

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

TUESDAY

JANUARY 29, 2019

8:30 A.M.

(The regular afternoon session commences at 1:30 p.m.)

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

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the 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://sonomacounty.ca.gov/Board-of-Supervisors/>. 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 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.

LANGUAGE INTERPRETERS: Language services are available at all regular and special Board and Committee meetings if made at least 48 hours in advance of the meeting to help ensure availability. For more information or to request services: Contact (707) 565-2241.

AVISO EN ESPAÑOL: Servicios de traducción están disponibles en todas las reuniones regulares y especiales, de la Mesa de Supervisores, si se solicita por lo menos 48 horas antes de la reunión. Para más información o para solicitar servicios, de traducción llame al (707) 565-2241.

BOARD CHAMBERS SECURITY SCREENING: Security screening is conducted for all individuals attending Board meetings. Individuals planning to participate in Board meetings are advised to allow extra time to complete the screening process. The full policy can be found at <http://sonomacounty.ca.gov/Board-of-Supervisors/>

**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
SONOMA VALLEY SANITATION DISTRICT**

(Directors: Gorin, Rabbitt, Mayor Harrington)

1. Sonoma Valley County Sanitation District's Sewer Trunk Replacement Project, Reaches 4A, 4B, and 4C:

Concurrent agenda item:

In an effort to provide community members with access to safe and reliable waste management systems:

- A) Adopt a resolution determining that the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project, Reaches 4A, 4B, and 4C, will not have a significant adverse effect on the environment; adopting the Initial Study and Mitigated Negative Declaration of Environmental Impact for the Project; adopting mitigation measures and the Mitigation Monitoring Reporting Plan/Program; making certain related findings; approving the Project; and authorizing the filing of a Notice of Determination.
- B) Authorize the Sonoma County Water Agency's General Manager, acting on behalf of the Sonoma Valley County Sanitation District, and the Director of Sonoma County Regional Parks to execute an easement agreement for construction of a new sanitary sewer main within Maxwell Farms Regional Park for the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project, Reach 4B.
- C) Authorize the Sonoma County Water Agency's General Manager, acting on behalf of Sonoma Valley County Sanitation District, to make offers to acquire any property rights needed to construct any remaining portions of the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project, Reach 4C, conditioned on final approval by the Board of Directors, and authorize the General Manager to offer affected property owners the reasonable cost, up to \$5,000, for an independent appraisal of property rights needed for the Project in accordance with Code of Civil Procedure section 1263.025.
- D) Authorize Sonoma County Water Agency's General Manager, acting on behalf of Sonoma Valley County Sanitation District, to execute an agreement with Tom Origer & Associates for implementation of an archaeological data recovery plan through December 31, 2020, in the amount of \$550,000.

(First District)

BOARD OF SUPERVISORS
AND
COMMUNITY DEVELOPMENT COMMISSION

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

2. Roseland Community Library and Boys & Girls Club Relocation Funding:
Board of Supervisors and Board of Commissioners:
- A) Authorize the Sonoma County Community Development Commission (Commission) to disburse \$250,000 to the Sonoma County Library (Library) to offset the cost of, with input from community, relocating the Roseland Community Library Branch from the Roseland Village Community Center to an interim location at 711 Stony Point Road in Santa Rosa.
 - B) Authorize the Commission to disburse \$250,000 to the Boys & Girls Clubs of Central Sonoma County (Boys & Girls Club) to offset the cost of relocating the Roseland Village Teen Club from the Roseland Village Community Center to an interim location.
- (Fifth District)

AGRICULTURE/WEIGHTS AND MEASURES

3. California Department of Food and Agriculture CalCannabis Compliance Inspection Services:
Authorize the Agricultural Commissioner to execute an agreement with California Department of Food and Agriculture for commercial cannabis cultivation compliance inspection services for the period of February 1, 2019 through June 30, 2020 for \$21,000.

BOARD OF SUPERVISORS

4. Disbursement of Fiscal Year 2018-2019 First District Community Investment Fund Grant Awards:
Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and economic development efforts for FY 2018-2019: Sonoma Valley Historical Society DBA Sonoma Valley Historical Society inc., \$500. (First District)

COUNTY ADMINISTRATOR/EMERGENCY MANAGEMENT

5. Memorandum of Understanding with the City and County of San Francisco for the distribution of Urban Area Security Initiative Fiscal Year 2018 grant funds:
- A) Authorize the Director of Emergency Management to execute the Urban Areas Security Initiative Memorandum of Understanding with the City and County of San Francisco for the receipt of Urban Areas Security Initiative regional grant funds in the amount of \$80,000 for continued funding of the North Bay Hub Risk/Capability Planner and Program Manager position, and \$28,000 to fund P25 dual band radios for the Sheriff's multi-band communication system.
 - B) Authorize the Director of Emergency Management to execute any future subsequent modifications to this Memorandum of Understanding with the City and County of San Francisco to accept Urban Area Security Initiative grant funds in an amount not-to-exceed \$60,000.
6. Department of Homeland Security Authorized Agent Signature Authority:
Adopt a Resolution authorizing the County Administrator and the Director of Emergency Management to execute for, and on behalf of, the County of Sonoma any actions necessary for the purpose of obtaining state and federal financial assistance provided by and/or sub-granted through the State of California and/or the federal Department of Homeland Security.

