangars or spaces in one of the Airport’s hangars solely for short-term (e.g. month-to-month) storage of aircraft, and who do not desire or need significant leasehold improvements or other special accommodations, are exempt from this policy.

## TERMINOLOGY

For purpose of this Commercial leasing Policy, the following definitions shall apply:

“Airport” — the Charles M. Schulz – Sonoma County Airport.

“Airport Manager” – the manager of the Charles M. Schulz – Sonoma County Airport or his or her duly authorized representative.

“ALP” (“Airport Layout Plan”) – The FAA approved plan of the Airport depicting the layout of existing and proposed Airport facilities.



“Board of Supervisors (Board)” – means the Sonoma County Board of Supervisors.

“Capital Investment” – means a tenant’s proposed new monetary investment in (a) the construction of new permanent facilities and/or (b) permanent improvements made to existing facilities located on the leasehold premises. Payment for the repair and maintenance of facilities and equipment on the leasehold premises is not a “Capital Investment”.

“Commercial Activity” – any activity conducted at the Airport, including commercial aeronautical activity, for the purpose of obtaining revenue, earnings, income, and/or compensation of any kind, including the exchange of goods or services for goods or services (barter), whether or not such objectives are accomplished.

“Commercial Aeronautical Activity -- an activity which involves, makes possible, supports or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, and includes those activities provided by either a Full Service Fixed Based Operator or a limited service Fixed Based Operator, the purpose of such activity being to secure earnings, income, compensation, or profit (including the exchange of services for goods or services), whether or not such objective(s) are accomplished. Commercial aeronautical activities other than those listed in the Minimum Standards may be approved by the Airport Manager in accordance with Section 2.13 4 of the Airport’s Minimum Standards.

“Contract” – a written agreement that is enforceable by law.

“County” – the County of Sonoma, California.

“Development Standards” -- the written standards adopted by the County to promote consistent site planning, architectural design, and visual appearance of buildings and improvements constructed on the Airport.

“Entity” – any person, firm, partnership, corporation, limited liability company, company, association, joint stock association, body politic, or any other organization of persons.

“FAA” -- Federal Aviation Administration of the United States government.

“FBO” (“Fixed Base Operator”) – a Commercial Aeronautical Operator authorized by the Airport to provide one or more commercial aeronautical services such as fueling, aircraft maintenance, aircraft storage, ground and flight instruction, and other aeronautical services or products, to the public from a location on the Airport that has been approved by the Airport Manager.

“Lease” – a written agreement for the possession and use of real or personal property, for any purpose including conducting aeronautical and/or non-aeronautical activities at the Airport.





“Leased Premises” -- real property, including improvements, that are the subject of a written Lease Agreement.

“Master Plan” -- the current adopted Master Plan for the Airport, including the current Airport Layout Plan (ALP).

“Minimum Standards” -- the Airport’s adopted Minimum Standards for Aeronautical Service Providers.

“Operating Agreement” -- a written agreement with the County authorizing a person or entity to conduct specified activities at the Airport, includes aeronautical and/or non-aeronautical activities, for commercial and/or non-commercial purposes. A Lease and an Operating Agreement may be combined into a single agreement.

“Reversionary Interest”- the County of Sonoma’s sole right and title to all real property and improvements thereupon at the termination or expiration of any lease, which shall include hangars, buildings, and any other fixtures permanently affixed to the real property by tenant or any other party, with the exception of trade fixtures to the extent that the lease allocates ownership at lease termination or expiration to lessee.

“Sponsor” -- the County of Sonoma, as the owner and operator of the Charles M. Schulz – Sonoma County Airport.

“Sublease” -- a written agreement, approved as required by the County, stating the terms and conditions under which a third party Commercial Operator leases all or a portion of a Lessee’s Leased Premises for a specified period of time, for the purpose of conducting approved aeronautical and/or non-aeronautical activities and/or providing aeronautical services at the Airport.

“Tenant/Lessee” -- the entity renting or leasing land and/or improvements at the Airport pursuant to a written agreement with the County.

## **AUTHORITY TO LEASE**

The Airport is owned and operated by the County of Sonoma. Subject to change over time and upon further action of the Board of Supervisors, the authority to lease property at the Airport is held by the Sonoma County Board of Supervisors. The Sonoma County Board of Supervisors has delegated authority to the Airport Manager, by Resolution<sup>1</sup> and by Ordinance<sup>2</sup>, to execute certain leases, licenses and operating agreements for activities to be conducted on and for the Airport. The Airport Manager is authorized to execute:

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<sup>1</sup> Sonoma County Board Resolution Number 14-0436 dated October 22, 2014.

<sup>2</sup> Sonoma County Ordinance Sec. 2-172.



- Month-to-month leases and license agreements;
- Concession agreements on a month-to-month basis for no longer than eighteen (18) months in duration;
- Operating agreements for commercial activities on a month-to-month basis for no longer than twelve (12) months in duration; and
- Leases under ten thousand dollars (\$10,000) in value and less than ten (10) years in duration.

## USE OF AIRPORT LAND

The Airport is obligated under the FAA Grant Assurance 22 to provide access to all aeronautical users. Under FAA policy, the Airport may allow non-aeronautical uses if such uses support the Airport’s efforts to become financially self-sustaining. Non-aeronautical use is subordinate to all aeronautical activity. Leasing for residential use (temporary or permanent) is strictly prohibited unless approved by the Airport Manager. A commercial lease activity will be categorized as either an aeronautical or non-aeronautical use as described below.

- ***AERONAUTICAL USE***

FAA policy defines “aeronautical use” as all activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses.<sup>3</sup>

The Airport’s Minimum Standards define Aeronautical Activity as “Any activity that involves, makes possible, supports or is required for the operation of aircraft, or that contributes to or is required for the safety of aircraft operations. Within this definition, aeronautical activities commonly conducted on airports include but are not limited to air taxi and charter operations; pilot training; aircraft rental; aerial photography; aerial surveying and patrol; aircraft and parts sales and service; aircraft storage and tiedowns; sale of aviation fuels and petroleum products; provision of line services; repair, maintenance, and overhaul of airframes and power plants; air ambulance and emergency services; avionics and aircraft instrument sales and service; and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.”<sup>4</sup>

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<sup>3</sup> FAA Policy Regarding Airport Rates and Charges. 78 Federal Register Page 55,331 (Sept. 10, 2013).

<sup>4</sup> Minimum Standards. Page 4.



- ***NON-AERONAUTICAL USE***

All other uses of the airport are considered non-aeronautical. Aviation-related uses that do not have to be located on an airport, such as flight kitchens and airline reservation centers, are considered non-aeronautical uses. Non-aeronautical uses include public parking, rental cars, ground transportation, as well as terminal concessions such as food and beverage and news and gift shops. Federal law and policy on reasonableness of fees and other terms of airport access do not apply to non-aeronautical uses.<sup>5</sup>

The main group of non-aeronautical use is concessions – food and beverage; advertising; retail, news, gift, specialty and duty free shops; parking; ground transportation; and rental car agencies. Other non-aeronautical uses at the Airport include ground leases for commercial office and warehouse development and the direct leasing of Airport owned commercial office/warehouse suites.

## **CATEGORIES OF COMMERCIAL LEASES**

The following types of commercial leases are used at the Airport:

- ***AERONAUTICAL COMMERCIAL GROUND LEASE***

This type of lease is utilized for commercial aeronautical uses when a prospective tenant proposes to build or owns an existing improvement (e.g. hangar, building, etc.) on the Airport property during the term of the lease. The lease term granted by the Airport will be dependent upon the amount of the new capital investment in the improvements within the leased premises that is committed to by the prospective tenant. The Airport will utilize the formula referenced in the Capital Investments section of this policy to determine the lease term. All improvements constructed on Airport property during the applicable lease term (e.g. hangars) will become County property when the lease terminates.

- ***AERONAUTICAL COMMERCIAL HANGAR LEASE***

This type of commercial lease agreement is utilized when a commercial operator proposes to lease improvements (e.g. hangar, building, etc.) that are owned by the Airport for commercial aeronautical use. Generally the term for this type of lease is five (5) years. A lease term greater than five (5) years may be granted in cases where a commercial operator commits to make new capital investments in the improvements or on the Airport property. The Airport will utilize the formula referenced in the Capital Investments section of this policy to determine the lease term.

---

<sup>5</sup> FAA Order 5190.6B. Section 18.3 c. Page 18-2.



- ***NON-AERONAUTICAL COMMERCIAL GROUND LEASE***

This type of commercial lease agreement is utilized when a commercial operator either (1) owns an improvement (e.g. office, industrial building, etc.) located on Airport land or (2) proposes to build an improvement (e.g. office, industrial building, etc.) on Airport land. The lease term for this type of lease is dependent upon the capital investment made by the tenant in the improvements to be constructed. The Airport will utilize the formula referenced in the Capital Investments section of this policy to determine the lease term. Ownership of the improvements will transfer to the County when the lease terminates. Rental rates for non-aeronautical uses are generally higher than non-aeronautical rates.

- ***NON-AERONAUTICAL IMPROVEMENT LEASE***

This type of commercial lease agreement is utilized when a commercial operator proposes to lease and use Airport owned improvements (e.g. office, industrial building, etc.) for commercial non-aeronautical use. Generally the term for this type of lease is five (5) years. New capital investment in improvements is required to qualify for a lease term greater than five (5) years. The Airport will utilize the formula referenced in the Capital Investments section of this policy to determine the lease term. Rental rates for non-aeronautical use are generally higher than non-aeronautical rates.

- ***INDUSTRIAL/OFFICE LEASE***

This type of commercial lease agreement is utilized when a commercial operator proposes to lease and use a defined portion of an Airport-owned improvement (e.g. office or industrial building) in common with other Tenants of the improvement. Generally the term for this type of lease is five (5) years. Rental rates for non-aeronautical use are generally higher than aeronautical rates.

- ***CONCESSION LEASE AND OPERATING AGREEMENT***

In addition to the procedures in this policy, the procurement and specialized lease practices for Concession Leasing are outlined in the Airport Concession Policy.

- ***COMMERCIAL AIRLINE LEASE AND OPERATING AGREEMENT***

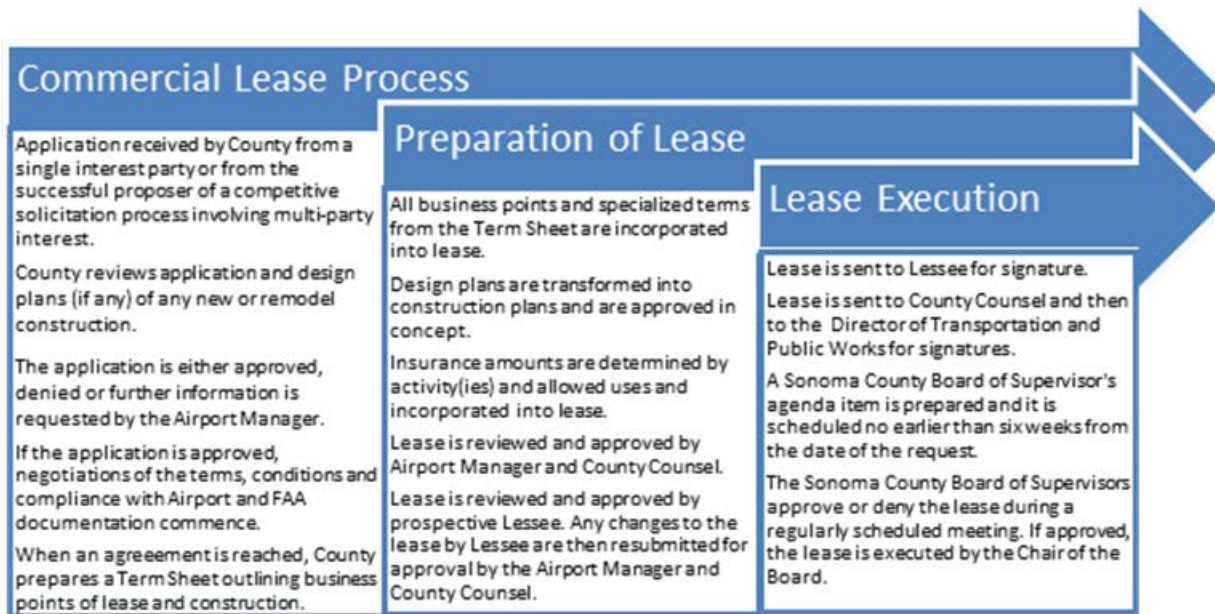
Procedures for Commercial Airline Leasing are not included in the scope of this document.

## **PROCEDURES IN COMMERCIAL LEASING**

The following diagram represents the common procedure of the Airport in the processing of a



commercial lease. All leases are unique in respect to the timeline of completing a lease.



• **APPLICATION**

All entities interested in leasing commercial property shall complete the Airport’s [Commercial Activity Application](#). The Airport will review and evaluate the application within thirty (30) business days after receipt of a complete application and the required application fee. An application must be complete to permit the County to adequately review and consider each request. The County, in its sole judgment, may approve or reject any application for commercial leasing at the Airport. Applications shall be evaluated to determine the consistency of the proposed lease with applicable law and policy, and applicants’ operational and financial ability to perform the agreement as proposed.

• **APPLICATION FEES**

Non-refundable application fees are collected to cover a portion of the administrative costs to process leases. A current list of the types of leases and their associated application fees can be found in the Airport’s current Rates and Charges, as explained below.

• **RATES AND CHARGES**

FAA Grant Assurance 24 requires the Airport to maintain a fee and rental structure for



the facilities and services at the Airport, which will make the Airport as self-sustaining as possible.<sup>6</sup> The rate and charges are initiated by the Airport and adopted annually by the Sonoma County Board of Supervisors. Land rates for aeronautical ground leases are listed within the approved rates and charges. Non-aeronautical rates and charges may be negotiated outside of the County’s approved rates and charges, but shall be at a higher rate than the corresponding rate for aeronautical uses.

Rates and charges for concession items are listed in the Airport Concession Policy.

Every lease will provide for annual rent increases. During the process of negotiating lease terms, a prospective tenant will be permitted to choose between two methods for calculating annual rent increases during the term of the lease: (a) annual consumer price index (CPI) increases based upon the San Francisco, Oakland and San Jose all consumer index with each increase at a minimum of two (2) percent and a maximum of six (6) percent regardless of the CPI increase; or (b) an annual four (4) percent increase.

- ***LEASE PROTOCOLS***

It shall be the practice of the County to conduct a competitive process to identify entities interested in leasing real property that is or is anticipated to become available, and to evaluate proposed uses of such property for feasibility and consistency with airport and FAA policies and goals. Absent special circumstances, Airport staff shall solicit interest in leasing Airport property either through a request for statements of interest or request for proposals, and shall evaluate proposals under the terms of this Leasing Policy.

Under certain circumstances, and where such agreement would be consistent with applicable law and FAA requirements, the Airport manager may engage in negotiation of leases or lease extensions with existing tenants without competitive process, subject to final approval by the Board of Supervisors. The County may negotiate lease extensions or new leases with an occupying Tenant when (a) it is in the best interest of the Airport for operational or financial reasons, (b) the property is not needed for Airport development, and (c) the tenant’s occupancy is in good standing with the Airport. If a tenant has ceased to occupy the property and has subleased the entire lease premises (with prior written approval from the Airport), the County may negotiate a new lease with the approved sub-lessee, provided (a) the County has not received written notice of interest in the land or improvements of the expiring lease from third parties, (b) the property is not needed for Airport development, and (c) the subtenant is in good

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<sup>6</sup> FAA Airport Sponsors Assurances 3/2014



standing with the Airport. In some instances, current tenants leasing land which adjoins a vacant parcel that is not needed for Airport development may be given the first opportunity to make a proposal to lease the adjoining parcel where such tenants may be uniquely able to maximize the utility of such vacant parcel.

All leases must be consistent with the Airport Master Plan, the Airport Layout Plan, applicable FAA policy, and the Airport’s evaluation of the prospective tenant’s use of the property.

- **TERM**

The County will adhere to FAA policy guidance and sound fiscal practices in determining the term of any lease agreement for Airport property or improvements. The maximum term available (including all extensions and options) for any lease at the Airport shall be no more than forty (40) years.

**NEW TENANT:** The minimum term allowable for a commercial lease is five (5) years. The maximum term allowable (including all extensions and options) for all leases at the Airport shall be no more than forty (40) years in duration. FAA views most ground leases with a term of thirty (30) to thirty-five (35) years as a sufficient duration.<sup>7</sup> California law also restricts the length of lease terms for airport property.<sup>8</sup>

The following criteria are evaluated in connection with establishing the length of the term of a lease agreement: (a) the tenant’s proposed new monetary investment in capital improvements on the lease premises; and (b) the service and/or goods the commercial operator will provide at the Airport. Section [“Capital Investment”](#) addresses the current formula used by the County to establish the lease term based upon the proposed tenant’s capital investment in improvements on the leasehold property.

**ESTABLISHED TENANT:** When a lease is expiring and the tenant wishes to continue to occupy the lease premises, the tenant shall submit a request for a new lease at least six (6) months prior to the end of their current lease term. The County will evaluate the

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<sup>7</sup> FAA policy states, “Leases exceeding 50 years may be considered a disposal of the property in that the term of the lease will likely exceed the useful life of the structures erected on the property.” FAA Order 5190.6B – Chapter 12.

<sup>8</sup> California Government Code Section 50478. A local agency may lease or sublease property owned, leased, or otherwise controlled by it for not to exceed 50 years for airport purposes or purposes incidental to aircraft, including:

- (a) Manufacture of aircraft, airplane engines, and aircraft equipment, parts, and accessories.
- (b) Construction and maintenance of hangars, mooring masts, flying fields, signal lights, radio equipment, service shops, conveniences, appliances, works, structures, and other air navigation, aircraft, and airplane engine manufacturing plants and facilities.



request using the following criteria, but is not obligated to accept such requests:

- Existing and proposed uses must be consistent with the Airport Layout Plan, Airport Master Plan, Airport Minimum Standards, and other applicable land use planning documents;
- Tenant must be in good standing under all leases and agreements with the Airport;
- Tenant’s commitment and demonstrated ability to make substantial new capital investment is required to qualify for a lease term greater than five (5) years;
- The option regarding the current site improvements on the lease premises, since all site improvements transfer to Airport ownership at the end of the lease. The three options are: (a) leasing the site improvement(s) from the County; (b) the payment for the present value of the site improvement(s); or (c) the payment for the present value of the postponement of the County’s Reversionary Interest in the site improvement(s) from the end of the previous lease.