COUNTY ADMINISTRATOR

7. State Advocacy Professional Services Agreement:
Authorize the County Administrator to execute an agreement for state legislative advocacy services with Shaw Yoder Antwih Inc. for a term of January 1, 2019 – December 31, 2019 at a rate of \$5,500 per month to provide state legislative advocacy related to general needs and overall legislative coordination and strategy.
8. 2020 Census State Funding:
 - A) Authorize the County Administrator, or designee, to execute opt-in Outreach Funding Agreement with the California Complete Count Office (CCC Office), to assist with the public outreach for the upcoming 2020 Census.
 - B) Adopt a Resolution adjusting the County Administrator’s Office FY 2018-2019 Adopted Budget to recognize \$100,000 in new state funding to cover preliminary Complete Count Census outreach efforts.
(4/5th Vote Required)
9. Recovery Update:
Receive an update on the status of recovery operations, planning and seeking of funding opportunities following the October 2017 Sonoma Complex Fires. (Informational Only)

COUNTY COUNSEL

10. Correction to Sea Ranch/Burbank Affordable Units:
Authorize the Chair to execute an amendment to a previously recorded Corrected Assignment and Release Agreement (“Recorded Agreement”) to (1) clarify that the Affordable Housing Obligation as defined by the Recorded Agreement only applies to the forty-five affordable units owned by Burbank Housing Sea Ranch Corporation and identified in the Recorded Agreement and that the remainder of the Sea Ranch subdivided lots are released from that specific obligation, but not from any other affordable housing obligation; and (2) make minor clerical corrections to the Recorded Agreement. (Fifth District)
11. Contract to provide legal services to the North Coast Railroad Authority (NCRA) and authorize County Counsel to sign the agreement:
Approve an agreement for Sonoma County Counsel to provide the North Coast Railroad Authority (NCRA) with legal services and authorize the County Counsel to sign the agreement.
12. County of Sonoma Conflict of Interest Code Update:
Adopt the resolution revising the conflict of interest code for the County of Sonoma.

13. Conflict of Interest Code Amendments:
- A) Acting as the Board of Commissioners of the Sonoma County Community Development Commission, adopt a resolution approving the amendment to the Community Development Commission's Conflict of Interest Code.
 - B) Acting as the Board of Directors of the Sonoma County Agricultural Preserve and Open Space District (SCAPOS), adopt a resolution approving the amendment of the SCAPOS's Conflict of Interest Code.
 - C) Acting as the Board of Supervisors in its role as the code reviewing body, adopt resolutions approving conflict of interest codes for the Community Development Commission, SCAPOS, Bodega Bay Fire Protection District, Sonoma County Local Agency Formation Commission, Sonoma County Library Commission, Sonoma County Employees' Retirement Association, Mark West Union School District, Monte Rio Fire Protection District, North Sonoma County Healthcare District, Northern Sonoma County Air Pollution Control District, Palm Drive Health Care District, Rincon Valley Fire Protection District, Sonoma County Public Safety Consortium, Sonoma County Regional Climate Protection Authority, Santa Rosa City Schools, Schell-Vista Fire Protection Agency, Sonoma County Transportation Authority, Sonoma Resource Conservation District, Tourism Bureau, Windsor Fire Protection District, Wright Elementary School District and adopt a resolution dissolving the conflict of interest code for the Independent Citizens Advisory Committee on Pension Matters because that committee no longer exists. In its place, in April 2017, the Board established a new, ongoing Independent Citizens' Pension Committee to continue pension reform efforts. The new Independent Citizens' Pension Committee is an advisory committee and does not require its own conflict of interest code.

DISTRICT ATTORNEY'S OFFICE

14. District Attorney's Marginalized Victims Program:
- A) Adopt a resolution to authorize the District Attorney to sign a contract with the California Office of Emergency Services to participate in the Marginalized Victims Program and accept \$174,922 in grant funding for the term January 1, 2019 to December 31, 2020.
 - B) Adopt a resolution to make budget adjustments necessary to appropriate these grant funds for FY 2018-19.
- (4/5th Vote Required)

ECONOMIC DEVELOPMENT BOARD

15. Sonoma County Economic Development Board's report on Workshop with Labor Leaders:
Receive a report from the Economic Development Board regarding a workshop with Labor Leaders.

GENERAL SERVICES

16. License Amendments for River Friends of the Library; Friends of Villa Grande, and Court Appointed Special Advocates:
- A) Authorize the General Services Director to execute the following amendments, and to execute future amendments and associated documents required for the operation of the agreements, as reasonably requested by General Services staff, and in consultation with County Counsel, which are consistent with the essential terms of the original agreements and do not extend the terms of the agreements:
 - i. an amendment to the license agreement with River Friends of the Library, to extend the term through February 11, 2024, and provide two, 5-year options, for a total term through February 10, 2034, for use of 280 sq. ft. of County land, located within the Transportation & Public Works Road Yard, located at 14900 Armstrong Woods Road, Guerneville;
 - ii. an amendment to the license agreement with Friends of Villa Grande, to: i) extend the term; and ii) redefine the premises, which is comprised of the historic Villa Grande Firehouse building and the unimproved land surrounding the building, located in the town of Villa Grande;
 - iii. an amendment to the license agreement with Court Appointed Special Advocates, to extend the agreement through January 31, 2023, for use of Classrooms D, I, J and L, comprised of 2,492 sq. ft. and located at 365 Casa Manana Road at the County Los Guilicos campus, in Santa Rosa.
 - B) Make findings as required by Section 26227 of the Government Code that the proposed amendments are necessary to meet the social needs of the population of the County and that the County does not need the subject premises during the extended terms of these agreements.

HEALTH SERVICES

17. Regional Behavioral Health Integration Project:
Authorize the Director of Health Services to execute a memorandum of understanding with Redwood Community Health Coalition to accept \$41,800 in revenue to support and establish the infrastructure between health and social service programs to improve behavioral health integration through December 31, 2019.

HUMAN RESOURCES

18. Learning Management System:
- A) Authorize the Director of Human Resources to execute a software services agreement with Saba Software, Inc., for the acquisition of a learning management system which is critical to support the Board-approved mandated disaster preparedness training for all County employees as disaster service workers. Agreement term of February 1, 2019 to January 31, 2021, with a maximum agreement amount not to exceed \$427,640.
 - B) Authorize the Director of Human Resources to extend the agreement for up to two, one-year terms provided the annual on-going costs do not increase by more than 10% each year.
 - C) Adopt Resolution adjusting the FY 2018-19 Adopted Budget programming \$338,000 from the Disaster Set Aside within the General Fund Reserves for one-time LMS implementation costs. (Unanimous Vote Required)
 - D) Adopt Resolution amending the 2018-2019 Department Allocation Tables of the Human Resources Department, deleting 1.0 FTE Department Analyst and adding 1.0 FTE Department Information Systems Specialist. (4/5th Vote Required)
(Unanimous and 4/5th Vote Required)

HUMAN SERVICES

19. Cal OES Domestic Violence Housing Grant:
- A) Adopt a resolution authorizing the Director of the Human Services Department to accept \$300,000 in California Governor's Office of Emergency Services (Cal OES) Domestic Violence Housing First (XD) grant funding from Cal OES to support the development of the Human Service Department's Housing Assistance Response Team (HART) in support of victims of domestic violence.
 - B) Adopt a budget resolution adjusting the Fiscal Year 2018-2019 adopted budget to add necessary appropriations to receive and program the Cal OES Domestic Violence Housing First grant funding.
(4/5th Vote Required)

INFORMATION SYSTEMS

20. Award contract for Printer and Peripheral Maintenance to Caltronics Business Systems:
Authorize the Director of the Information Systems Department to execute an agreement with Caltronics Business Systems for Printer and Peripheral Maintenance for a one year period from February 1, 2019 to January 31, 2020 for an amount not to exceed \$120,000, with an option to execute two extensions for a period of one year each for an annual amount not to exceed \$120,000 in order to allow the Department to continue to provide maintenance and upkeep of vital technology equipment for County departments.

TRANSPORTATION AND PUBLIC WORKS

21. Sprung Structure Lease Purchase Option & Sprung Structure Extension Purchase at the Charles M. Schulz – Sonoma County Airport:
Adopt a Resolution authorizing the Chair to exercise a lease purchase with Sprung Instant Structures, Inc. for a cost of \$149,530 for the existing temporary terminal hold-room structure, and authorize the purchase of an extension to the structure for a cost of \$167,634.
(4/5th Vote Required)

APPOINTMENTS/REAPPOINTMENTS

- 22. Approve the Reappointment of Kathy Smith to the Sonoma County Mental Health Board for a three year term ending on December 31,2021. (Fifth District)
- 23. Approve the Reappointment of Shellie Hadley to the Mental Health Board for a three-year term ending on December 31, 2021. (Third District)
- 24. Approve the Reappointment of Bonnie Koagedal to the Sonoma County Area Agency on Aging for a two year term beginning February 21, 2019 and ending February 20, 2021 (Second District).
- 25. Approve the Appointment of Ron Calloway to serve the remaining 2-year term of a vacancy in Independent Citizens Pension Committee with a term ending on September 11, 2019.

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

(Gold resolutions are presented in the afternoon session at 1:30 P.M.)