**ESTABLISHED SUB-TENANT:** If a tenant wishes to cancel its lease and the entire premises are leased to one approved sub-tenant, the County may, in its sole discretion, negotiate a new lease with the sub-tenant provided the County has not received written notice of interest in the land or leasehold improvements (as stated above in Section [Lease Protocols](#)). The sub-tenant shall submit a [Commercial Activity Application](#) to County. The County will evaluate proposals using the following criteria, but is not obligated to accept such proposals:

- Existing/proposed use must be consistent with the Airport Layout Plan, Airport Master Plan, Airport Minimum Standards, and other relevant land use planning documents;
- Tenant must be in good standing under all leases and agreements with the Airport;
- Tenant’s commitment and demonstrated ability to make substantial new capital investment is required to qualify for a lease term greater than five (5) years; and
- County may recognize the value of the tenant’s residual interest paid by the sub-tenant to tenant for the remaining term of the tenant’s original lease with County. Such value may be substituted for a portion of the required new capital investment in negotiating the terms of a new lease with the sub-tenant.

• ***EXTENSION OF TERM - NEW LEASE & EXISTING LEASES***

FAA has stated that, “Ideally a new lease should support new leasehold improvements





and not to continually grant extensions of current leases.”<sup>9</sup>

Lease extensions are usually negotiated at the beginning of a new lease, but there may be instances when the County will grant an extension to an existing lease that is about to expire, based upon the following criteria:

- Tenant who has fully complied with all terms and conditions of the lease agreement throughout the term;
- Tenant actively participates in aeronautical activity at the Airport; and
- It is in the best interest of the Airport to accommodate such request.

Existing tenants must submit a written request for a lease extension six (6) months prior to the expiration date of the lease with payment for the present value of the postponement of the County’s Reversionary Interest in the site improvement(s) listed in the [Term for Established Tenant](#) section above.

In the event that any lease is extended without payment to the County for the of the County’s Reversionary Interest in the site improvement(s), or the tenant holds over beyond the end of the lease term, any extension term rent or rent in holdover shall be calculated to include the rental value of the County’s ownership of the improvements at the end of the original lease term by operation of the Reversionary Interest.

#### • **CAPITAL INVESTMENT**

A formula has been adopted by the County, which may be updated from time to time, for determining the length of a ground lease for aeronautical and non-aeronautical users of Airport property. As of the adoption of this Policy, in addition to the payment of rent for leased property, \$50,000 of new capital investment per acre during the proposed lease term shall be required of each tenant in exchange for the grant of each one-year term of a ground lease. This formula applies to construction of new improvements and to new capital expenditure(s) on existing infrastructure located on the leasehold. It does not include expenditures for normal maintenance or deferred maintenance and repair of improvements. The County may update this formula from time to time to reflect current market conditions. Updates and revisions to the formula will be approved by the Board of Supervisors in the Airport’s Rates and Charges schedule.

Examples of investments in permanent facilities located on the leasehold premises include, but may not be limited to the following:

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<sup>9</sup> FAA Power Point Presentation - Developing an Airport Leasing Policy dated December 9, 2009.



- Creating an addition, physical enlargement or expansion;
- Creating an increase in capacity, productivity or efficiency;
- Rebuilding an improvement after the end of its economic useful life;
- Replacing a major component or structural part of the property (not caused by deferred maintenance and repair);
- Adapting property to a new or different use; or
- Fixing a defect or design flaw.

All leasehold improvements constructed on the Airport will be owned by the tenant during the term of the lease and will become the property of the County at the end of the lease term.

The County may, in its sole discretion, consider funding a portion of a tenant’s proposed capital investment during the term of a lease. Each scenario will be evaluated on its own merits and the County will determine the amount, term and interest rate charged for funding of said capital investment. Nothing in this Commercial Lease Policy will bind or obligate the County to fund a capital investment for any lease.

Leases will provide a clear timeline establishing dates when the construction of improvements and the beginning of the aeronautical or non-aeronautical business operation must occur. New improvements shall be shall be constructed within the agreed upon time or the lease agreement may be terminated by the County.

Before entering into a lease agreement, the County and the proposed tenant will agree on a reasonable time by which the proposed tenant will obtain a written commenting for financing of the construction of improvements. If a commitment for financing has not been obtained by the agreed upon time, the lease agreement may be terminated by the County.

## ● **CONSTRUCTION**

**LOCAL REQUIREMENTS:** All construction of leasehold improvements will conform to the Airport’s Development Standards, the Airport’s Minimum Standards and all applicable development/construction standards administrated through the County’s Permit and Resource Management Department (PRMD). All construction (new and alterations), shall be approved in advance by the Airport Manager. Tenant shall complete the Airport’s form, Tenant Construction Approval (on file with the Airport), and obtain all required approval signatures prior to beginning any construction. Any new or remodeled leasehold improvements constructed, will be owned by the tenant during the lease term and will become the property of the County at the end of the



lease term.

**FAA NOTICE:** Federal Aviation Regulations (4 CFR Part 77.9) provide that notice must be filed with FAA before any type of construction or alteration can be permitted at the Airport. The required notice is submitted using [FAA form 7460-1 – Notice of Proposed Construction or Alteration](#). The tenant is responsible for filing the Form 7460-1 with FAA and submitting a copy to the Airport. Construction and/or alterations will not be permitted on the Airport until a favorable determination is received the FAA in its response to the Form 7460-1 notice.

**ENVIRONMENTAL REVIEW:** The prospective Tenant shall be responsible for completing all environmental review requirements before receiving permission to begin construction. Compliance with all applicable environmental review requirements, such as the California Environmental Quality Act (CEQA), County and federal government requirements, is required before a construction project can be approved.

Pre-construction meeting(s) with Tenant and Tenant’s contractor is mandatory prior to the start of construction at the Airport. Prior to this meeting, Tenant shall submit a Construction Security Plan at least thirty (30) days prior to the construction meeting for sufficient review time by the Airport.

- ***SUBLEASING***

Upon receiving prior written County approval, a tenant may sublease a portion or all of its leasehold to another person or entity for the purpose of providing additional aviation-related services at the Airport. Tenants wishing to sublease shall first submit a written request to the Airport at least sixty (60) days before the proposed sublease commencement date. Requests to sublease shall include (a) a Commercial Activity Application (on file with the Airport) that has been completed by the proposed sub-lessee, (b) a copy of the tenant’s proposed sub-lease agreement with the proposed sub-lessee, and any additional information requested by the Airport Manager. All requests will be reviewed within the parameters of this leasing policy and the terms of the tenant’s lease. Subtenants shall comply with all terms of the lease, the Minimum Standards, and all policies, rules and regulations that are applicable to Airport tenants.

This subleasing policy is not applicable to airport tenants who are authorized in their lease to rent hangar or ramp space, on a retail basis, for the storage of individually owned aircraft.

- ***ASSIGNMENT OF LEASE***

Tenants wishing to sell or transfer any interest in their leasehold premises or leasehold



improvements shall (a) provide written notice, of not less than ninety (90) days, prior to a pending sale or assignment and (b) make any proposed sale or assignment subject to the prior approval of the County. In addition to the assigning tenant’s written notice, a [Commercial Activity Application](#), shall be completed by the proposed assignee tenant and submitted to the Airport Manager along with any other documentation necessary for the County to review the proposed assignment.

Assignee tenants shall be required to meet all requirements of the lease agreement, the Minimum Standards, Rules and regulations, and any applicable government requirements.

- ***INSURANCE***

The County, through its Risk Management Division, determines lease insurance requirements for both aeronautical and non-aeronautical use. The current insurance requirements for aeronautical activities are listed in the County’s [Commercial Activity Application](#) in a matrix format. The Risk Management Division determines insurance requirements for non-aeronautical tenants based upon their business category, operations and industry practices.

The types of insurance required in connection with a commercial lease include, but may not be limited to:

- Worker’s Compensation and Employer’s Liability Insurance;
- General Liability Insurance;
- Automobile Liability;
- Property Insurance for Tenant’s Improvements;
- Hazardous Waste and Environmental Liability (dependent upon use);
- Hangar Keepers’ Liability (dependent upon use); and
- Aircraft and Passenger Liability (dependent upon use).

A tenant’s failure to maintain required insurance coverage shall constitute a violation of lease terms.

- ***PERCENTAGE RENT***

In addition to building or ground rent, any tenant conducting a commercial activity on the Airport will be required to pay percentage rent. This requirement also applies to any sub-tenant or non-leasing entity conducting any type of commercial activity on the Airport. The percentage rent rate will be determined by the Airport Manager and will be dependent upon the type of commercial activity performed at the Airport, and whether



that activity is aeronautical or non-aeronautical. Percentage rent for Concessions will be detailed in the Airport's Concession Policy.

- ***FUEL FLOWAGE FEE***

Any commercial operator dispensing fuel at the Airport will be required to collect and remit the Airport's applicable per/gallon fuel flowage fee on a monthly basis. This requirement applies to both aeronautical and non-aeronautical tenants. Payment of the fuel flowage fee shall be in addition to any other rents payable to the Airport. A separate operating agreement, in addition to the lease agreement, will be needed by the prospective Tenant to dispense any type of fuel on the Airport.

- ***ENVIRONMENTAL REGULATIONS AND COMPLIANCE***

The prospective tenant shall be required to adhere to the strictest practices, monitoring and management of environmental stewardship on the Airport.

Compliance with all applicable environmental review requirements, such as the California Environmental Quality Act (CEQA), County and FAA requirements, is required before a construction project can be approved.

- ***LEASE INSPECTIONS***

All leases will contain a clause allowing the County to conduct a yearly maintenance inspection of the leasehold including interior areas of leasehold improvements, to monitor compliance with lease terms, fire and safety codes, the Airport's Minimum Standards, and Rules and Regulations. Inspectors will take photographs and document findings. If an inspection of the property reveals deficiencies, the tenant will be issued a correction notice and a date on which a re-inspection of the premises will occur. If the next inspection of the property reveals that the tenant has not corrected the deficiencies, an Administrative Citation may be issued or the lease may be terminated.

Items subject to inspection include, but are not limited to the following:

- All improvements/alterations have been approved in writing by the Airport;
- No deferred maintenance or safety violations;
- Storm water Violations / Hazardous Materials Storage
- All commercial businesses have been approved by the Airport and consent for subleases are on file;
- Appropriate signage and markings;
- Compliance with federal, state and county codes, including, but limited to; fire and safety codes.



- ***FINAL PROCESSING OF LEASE***

All commercial leases are reviewed and approved by County Counsel and most are executed by the Chair of the Sonoma County Board of Supervisors. Leases in final form must bear the signature of the Tenant or their legally designated agent before they will be submitted to the County Board of Supervisors for review and execution. The scheduling of a Board item is at a minimum of six weeks from the receipt of a fully executed lease and all required documentation.



## APPENDIX

# FAA ROLE AND REGULATIONS IN AIRPORT COMMERCIAL LEASING

- **REVIEW OF AGREEMENTS<sup>10</sup>**

- **SCOPE OF FAA INTEREST IN LEASES (12.3)**

The FAA does not review all leases, and there is no requirement for a sponsor to obtain FAA approval before entering into a lease. However, when the ADO or regional airports division does review a lease agreement, the review should include the following issues:

- (1). Determine if a lease has the effect of granting or denying rights that are contrary to federal statute, sponsor federal obligations, or FAA policy. For example, does the lease grant options or rights of first refusal that preclude the use of airport property by other aeronautical tenants?
- (2). Ensure the sponsor has not entered into a contract that would surrender its capability to control the airport.
- (3). Identify terms and conditions that could prevent the airport from realizing the full benefits for which it was developed.
- (4). Identify potential restrictions that could prevent the sponsor from meeting its grant and other obligations to the federal government. For example, does the lease grant the use of aeronautical land for a non-aeronautical use?

- **FORM OF LEASE OR AGREEMENT**

The type of document or written instrument used to grant airport privileges is the sole responsibility of the sponsor. In reviewing such documents, the FAA office should concentrate on determining the nature of the rights granted and whether granting those rights may be in violation of the sponsor's federal obligations. The most important articles of a lease to review include:

- (1). Premises. What is being leased – land or facilities or both? Does the lease include only the land and/or facilities that the aeronautical tenant can reasonably use or has the tenant been granted options or rights of first refusal for other airport property and/or facilities that it will not immediately require?

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<sup>10</sup> FAA Order 5190.6B – Chapter 12



Do options or rights of first refusal grant the tenant an exclusive right by allowing the tenant to control a majority or all of the aeronautical property on the airport that can be developed?

(2). Rights and Obligations. Does the lease grant the tenant an explicit or implied exclusive right to conduct a business or activity at the airport? Does the lease state the purpose of the lease, such as “the noncommercial storage of the owner’s aircraft?” Does the lease require any use to be approved by the airport sponsor? This will prevent future improper non-aeronautical uses of airport property.

(3). Term. Does the term exceed a period of years that is reasonably necessary to amortize a tenant’s investment? Does the lease provide for multiple options to the term with no increased compensation to the sponsor? Most lessee ground leases of 30 to 35 years are sufficient to retire a lessee’s initial financing and provide a reasonable return for the tenant’s development of major facilities. Leases that exceed 50 years may be considered a disposal of the property in that the term of the lease will likely exceed the useful life of the structures erected on the property. FAA offices should not consent to proposed lease terms that exceed 50 years.

(4). Payment of Fees to the Sponsor. Does the lease assess the tenant rent for leasing airport property and/or facilities and a concession fee if the tenant provides products and/or services to aeronautical users? Does the lease provide for the periodic adjustment of rent? Has the rental of airport land and/or facilities been assessed on a reasonable basis (e.g., by an appraisal)?

(5). Title. Does the title to tenant facilities vest in the sponsor at the expiration of the lease? Do any lease extension or option provisions provide for added facility rent once the title of facilities vests in the sponsor?

(6). Subordination. Is the lease subordinate to the sponsor’s federal obligations? Subordination may enable the sponsor to correct tenant activity through the terms of its lease that otherwise would put the sponsor in violation of its federal obligations.

(7). Assignment and Subletting. Has the sponsor maintained the right to approve in advance an assignment (sale of the lease) or sublease by the tenant? For example, could the sponsor intervene if (a) a dominant fixed-base operator (FBO) decides to acquire all other competing FBOs on the airfield or (b) an aeronautical tenant decides to lease aeronautical space to a non-aeronautical





tenant?

- ***FAA REQUIRED CONTRACT LANGUAGE IN PROPERTY (LAND) AGREEMENTS<sup>11</sup>***

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

To maintain eligibility of their procurement actions, a sponsor must incorporate applicable contract provisions in all federally assisted procurement and contract documents, including all subcontracts. For purposes of determining requirements for contract provisions, the term contract includes subcontracts.

- **Civil Rights - General**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- **General Civil Rights Provisions**

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

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<sup>11</sup> FAA Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors issued on January 29, 2016.



In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

- **Title VI Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility or Program**

**Title VI Solicitation Notice:**

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Title VI Clauses for Compliance with Nondiscrimination Requirement:**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when



the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier



because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI Clauses for Deeds Transferring United States Property**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE**, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with



the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (***Title of Sponsor***) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program:**

*The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.*

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be



excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program:**

*The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.*

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-



enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities:**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of



- the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE):**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.





**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 18**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** District Attorney's Office; Human Resources; Health Services; Human Services; Probation Department; Sheriff's Office

**Staff Name and Phone Number:**

Cassandra Stinson 565-2818

**Supervisorial District(s):**

**Title:** Human Trafficking Awareness Month

### **Recommended Actions:**

Adopt a Gold Resolution proclaiming January 2018, as Human Trafficking Awareness Month in Sonoma County.

### **Executive Summary:**

On behalf of the many public and private agencies working together to raise awareness of and combat human trafficking, six departments -- Human Resources (The Commission on Human Rights and the Commission on the Status of Women), the District Attorney's Office, Department of Health Services, Human Services Department, Probation Department and the Sheriff's Office along with seven community-based organizations have come together to seek a proclamation naming January 2018, as HUMAN TRAFFICKING AWARENESS MONTH in Sonoma County.

### **Discussion:**

**Background:** In January 2010, President Obama instituted an annual month-plus of awareness events on human trafficking with a proclamation declaring January as National Slavery and Human Trafficking Prevention Month. All of these events culminated in the annual celebration of National Freedom Day on February 1. Likewise, many state and city governments, along with civil society, are taking time to acknowledge and focus on human trafficking.

Human Trafficking is modern-day slavery. It is defined as "the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act, in which a commercial sex act is induced by force, fraud, or coercion, or in which the person forced to perform such an act is under the age of 18 years." The victims are among the most vulnerable members of society, including women and children, who are forced, defrauded or coerced into labor, commonly in sweatshops, on farms, or for domestic service, or into sexual servitude.

The statistics on the extent of human trafficking are astounding:

1. The International Labor Organization of the United Nations estimates that 12.3 million people around the world fall victim to human trafficking.
2. The United States State Department estimates that almost 800,000 people are trafficked across international borders each year.
3. The United States Department of Justice estimates that between 14,000 and 17,500 victims of human trafficking are brought into the United States each year.
4. On a local level, the Human Rights Center, University of California, Berkeley, reported in a 2005 study that 80 percent of the documented human trafficking cases in California occurred in San Diego, Los Angeles and the San Francisco Bay Area.
5. Since 2011, 161 Human Trafficking and Prostitution cases have been filed by the District Attorney's Office. Notable is the considerable increase in felony cases involving traffickers since 2012. Prior to 2012, the District Attorney's Office averaged 3.6 felony trafficking cases per year; from 2012-2014 the rate has been 9.0 felony cases per year.

These figures are even more alarming when one considers that victims of this crime live in fear and often avoid law enforcement, so human trafficking violations are often not reported.

This annual national observance is intended to enhance the fight against and increase the awareness of human trafficking. Our community must be aware of the realities of human trafficking, and we must be dedicated to stopping and eliminating this contemporary manifestation of slavery. Certainly, Sonoma County is recognizing some changes: The increase in felony cases since 2012 has come with a corresponding decrease in misdemeanor cases. Pre-2012, an average of 65 misdemeanor cases per year were seen in the District Attorney's office; since 2012, the average has been 27 misdemeanor cases. This trend is reflective of the recognition of the role of the victim in trafficking crimes being reported to the District Attorney's Office. Still, victims of human trafficking need support in order to escape and recover from the physical, mental, emotional and spiritual trauma associated with their victimization. Increased awareness remains a critical function of the fight.

#### **District Attorney's Office**

As the Chair of the Sonoma County Human Trafficking Task Force, the Sonoma County District Attorney's Office is dedicated to providing the members of our community with a safe place to live by holding the guilty accountable, protecting the innocent, and preserving the dignity of victims and their families.

The National Center for Missing & Exploited Children estimates that each year 100,000 children are the victims of commercial sexual exploitation in the United States.

The Sonoma County Human Trafficking Task Force, with the invaluable assistance of the member agencies, has furthered the mission in five key areas:

1. Community education, engagement, and collaboration;
2. Law enforcement training, intelligence sharing, and coordination;
3. Innovative charging of cases and vigorous prosecution of offenders;
4. Coordinated delivery of HTTF services; and
5. Engaged and enlisted policy makers, legislators and community decision makers.

In 2000, Congress passed the Trafficking Victims Protection Act to “combat trafficking in persons, especially into the sex trade, slavery, and involuntary servitude, to reauthorize certain Federal programs to prevent violence against women, and for other purposes.” (P.L. 106-386 [H.R. 3244] 28 Oct 2000). This law provides law enforcement officials with the necessary tools to combat trafficking in persons, both domestically and abroad. Seeking to coordinate and complement federal legislation, Assembly Bill 22 (Lieber, 2005) and Senate Bill 180 (Kuehl) were enacted to provide multiple protections at the State level. AB 22 added Section 236.1 to the California Penal Code, which establishes human trafficking for forced labor or services as a felony crime. This law was amended by the Chelsea King Child Predator Prevention Act of 2010 to impose a fine of \$100,000 when the victim is under the age of 18.

Although there are laws to prosecute perpetrators of human trafficking and to assist and protect victims of human trafficking, awareness of the issues surrounding human trafficking is essential for effective enforcement. The District Attorney joins the efforts of other County departments, individuals, businesses, organizations, and governing bodies to promote the observance of the National Month of Human Trafficking Awareness in January of each year to raise awareness of and to actively oppose human trafficking.

### **Family Justice Center Sonoma County**

The Family Justice Center Sonoma County empowers family violence victims to live free from violence and abuse by providing comprehensive services, centered on and around the victim, through a single point of access. The Family Justice Center is an integral partner in the Human Trafficking Task Force, and hosts their meetings at the Center. Various on-site collaborative partners offer services to victims as needed. The partnership of the Family Justice Center, community based nonprofit organizations, law enforcement agencies and the District Attorney’s office, is a strong model of collaboration in serving victims.

### **Department of Health Services**

The Sonoma County Department of Health Services works closely with the Human Services Department, the District Attorney’s Office, the Family Justice Center Sonoma County, the Sheriff’s Office, other local law enforcement and public safety agencies, and community partners, such as Verity and the YWCA of Sonoma County, to support victims of human trafficking by providing forensic medical examinations to victims of sexual assault and by participating on the Human Trafficking Task Force. Public Health representation on the Human Trafficking Task Force ensures members receive relevant information and guidance on community public health issues.

The Sexual Assault Response Team / Redwood Children’s Center team is a multi-disciplinary team of trained professionals, including medical, legal, law enforcement and survivor advocacy representatives. The team provides specialized, coordinated services to the people of Sonoma County. Health Services’

Forensic Examiners receive special training in forensic evidence collection and directed medical examinations for both adult and child cases of sexual assault. They provide 24-hour, seven days a week on-call services for all suspected cases of adult and child sexual assault or abuse. Health Services remains a committed partner in looking toward the safety and support of victims of sexual assault and human trafficking in a caring and professional environment through a multi-disciplinary and victim-centered approach.

**Department of Human Resources:**

**Commission on the Status of Women and Commission on Human Rights**

For many years, the Commission on the Status of Women (CSW) encouraged the formation of a county task force that was dedicated to aiding victims of human trafficking, and have supported and partnered with many organizations in their efforts to build community awareness about this issue in Sonoma County.

Since the 2014-2015 school year, the youth mentorship programs of each commission – the Junior Commissioner Projects – have created community service projects designed to bring awareness to human trafficking. The Junior Commission on Human Rights has created a Public Service Announcement video each year exposing the harsh realities of human trafficking here in Sonoma County.

The Junior Commission on the Status of Women put together a presentation at school assemblies educating their peers on what human trafficking is, how to spot a victim whom also might be a friend, and what to do to help. During the 2015-2016 school year, Windsor High School teachers incorporated the presentation into the curriculum and students created an incredible display of art depicting the horrors of human trafficking. The exhibit was on display at WHS prior to being on display outside the Board of Supervisors chambers that year.

The Commissions continue their commitment to build awareness of this horrible crime, and to support the county-wide efforts lead by the District Attorney's office and the Sonoma County Human Trafficking Task Force, on which the current CSW Chair sits.

**Human Services Department**

HSD has led the Commercially Sexually Exploited Children Steering Committee since it began in 2014 as a subcommittee of the Sonoma County Human Trafficking Task Force. Since September 2014, HSD has identified and supported over 95 youth by holding immediate multi-disciplinary team meetings with other members of the Inter-agency CSEC Committees. These children or youth are identified as either being trafficked or high-risk for being commercially exploited. With the support of agencies such as Law Enforcement including SRPD and SCSO and other city departments, SAY, Verity and VOICES, and within our county departments, Probation, Behavioral Health, Public Health, Juvenile Hall, and Substance Use Disorders Services, our monthly meetings and multi-disciplinary team meetings provide a venue to facilitate the search for appropriate housing and coordination of services that meets the needs of each individual. In 2016, legislation was added that focused on children who run away as they are particularly vulnerable to being exploited. Recently CDSS and the state Child Trafficking Response Team have focused training and discussion on the implementation of Harm Reduction Techniques. Currently, CDSS is conducting an RFI to seek information on implementing therapeutic, services-centered placement models that would serve up to 100 regionally based placements for sexually exploited children.

Federal and State CSEC funding has provided the revenue for staff and community partners to participate in high-level training as well as education for CSE youth or potentially trafficked children and updates have been made that allow CSEC and/or missing children to be tracked within the county, within the state, and across state lines. HSD provides forensic interviewers, supervision and administrative support for the Redwood Children's Center, located at the Family Justice Center. Staff at Family, Youth, and Children's Services including the Valley of the Moon Children's Home have been instrumental in the identification of CSEC and coordination of services to assist them.

### **Probation Department**

The Sonoma County Probation Department works collaboratively with other law enforcement agencies to provide active community supervision of offenders who have committed acts of violence against vulnerable victims. Maintaining awareness of offender conduct in the community deters further victimization and provides the opportunity to observe activities that may suggest further criminal conduct. The Probation Department is committed to reducing violence through the monitoring of offenders and staying connected to the community. A large portion of women and adolescent females in the criminal and juvenile justice systems have been victims of violence and/or sexual abuse. Probation has developed new protocols to address adolescent runaways who are high risk for being commercially exploited. The Department works closely with community-based organizations to provide resources and support to assist these individuals in addressing their trauma, thereby enabling them to live healthier lives in the community. The Department supports the County's efforts to increase awareness of this tragic crime, and to apprehend and prosecute anyone involved in human trafficking. The Probation Department actively engages in monthly Human Trafficking Task Force meetings, participates in Multi-Disciplinary Team meetings to create safety plans for youth at risk for commercial sexual exploitation, and attends monthly CSEC Steering Committee meetings. Probation Officers and Juvenile Correctional Counselors have been trained in how to identify, report, and engage with youth in the Juvenile Justice System who are at-risk for or are survivors of sexual exploitation.

### **Sheriff's Office**

The Sonoma County Sheriff's Office is committed to identifying, vigorously investigating, and assisting in the prosecution of individuals both engaged in Human Trafficking in Sonoma County and/or traveling to or through Sonoma County for the purpose of engaging in Human Trafficking. The Sheriff's Office recognizes the challenges associated with combating this insidious crime, and that some of the most vulnerable people in our community may be victims of Human Trafficking.

Detectives of the Sonoma County Sheriff's Office Domestic Violence/Sexual Assault Unit attend training across the country at the State and Federal level that informs them of the most current trends and techniques used in investigating Human Trafficking crimes. Within the Domestic Violence Sexual Assault Unit, there is one Detective assigned with the responsibility of maintaining expertise in Human Trafficking crimes and trends. Additionally, the Sonoma County Sheriff's Office participates in the Sonoma County Commission on Human Trafficking Task Force, which provides members a forum for intelligence gathering and networking to combat Human Trafficking more effectively.

In October 2016, the Sonoma County Sheriff’s Office Domestic Violence/Sexual Assault Unit and Santa Rosa Police Department Domestic Violence/Sexual Assault Unit participated in the FBI’s “Operation Cross Country,” an operation targeting multiple facets of Human Trafficking. The local operation targeted solicitors loitering to engage in an act of prostitution, as well as attempting to purchase underage victims for sex. All of the sworn deputies in the Sonoma County Sheriff’s Office have attended a two-hour Human Trafficking class.

In a continuing effort to better serve the community, the Sonoma County Sheriff's Office, in coordination with several governmental and non-governmental community services based organizations, proactively seeks to combat Human Trafficking by identifying resources available to the Human Trafficking victims, and assists in establishing a framework for providing those services in a safe and confidential environment.

**Prior Board Actions:**

Each year since 2008, the Board of Supervisors has issued a Gold Resolution recognizing Human Trafficking Awareness Month.

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

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			

**Funding Sources**

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

**Narrative Explanation of Fiscal Impacts:**

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment 1: Resolution			
<b>Related Items “On File” with the Clerk of the Board:</b>			





County of Sonoma  
State of California

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Date: January 23, 2018

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming January 2018, To Be Human Trafficking Awareness Month in Sonoma County**

**Whereas**, Sonoma County has a tradition of advancing fundamental human rights;  
and

**Whereas**, given the people of Sonoma County's commitment to protecting individual freedom, eliminating human trafficking, including early or forced marriage, commercial sexual exploitation, forced labor, labor obtained through debt bondage, involuntary servitude, slavery, slavery by descent, and involuntary imprisonment is imperative, and

**Whereas**, to combat human trafficking within Sonoma County, the United States and throughout the world, people and governments must be aware of human trafficking and must confront this contemporary manifestation of slavery; and

**Whereas**, the Board of Supervisors and the people of Sonoma County actively oppose all individuals, groups, organizations and governments and their entities who support, advance, or commit acts of human trafficking; and

**Whereas**, victims of human trafficking need support in order to escape and recover from the physical, mental, emotional, and spiritual trauma associated with their victimization;  
and

**Whereas**, although laws to prosecute perpetrators of human trafficking and to assist and protect victims of human trafficking have been enacted, awareness of the issues surrounding human trafficking by those most likely to come in contact with victims is essential to effective enforcement because the techniques that traffickers use for enslaving their victims severely limit self-reporting; and

**Whereas**, individuals, public agencies, private organizations and businesses in Sonoma County should join together and work to end human trafficking through education.

Resolution #

Date:

Page 2

**Now, Therefore, Be It Resolved** that the Board of Supervisors, in joining in this national observance is one example of the ongoing commitment to raise awareness of and actively oppose human trafficking, hereby proclaims January 2018, as Human Trafficking Awareness Month in Sonoma County.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 19**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Kim Seamans, 707-565-2198

**Supervisorial District(s):**

All

**Title:** Eligibility Worker, Employment and Training Specialist and Eligibility Specialist Recognition Month

### **Recommended Actions:**

Adopt a Gold Resolution designating January 2018 as Eligibility Worker, Employment and Training Specialist and Eligibility Specialist Recognition Month

### **Executive Summary:**

Nearly 250 Eligibility Workers (EW), Employment and Training Specialists (ETS) and Eligibility Specialists (ES) including their supervisors are employed by Sonoma County.

In 2017 Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists from the Human Services Department served more than 116,470 individuals throughout Sonoma County in the course of their duties. Eligibility Worker, Employment and Training Specialist and Eligibility Specialist Recognition Month honors these employees for their commitment and dedication to their work and their community.

### **Discussion:**

CalWORKS, CalFresh, Medi-Cal, County Medical Services Program and subsidized Covered California health insurance provide a crucial safety net and sense of hope for families facing the challenges of difficult health and financial situations. Whether it is a family trying to maintain health insurance coverage, a college student who needs help with food expenses, a homebound senior struggling to afford food and medication, or a parent or grandparent caring for children or grandchildren, these programs offer vital services to meet the basic needs of vulnerable community members. Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists must be knowledgeable of the wide range of programs and other resources so that they can effectively assist each client to obtain the most beneficial program and answer questions of the general public. They are the connection between those in need and these programs. This connection was made crystal clear during the recent fires in

October 2017.

On October 9, 2017, in immediate response to the evacuations from the burning areas of Sonoma County, Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists arrived at shelters around the county to assist with registration of evacuees, distribution of food, clothing and toiletries, personal assistance for disabled and seniors who came to the shelters for safety, and providing a kind, supportive presence for those whose lives were so recently put into turmoil. These employees assisted our local 211 office by staffing information call lines, doubling the ability to respond to incoming inquiries in the first few weeks after the fires. They also served at the Local Assistance Center to assist with benefit applications, serving as bilingual translators for non-English speaking fire survivors, and providing information for survivors beginning the first week of implementation. Eligibility Workers from the Family, Youth and Children’s Division assisted with supervision of a child evacuated from Valley of the Moon Children’s Home, entertaining and helping the children to feel safe and cared for.

Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists also played a vital role in administering Disaster CalFresh, interviewing over 2,000 applicants within the limited federally authorized application window, resulting in the issuance of \$562,483 in new and supplemental CalFresh benefits to those who lost homes and jobs due to the wildfires.

Employment and Training Specialists and Eligibility Workers support families, including those impacted by job and housing losses, to help lift themselves out of poverty by obtaining or improving skills for employment. Eligibility Workers assigned to the Family, Youth and Children’s Division determine Foster Care payment benefits and Medi-Cal for over 1,600 children in the Foster Care and Adoption systems and ensure that former foster care youth continue to receive Medi-Cal until they are 26 years old. In our Economic Assistance Division, Eligibility Specialists provide Medi-Cal, CalFresh, County Medical Services Program and General Assistance benefits. During the annual open enrollment period and throughout the year, as a result of life changing events, these Specialists assist families with applications for subsidized insurance and selection of health insurance coverage available from Covered California. Eligibility Specialists in the Adult and Aging Division work closely with In-Home Supportive Services Social Workers to coordinate Medi-Cal benefits with in-home assistance for almost 6,000 seniors and disabled residents at risk for out of home placement. Eligibility Workers in the Special Investigations Unit safeguard the integrity of the programs and services offered by the Human Services Department by providing quality assurance and opportunities for case work accuracy improvement.

**Prior Board Actions:**

The Board has previously honored Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists by designating the month of January as Eligibility Worker, Employment and Training and Eligibility Specialist Recognition Month.

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

This item fosters an increased understanding of what the County does.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
None			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Resolution			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



County of Sonoma  
State of California

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Date: January 23, 2018

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Designating January 2018 as Eligibility Worker, Employment and Training Specialist and  
Eligibility Specialist Month.**

**Whereas**, the Eligibility Worker, Employment and Training Specialist and Eligibility Specialist classifications were established to provide for more efficient service in determining eligibility for public assistance; and

**Whereas**, the Eligibility Workers, Employment and Training Specialists and Eligibility Specialists interact with the public with professionalism, respect and compassion; and

**Whereas**, the Eligibility Workers, Employment and Training Specialists and Eligibility Specialists are responsible for processing applications and maintaining caseloads while maintaining very high standards of job performance; and

**Whereas**, Eligibility Workers, Employment and Training Specialists and Eligibility Specialists are required to be well versed in many areas so that they can effectively provide services to public assistance recipients, foster care providers and the general public; and

**Whereas**, Eligibility Workers, Employment and Training Specialists and Eligibility Specialists perform valuable services and it is important that all Sonoma County residents recognize the contribution they make to the community of Sonoma County;

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma do hereby designate January 2018 as Eligibility Worker, Employment and Training Specialist and Eligibility Specialist Recognition Month in Sonoma County and salute the fine record of service and achievement which these dedicated individuals have established in our county.

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 20**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** No Vote Required

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Susan Gorin / 565-2241

**Supervisorial District(s):**

First

**Title:** Approve Gold Resolution Congratulating Barbara McElroy on being named Sonoma's Treasure Artist of 2018.

**Recommended Actions:**

Approve Gold Resolution Congratulating Barbara McElroy on being named Sonoma's Treasure Artist of 2018.

**Executive Summary:**

Gold Resolution Congratulating Barbara McElroy on being named Sonoma's Treasure Artist of 2018

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment** Not Applicable



<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			



County of Sonoma  
State of California

---

Date: January 23, 2018

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

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4/5 Vote Required

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**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Congratulating Barbara McElroy on being named Sonoma's Treasure Artist of 2018**

**WHEREAS**, each year since 1983, the City of Sonoma's Cultural and Fine Arts Commission selects an artist whose body of work and service to the community are substantial, exceptional and inspiring. The Sonoma Treasure Artist honors local artists who, in addition to promoting the arts, help enrich the Valley with their commitment to their craft; and,

**WHEREAS**, for the year 2018, the City of Sonoma has selected Barbara McElroy, chosen for her significant contributions to the musical life of Sonoma Valley through her work as a teacher, conductor and musician both in the educational arena and in the community and church performance venues; and

**WHEREAS**, Ms. McElroy was employed by Sonoma Valley School District as a band and choir director in 1976 and served in every musical capacity in the district until her retirement in June, 2011; and,

**WHEREAS**, She spent many years at Sonoma Valley High School where she taught both band and choir and led her students to win many state and national awards with their excellent performances; and

**WHEREAS**, Ms. McElroy is an excellent pianist, serving as accompanist for Sonoma Valley Chorale and is also a talented French horn layer and percussionist; and

**WHEREAS**, she has also performed with the Chorale and other groups as a soprano singer; and

**WHEREAS**, for the past twenty years, she has served as the assistant director of the Chorale, sharing her skills and musical talent with all.