- 26. Approve a Gold Resolution recognizing Amy Ahanotu Upon the occasion of his retirement after his 8 years of service as Councilmember and Mayor of Rohnert Park. (Third District)
- 27. Adopt a Gold Resolution Commending Sierra Garden Club for Outstanding Volunteerism at the Sierra Gardens at Los Guillicos Juvenile Detention Center. (First District)

PRESENTATIONS AT A DIFFERENT DATE

- 28. Adopt a Gold Resolution Recognizing and Commending Jennifer Barrett Upon the Occasion of Her Retirement After More Than Twenty-Seven Years of Public Service. (Permit and Resource Management)
- 29. Adopt a Gold Resolution celebrating the Town of Windsor’s Hometown Heroes Military Banner Ceremony. (Fourth District)

III. 8:45 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.)

IV. REGULAR CALENDAR

HEALTH SERVICES

30. Department of Health Services - Retiree Extra-Help Appointments:
Pursuant to Government Code Section 7522.56, approve the appointment of Dr. Michael Kozart as a Staff Psychiatrist Retiree Extra-Help in order to fill a critically needed position within 180 days of his retirement, with an appointment date as early as January 30, 2019.
Pursuant to Government Code Section 7522.56, approve the appointment of Carol Gibbs-Rankin as a Behavioral Health Clinical Specialist Retiree Extra-Help in order to fill a critically needed position within 180 days of her retirement, with an appointment date as early as January 30, 2019.

COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES

31. Fire Services Project and Annexation Property Tax Exchange Agreements:
- A) Direct staff to coordinate with the Strategic Leadership Group to develop recommendations for the Board to consider the placement of a ½ cent Sales Tax Measure on the November 2019 Ballot to fund Fire Services within the County.
 - B) Accept the Strategic Leadership Group’s recommendation to analyze the feasibility of consolidating the Fire Protection Districts within the County into a single Fire Protection District.
 - C) Approve a Property Tax Transfer Resolution establishing the following:
 - i. Transfer all of the fire related Property Taxes from the proposed annexation area to the Windsor Fire Protection District (WFPD).
 - ii. Ongoing annual payments to WFPD in the amount of \$1,589,713 that will be pro-rated for FY 18-19 and annually adjusted thereafter based on the Property Tax Assessed Value of the proposed annexation area.
 - iii. Approve a one-time payment of \$500,000.
 - D) Authorize the County Administrator to enter into an agreement with the Gold Ridge Fire Protection District to increase staffing and provide Fire Management Services for the Volunteer Fire Companies (VFC) for an annual amount not to exceed \$2,595,483.
 - E) Authorize the County Administrator to enter into an agreement with North Bay Fire to provide VFC Administration Services for an annual amount not to exceed \$2,050,000.
 - F) Direct staff to return no later than budget hearings with recommendations to implement an Apparatus Replacement plan that analyzes the benefits of a lease vs. purchase.
 - G) Direct staff to Execute the following priority steps:
 - i. Identify funding by budget hearings to support the efforts of Bodega Bay, Cloverdale, Geyserville, and Kenwood fire districts to provide 2.0 staffing on their engines.
 - ii. Develop a Capital Improvement Plan for Fire Stations within the County.
 - iii. Develop a Comprehensive Apparatus Replacement Program for all Fire Agencies within the County.
 - iv. Analyze and identify strategies, including AB 8 rate adjustments, which support the long-term financial stability of consolidated district(s).

COUNTY ADMINISTRATOR

32. Sonoma County 2019-2020 State and Federal Legislative Platform:
- A) Approve the Sonoma County 2019-2020 State and Federal Legislative Platform to be used by County staff, legislative advocates, and the legislative delegation in efforts to seek policy support and acquire state and federal resources for County priorities.
 - B) Receive a federal legislative report from the County’s federal legislative advocates, Alcalde & Fay and Van Scoyoc Associates.
 - C) Receive a state legislative report from the County’s state legislative advocates, Shaw Yoder Antwih Inc.

V. PUBLIC COMMENT ON CLOSED SESSION ITEMS

VI. CLOSED SESSION CALENDAR

33. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Alfred Bordessa and Joseph Bordessa, as Successor-Trustees of the Bruno Bordessa and Dorothy Bordessa Revocable Intervivos Trust (Created by Declaration of Trust Dated June 12, 2000) v. The Sonoma County Agricultural Preservation and Open Space District; and, Does 1 through 20, inclusive.* Sonoma County Superior Court Case No. SCV 256943 (Government Code Section 54956.9(d)(1).)
34. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Potential Tenant (PEP Housing): Mary Stompe, Executive Director. Under Negotiation: Terms and conditions of possible lease of County-owned property for PEP Housing at Los Guillicos, Santa Rosa, 95409. (Government Code Section 54956.8.)
35. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Sonoma County Fair: Becky Bartling, Chief Executive Director, Sonoma County Fair. Under Negotiation: Terms and conditions of real property transaction regarding Sonoma County Fairgrounds. (Government Code Section 54956.8.)
36. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation: Sonoma County Association of Retired Employees (SCARE) v. Sonoma County, U.S. District Court Case Number CV-09-4432 CW (Government Code §54956.9(d)(1)).
37. The Board of Supervisors and the Board of Directors of the Community Development Commission will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Vannucci v. County of Sonoma, 18-cv-01955-VC (N.D. Cal.)* (Government Code Section 54956.9(d)(1).)
38. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – California North Bay Fire Cases, San Francisco Superior Court, JCCP 4955. (Government Code Section 54956.9(d)(1).)

39. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Licensee (The Bird Rescue Center): Jeremy Nichols, Board Chairman. Under Negotiation: Terms and conditions of possible license of County-owned property at 3430 Chanate Road, Santa Rosa, CA. (Government Code Section 54956.8.)
40. The Board of Supervisors, the Board of Directors of the Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservations And Open Space District will consider the following in closed session: Conference with Labor Negotiators: Agency Negotiators: Christina Cramer/Janie Carduff, County of Sonoma and Rick Bolanos, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).

VII. REGULAR AFTERNOON CALENDAR

41. **RECONVENE FROM CLOSED SESSION**
42. **REPORT ON CLOSED SESSION**

VIII. 1:30 P.M. - PRESENTATIONS/GOLD RESOLUTIONS

FAIRGROUNDS

43. 2019 Sonoma County Fairgrounds Budget:
Adopt a Resolution approving the 2019 Operating and Capital Improvements Budget and the 2019 Employee Position Allocation List, for Sonoma County Fair and Exposition, Inc.

COUNTY ADMINISTRATOR/GENERAL SERVICES

44. Potential New County Government Center Options:
Consider the following recommendations relating to potential new County Government Center options and associated expenditures:
 - A) Accept report summarizing results of informational market survey.
 - B) Authorize the Director of General Services to conduct a competitive solicitation for a Technical Advisor to provide services to the County which may include: assisting in developing comparative analysis of potential new County Government Center options for future Board consideration; creating a community and staff engagement plan regarding options; and revalidating the Service Delivery Vision and program element of the previously-adopted County Center Facilities Plan.
(4/5th Vote Required)

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

45. 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>)

46. **ADJOURNMENT**

NOTE: The next Regular meeting will be held on February 5, 2019, at 8:30 a.m.

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

March 12, 2019 - Permit and Resource Management: UPE15-0115 Appeal, Freestone Cheese Shop



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Sonoma Valley County Sanitation District; Sonoma County Regional Parks

Staff Name and Phone Number:

Yvette O'Keefe 547-1943
Kevin Campbell 547-1921
Scott Wilkinson 565-2734

Supervisorial District(s):

First

Title: Sonoma Valley County Sanitation District's Sewer Trunk Replacement Project, Reaches 4A, 4B, and 4C

Recommended Actions:

Concurrent agenda item:

In an effort to provide community members with access to safe and reliable waste management systems:

- A) Adopt a resolution determining that the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project, Reaches 4A, 4B, and 4C, will not have a significant adverse effect on the environment; adopting the Initial Study and Mitigated Negative Declaration of Environmental Impact for the Project; adopting mitigation measures and the Mitigation Monitoring Reporting Plan/Program; making certain related findings; approving the Project; and authorizing the filing of a Notice of Determination.
- B) Authorize the Sonoma County Water Agency's General Manager, acting on behalf of the Sonoma Valley County Sanitation District, and the Director of Sonoma County Regional Parks to execute an easement agreement for construction of a new sanitary sewer main within Maxwell Farms Regional Park for the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project, Reach 4B.
- C) Authorize the Sonoma County Water Agency's General Manager, acting on behalf of Sonoma Valley County Sanitation District, to make offers to acquire any property rights needed to construct any remaining portions of the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project, Reach 4C, conditioned on final approval by the Board of Directors, and authorize the General Manager to offer affected property owners the reasonable cost, up to \$5,000, for an independent appraisal of property rights needed for the Project in accordance with Code of Civil Procedure section 1263.025.

D) Authorize Sonoma County Water Agency's General Manager, acting on behalf of Sonoma Valley County Sanitation District, to execute an agreement with Tom Origer & Associates for implementation of an archaeological data recovery plan through December 31, 2020, in the amount of \$550,000.

Executive Summary:

The Sonoma Valley County Sanitation District (District) is proposing the Sewer Trunk Main Replacement Project, Reaches 4A, 4B, and 4C (Project). The purpose of the Project is to repair and improve the existing sewer trunk main to reliably handle dry- and wet-weather inflows, to address issues identified by the Regional Water Quality Control Board Cease and Desist Order Number R2-2015-0032, and bring the District into compliance with its operating Order. An Initial Study and Mitigated Negative Declaration (Initial Study) was prepared to evaluate and disclose the potential environmental impacts of the Project. Approval of this item would adopt a resolution determining that the Project will not have a significant adverse effect on the environment; adopting the Initial Study and the Mitigation Monitoring Reporting Plan/Program for the Project; making certain related findings; approving the Project; and authorizing the filing of a Notice of Determination.