**WHEREAS**, Ms. McElroy is described as someone *"who loves and respects music, students, and musicians. She is the shining light of musical expression in Sonoma."*

Resolution #

Date:

Page 2

**NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Sonoma County  
Congratulates Barbara McElroy on being named as Sonoma Cultural and Fine Arts  
Commission's Treasure Artist for 2018.**

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 21**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Shirlee Zane  
(707) 565-2241

**Supervisorial District(s):**

All

**Title:** Gold Resolution

**Recommended Actions:**

Approve a Gold Resolution of the Board of Supervisors of the County of Sonoma, State of California, Recognizing the 100th Anniversary of Santa Rosa Junior College.

**Executive Summary:**

Approve a Gold Resolution of the Board of Supervisors of the County of Sonoma, State of California, Recognizing the 100th Anniversary of Santa Rosa Junior College.

**Discussion:**

**Prior Board Actions:**

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested	\$25,000		
<b>Total Expenditures</b>	<b>\$25,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	\$25,000		
<b>Total Sources</b>	<b>\$25,000</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

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Date: January 23, 2018

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

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4/5 Vote Required

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### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing the 100th Anniversary of Santa Rosa Junior College.**

**Whereas,** Sonoma County Junior College District, well known as Santa Rosa Junior College, is celebrating its 100<sup>th</sup> Anniversary in January 2018, and in recognition of its role in promoting educational opportunity, academic excellence, economic vitality, social equity and community advancement throughout the North Bay region; and

**Whereas,** Santa Rosa Junior College was originally conceived in November 1917 by the Federated Home and School Association, an organization of prominent Santa Rosa women who cherished the ethos of locally-based higher education; and

**Whereas,** Santa Rosa Junior College was chartered in California, enrolling nineteen students its first semester, Spring 1918, and eventually growing to include all high school districts located in Sonoma County, and parts of Marin and Mendocino Counties by July 1963; and over its one hundred years serving over 1,700,000 individuals, preparing each one for regional, national and global leadership; and

**Whereas,** Santa Rosa Junior College has established comprehensive campuses in Santa Rosa and Petaluma, along with a Public Safety Training Center in Windsor, the 365-acre Shone Farm in Forestville, the Southwest Santa Rosa Center in Roseland, classroom-based instruction throughout the district and an online program that serves students from throughout the region and beyond; and

**Whereas,** having established a legacy of excellence during a century of service, Santa Rosa Junior College has established academic, career technical education, athletic and performing arts programs that have consistently garnered state, national and worldwide attention, bringing honor to the college and community; and

**Whereas,** it is the adopted vision that, "Santa Rosa Junior College aspires to be an inclusive, diverse and sustainable learning community that engages the whole person,"

a statement that genuinely reflects the legacy of its imprint on the entire North Bay region, a vision guarded vigorously throughout the test of time; and

**Whereas**, the distribution of funds to support students and educational programs has earned the SRJC Foundation the number one ranking among all California community colleges and recognition amongst the top in the nation; and

**Whereas**, the Santa Rosa Junior College Student Services and the Frank P. Doyle and Polly O'Meara Doyle Scholarships are acknowledged as among the finest in the California Community College System; and

**Whereas**, the faculty, staff, administrators and student leaders have vowed to ensure collegiality and harmony in order to cultivate creativity, respect, health and the inherent richness of a multi-cultural community.

**Now, Therefore, Be It Resolved**, that the Sonoma County Board of Supervisors does hereby recognize the 100th Anniversary of Santa Rosa Junior College and commends the institution for its historic contributions to the people of this district.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 22**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 6, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Lynda Hopkins 565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a gold resolution for Community Alliance for Family Farmers for their 40<sup>th</sup> anniversary. (Fifth District)

**Executive Summary:**

Adopt a gold resolution for Community Alliance for Family Farmers for their 40<sup>th</sup> anniversary. (Fifth District)

**Discussion:**

**Prior Board Actions:**

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



<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Gold resolution.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None.			



# County of Sonoma

## State of California

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Date: January 9, 2018

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

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

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4/5 Vote Required

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### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Congratulation And Commending the Community Alliance With Family Farmers On 40 Years Of Support And Service To Local Family Farmers**

**Whereas,** The Community Alliance With Family Farmers (CAFF) has worked tirelessly to be an advocate for California family farmers and sustainable agriculture by supporting, creating and leading campaigns and actions to advance the local food movement; and

**Whereas,** In 1978 CAFF grew out of a political effort that made great strides on topics related to pesticide exposure, organic farming and direct marketing; and

**Whereas,** In the 1990s, CAFF operated the Biologically Integrated Orchard System (BIOS) program, enabling classes of farmers to adopt sustainable growing techniques; and

**Whereas,** For 18 years, until 2001, CAFF published the National Organic Directory and was one of the principal proponents of organic farming in the country; and

**Whereas,** In 2002, CAFF began the Community Food Systems Program, which assisted small family farmers bring their products to market and increased awareness among consumers about the environmental and nutritional benefits of small-scale family farms; and

**Whereas,** CAFF partnered with the Kellogg Foundation to conduct the Buy Fresh Buy Local campaign, which brokers sales connections, provides marketing services and eliminates the typical barriers standing in the way of farmers bringing goods to market; and

**Whereas,** CAFF established the California Growers Collaborative in 2005 as a means to aggregate and deliver local produce schools in Ventura, eventually expanding into northern California; and

**Whereas,** CAFF's Farm to School program has worked for the past five years to partner with food service distributors throughout the region and is responsible for connecting

Resolution #

Date:

Page 2

8,000 students to different types of produce from 12 local farms through its Harvest of the Month Tasting Kits; and

**Whereas**, Individuals and families who rely on CalFresh have been able to purchase produce through community supported agriculture (CSA) shares or at local farmers' markets, thanks to CAFF's dedicated efforts; and

**Whereas**, CAFF, along with Sonoma County's Go Local program, has worked to promote and support farms in connecting to local buyers, reaching nearly 484,000 residents; and

**Whereas**, in January 2017, CAFF and The Farmers Guild merged to combine efforts, membership and strengths to create one robust organization that now provides a stronger, more united voice for family farms and sustainable agriculture throughout the state;

**Now, Therefore, Be It Resolved** that the Board of Supervisors of Sonoma County hereby honor Community Alliance for Family Farmers for its dedicated and perseverance in supporting and promoting Sonoma County local farmers for four decades.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 24**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor David Rabbitt 565-2241

**Supervisorial District(s):**

Second District

**Title:** Fee Waiver for the Highway 101 Forum at the Petaluma Vets Building

**Recommended Actions:**

Approve a fee waiver in the amount of \$491.00 for the Press Democrat/Argus Courier to host the Highway 101 Forum at the Petaluma Vets Building on February 28, 2018 for a community engagement event. (Second District)

**Executive Summary:**

The Press Democrat/Argus Courier will be hosting the Highway 101 Forum at the Petaluma Vets Building on February 28, 2018.

**Discussion:**

**Prior Board Actions:**

None.

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	491.00		
<b>Total Sources</b>	<b>491.00</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Fee Waiver Application and Contract.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

SUBMIT TO:  
 Board of Supervisors  
 575 Administration Dr, Ste 100A  
 Santa Rosa, CA 95403

# COUNTY OF SONOMA

For Board of Supervisors Use Only

## Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: \_\_\_\_\_  

First
Middle
Last

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

Number, Street, Apt/Suite
City
State
Zip

Phone: (    ) \_\_\_\_\_ - \_\_\_\_\_      Email: \_\_\_\_\_  

Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: \_\_\_\_\_

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

Number, Street, Apt/Suite
City
State
Zip

Phone: (    ) \_\_\_\_\_ - \_\_\_\_\_      Email: \_\_\_\_\_  

Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	O Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)					
Project/activity/event location (select all that apply)					
District office to receive request (select only one)					

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

City                                       Special District                                       Other Local Government  
 School     Non-profit or CBO

Other (please specify): \_\_\_\_\_

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event:                       One Time                       Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /			
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax                     
  Sales Tax                     
  Special Assessment  
 User Fees

Other (please specify): \_\_\_\_\_

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

\_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 / /  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title



Sonoma County Veterans Memorial Buildings

2300 County Center Drive., Suite A200

Santa Rosa CA 95403

(707) 565-2158 - Tel / (707) 565-3240 - fax

CONFIRMED

<u>Customer</u>	<u>Reservation:</u> 11892
John Burns	Event Name: Highway 101 Forum
Press Democrat/Argus Courier	Status: Confirmed
719 South Point Blvd	Phone: 707-776-8450
Petaluma, CA 94954	Event Type: Public

Bookings / Details Quantity Price Amount

*CHEWING GUM, GLITTER, CONFETTI, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN OUR FACILITIES AT ANY TIME.*

*HOURS RESERVED MUST INCLUDE DECORATION, SET-UP AND CLEAN-UP.*

*CHANGES TO THIS RESERVATION MAY BE MADE UP TO 30 DAYS PRIOR TO THE EVENT DATE*

*ADDITIONAL CHARGES WILL BE INCURRED IF YOUR EVENT RUNS BEYOND CONTRACTED HOURS. A \$50.00 FEE WILL BE CHARGED IF CONTRACT REQUIREMENTS ARE NOT MET 30 DAYS PRIOR TO EVENT DATE OR IF CHANGES OF ANY KIND ARE REQUESTED LESS THAN 30 DAYS BEFORE EVENT DATE FAILURE TO PAY DEPOSIT ON TIME WILL RESULT IN CANCELLATION OF YOUR RESERVATION - THE REINSTATEMENT FEE IS \$50.00*

Wednesday, February 28, 2018

5:30 PM - 9:00 PM Highway 101 Forum (Confirmed) Petaluma Auditorium ((none))

Room Charge: (3.5 hours @ \$95.00/hr)	1	\$332.50	\$332.50
Less 20% Discount			-\$66.50

Set-up Notes (notes included):

ESTIMATED ATTENDANCE: 250

ALCOHOL: Not served or sold

SECURITY: Not required

SET-UP: Please contact building staff at 707-938-1026 to discuss set-up needs.

CLEANING/DAMAGE NO DEPOSIT: No charge, if the following requirements are met: 1) Renter must check in with building staff on the day of the event before the event begins and after the event ends. 2) The rooms/equipment are returned in the same condition as received. Not doing so may result in additional charges. 3) Overtime use will be billed to the customer.

FLAMMABLE MATERIALS: No flammable materials such as bunting, tissue paper, etc., shall be used for decorations. All materials used for decorative purposes must be treated with flame-proofing and approved by the local Fire Department. No fireworks, open flame, nor device prohibited by local police or fire jurisdictions shall be permitted

PARKING LOTS: Our "No Trash Left Behind" policy is strictly enforced. Customer will be billed staff time for any clean-up needed.

Room Set-up Fee:

Pet. Room Set-up Fee (101-200)	1	\$200.00	\$200.00
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Processing Fee:

Petaluma Processing Fee	1	\$25.00	\$25.00
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Bookings / Details

	Quantity	Price	Amount
Processing Fee			\$25.00
Room Charge			\$266.00
Room Set-up Fee			\$200.00
Subtotal			\$491.00
Grand Total			\$491.00

GRAND TOTAL MAY NOT REFLECT ALL POSSIBLE CHARGES

THE SIGNED/DATED TENTATIVE RESERVATION FORM MUST BE RETURNED WITHIN 2 WEEKS OF THE DATE ON THE COVER LETTER OR THIS REQUESTED RESERVATION WILL BE CANCELLED WITHOUT FURTHER NOTICE.

PLEASE REVIEW THIS TENTATIVE RESERVATION. If any of the information is incorrect, or if you have questions or concerns, please call us at 707-565-2158. Otherwise, to hold your reservation, SIGN, DATE AND RETURN ONE COPY OF THIS FORM.

Thank you for scheduling your event with us. We look forward to working with you.

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

**CANCELLATION:**

- If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by the County (General Services Department).
- If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.
- If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.
- If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

**CLEANING/DAMAGE DEPOSITS:**

- The entire cleaning/damage deposit will be forfeited if ANY of the following occur:
- GUM IS FOUND IN THE FACILITY (FLOOR, ETC.)
- GLITTER IS FOUND IN THE FACILITY
- ALCOHOL IS BROUGHT INTO FACILITY DURING A "NON-ALCOHOL" EVENT



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 25**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator and Human Resources

**Staff Name and Phone Number:**

Christina Cramer, 565-2988

**Supervisorial District(s):**

All

**Title:** Personal Services Agreement – General Manager, Sonoma County Water Agency

### **Recommended Actions:**

Authorize the Chair of the Board of Directors of the Sonoma County Water Agency to execute the Personal Services Agreement with Grant Davis as the Water Agency General Manager, placing him at the "I" step of the position's salary range including eligibility for other County benefits in accordance with Salary Resolution 95-0926 as amended, with the agreement term of January 24, 2018 through January 24, 2021.

### **Executive Summary:**

This action will authorize a personal services agreement between Grant Davis and the Sonoma County Water Agency Board of Directors. The agreement establishes the terms of employment between Mr. Davis and the Agency. Grant Davis had been the Agency's General Manager until his resignation at the end of July 2017. This agreement reappoints Mr. Davis as General Manager at the same salary he was receiving at the time of his resignation. Mr. Davis will also be eligible for the same offering of benefits in accordance with the personal service agreement and Salary Resolution 95-0926. The term of the agreement will be three years starting on January 24, 2018.

### **Discussion:**

The Sonoma County Water Agency provides an array of services including, but not limited to naturally filtered drinking water to Sonoma County and Marin County residents, flood and environmental protection services, distribution of recycled water, wastewater treatment, and they also provide recreational opportunities.

Grant Davis joined the Water Agency in 2007 as the assistant general manager and became its general manager in 2010. Under Mr. Davis' leadership for nearly a decade, the Agency has implemented innovative initiatives on water sustainability, including being recognized by the White House in 2017 for the Agency's efforts in climate adaptation, regional recycled water development, and reservoir

operations. In August 2017, Mr. Davis was appointed by Governor Brown to become the Director of the California Department of Water Resources. Mr. Davis felt that was a request that he could not refuse.

After Mr. Davis' resignation, the Agency Board asked Assistant General Manager Mike Thompson to be Interim General Manager. Mr. Thompson proved himself as being very capable and enthusiastic about the opportunity lead the Agency. The Sonoma County Complex Fires, the Agency's role in watershed protection and recovery efforts, and fire damage to some Agency facilities delayed the general manager recruitment process.

Mr. Davis recently approached the Board of Directors to request consideration to return to his former position stressing his desire to serve in his home community in the wake of the fires. Given Mr. Davis' prior history of strong leadership of the Agency and his regional experience, combined with his statewide relationships the Board of Directors supports the opportunity to re-appoint Mr. Davis as the General Manager.

The personal services agreement places Mr. Davis at the top step of the salary range for the position, which is \$253,502 annually. This is the level Mr. Davis was paid at the time of his 2017 resignation. Mr. Davis will be eligible to receive other County benefits such as sick and vacation accruals, and health and welfare benefits per the County's Salary Resolution 95-0926. The agreement is a three-year term commencing on January 24, 2018 and ending January 24, 2021.

**Prior Board Actions:**

N/A

**Strategic Plan Alignment**      Goal 3: Invest in the Future

The Sonoma County Water Agency provides an array of services. Ensuring appropriate leadership and management of the Agency better ensures the sustainability of the region's watersheds and protection of our environmental resources.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
The salary and benefit costs of \$253,502 for the general manager is included in the department's current and ongoing budget. There are no additional FY 17-18 costs for appointing a successive director.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment A – G. Davis Personal Services Agreement			
<b>Related Items "On File" with the Clerk of the Board:</b>			

AGREEMENT FOR PERSONAL SERVICES

GENERAL MANAGER SONOMA COUNTY WATER AGENCY

This Agreement is made this \_\_\_ day of January 2018 by and between the Sonoma County Water Agency, a body politic and corporate (hereinafter "AGENCY") and Grant Davis (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, AGENCY and EMPLOYEE are desirous of entering into a personal services agreement for the position of General Manager of Sonoma County Water Agency;

WHEREAS, EMPLOYEE acknowledges that by accepting the position of General Manager of Sonoma County Water Agency, he will be an at-will employee, and that, as such, his position will be in the unclassified service under the Sonoma County Civil Service System.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Term of Employment. AGENCY hereby employs EMPLOYEE in the position of General Manager of Sonoma County Water Agency for a period of three (3) years, commencing on January 24, 2018, and ending on January 24, 2021, subject, however, to termination as herein provided.

2. Duties. EMPLOYEE shall perform the duties of General Manager of Sonoma County Water Agency as set forth in the County job specification, attached hereto as Exhibit A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the COUNTY.

3. Compensation.

(a) EMPLOYEE's salary shall be set at the "T" step of the salary range for the position of General Manager of Sonoma County Water Agency as set forth in the Sonoma County Salary Resolution 95-0926 ("Salary Resolution"). Any provisions of the Salary Resolution regarding merit increases or step advancements, including Sections 7.18 and 7.19, are not applicable or made part of this Agreement. EMPLOYEE may advance in the salary range at the Board's discretion, and if the Board determines that EMPLOYEE is eligible for advancement based upon annual performance evaluations.

(b) Except as herein provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to COUNTY department heads, as specified in the Salary Resolution.

4. Performance review.

The Board of Directors shall review EMPLOYEE's performance on an annual basis. If the Board provides EMPLOYEE with a satisfactory or better performance evaluation, EMPLOYEE may be eligible to advance in the salary range pursuant to Section 3 (a) of this agreement.

5. Expiration and Non-renewal. At the expiration of the term of this Agreement, EMPLOYEE's employment shall automatically terminate, unless otherwise mutually extended by the parties.

6. Termination. EMPLOYEE shall serve at the will and pleasure of the AGENCY Board of Directors and may be terminated at the will of the Board with or without cause as set forth herein. EMPLOYEE expressly waives and disclaims any right to any pre-termination or post termination notice and hearing.

(a) Termination without cause:

Severance. Termination of EMPLOYEE's employment without cause may be effected by the AGENCY giving sixty (60) days' prior written notice to EMPLOYEE. Upon such termination, EMPLOYEE shall be entitled to additional salary, and any other compensation allowed under the County of Sonoma Salary Resolution, equal to that which would accrue during sixty (60) calendar days following termination and to be computed by the Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, EMPLOYEE shall also be entitled to be compensated for any floating holiday balance or any other compensation or benefits as allowed by the Sonoma County Salary Resolution, as it may be amended from time to time. EMPLOYEE's health benefits and the AGENCY's portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. EMPLOYEE's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of EMPLOYEE against the AGENCY arising out of his employment.

(b) Termination with cause:

AGENCY may terminate EMPLOYEE's employment for just cause at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by AGENCY depositing a written notice in the United States mail that is addressed to EMPLOYEE at EMPLOYEE's last known address. After termination for just cause has been affected, EMPLOYEE shall have no further rights under this Agreement or to continued employment with the AGENCY. Just cause shall be related to and limited to those matters of local concern to the AGENCY Board. Just cause includes those grounds set forth in the Sonoma County Water Agency Personnel Policy and may include, but is not limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; hostile and discourteous treatment of employees; mismanagement of Agency funds; conduct which brings discredit to the Agency; disorderly conduct; incapacity due to

mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of an Agency or departmental policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on Agency property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in Agency uniform (possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section); negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive to undergo a medical examination as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making material dishonest work-related statement to other employees at work or committing perjury; unauthorized use of Agency vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in an Agency vehicle; unauthorized possession of weapons or explosives on Agency premises; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to Agency property; and sexual harassment of or unlawful discrimination against another employee or applicant for employment. Any other just cause not set forth above, must be of similar egregious conduct.

(c) Statement of Reasons for Termination.

The AGENCY and EMPLOYEE will, within a reasonable period of time, not to exceed 10 working days, attempt to agree on a mutually acceptable statement as to the reasons for termination. If the parties cannot mutually agree to an acceptable statement of the reasons for termination within the time period set forth above, the Board of Directors may, in its sole discretion, publish its reasons for termination. In such event, publication shall consist of filing the reasons with the Clerk of the Board. A copy of the statement shall be made for EMPLOYEE and kept for him in the office of the Board's Clerk. Within ninety (90) days following the announcement of termination, EMPLOYEE may present a written response to the Chair of the Board of Directors which will be maintained as a public record. The parties agree that other than as provided above, they will not make any other public statement concerning EMPLOYEE's termination.

(d) Administrative Leave.

Upon receiving a specific complaint or charge brought against EMPLOYEE by another person or employee, the Chair of the Board of Directors may place EMPLOYEE on administrative leave when, in the sole opinion of the Chair of the Board of Directors, EMPLOYEE's temporary removal from office would be in the best interests of AGENCY. The administrative leave will commence on the Chair of the Board of Directors' delivery to EMPLOYEE's office of a written notice to that effect. Upon the delivery of the notice to EMPLOYEE's office, performance of EMPLOYEE's job duties under this Agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. AGENCY and EMPLOYEE agree that AGENCY will incur damages, if, during the period of

administrative leave, EMPLOYEE performs or attempts to perform any of the duties provided in paragraph 2, or in any other way interferes with the administration or operation of the Water Agency. AGENCY and EMPLOYEE agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if EMPLOYEE performs or attempts to perform any of the duties provided in job specification for the position of General Manager of Sonoma County Water Agency, or in any other way interferes with the administration or operation of the Agency that AGENCY's duties to compensate EMPLOYEE under the Agreement are discharged for each day during which EMPLOYEE engages in such non-cooperation and/or interference. The administrative leave and the suspension of job duties shall terminate on the Chair's delivery to EMPLOYEE's office of a written notice to that effect.

7. Resignation by Employee.

(a) EMPLOYEE may terminate his employment at any time by delivering to the Board of Directors his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than sixty (60) calendar days following delivery, unless waived by the Board of Directors. With the approval of the Board of Directors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Directors or with its approval, the originally scheduled date of retirement may be extended for any agreed upon period of time.

(b) From the date upon which EMPLOYEE either resigns or is notified of the AGENCY's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, EMPLOYEE shall continue to devote his full time attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, EMPLOYEE shall assist AGENCY in orienting EMPLOYEE's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the AGENCY. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE's term as General Manager of Sonoma County Water Agency.

(c) EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment with AGENCY.

8. Nonassignability. EMPLOYEE shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of AGENCY.

9. Compliance with Law. EMPLOYEE shall, during his employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving AGENCY of any and all obligations hereunder.



Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination with cause pursuant to this Agreement.

10. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Section 1856 of the Code of Civil Procedure. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11. No Representations or Warranties on Tax or Retirement Issues. EMPLOYEE acknowledges and agrees that the AGENCY has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to his salary and benefits. EMPLOYEE further acknowledges and agrees that the Sonoma County Employees' Retirement Association ("SCERA") makes the final determination on what is deemed "final compensation" for purposes of calculating retirement benefits.

12. Conflict of Interest. EMPLOYEE covenants that he presently has no interest and will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of his duties required under this Agreement. EMPLOYEE shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, the Agency's policies on incompatible offices and conflicts of interest, and any Departmental policies on conflicts of interest. EMPLOYEE shall also complete and file a "Statement of Economic Interest" with the Agency, disclosing EMPLOYEE's financial interests, as required by the County of Sonoma's Conflict of Interest Code.

ATTEST:

SONOMA COUNTY WATER AGENCY

\_\_\_\_\_  
Clerk of the Board

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

EMPLOYEE

\_\_\_\_\_  
Grant Davis

EXHIBIT A  
GENERAL MANAGER – SONOMA COUNTY WATER AGENCY

Subject to determination of policy by the Board of Directors and the County Administrator, plans, organizes, directs and coordinates all activities and functions of the Sonoma County Water Agency in relation to the management and conservation of water resources and reclamation; and performs related duties as required.

Distinguishing Characteristics

The Water Agency General Manager is the principal administrative person in overall charge of the Sonoma County Water Agency. The incumbent is in a position of trust and confidence and serves as the Agency head and appointing authority for all employees in the Sonoma County Water Agency. The Water Agency General Manager provides advice and consultation on all matters related to the requirements of the Agency and in all matters relating water, sanitation, recycling, conservation, environmental affairs and flood control.

Typical Duties

Provides leadership and administrative policy direction; coordinates administration of all Agency divisions; evaluates performance of subordinate managers; conducts meetings and conferences with Agency staff; advises the Board of Supervisors regularly of water, wastewater, flood control and conservation issues.

Directs the research, analysis and formulation of the Agency budget; determines departmental budget priorities; prepares and justifies program and budget recommendations to the County Administrator and the Board of Supervisors; ensures that budget expenditures are properly controlled.

Establishes and evaluates monitoring and evaluation systems; establishes measurable standards for reviewing the success of the plan and the new water, wastewater and flood control systems and services.

Interviews and selects top management staff; reviews and approves staff training programs; recommends changes in position classification consistent with organizational structure; evaluates the performance of subordinate managers; approves or disapproves merit salary increases; adjusts employee grievances within limits of delegated authority, has authority to hire and discharge in the Water Agency; delegates authority and holds subordinate managers accountable for the efficient administration of their divisions or sections.

Develops a program to monitor and manage stream flows in the Russian River and consideration for all beneficial uses; ensures future water planning and modeling of water availability and usage for resource management purposes.

Negotiates contracts with other agencies for intake, treatment, storage, transmission, and resale of water.

Directs and coordinates preparation of rate schedules for the resale of water delivered to other agencies and customers; directs and coordinates preparation of rate schedules for the collection, treatment, storage and disposal of waste water, and the reuse of reclaimed water for customers served by the Agency.

Directs and coordinates the preparation and administration of the Agency budget; reviews and evaluates current programs, anticipates future needs, and formulates long-range goals of the Agency.

Consults with legal counsel concerning matters of litigation, contracts and Agency operations; monitors legislation on the state, federal and local level; directs and coordinates changes required by new legislation.

Plans and directs the selection, training, assignment, supervision, and evaluation of employees; plans and directs Agency employees in areas of financial and program management.

Coordinates planning and other activities of the Agency with those of other public agencies and various county departments.

Coordinates preparation and release to the media of information related to the programs and services of the Water Agency.

Advises the Board of Supervisors and the County Administrator of any changes in state laws or regulations that will have an impact on the delivery of water, wastewater, flood control and reclamation services; provides the Board of Supervisors and the County Administrator with specific plans, costs and recommendations needed to meet legal requirements.

Confers and advises with citizen groups, advisory bodies and others concerned with Agency programs and activities; represents the Agency and speaks before public bodies, groups, organizations and the public on matters pertaining to Agency programs and activities; and attends conferences and seminars to keep informed of new developments and technologies.

Directs the preparation of a wide variety of plans and reports, and maintenance of Agency records and documents.

Establishes and maintains effective communication and working relationships with related County departments and key officials of state, federal and local agencies.

#### Knowledge, Skills, and Abilities

Extensive knowledge of: the principles and practices of water, wastewater and water resources management and administration; the political attitudes and concerns surrounding water and wastewater conservation, control and utilization.

Thorough knowledge of: laws, regulations and legal opinions relating to water rights, water supply and transmission activities, water quality, environmental activities, waste water and water

reuse activities, and flood and drainage control activities; economics and infrastructure financing of domestic water supply and transmission systems, sanitation systems, reclamation, and flood control systems; the principles and practices of public works administration and organization including personnel and fiscal management; and working knowledge of budgetary practices and procedures; English syntax and grammar.

Ability to: plan, organize, and coordinate the activities of an agency with diverse major ongoing program responsibilities; establish and maintain harmonious working relationships with subordinates, representatives of other county departments, public agencies, private contractors, engineers, architects, and the general public; plan, organize, and coordinate the activities of a large department of highly specialized professional and technical employees; interpret, explain, and apply applicable laws, rules, regulations, ordinances, and federal, state and local legislation; prepare and direct the preparation of simple, concise comprehensive written reports and oral presentations containing alternate solutions and recommendations regarding specific resources, plans and policies; provide effective leadership in the development of new or improved procedures and policies; ability to evaluate departmental policies and procedures; define problem areas, and direct the implementation of policy decisions and practices to improve department operations; and ability to exercise initiative, ingenuity, and sound judgment in solving difficult administrative, economic, technical, and personnel problems; serve as technical advisor to public officials, boards, and the general public on water resources, sanitation, and flood control matters; analyze and review staff reports and recommendations, and to give constructive criticism; effectively interview, select, train, supervise and evaluate subordinate managers; supervise and control the expenditure of funds and resources for the Agency.

### Minimum Qualifications

**Education:** Any combination of education and training which would provide the opportunity to acquire the knowledge and abilities listed. Normally, graduation from an accredited college or university with a bachelor's degree in public administration, business administration, engineering, environmental studies, geography, economics, physical and biological sciences, or a closely related field. A bachelor's degree in civil engineering is desirable.

**Experience:** Extensive administrative and management experience, which would provide an opportunity to acquire the knowledge and abilities listed. Normally, six years of professional management experience in a large public agency including water, wastewater, city or county government.

Responsibility for the development and implementation of complex public works/utility projects, programs, goals, policies, and strategies, is highly desired.

**License:** Possession of a valid certification of registration as a Professional Engineer issued by the State Board of Registration for Civil and Professional Engineers is desirable.

Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.







## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 26**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources and County Administrator

**Staff Name and Phone Number:**

Sheryl Bratton, Christina Cramer

**Supervisorial District(s):**

All

**Title:** Fire and Emergency Services Administrator Third Amendment to Agreement for Professional Services

### **Recommended Actions:**

Authorize the County Administrator to execute a Third Amendment to Professional Services Agreement with Jim Colangelo for Fire and Emergency Services Department's Supervision and advisory services on County-wide fire and emergency response services effective February 1, 2018 through June 30, 2018 for a total not to exceed amount of \$150,000.

### **Executive Summary:**

In July 2016, the County entered into a Personal Service Agreement with Jim Colangelo to perform advisory services on Countywide fire and emergency response services. Mr. Colangelo currently represents the County in its ongoing work with the Fire Advisory Council, established by the Board of Supervisors to develop recommendations for consolidation and service enhancements to county-wide fire services. The term of the Agreement was July 1, 2016 through June 30, 2017 for a total cost not to exceed \$49,995.

In April 2017, the County Administrator entered into a First Amendment to Agreement for Personal Service with Jim Colangelo extending the term of the contract through October 31, 2017 and increased the total payments to Mr. Colangelo to not exceed \$99,000.

The Director of Fire and Emergency Services retired on July 31, 2017. After evaluating options for the leadership of the Department, the County Administrator entered into a Second Amendment to Personal Service Agreement with Mr. Colangelo. The term of the contract was extended through January 31, 2018, the Scope of Work was expanded to include the Fire and Emergency Services Department leadership, and, per the Board's signing delegation authority, the cost was not to exceed an additional \$100,000.

Due to the Sonoma Complex Fires and the departmental shift of priorities since October 9, 2017, the Fire and Emergency Services Department oversight and the County-wide fire and emergency response services are ongoing. As a result it is recommended that the Board extend the term of the contract from February 1, 2018 through June 30, 2018, for a six month term extension, at a cost not to exceed an additional \$150,000.

**Discussion:**

The Fire and Emergency Services Department is dedicated to protecting the life and property of Sonoma County residents and visitors, and the environment of the County. The Department has 23.75 FTE and a FY 17-18 budgeted expenditures totaling a little more than \$10 million. The Department delivers Hazardous Materials Services for approximately 1,400 businesses; manages and supports fire and emergency response services in County Service Area #40; provides fire prevention services through code enforcement inspections and plan review; and coordinates emergency management services in the County's operational area. The Director of Fire and Emergency Services reports directly to the County Administrator.

A major component of the Department's responsibility, fire services, is linked to ongoing work with the many fire districts and agencies throughout the County. As part of this process, the County is assessing its role in supporting fire services county-wide. To assist the County Administrator and the Board of Supervisors on assessment of County-wide fire services, the County established a consulting agreement with Jim Colangelo, who has extensive experience in city, county, and state government executive work including public safety and Local Agency Formation Commissions. This Agreement for Professional Services was for a term July 1, 2016 through June 30, 2017 for a total cost not to exceed \$49,995.

Due to the extent of the County-wide fire services work and pursuant to Sonoma County Resolution No. 16-0102 in which the Board authorized the County Purchasing Agent to engage independent contractors to perform services for the County when the annual aggregate cost does not exceed \$100,000, a First Amendment to Personal Service Agreement was entered into with Jim Colangelo in April 2017 extending the term of the contract through October 31, 2017 and increasing the cost to \$99,000.

With the retirement of the Director of Fire and Emergency Services in July 2018, the County Administrator looked to evaluate options for future leadership of the department. In the interest of providing continued expertise and leadership for the Department during this stage of evaluation, the County Purchasing Agent authorized, and the County Administrator executed, a Second Amendment to the Professional Services Agreement with Jim Colangelo to include department leadership and oversight in addition to the previously agreed upon County-wide Fire Services work for a cost not to exceed \$100,000. This Second Amendment to the Professional Service Agreement will expire on February 1, 2018.

Due to the Sonoma Complex Fires and the County shift of priorities since October 9, 2017, the management of the department is still needed. In addition, the advisory services on County-wide fire and emergency response services is not completed. Pursuant to Resolution 16-0102, because the annual aggregate cost will exceed \$100,000, the Board must approve any increase in the cost of the Agreement for Professional Services with Jim Colangelo for FY 2017-18.



Therefore, it is recommended that the Board authorize the County Administrator to enter into a Third Amendment to Professional Services Agreement to continue the services provided by Jim Colangelo including providing departmental leadership and oversight, as well as continuing to advise on the ongoing work on County-wide fire services.

The position of Fire and Emergency Services Director has not been filled and therefore the funds necessary to support the extension of the Agreement are contained in the Fire and Emergency Services' Department's FY 17-18 Salaries and Benefits.

**Prior Board Actions:**

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

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	150,000		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>150,000</b>		

**Funding Sources**

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

**Narrative Explanation of Fiscal Impacts:**

Funding for the services agreement will be provided through the budget salary for the Director of Fire and Emergency Services position. There is no net cost increase to the General Fund.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Proposed Third Amendment to Professional Services Agreement			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Professional Services Agreement First Amendment to Professional Services Agreement Second Amendment to Professional Services Agreement			

### THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This serves as a Third Amendment to Agreement ("Third Amendment") between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Jim Colangelo, an individual (hereinafter Consultant").

#### Recitals

Whereas, County and Consultant entered into an Agreement for Professional Services to perform designated management consulting services for County from July 1, 2016 to June 30, 2017;

Whereas, a First Amendment to Agreement was entered into between the parties to extend the term to October 31, 2017, for additional compensation; and

Whereas, a Second Amendment to Agreement was entered into between the parties to extend the term to January 31, 2018, for additional compensation, and modified Scope of Work; and

Whereas, in the judgment of the County Administrator it is necessary and desirable to further amend the Agreement to extend the term to June 30, 2018, for additional compensation; and

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

1. Section 2., Payment, of the Agreement, is further amended to read:

"For all services and incidental costs required hereunder, Consultant shall be paid on a per hour basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Consultant for work through June 30, 2017, shall not exceed Ninety Nine Thousand Dollars (\$99,000). Additionally, for all work performed by Consultant on or after August 1, 2017 through January 31, 2018 total payments to consultant shall not exceed an additional sum of One Hundred Thousand Dollars (\$100,000). Additionally, for all work performed by Consultant on or after February 1, 2018, through June 30, 2018, total payments to consultant shall not exceed an additional One Hundred Fifty Thousand Dollars (\$150,000)."

2. Section 3., Term of Agreement, of the Agreement as revised in the Amendment to Agreement is revised as follows:

"The term of this Agreement shall be from July 1, 2016 to June 30, 2018, unless terminated earlier in accordance with the provisions of Article 4 of the

Agreement."

3. Exhibit A, "Scope of Work," shall be replaced with a new Scope of Work as attached hereto and incorporated herein as though set forth in full.
4. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

CONSULTANT:

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

By: \_\_\_\_\_  
James Colangelo

COUNTY OF SONOMA:

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

By: \_\_\_\_\_  
Sheryl Bratton  
County Administrator

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Name:  
County Counsel

“Exhibit A  
Scope of Work

Jim Colangelo for scope of work for the Fire Services Project

Consultant will provide:

- Facilitate meetings of the Fire Services Advisory Council.
- Provide support for the Fire Services Advisory Council including but not limited to preparation of Requests For Proposals, reports to the Board of Supervisors, and other documents.
- Advise the County on issues involving district formations, annexations, and consolidations;
- Conduct negotiations on behalf of the County with relevant entities regarding tax transfers and other necessary agreements related to district formations, annexations, and consolidations.
- Draft Memorandums of Understanding or other necessary documents associated with district formations, annexations, and consolidations.
- Assist in researching and writing final report to the Board of Supervisors, as determined necessary by the Board.
- Provide other advice and research related to Fire Services, LAFCO processes, or related areas as requested.