In order to construct portions of the Project, the District must acquire additional property rights. For Reach 4B, the property rights consist of a permanent easement and a temporary construction easement from the County of Sonoma Regional Parks Department (Regional Parks). Reach 4C is currently proposed to need permanent easements and temporary construction easements from approximately ten properties. This item will authorize the General Manager of the Sonoma County Water Agency, acting on behalf of the District, and the Director for Regional Parks to execute an Easement Agreement and Temporary Construction Easement Agreement needed to construct the Project. In addition, the General Manager will be authorized to offer up to \$5,000 for the owners affected in Reach 4C to obtain an independent appraisal of the property rights needed by the District to construct the Project. District staff will return to the Board for additional approval to execute property agreements negotiated for Reach 4C.

A portion of the Project is located within California Department of Transportation's (Caltrans) right of way necessitating an encroachment permit from Caltrans, District 4. The Project has the potential to affect a state-owned historical resource. Therefore, the Project must mitigate the potential impact, which requires implementing an archeological resource management and data recovery plan. District requires the services of a consultant to implement an archeological resource management and data recovery plan.

Discussion:

HISTORY OF ITEM/BACKGROUND

Sonoma County Water Agency (Sonoma Water) manages and operates several sanitation districts and zones in Sonoma County under contract, including the District.

The District's wastewater collection system includes approximately 188 miles of gravity flow pipelines. The sewer trunk main of the collection system is 10 miles in length, beginning in the Town of Glen Ellen and ending at the District's wastewater treatment plant on 8th Street East, south of the City of Sonoma in unincorporated Sonoma County.

The District's wastewater treatment plant and collection system operations are regulated and permitted by the San Francisco Bay Regional Water Quality Control Board (Regional Board). Currently the District

operates under the Waste Discharge Requirements adopted in Regional Board Order (Order) Number R2-2014-0020 and National Pollutant Discharge Elimination System Permit Number CA0037800, dated May 14, 2014. In addition, the collection system is subject to State Water Resources Control Board (State Board) Order Number 2006-003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems Sanitary Sewer Water Quality Order Number 2006-0003, and State Board Order Number WQ 2013-0058-EXEC (Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems).

In April 1999, the Regional Board issued a Notice of Violation to the District in response to wet-weather overflows from the collection system. Accordingly, the District began the collection system replacement project. This ongoing effort consists of replacing or repairing approximately 26 miles of the collection system.

As a result of threatened or continued discharge violations of the District's operating Order, the Regional Board adopted Cease and Desist Order Number R2-2015-0032 (Cease and Desist Order) on June 10, 2015. The Regional Board provided a schedule to allow the District time to remedy the problem of discharging violations and to develop a phased project to bring the District into compliance with the Cease and Desist Order. The time schedule requires the District to complete a capital improvement phased project and achieve full compliance with all applicable Waste Discharge Requirements by October 31, 2022.

Project Location

The Project is located in areas within unincorporated Sonoma County in the southern portion of Sonoma Valley and areas within the City of Sonoma. The Project is within the District's service area boundary, west of State Route 12 (Highway 12) and south of Orchard Avenue. The Project would be located within existing and new easements within private properties, public streets in the City of Sonoma right-of-way, Highway 12 in California Department of Transportation District 4 right-of-way, and Maxwell Farms Regional Park in the County of Sonoma right-of-way.

Community Meeting

On September 6, 2017, District staff conducted a community meeting at Sonoma Charter Elementary School in the City of Sonoma. The purpose of the meeting was to inform the public of the purpose of and need for the Project, and to discuss a proposed project description, public review process, and California Environmental Quality Act (CEQA) process.

California Environmental Quality Act Document

Sonoma Water staff, on behalf of the District, as a lead agency under CEQA, prepared an Initial Study and Mitigated Negative Declaration of Environmental Impact (Initial Study) for the Project pursuant to the requirements of the CEQA (California Public Resources Code sections 21000 *et seq.*), the State CEQA Guidelines (Code of Regulations, Title 14, Division 6, Chapter 3), and Sonoma Water's Procedures for the Implementation of CEQA. The Initial Study discloses potential environmental impacts of implementing the Project; identifies the means to avoid or reduce potential significant adverse impacts on the environment; and concludes the construction, operation, and maintenance of the Project would not have a significant adverse effect on the environment.

The Notice of Completion, and Notice of Availability and Notice of Intent to Adopt the Initial Study (Notice of Availability) were filed with the California Governor's Office of Planning and Research's State Clearinghouse and the Sonoma County Clerk's office. The Initial Study was released on December 7, 2018, for a 31-day review period ending January 7, 2019. The Notice of Availability was sent to responsible and trustee agencies, individuals, and to 3,772 property owners within a half-mile radius adjacent to the Project area. The Notice of Availability was also published in The Press Democrat on December 9, 2018 and the Sonoma Index Tribune on December 11, 2018, and posted on the Sonoma Water's website on December 7, 2018. Copies of the Initial Study were available for review at Sonoma Water's administrative office and the Sonoma Valley Regional Library in the Project area, and an electronic version of the document was made available on Sonoma Water's website. The Notice of Completion was mailed, along with 15 copies of the Summary Form for Electronic Document Submittal, and 15 electronic copies of the Initial Study, to the State Clearinghouse. During this review period, the District received two comments, via letter and email, in response to the Initial Study. The first comment was received from Ms. Patricia Maurice, Caltrans District 4 Branch Chief of Local Development-Intergovernmental Review. Caltrans expressed that a traffic control plan is required for construction of the project to avoid project-related impacts to the State Transportation Network, that pedestrian access through the construction zone must be in accordance with the Americans with Disabilities Act, and that the project will require an encroachment permit prior to construction. Sonoma Water staff is already working with Caltrans to obtain an encroachment permit for the project and a traffic control plan is included as a mitigation measure in the Initial Study. The second comment was received from a landowner whom expressed interest in relocating an existing manhole on his property, and expressed concern that the proposed sewer trunk main alignment could endanger mature trees on his property. A summary of these comments and responses are provided in Attachment A.