Additionally, commencing August 1, 2017, the following additional terms shall apply:

- Consultant shall prepare a management review of the Fire and Emergency Services (“FES”) Department. The management review report shall include the following details:
  - Analysis of compliance with County policies and procedures;
  - Determination of appropriate staffing levels in regards to current and future workloads;
  - Analysis of organization structure to enhance efficiencies and effectiveness;
  - Analysis of financial structures to ensure accurate reporting of data and chain of custody;
  - Analysis of Operations Division to determine appropriate level of service to the Volunteer Fire Companies.

- The final management review report shall be due two weeks following written comments from the County Administrator on the draft management review report.
- Consultant's work shall include overseeing the department during the interim period while the County prepares and completes a formal recruitment process for a permanent director.
- Consultant shall retain the independent discretion to control how the work required under the Scope of Work is done.
- Contractor shall set his own hours but shall not bill more than 32 hours in any week.
- Consultant is not prohibited from taking other jobs from other businesses during the term of the contract so long as the other work does not give rise to a conflict of interest. However, this Agreement shall be the only source of payments for consulting work for County by Consultant during the term of the Agreement.
- Draft agenda's for Fire Services Advisory Council meetings shall be provided at least seven (7) days in advance of the meeting. All other work shall be provided on a timely basis as determined at the time of assignment.
- Cost: Consultant shall be paid on a per hour basis at a rate of \$175 per hour to perform all services under this agreement. For the period through July 31, 2017, travel will be reimbursed at \$125 per hour, not to exceed 3 hours for any one-way trip. Commencing August 1, 2017, Consultant shall not charge for travel time. Total payments under this contract shall be made pursuant to Section 2 of the Agreement, as amended, for all services rendered. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.”



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 27**  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors / Board of Directors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Informational Only

**Department or Agency Name(s):** Agricultural & Open Space Districts and County Administrator's Office

**Staff Name and Phone Number:**

Karen Gaffney 707-565-7344

**Supervisory District(s):**

All

**Title:** Living in A Fire Adapted Landscape

### **Recommended Actions:**

Accept the "Living in a Fire Adapted Landscape" report to integrate relevant recommendations into the Recovery & Resiliency work plan..

### **Executive Summary:**

The Watershed Collaborative – a coalition of groups including county agencies, special districts, resource conservation districts, non-profits, agricultural groups, watershed groups, state and federal agencies – was convened in October 2017 to address the impacts of the fires on natural and working lands and to outline a set of short and long term actions focused on watershed resiliency. A report – "Living in a Fire Adapted Landscape" was developed with the input of over 150 individuals representing 60 organizations, and includes a set of prioritized actions for consideration by the County Board of Supervisors. The report is a preliminary compilation of recommendations, does not represent a consensus view of all participating entities, and has not been peer reviewed, nor does the report identify the resources needed to implement the priorities or a lead entity. The report is a strategy document rather than an implementation plan, and may be considered by the Board of Supervisors as significant input into the watershed work plan for the Sonoma County Office of Recovery and Resiliency.

### **Discussion:**

The fires of October 2017 devastated communities in Sonoma County, and the road to recovery will be long and arduous. In addition to the tragic loss of life and the destruction of homes, businesses and public infrastructure, the fires burned natural and working landscapes. Forests and shrub lands, urban open spaces, stream corridors, rangelands and cultivated agriculture were damaged. This report focuses on the impacts to working and natural lands, and identifies a set of priorities for long term resiliency of these watershed lands.

A fundamental part of Sonoma County’s identity, these watershed lands are critical to the health and recovery of our communities. They provide local food, filter drinking water, protect cities and towns from flooding and landslides, sustain biological diversity, provide opportunities for residents to enjoy the mental and physical health benefits of the outdoors, and contribute to the County’s iconic beauty. The soils, trees, and other vegetation in these watersheds sequester carbon, while the riparian corridors are critical for climate change adaptation, wildlife movement and groundwater recharge. Historically, these working and natural lands regularly experienced fire, with many native plant communities relying upon fire for their continued viability.

Immediately after the fires, the Sonoma County Agricultural Preservation & Open Space District (Sonoma Ag + Open Space) and the Sonoma County Water Agency convened over 100 watershed groups to discuss short and long term actions to address the aftermath of the fires. These groups – hereafter called the Watershed Collaborative - included representatives from local, state and federal agencies, resource conservation districts, non-profits, agricultural groups, academic entities, watershed and community groups. Working groups were formed, chaired and coordinated by Ag + Open Space and Sonoma Resource Conservation District staff.

This report outlines a set of strategic, actionable priorities to protect working and natural lands, public and private landowner investments in these watershed lands, and the continuing ability of these lands to provide multiple benefits to human and natural communities. Many of the priorities outlined in this report will apply not only to future fires, but to other disasters such as floods, droughts and earthquakes. Resiliency is the ability to recovery quickly from difficulties, and in the context of our watersheds this extends to natural systems, working lands, and the people who manage, live, and enjoy these places. Sharing knowledge, skills, and resources not only produces better results, it strengthens us as a community. A consistent theme from participants throughout this process was the importance of continuing that collaboration in service of a resilient Sonoma County.

The new Office of Recovery and Resiliency Watershed Recovery Coordinator will be able to build upon the thoughtful and strategic input provided by the experts who contributed their time to develop the “Living in a Fire Adapted Landscape” report, continue to coordinate input from the watershed collaborative, and develop a specific work plan for watershed recovery that integrates many of the identified priorities of the watershed collaborative.

In close collaboration with the Office of Watershed Recovery and Resiliency, the Sonoma County Agricultural Preservation & Open Space District and the Sonoma County Water Agency will move forward on key elements included in the report, including data, assessment and planning in support of post-fire evaluation and long term watershed resiliency, evaluations of burn severity and intensity as a function of land management and land use type, development of a “story map” regarding the fires, evaluation of the relationship between the fires and water supply infrastructure, and supporting the Office of Recovery and Resiliency in expanding upon and implementing relevant priorities identified in the report.

**Prior Board Actions:**

None



<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
Not Applicable			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
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Draft report “Living in a Fire Adapted Landscape: Priorities for Resiliency – Sonoma County Working and Natural Lands			
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# LIVING IN A FIRE-ADAPTED LANDSCAPE

**PRIORITIES FOR RESILIENCY**

**SONOMA COUNTY NATURAL & WORKING LANDS**

This report represents a compilation of prioritized recommendations from a wide variety of experts on working and natural lands. The report is focused on the long term resiliency of Sonoma County watersheds – including our working and natural lands. The report does not represent any one organization, nor does it reflect consensus.

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County Ag + Open Space.

# Background & Report Purpose

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The fires of October 2017 devastated communities in Sonoma County, and the road to recovery will be long and arduous. In addition to the tragic loss of life and the destruction of homes, businesses and public infrastructure, the fires burned natural and working landscapes. Forests and shrublands, urban open spaces, stream corridors, rangelands and cultivated agriculture were damaged. This report focuses on the impacts to working and natural lands, and how we can keep them vibrant for future generations.

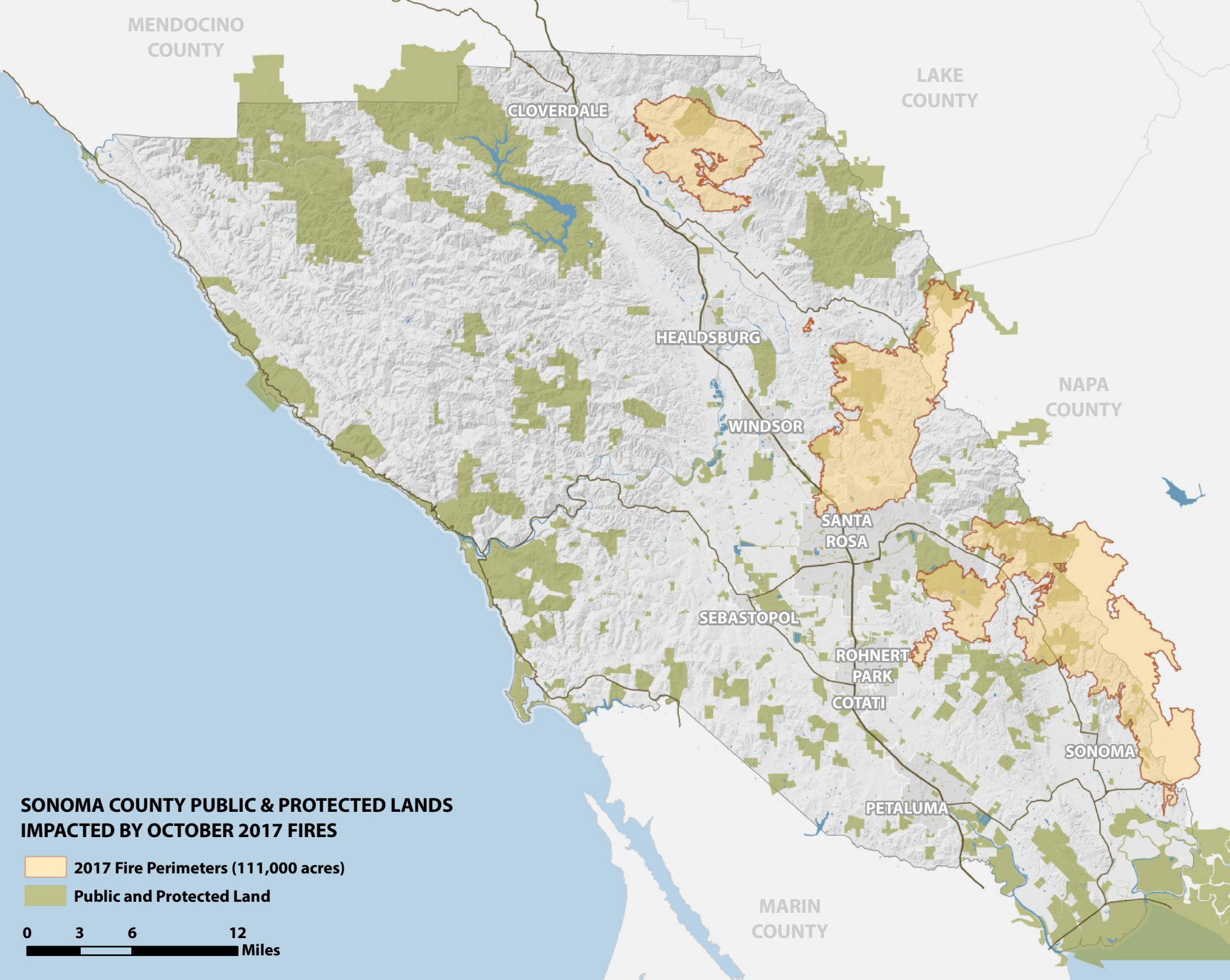
A fundamental part of Sonoma County's identity, these watershed lands are critical to the health and recovery of our communities. They provide local food, filter drinking water, protect cities and towns from flooding and landslides, sustain biological diversity, provide opportunities for residents to enjoy the mental and physical health benefits of the outdoors, and contribute to the County's iconic beauty. The soils, trees, and other vegetation in these watersheds sequester carbon, while the riparian corridors are critical for climate change adaptation, wildlife movement and groundwater recharge. Historically, these working and natural lands regularly experienced fire, with many native plant communities relying upon fire for their continued viability.

While natural and working lands will recover on their own over time, some areas will need active restoration, management, and investment of resources in order to avoid runoff of toxic materials and sediments into drinking water supplies and sensitive habitats, to minimize the threat of flooding, landslides, and other safety

hazards, and to maximize ecosystem recovery. Through thoughtful and targeted assessments, planning, and permitting, the health and function of Sonoma County's open space lands can be strengthened to be better prepared for future fires.

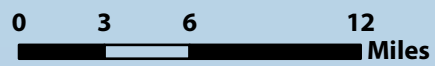
This report outlines a set of strategic, actionable priorities to protect working and natural lands, public and private landowner investments in these watershed lands, and the continuing ability of these lands to provide multiple benefits to human and natural communities. Many of the priorities outlined in this report will apply not only to future fires, but to other disasters such as floods, droughts and earthquakes. As development pressure in the wildland urban interface intensifies, and the impacts of climate change increase, so does the risk of catastrophic wildfire spreading into urban areas. Enhanced integrated planning and land management in our natural and working lands will promote the resiliency of the County's human communities as well as its rich ecosystems.

The work of the Watershed Collaborative is based in a vision of our landscape and its people adapting to the changing climate without catastrophic loss. Resiliency is the ability to recover quickly from difficulties, and in the context of our watersheds this extends to natural systems, working lands, and the people who manage, live, and enjoy these places. One heartfelt lesson we have all learned from the fires is that sharing knowledge, skills, and resources not only produces better results, it strengthens us as a community. A consistent theme from participants throughout this process was the importance of continuing that collaboration in service of a resilient Sonoma County.



**SONOMA COUNTY PUBLIC & PROTECTED LANDS IMPACTED BY OCTOBER 2017 FIRES**

- 2017 Fire Perimeters (111,000 acres)
- Public and Protected Land



Data Sources: Fire Perimeter (CalFire, 10/23/2017); Sonoma Veg Map (HUC12 Watersheds); Public and Protected Lands (CPAD, CCED); County of Sonoma



## Relationship To Other Fire Recovery Efforts

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The County of Sonoma is leading the local recovery effort, working closely with other local, state, and federal agencies to address the impacts of the fire on the health, economic vitality and safety of Sonoma County citizens and communities. The County – in concert with special districts like the Sonoma County Water Agency and the Agricultural Preservation and Open Space District (Ag + Open Space) – leads watershed recovery efforts, via participation in CAL FIRE’s Watershed Emergency Response Team (WERT) and through other initiatives. This report was requested by the Sonoma County Board of Supervisors in the immediate aftermath of the fires to ensure that the expertise of agricultural and natural resources groups informed the recovery and long-term resiliency of Sonoma County’s watershed lands.

In addition to the County of Sonoma’s lead role in watershed recovery and resiliency, other complementary efforts and initiatives are also underway that will contribute information and strategies to watershed recovery. These include the Russian River Confluence, the Forest Conservation Working Group and the FOREVER Initiative, the Russian River Pilot Program, Sonoma County Regional Parks Integrated Parks Plan, Rebuild North Bay, SoCo Rises, Audubon Canyon Ranch’s prescribed fire initiative, Sonoma County Water Agency Strategic Plan and the Sonoma County Ag + Open Space Vital Lands Initiative, among others.



# Watershed Collaborative Approach

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This report reflects a collaboration of the Sonoma County community to identify actions for natural and working lands impacted by the fires, with an emphasis on the protection of working lands, native habitats, wildlife, streams and wetlands, as well as human health and safety. This joint effort became known as the Watershed Collaborative. Although coordination was provided by Ag + Open Space and the Sonoma Resource Conservation District at the request of the Sonoma County Board of Supervisors, the proposed actions listed in this report reflect the priorities of multiple groups, and the report does not necessarily reflect the consensus of all participants. Working groups were formed around particular focus areas to enhance efficiency and take advantage of the incredible local knowledge and expertise in our community. Each working group includes representatives from local, state and federal agencies, resource conservation districts, non-profits, agricultural groups, academic entities, watershed and community groups, and is chaired and coordinated by Ag + Open Space and Sonoma Resource Conservation District staff. The entities listed at the start of this report self-selected to participate in working groups based on their interest and expertise, and the entire process was open to anyone who wished to participate.

Each working group met three times, developing a list of tasks which they felt were critical to the health and resiliency of Sonoma County watersheds. The first meeting was an opportunity to discuss the fires and share ideas for short and long term actions. At the second meeting, attendees prioritized the complete list of actions. During the third meeting, attendees reviewed the lists

of summarized actions, and made any necessary revisions. A final meeting re-convened all of the working groups to review the final report in advance of its presentation to the Board of Supervisors. The report reflects a rapid assessment process that engaged many busy people during a challenging time – there are no doubt elements that the participants may wish to further refine during future discussions.





## Report Focus Areas

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The Natural & Working Lands Report presents a set of overall priorities to ensure the resiliency of working and natural lands, as well as more detailed priorities for the five focus areas, outlined and described below. Some of the work outlined in the report is already planned or underway, and some has not yet begun.



## Overall Priorities

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1. Support landowners and land managers in assessing and mitigating watershed impacts of the 2017 fires
2. Build on increased community awareness to enhance strategies for living in a fire-prone landscape
3. Evaluate the response of natural and agricultural lands to the fire to inform recovery efforts and prepare the community and the land for the inevitable impacts and benefits of future wildfire
4. Implement, refine, or develop policy to ensure community and ecosystem resiliency in a fire-adapted landscape
5. Develop long-term funding strategies for wildfire resilience, preparation, and recovery for working and natural lands
6. Maintain the collaboration focused on fire resiliency on natural and working lands

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An aerial photograph of a rural landscape, likely a vineyard or agricultural area. The terrain is divided into a grid of rectangular plots, some of which are planted with crops, possibly grapevines. A winding road or path is visible, cutting through the fields. The overall color palette is dominated by earthy tones, with some green and brown patches. The image is partially obscured by a dark blue horizontal bar at the top, which contains the section title.

SECTION

**1**

FOCUS AREA

# Data, Assessment, & Planning

## Background: Data, Assessment, & Planning

---

Sonoma County is fortunate to have made investments in data that enabled public agencies, non-profits, and the scientific community to rapidly and effectively respond to this disaster – allowing us to quickly identify building locations, perform hydrologic modeling, assess ecosystem function and evaluate the threats to our watersheds and priorities for recovery. In this respect, we are ahead of the curve compared to most other places in the nation dealing with disasters of this magnitude. The data developed by Sonoma County agencies and institutions allow us to rapidly identify problem areas and places on the landscape most likely to pose threats to agricultural lands, native habitats, ecosystems and wildlife, and human health and safety. For example, the Sonoma County community is using LiDAR data developed with NASA, hydrologic models to forecast the effects of atmospheric rivers, the recently completed fine-scale vegetation and habitat map to track and model sources of pollution likely to move into stream systems during storm events, and other remotely sensed data to evaluate the current and potential impacts of the fires.

# Priority Actions: Data, Assessment, & Planning

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## 1. Identify short-term toxin, sediment, and debris flow threats and other hazards to waterways and public safety.\*

Rationale: Determine where immediate and short-term recovery efforts are needed to protect working and natural lands.

ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. Establish a short-term, collaborative monitoring program to measure ambient toxin and sediment concentrations through the upcoming rainy season\***
- b. Establish, in collaboration with partners, an assessment framework to understand the fate and transport of contaminants [sediments and toxics] from burned regions to waterways for use in long-term monitoring of fire impacts**
- c. Survey roads, culverts, and other potential failure areas using traditional mechanisms and citizen science**
- d. Prioritize contamination control and remediation efforts in areas with significant potential to deliver contaminants to waterways, and monitor success of efforts**
- e. Identify areas with a high probability of debris flow or other hazards using Geographic Information Systems (GIS) and remote sensing to inform emergency planning decisions**

## 2. Evaluate the response of natural and agricultural lands to the fire.

Rationale: Inform how landowners can best manage their land to reduce and/or mitigate the long-term negative impacts of wildfire.

ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. Evaluate fire severity and response based on land management activities (e.g., forest management, grazing, agricultural land cover) \***
- b. Conduct ground assessments to monitor natural vegetation response over long-term, especially among rare plants and rare plant communities (e.g., riparian, mesic chaparral, etc.) affected by the fire \***
- c. Acquire aerial imagery and a digital surface model of rural areas post-burn and use to assess fine-scale burn severity, vegetation mortality, carbon loss, etc. \***
- d. Analyze pre-fire vegetation data (e.g., vegetation type; understory and overstory fire/fuels) and burn intensity and severity to assess short-term change and long-term resiliency of ecosystems**
- e. Assess impacts of fire suppression [bulldozer lines, fire retardant, etc.]**
- f. Analyze wildlife response to wildfires, including analysis of wildlife corridors**

Actions identified by the working group as highest priority (bold) • \*Indicates an action already underway • Priority action numbers are for reference only and do not imply a ranking.

### 3. Strengthen and coordinate data collection and analysis efforts for fire recovery.

Rationale: Provide information for agencies, NGOs, and landowners to better prepare for future wildfire and reduce their catastrophic impact.

#### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. **Improve monitoring of tributary stream flows and water table levels in order to better prepare for potential flood events**
- b. Identify what data are needed for recovery and long-term resiliency
- c. Complete the planned total maximum daily load (TMDL) studies for the Russian River watershed
- d. Evaluate the value of the NASA-funded Sonoma Veg Map data in fire response
- e. Complete an economic valuation of fire damage to ecosystem services \*
- f. Conduct post-fire carbon mapping and monitoring to assess climate impacts of the fires \*
- g. Improve fire projection models by basing methodology on fire ecology and projected climate change, as opposed to fire suppression
- h. Develop platform for citizen-science based data-collection on fire behavior, land recovery, and potential hazard zones to be utilized for this disaster and future disasters

### 4. Develop framework for management and dissemination of data.

Rationale: Enable data sharing to inform coordinated decision-making before, during, and after wildfires and other natural disasters.

#### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. **Evaluate and leverage existing data dissemination systems [e.g., ArcGIS Online, EcoAtlas, etc.] and establish a common data platform for partners and public**
- b. Perform literature and data review and distribute data resources among partners to best inform land-management decisions
- c. Increase capacity for remote, digital data collection and utilization for local and state agencies [e.g. increased use of imagery, tablets, utilization of local interns]
- d. Establish electronic templates to ensure standardized data collection
- e. Create a county-wide GIS Strategic Plan and investigate potential for ESRI support

## 5. Develop long-term landscape vision for wildfire resilience and ecosystem recovery and incorporate into county planning.

Rationale: Use what we have learned to create more sustainable and resilient working and natural lands.

### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

a. Analyze wildfire and disaster planning programs from around the world that specifically address ecosystem recovery in natural and working lands, and apply locally

b. Improve Hazard Mitigation Plans for County through a joint stakeholder planning effort that has enhanced information about watershed resiliency

c. Evaluate historic fire patterns and incorporate into regional planning

d. Evaluate the relationship between water system resiliency and watershed resiliency through the lens of fire

e. Where appropriate, integrate information and priorities from this report into the Sonoma County General Plan, Ag + Open Space Vital Lands Initiative, Sonoma County Integrated Parks Plan and other relevant county plans





SECTION

2

FOCUS AREA

# Working Lands



## Background: Working Lands

---

Sonoma County has a long history of productive agriculture in the form of crop cultivation, livestock, dairying, wine grape growing, and a myriad of food and fiber production. The areas burned included many working lands, as well as the infrastructure required for productive agriculture to thrive. Working lands provide many benefits to our watersheds, and the recovery and protection of these lands is an important part of watershed resiliency. Preliminary assessments indicate that working lands were an important buffer in reducing the impacts of the fire and may continue to provide these types of benefits for other types of natural disasters.



# Priority Tasks: Working Lands

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## 1. Support the recovery and viability of working lands.

Rationale: Ensure that agricultural operations can recover and continue to thrive on working lands after the fires.

### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. Rebuild water, fence and road infrastructure and mitigate potential watershed impacts of non-functioning infrastructure \***
- b. Incentivize grazing as land management strategy – using best management practices – through funding for fencing and water sources, regulatory influence on meat markets and reduction of regulatory barriers**
- c. Use easements, Williamson Act contracts and other tools to ensure that working lands in fire-prone areas remain in operation
- d. Collectively manage fuel load treatment areas so that one neighbor does not negatively impact the surrounding area
- e. Reduce economic, regulatory and logistical barriers to timber harvest, so that the sustainable harvest of merchantable timber can be used as a tool for forest and fuel load management
- f. Explore biomass energy options as one solution for fuel load reduction
- g. Document and communicate how working lands helped with firefighting

## 2. Assess the benefits of local working lands in disaster relief and recovery.

Rationale: Evaluate the value of working lands in the County with regards to fire relief.

### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. Analyze the protective effects of agricultural buffers [including vineyards and rangelands] around urban communities in relation to disaster resilience
- b. Evaluate role of working lands in watershed resiliency and function
- c. Assess use of vineyard workers as labor force for erosion control when materials and funds are available
- d. Evaluate the use of agricultural ponds in fire suppression and investigate incentives for agricultural pond creation with fire relief functions

Actions identified by the working group as highest priority (bold) • \*Indicates an action already underway • Priority action numbers are for reference only and do not imply a ranking.

**3. Improve disaster planning for agriculture users and the associated emergency response.**

Rationale: Be ready for fast, coordinated action for the next disaster to save livestock, infrastructure, natural lands and human lives.

ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. Improve and create disaster plans with relevant agencies

[e.g. Animal Services, Ag Commissioner’s Office, Sheriff’s Department, etc.] for the evacuation and care of poultry and livestock in emergency situations

- b. Create and disseminate a template disaster plan and provide technical recommendations to assist landowners of working lands in emergency planning



photo by JOAN SCHWAN

SECTION

3

FOCUS AREA

Land Management



## Background: Land Management

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Following a wildfire of any size, the landscape changes, sometimes quite dramatically. In some cases, this change is beneficial for the ecosystems and natural processes at work, while at other times the change is catastrophic and requires remedial action to reduce the potential for negative impacts. Important streams and wetlands were significantly impacted by the October 2017 fires, potentially compromising the health and function of these waterbodies. Because many of these sensitive waterbodies were already compromised before the fires – due to 150 years of urbanization, road construction, and land use activities – additional care must be taken to reduce further degradation, loss of habitat, and increased pollution. The Land Management Focus Area identifies short-term actions to address current threats to working and natural lands, and long-term actions to increase Sonoma County’s fire preparedness and enhance watershed protection and recovery.

# Priority Actions: Land Management

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**1. Take actions to protect natural and agricultural lands in the short and long term. Key concerns include water quality impacts, sensitive habitat damage, road and slope failures, and invasive plant proliferation.**

Rationale: Focus recovery efforts where they will have the greatest impact.

ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. **Focus contamination control efforts of sediments and toxic materials on rural home sites near waterways and steep slopes, and remove hazardous debris from waterways \***
- b. **Evaluate and prepare for culvert and road repair for systems damaged by fire or by subsequent debris flows and higher stormflows.\***
- c. **Prepare for invasive species management on burnt lands**
- d. Implement land management best practices within 100 feet of creeks, rivers, and other waterways

**2. Restore sensitive natural landscapes disrupted by fire and pre-fire degradation.**

Rationale: Some areas may require active management, including erosion control, native plant revegetation or invasive species control.

ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. **Collect fire-related hazard trees for use as large woody debris in riparian restoration projects**
- b. Identify high-sensitivity natural areas that may need restoration (e.g., high-intensity burn areas, graded areas in high quality or rare vegetation types, riparian habitat) and implement restoration based on best available science \*
- c. Repair damage to lands caused by fire suppression [bulldozer lines and other fire breaks, fire retardant, etc.]\*
- d. Improve wetland habitat throughout county, including the Laguna de Santa Rosa, to increase floodplain capacity to control flood waters
- e. While performing restoration activities, take into account pre-fire degraded areas and include these in targeted enhancements.

Actions identified by the working group as highest priority (bold) • \*Indicates an action already underway • Priority action numbers are for reference only and do not imply a ranking.

### 3. Increase local capacity to manage fuels effectively countywide.

Rationale: Manage natural, agricultural, and urban-interface lands to prevent build-up of dangerous fuel loads, enhance environmental benefits and protect escape routes.

**ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:**

- a. Create and maintain firebreaks that provide multiple benefits beyond fuel load reduction, including agriculture, recreation, biodiversity, water supply and quality, and carbon sequestration.
- b. Expand local capacity for utilizing controlled burns to manage fuels and maintain healthy ecosystems.
- c. Increase landowner education on best management practices for fuels within the wildland-urban interface zone, using workshops, example projects, etc.
- d. Support establishment of Forest Health Districts or a similar mechanism to provide structure, funding, and resources for rural landowners to collectively manage forest lands in an ecologically sound manner
- e. Explore biomass energy options for mechanically removed fuel loads



SECTION

4

FOCUS AREA

Education & Outreach



## Background: Education & Outreach

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In times of crisis, often one of the greatest challenges is clear and consistent communication. Fortunately, prior to the October 2017 fires, myriad agencies, non-profit organizations, and schools had already been successfully collaborating to increase the environmental literacy of the community and instill practices that enhance watershed health and resiliency. Those groups, in addition to others, comprise the Education and Outreach Working Group. This working group identified and recommended communications channels, messaging documents, educational programs, and other resources to clearly communicate important information or desired actions in a timely and consistent way. The strategies acknowledge the importance of learning from the community, promoting citizen science, and engaging in two-way dialogue, and are intended to reach a diversity of audiences with appropriate and relevant messages.



# Priority Actions: Education & Outreach

---

## 1. Provide Sonoma County residents with essential, coordinated information about working and natural lands during and immediately following the fires.\*

Rationale: Give the public reliable information and streamline outreach.

### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. Identify the audiences that would benefit from outreach and education following the fires, using appropriate messages and communications channels \***
- b. Disseminate scientifically accurate information in clear, conscientious way to educate and inspire.\***
- c. Ensure information is disseminated in culturally relevant ways [e.g., translated into Spanish, shared on proper message boards, etc.] \***
- d. Provide press updates on recovery efforts of working and natural lands \***
- e. Develop resources to quickly/easily distribute to neighborhood groups, NextDoor, etc.; devise ways to get information about working and natural lands out to a wide audience**
- f. Collaborate among partners to ensure messaging is consistent across sources**

## 2. Provide landowners with resources to best care for fire-affected areas.\*

Rationale: Concerned landowners may inadvertently increase pollutant discharges to streams, impact stream habitat, introduce invasive plants, impede natural recovery, and/or spend time and money on actions that do not help protect their property or the environment.

### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. Provide landowners with appropriate land management recovery methods for both urban and rural areas, and recommend that they seek expert advice from resources such as the RCDs when it comes to caring for damaged lands [i.e., 'first do no harm'] \***
- b. Spread message that most of the burned natural lands are fire-adapted and will recover without interference**
- c. Coordinate targeted outreach campaign to landowners whose burned areas may affect streams and wetlands and provide best management practices to protect water quality, habitat, and water supply, and reduce flood risk**

Actions identified by the working group as highest priority (bold) • \*Indicates an action already underway • Priority action numbers are for reference only and do not imply a ranking.

### 3. Increase the general awareness in our community about the realities of living in fire-prone landscapes.

Rationale: Build a community foundation of knowledge about fire-adapted landscapes, fire likelihood, risks, and natural functions of wildfire in order to increase effectiveness of methods to protect and restore fire-prone lands.

#### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. **Launch long-term communication and engagement with greater Sonoma County community regarding fire issues, including education of public officials on fire ecology**
- b. **Educate community on how to live with fires in a fire-adapted landscape**
- c. **Integrate fire education into existing Environmental Education programs and continue to expand local environmental and agricultural literacy**
- d. **Increase education about Wildland Urban Interface, prescribed fire benefits and implementation, fire-adapted plants and landscapes**
- e. Educate Sonoma County residents on the impact of the fire to ecosystem services and the benefits they provide
- f. Expand education on potential wildfire ignition sources to reduce future fire potential
- g. Develop programs and curricula to ensure interaction with schools and school centered advocacy related to fire
- h. Educate the community regarding relevant sections of the County Hazard Mitigation Plan
- i. Set up citizen science protocols and engage the community that wants to 'do something' through citizen science efforts

### 4. Encourage and coordinate community participation in recovery and resilience efforts.\*

Rationale: Provide effective ways for concerned residents to help care for their neighbors and their community.

#### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. **Engage community, including students, in recovery efforts and post-fire monitoring in an appropriate and safe way \***
- b. **Use restoration efforts as an opportunity to educate about fire adapted landscapes**
- c. Facilitate community healing by offering opportunities to be outdoors and help restore protected lands
- d. Engage higher education academic professionals and their students in recovery efforts
- e. Establish citizen science platforms (like iNaturalist) to engage community in recovery efforts
- f. Engage leaders from under-served and ethnic communities; disseminate information in a culturally relevant way

## 5. Support private landowners in preparing for wildfire.

Rationale: Manage natural, agricultural, and urban-interface lands to prevent build-up of dangerous fuel loads and protect escape routes.

### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. **Improve best management practices (BMPs) education, including how to apply for prescribed burn permits and how to create ecologically-sensitive defensible space**
- b. Establish a Wildlands-Urban Interface Workshop for landowners to learn how to best prepare for wildfire

- c. Utilize non-typical community groups [e.g., neighbor organizations, museums, Chamber of Commerce] and existing communication platforms [e.g., NextDoor, Facebook, email, mailers] to educate landowners on risks and best practices
- d. Educate landowners on key components of Sonoma County Hazard Mitigation Plan and Fire Safe Sonoma documents
- e. Explore working with private insurance companies regarding updating the criteria for insurance rates related to fire in our area based on the latest science and data”



photo by **STUART MARTIN**



SECTION

5

FOCUS AREA

# Legislation, Policy, & Funding



## Background: Legislation, Policy, & Funding

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Although many of the actions needed for fire recovery and long-term watershed resiliency are within the capabilities of local organizations, some will require significant amounts of outside and local funding, while others will require changes in policy or legislation. The Legislation, Policy, and Funding Focus Area focuses on strategies for obtaining additional funding to ensure a resilient future for the watersheds impacted by the wildfires, as well as addressing some of the challenges and opportunities related to local and state laws and policies.

# Priority Actions: Legislation, Policy, & Funding

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## 1. Leverage the recent attention on Sonoma County to seek local, state, federal and private funding and support for policy change to advance priorities for watershed resiliency.\*

Rationale: Use this critical time to make lasting changes that better protect working lands, parks, natural environments, public safety, and property.

### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. **Seek funding and support for long-term land management policy changes, including incorporating wildfire policy into the General Plan, ensuring that land use planning and building standards are informed by most recent science, and increased consideration of hazard risk in local development decisions \***
- b. **Develop and adopt land use policy and legislation that considers recurrence of fires and other disasters to ensure that this level of damage does not devastate the county again**
- c. **Ensure that rebuilt structures and new development associated with recovery occurs within the existing community footprint, and high intensity uses continue to be contained within existing Urban Growth Boundaries and Urban Service Areas**
- d. **Analyze and include climate change and increased risk and vulnerability from future fires in hazard planning**

## 2. Develop short and long-term funding strategies for wildfire recovery, resilience, and preparation.

Rationale: Help ensure that recovery resources are fairly and effectively distributed and make funds available to plan and implement wildfire safety and restoration measures.

### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. **Ensure public and non-profit organizations are included in response and recovery plans, and are provided sufficient funding to support recovery efforts, research, and resiliency planning through support for grant applications, philanthropic funding, state and federal funding, etc.**
- b. **Ensure base funding for RCDs, NGOs, watershed groups, etc. to manage for long term watershed resiliency**
- c. **Consider the creation of a self-financing “wildland management utility” that can operate on public and private lands to address fire, drought, climate, and flood resiliency**
- d. **Seek funding for assessment of impacts, long term monitoring, and other needed research to support data-driven land use decision-making, including public-private funding schemes**
- e. **Provide guidance to organizations about funding opportunities and**

Actions identified by the working group as highest priority (bold) • \*Indicates an action already underway • Priority action numbers are for reference only and do not imply a ranking.

the pathway for disbursement

- f. Support private landowners in recovery through socially-equitable, restoration funding

### **3. Improve the emergency response framework to better respond to the needs of natural and working lands in emergency situations.**

Rationale: While well equipped for saving lives and property, the emergency framework could better address needs that are specific to natural and working lands.

#### **ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:**

- a. Analyze the response for this emergency in natural and working lands settings, and investigate policy and legislative changes to improve future disaster response, including early warning systems and communication challenges
- b. Develop neighborhood level emergency response plans focused on the unique needs of natural and working lands, and support landowners in implementation
- c. Implement existing disaster preparedness plans, incorporate Watershed Collaborative priorities into existing and new plans, and create new plans where gaps exist (e.g., Flood & Fire Plan, Stormwater Resources Management Plan, Earthquake Plan, etc.), ensuring that all plans are publicly-accessible and landowners are able and willing to implement them
- d. Improve coordination among emergency and non-emergency

agencies to ensure that the unique needs of rural landowners are met [e.g. large animal evacuations, access to livestock, etc.]

- e. Analyze how infrastructure in natural and working lands can provide benefits and challenges in times of disaster [e.g., water sources, increased potential for electric fires, distributed power sources, etc.]

### **4. Increase the use of innovative land management practices within the wildland urban interface to better prepare for future natural disasters.**

Rationale: Use the heart, commitment, and innovative spirit of Sonoma County residents to test new, creative wildland urban interface management strategies to improve land management locally and in other regions.