The District submitted a request for Sonoma County General Plan 2020 (General Plan) consistency review to the Sonoma County Permit & Resource Management Department (Permit Sonoma) and to the City of Sonoma Planning Department for the City of Sonoma 2020 General Plan. As neither Department responded within the required 40 day response period, the Project is deemed to be consistent with both General Plans.

Property Rights

Although the District has permanent easements for the existing sewer trunk main, the proposed new sewer trunk main will be relocated in certain sections requiring new easements. Within sections of the Project where the new trunk main will be replaced in the same location as the existing trunk main, many of the existing easements do not meet current standards due to insufficient existing width to allow for maintenance of the sewer main. New easements in these areas are required to meet the current standards and provide the minimum area needed to maintain the proposed new trunk main.

For Reach 4B, the District and Regional Parks have negotiated an easement agreement and temporary construction easement to allow for construction of the proposed new sewer trunk main within a portion of Maxwell Farms Regional Park. Construction of Reach 4B was tentatively scheduled for the summer of 2020 subject to completion of construction of Reach 4A. Due to the proposed construction of a new baseball field in Maxwell Farms Regional Park at the location of the proposed new sanitary sewer line, Regional Parks has requested that the District construct the portion of the proposed sewer main at the proposed baseball field in the summer of 2019 to avoid conflict with construction of the baseball field.

Construction in 2019 would also benefit Regional Parks by eliminating potential damage to the field or disruption to use should the baseball field be constructed prior to the District commencing construction of the sewer trunk main. In order to expedite construction of the Project this summer, this item is requesting delegated authority for the General Manager of Sonoma Water on behalf of the District and the Director of Regional Parks to execute the Easement Agreement and Temporary Construction Easement Agreement. The proposed easement agreement was submitted to the City of Sonoma's Planning Department for review for compliance with Government Code Section 65402 and is compliant.

For Reach 4C, the District has not finalized the acquisition areas needed for the Project; however, in order to minimize the time for the District to comply with the Cease and Desist Order issued to the District, this item is requesting authority for the General Manager of Sonoma Water on behalf of the District to make offers to any property owner within Reach 4C that will be affected by the Project and to offer to pay the reasonable cost, not to exceed \$5,000, for an independent appraisal ordered by the property owner pursuant to Section 1263.025 of the Code of Civil Procedure. Property acquisitions within Reach 4C will be brought back to the Board at a future date for Board approval to execute agreements with the affected property owners. The total cost for the independent appraisals is estimated at \$50,000.

Consulting Agreement

A portion of the Project is located within Caltrans' right of way, necessitating an encroachment permit from Caltrans, District 4. The Project is within state property and has the potential to affect a state-owned historical resource. Therefore, the Project must comply with the January 2015 Public Resource Code 5024 Memorandum of Understanding between the California Department of Transportation and the California State Historic Preservation Officer Regarding Compliance with Public Resources Code Section 5024 and Governor's Executive Order W026-92 (5024 MOU), mitigation of implementing an archeological resource management and data recovery plan. District requires the services of a consultant to implement an archeological resource management and data recovery plan.

Under a previous agreement with Tom Origer & Associates (Consultant), Consultant prepared the management and archaeological data recovery plan for the Project.

Under the proposed agreement, Consultant will implement the previously prepared plan by performing archaeological resource management and data recovery services for District's Project to comply with the 5024 MOU.

On February 7, 2017, Sonoma Water issued a Request for Statements of Qualifications to 42 firms. The Request for Statements of Qualifications was also posted on Sonoma Water and County of Sonoma Purchasing Department websites. Statements of Qualifications were received from 48 firms. The firms were evaluated based on thoroughness of the Statements of Qualifications, professional qualifications and demonstrated ability to perform the work, and exceptions to standard terms in the sample agreement. Based on the evaluations, 47 firms, including Consultant were selected for a list of qualified consultants. Tom Origer & Associates was selected to perform the work due to demonstrating expertise and experience needed to implement the work, experience working with Caltrans, demonstrated local knowledge, and demonstrated knowledge of and experience in implementing the archaeological management and data recovery plan that will be implemented under the subject agreement.