#### **ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:**

- a. Ensure that communities are striving for resiliency to fire, flood, and drought in regional planning endeavors and provide support for implementation
- b. Develop voter support for programs which enhance the management of the wildland urban interface including fuel load reduction, natural resource management, and innovative land use planning
- c. Encourage rebuilding and future building in areas outside of fire and flood risk zones and closer to public services such as transit systems, schools, and offices
- d. Increase funding for large-scale fuel load reduction projects –



spanning multiple parcels

- e. Provide opportunities for interested landowners to work with conservation organizations as potential sources for recovery support and funding [e.g., fee purchase, conservation easement purchase, transfer of development rights, etc.]
- f. Establish and manage flood and fire resiliency buffers around urban communities including long-term protections for existing community separators and greenbelts
- g. Coordinate and fund a cooperative fire use, fuels and restoration crew
- h. Expand the Fire Safe Sonoma, integrate priorities for working and natural lands, and utilize existing framework to foster fire prevention, fire resiliency, and fire safety
- i. Increase land stewardship incentives for private landowners using best available science
- j. Consider working with insurance agencies to incentivize private landowner stewardship
- k. Develop a “lessons learned” document to share widely, in the hope that other places can learn from our experiences

## **5. Enhance permitting processes, zoning, and building codes to support wildfire prevention, reduce risk and improve watershed health.**

Rationale: Make it easier, especially for private landowners, RCDs, and NGOs, to implement practices that will improve public safety and disaster resiliency while still maintaining adequate environmental protection.

### ACTIONS IDENTIFIED BY WORKING GROUPS INCLUDE:

- a. Evaluate challenges to implementation of fuel reduction projects (including prescribed fires, mechanical thinning, or other ecologically sensitive methods), and other best management practices (e.g. restoration, road crossing repairs, forest management, etc.), and develop a simpler/ cost effective process for landowners to complete these projects
- b. Coordinate with Permit Sonoma and City of Santa Rosa planning officials and other permitting agencies to streamline permitting in an environmentally conscious manner, and consider a less onerous permitting process for restoration projects (as opposed to new development projects)
- c. Collaborate with planning officials within the county and cities to establish fire, building, and landscaping codes that enhance watershed resiliency, carefully consider well site placement, and decrease toxics in building materials
- d. Utilize community support and local expertise to develop a program for burned areas designed to incentivize rebuilding with low-impact development strategies, water conservation best practices (including using rainwater as a water source and water efficient landscapes), and energy conservation best practices
- e. Consider creating less restrictive forest management policy to allow for fire resilient forest management
- f. Expand the North Coast Water Board “5C Program” (road maintenance) to Sonoma County, in order to improve and expedite the permitting process
- g. Consider legislation to generate funding specifically for fire resiliency





# Moving Forward

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In the wake of the recent catastrophic fires, our Sonoma County community came together to help one another and to embark on the path to recovery, including the resiliency of our working and natural lands. The Sonoma County Board of Supervisors formed the Watershed Collaborative to ensure that the broader community was engaged in a conversation and the resulting plan for action. Groups with a long history of high-quality planning and implementation for working and natural lands – including resource conservation districts, non-profits, agricultural and watershed groups, academic institutions, local, state and federal agencies – worked together for over two months to develop priorities for watershed resiliency in the aftermath of the fires. This report represents the collective best thinking and priorities of these high-capacity organizations, and outlines a vision that incorporates past experience and current work with new information gleaned from the fires.

The Watershed Collaborative presents this report to the Sonoma County Board of Supervisors for review and consideration. The Watershed Collaborative recommends that the Board:

- a. Accept this report;**
- b. Consider requesting the Watershed Collaborative to develop a more detailed work plan based upon the priorities identified in this report, in order to outline resources, roles and timelines for implementation;**
- c. Articulate the role of the Watershed Collaborative moving forward in informing County watershed recovery actions;**
- d. Direct District, Water Agency, Regional Parks, and other County entities to move forward with certain priority actions in this report;**
- e. Provide this report to Permit Sonoma for consideration in the County General Plan update and the Hazard Mitigation Plan update; and**
- f. Integrate the identified priorities into the County’s new Office of Watershed Resiliency.**





## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** January 23, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sheryl Bratton, 565-2431

**Supervisorial District(s):**

All

**Title:** Fire Recovery Update

### **Recommended Actions:**

Receive update on fire recovery efforts and next steps.

### **Executive Summary:**

In the early morning hours of October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The disaster is one of the worst in California history, and presents an ongoing risk to the life and safety of people, property and environment of Sonoma County. Staff will provide an update on recovery and resiliency efforts.

### **Discussion:**

In the early morning hours of October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The Fires burned 173 Square Miles, destroyed 6,579 Structures and damaged an additional 486.

Planning for recovery efforts were initiated and continue every day to help Sonoma County residents begin the process of rebuilding. The recovery efforts associated with the Sonoma Complex Fires are multi-pronged, and impact almost all of the departments within the County.

The oral update will include information from Peter Rumble, Deputy County Administrator.

### **Prior Board Actions:**

December 29, 2017 – Renewal of Emergency proclamations.

December 12, 2017 – Disaster fiscal update and creation of Sonoma County Office of Recovery and Resiliency.

December 5, 2017 – Renewal of Emergency proclamations and Urgency Ordinance Extending Prohibition on New Vacation Rental and Hosted Rental Permits.

November 21, 2017 - Renewal of Emergency proclamations and Amendments To The Cleanup Urgency Ordinance Addressing Enforcement.

November 14, 2017 - various actions supporting recovery efforts.

November 7, 2017 - Renewal of Emergency proclamations, Resolution to allow Temporary Residential Use of Recreational Vehicles on Agricultural Lands and Lands Under Land Conservation Act Contracts for Emergency and Immediate Housing needs

October 24, 2017-various actions supporting recovery efforts, including urgency ordinances related to housing availability and the prevention of price gouging, waiving impact fees for new accessory dwelling units, and implementation of Safe Parking.

October 17, 2017-authorize the State to provide direct assistance for debris removal

October 10, 2017-Ratify the Proclamation of a Local Emergency and Request for State and Federal Assistance

**Strategic Plan Alignment**      Goal 3: Invest in the Future

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			



*Sonoma County Certificate of Compliance*  
**REVIEW**



**SONOMA COUNTY PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

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**FOR REVIEW BY THE BOARD OF SUPERVISORS  
MEETING OF JANUARY 23, 2018**

**Item #1**      File:                    PLP 17-0053

Applicant:       Jackson and Associates Land Surveyors, P O Box 737, Cloverdale, CA

Owner:            Calistoga Properties, LLC, P.O. Box 5456, Novato, CA, 94948

Staff:             Gary O'Connor

Location:        340 Dry Creek Rd, Healdsburg            Sup. Dist.: 4

APN:              089-040-019

Zoning:          LIA B6 20 AC Z F1 RC 50/50 RC 100/50 SR VOH

# Requested:    4 (four)

Size:              Parcel 1: 12.69 ac.  
                      Parcel 2: 0.88 ac.  
                      Parcel 3: 10.69 ac.  
                      Parcel 4: 2.36 ac.

Improvements: Parcel 1: Pump house and awnings  
                      Parcel 2: None  
                      Parcel 3: None  
                      Parcel 4: House, garage and shop

Services:         None

# Approved:     4 (four)

Criteria:         These parcels are considered legally separate as they were created by conveyance (grant deed or Government Patent) in which fewer than five parcels were created prior to March 1, 1967.

**Parcel 1:** Created by: Book 231 of Deeds, Page 27, recorded March 19, 1917 (S'ly portion)

Reference Documents: Book 594 of Records, Page 409, recorded Feb. 25, 1944  
(exception, severed subject parcel into two parcels)

**Parcel 2:** Created by: Book 594 of Records, Page 409, recorded Feb. 25, 1944

Reference Documents: None

**Parcel 3:** Created by: Book 350 of Deeds, Page 271

Reference Documents: None

**Parcel 4:** Created by: Book 231 of Deeds, Page 27, recorded March 19, 1917 (N'ly portion)

Reference Documents: Book 594 of Records, Page 409, recorded Feb. 25, 1944  
(exception, severed subject parcel into two parcels)

Appeal Deadline: January 26, 2018

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**Sonoma County Project Review and Advisory Committee**  
**ACTIONS**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: January 18, 2018

**COMMITTEE MEMBERS**

Keith Hanna, Sanitation - Vice Chair  
Blake Hillegas, Planning - Secretary  
Shelley Janek, Agricultural Commissioner's Office  
Laurel Putnam, Department of Transportation and Public Works  
Yoash Tilles, Grading and Storm Water  
Becky Ver Meer, Health Specialist  
Leonard Gabrielson, Surveyor - Chair

**CONSENT CALENDAR**

Item No: 1  
Time: 9:05 a.m.  
File No.: CMO17-0006  
Staff: Melinda Grosch  
Applicant: Madan Kumar  
Owner: Madan Kumar and Anna Giske  
Con't from: n/a  
Env. Doc: Categorical Exemption  
Proposal: Request for a Certificate of Modification to modify an existing building envelope on Lot 4 of Parcel Map MNS07-0031, a 20.14 acre parcel, by adding 0.125 acres to the building envelope.  
Location: 3250 Freeman Ranch Way, Occidental  
APN: 073-200-066  
District: 5  
Zoning: AR (Agriculture and Residential) with B7 (Frozen Lot Size) density designation.  
Action: Laurel Putnam moved to find this Certificate of Modification Categorical Exempt from CEQA and approve subject to Findings and Conditions. Seconded by Becky VerMeer and passed with a 6-0-1 vote.  
Appeal Deadline: 10 calendar days

Sonoma County Project Review and Advisory Committee Actions  
January 18, 2018

**Vote:**

Keith Hanna: Aye  
Blake Hillegas: Aye  
Shelley Janek: Absent  
Laurel Putnam: Aye  
Yoash Tilles: Aye  
Becky Ver Meer: Aye  
Leonard Gabrielson: Aye

Ayes: 6  
Noes: 0  
Absent: 1  
Abstain: 0

**REGULAR CALENDAR**

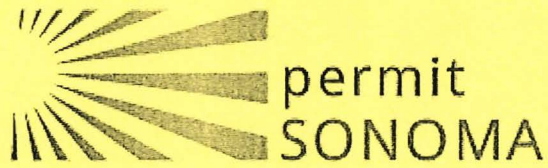
Item No: 2  
Time: 9:15 a.m.  
File No.: PLP16-0010  
Staff: Melinda Grosch  
Applicant: Cort Munselle  
Owner: Krasilsa Pacific Farms LLC and McDonough Winery LLC  
Con't from: n/a  
Env. Doc: Negative Declaration  
Proposal: Request for is a Lot Line Adjustment between two parcels 177.74 acres and 6.35 acres in size, resulting in two parcels 172.90 acres and 11.19 acres in size. The parcel totaling 172.90 acres will be subsequently subdivided (Minor Subdivision) into two parcels of 162.89 and 10.01 acres in size. The applicant also requests that the existing Non-Prime Land Conservation (Williamson) Act contract be rescinded and replaced with three new contracts after the project has been approved.  
Location: 3701 and 3975 Mark West Station Road, Windsor  
APN: 066-280-023 and -048  
District: 4  
Zoning: DA (Diverse Agriculture) 60 acres per dwelling unit density, F2 (Floodplain), RC 50/50 (Riparian Corridor 50 foot setback for structures/50 foot setback for agriculture), RC 100/50 (Riparian Corridor 100 foot setback for structures/50 foot setback for agriculture), SR (Scenic Resources), VOH (Valley Oak Habitat), and Z (Accessory Dwelling Unit Exclusion)  
Action: Laurel Putnam moved to continue this item to February 1, 2018 at 9:05 a.m. Seconded by Keith Hanna and passed with a 6-0-1 vote.  
Appeal Deadline: n/a

Sonoma County Project Review and Advisory Committee Actions  
January 18, 2018

**Vote:**

Keith Hanna:	Aye
Blake Hillegas:	Aye
Shelley Janek:	Absent
Laurel Putnam:	Aye
Yoash Tilles:	Aye
Becky Ver Meer:	Aye
Leonard Gabrielson:	Aye

Ayes:	6
Noes:	0
Absent:	1
Abstain:	0



County of Sonoma  
Permit & Resource Management Department

**Sonoma County Board of Zoning Adjustments**

**ACTIONS**

Permit Sonoma  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: January 18, 2018  
Meeting No.: 18-01

**RECEIVED**

**JAN 19 2018**

**BOARD OF SUPERVISORS  
COUNTY OF SONOMA**

**ROLL CALL**

Larry Reed  
Paula Cook  
Ariel Kelley  
Pamela Davis  
Greg Carr, Chair

**STAFF MEMBERS**

Jennifer Barrett  
Dean Parsons  
Amanda Rhodes, Secretary  
Leslie Thomsen, County Counsel

**BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR**

Item No.: 1  
Time: 1:05 p.m.  
File: PLP09-0062  
Applicant: Armando Ceja  
Owner: Armando Ceja  
Cont. from: N/A  
Staff: Brian Millar  
Env. Doc: Negative Declaration  
Proposal: Modification to the original Armando Ceja Winery Conditional Use Permit (PLP09-0062) approved on October 28, 2010, which included the phased development of a new 40,000 case winemaking facility and 1,100 barrel micro-brewery with public tasting on a 41 acre parcel. The project modification proposes: (1) The permanent beer/wine tasting room in Building 'A' be dedicated exclusively to wine tasting; (2) The temporary tasting room in the Brewery Barn be made permanent and dedicated to grape-based distilled spirits tasting; (3) The temporary tasting room in the converted residence also be allowed to become permanent and dedicated to reserve wine tasting; and (4) A new 710 SF outdoor pavilion located east of Building 'A' for public use. There are no proposed changes to production or events.

Sonoma County Board of Zoning Adjustments Actions  
January 18, 2018

Location: 2475 Fremont Drive, Sonoma  
APN: 135-120-001  
District: 1  
Zoning: Diverse Agriculture (DA) B6 20-acre minimum lot size, Floodplain (F2), Scenic Resource (SR) and Valley Oak Habitat (VOH) Combining Districts

Action: Commissioner Carr motioned to approve as recommended with modified conditions. Seconded by Commissioner Cook and passed with a 5-0-0 vote.

Appeal Deadline: 10 Days

Resolution No.: 18-001

**Vote:**

Commissioner Reed	Aye
Commissioner Cook	Aye
Commissioner Kelley	Aye
Commissioner Davis	Aye
Commissioner Carr	Aye

RECEIVED  
JAN 18 2018  
BOARD OF SUPERVISORS  
COUNTY OF SONOMA

Ayes: 5  
Noes: 0  
Absent: 0  
Abstain: 0



County of Sonoma  
Permit & Resource Management Department

**RECEIVED**

**JAN 19 2018**

**BOARD OF SUPERVISORS  
COUNTY OF SONOMA**

***Sonoma County Project Review and Advisory Committee***

***ACTIONS***

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: January 18, 2018

**COMMITTEE MEMBERS**

Keith Hanna, Sanitation - Vice Chair  
Blake Hillegas, Planning - Secretary  
Shelley Janek, Agricultural Commissioner's Office  
Laurel Putnam, Department of Transportation and Public Works  
Yoash Tilles, Grading and Storm Water  
Becky Ver Meer, Health Specialist  
Leonard Gabrielson, Surveyor - Chair

**CONSENT CALENDAR**

Item No: 1  
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File No.: CMO17-0006  
Staff: Melinda Grosch  
Applicant: Madan Kumar  
Owner: Madan Kumar and Anna Giske  
Con't from: n/a  
Env. Doc: Categorical Exemption  
Proposal: Request for a Certificate of Modification to modify an existing building envelope on Lot 4 of Parcel Map MNS07-0031, a 20.14 acre parcel, by adding 0.125 acres to the building envelope.  
Location: 3250 Freeman Ranch Way, Occidental  
APN: 073-200-066  
District: 5  
Zoning: AR (Agriculture and Residential) with B7 (Frozen Lot Size) density designation.  
  
Action: Laurel Putnam moved to find this Certificate of Modification Categorical Exempt from CEQA and approve subject to Findings and Conditions. Seconded by Becky VerMeer and passed with a 6-0-1 vote.  
Appeal Deadline: 10 calendar days



Sonoma County Project Review and Advisory Committee Actions  
January 18, 2018

**Vote:**

Keith Hanna: Aye  
Blake Hillegas: Aye  
Shelley Janek: Absent  
Laurel Putnam: Aye  
Yoash Tilles: Aye  
Becky Ver Meer: Aye  
Leonard Gabrielson: Aye

Ayes: 6  
Noes: 0  
Absent: 1  
Abstain: 0

**REGULAR CALENDAR**

Item No: 2  
Time: 9:15 a.m.  
File No.: PLP16-0010  
Staff: Melinda Grosch  
Applicant: Cort Munselle  
Owner: Krasilsa Pacific Farms LLC and McDonough Winery LLC  
Con't from: n/a  
Env. Doc: Negative Declaration  
Proposal: Request for is a Lot Line Adjustment between two parcels 177.74 acres and 6.35 acres in size, resulting in two parcels 172.90 acres and 11.19 acres in size. The parcel totaling 172.90 acres will be subsequently subdivided (Minor Subdivision) into two parcels of 162.89 and 10.01 acres in size. The applicant also requests that the existing Non-Prime Land Conservation (Williamson) Act contract be rescinded and replaced with three new contracts after the project has been approved.  
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APN: 066-280-023 and -048  
District: 4  
Zoning: DA (Diverse Agriculture) 60 acres per dwelling unit density, F2 (Floodplain), RC 50/50 (Riparian Corridor 50 foot setback for structures/50 foot setback for agriculture), RC 100/50 (Riparian Corridor 100 foot setback for structures/50 foot setback for agriculture), SR (Scenic Resources), VOH (Valley Oak Habitat), and Z (Accessory Dwelling Unit Exclusion)  
  
Action: Laurel Putnam moved to continue this item to February 1, 2018 at 9:05 a.m. Seconded by Keith Hanna and passed with a 6-0-1 vote.  
Appeal Deadline: n/a

Sonoma County Project Review and Advisory Committee Actions  
January 18, 2018

**Vote:**

Keith Hanna:	Aye
Blake Hillegas:	Aye
Shelley Janek:	Absent
Laurel Putnam:	Aye
Yoash Tilles:	Aye
Becky Ver Meer:	Aye
Leonard Gabrielson:	Aye

Ayes:	6
Noes:	0
Absent:	1
Abstain:	0