The cost of services will not exceed \$550,000; the term end date is December 31, 2020. Under the agreement, Consultant will 1) obtain an encroachment permit, which will include the preparation of supporting documentation; 2) conduct field work; 3) conduct laboratory analysis of recovered archaeological specimens; 4) curate such specimens; and 5) prepare a report. The cost of services was determined based on the number of hours to complete the work at Consultant's hourly rate and including expenses. An estimated budget for the scope of work showing this breakdown is attached to the agreement as Exhibit C.

RECOMMENDATIONS

District staff recommends that 1) the District's Board adopt the proposed resolution; 2) the District's Board and Regional Parks' Board authorize Sonoma Water's General Manager, acting on behalf of the District, and the Director of Regional Parks to carry out property rights activities related to the Project; and 3) the District's Board authorize Sonoma Water's General Manager acting on behalf of the District to execute an agreement with Tom Origer & Associates for implementation of an archaeological data recovery plan through December 31, 2020, in the amount of \$550,000 for compliance with federal, state, and local laws.

Prior Board Actions:

04/28/2015 Authorized Chair to execute agreement with Tom Origer & Associates for As-Needed Cultural Resources services in the amount of \$100,000; term end date April 30, 2018.

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

This work supports the District's Project, which provides community members with access to safe, reliable solid and liquid waste management systems.

Water Agency Strategic Plan Alignment

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

The subject actions will allow the collection system repair to occur, which will improve the existing sewer trunk main to reliably handle dry and wet weather inflows.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	600,000		
Additional Appropriation Requested			
Total Expenditures	600,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	600,000		
Use of Fund Balance			
Contingencies			
Total Sources	600,000		
Narrative Explanation of Fiscal Impacts:			
<p>Agreement: Budgeted amount of \$550,000 is available from FY 2018/2019 appropriations for the Sonoma Valley County Sanitation District construction fund. No additional appropriation is required.</p> <p>Right-of-Way: Budgeted amount of \$50,000, for up to ten \$5,000 appraisals, is available from FY 2018/2019 appropriations for the District's construction fund. No additional appropriate is required.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
<p>Resolution Summary and Response to Comments (Attachment A) Easement Agreement (Attachment B) Temporary Construction Easement Agreement (Attachment C) Consulting Agreement (Attachment D) Notice of Determination (Attachment E)</p>			

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

[Initial Study and Mitigated Negative Declaration of Environmental Impact](#)

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Project_trans.docm

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

2/3 Vote Required

Resolution Of The Board Of Directors Of The Sonoma Valley County Sanitation District Determining That The Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project, Reaches 4A, 4B, and 4C Will Not Have A Significant Adverse Effect On The Environment; Adopting The Initial Study and Mitigated Negative Declaration Of Environmental Impact For The Project; Adopting The Mitigation Monitoring and Reporting Plan/Program; Making Certain Related Findings; Approving The Project; And Authorizing The Filing Of A Notice Of Determination (First District)

Whereas, the Sonoma Valley County Sanitation District (District) proposes to repair and improve the existing sewer trunk main to reliably handle dry- and wet-weather inflows; and

Whereas, the District's wastewater treatment plant and collection system operations are regulated and permitted by the San Francisco Bay Regional Water Quality Control Board (Regional Board). Currently the District operates under the Waste Discharge Requirements adopted in Regional Board Order Number R2-2014-0020 (Order) and National Pollutant Discharge Elimination System Permit Number CA0037800, dated May 14, 2014. In addition, the collection system is subject to State Water Resources Control Board (State Board) Order Number 2006-003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems Sanitary Sewer Water Quality Order No. 2006-0003, and State Board Order Number WQ 2013-0058-EXEC (Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems); and

Whereas, in April 1999, the Regional Board issued a Notice of Violation to the District in response to wet-weather overflows from the collection system. Accordingly, the District began the collection system replacement project. This ongoing effort consists of replacing or repairing approximately 26 miles of the collection system; and

Whereas, as a result of threatened or continued discharge violations of the District's operating Order, the Regional Board adopted Cease and Desist Order Number R2-2015-0032 (Cease and Desist Order) on June 10, 2015. The Regional Board provided a schedule

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to allow the District time to remedy the problem of discharging violations and to develop a phased project to bring the District into compliance with the Cease and Desist Order. The time schedule requires the District to complete a capital improvement phased project and achieve full compliance with applicable Waste Discharge Requirements by October 31, 2022; and

Whereas, the District is lead agency under the California Environmental Quality Act (CEQA). The Sonoma County Water Agency (Sonoma Water) manages the District, and Sonoma Water staff on behalf of the District, prepared an Initial Study and Mitigated Negative Declaration of Environmental Impact (Initial Study) for the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project, Reaches 4A, 4B, and 4C (Project), pursuant to the requirements of the CEQA (California Public Resources Code sections 21000 et seq.), the State CEQA Guidelines (Code of Regulations, Title 14, Division 6, Chapter 3), and Sonoma Water's Procedures for the Implementation of CEQA; and

Whereas, the Initial Study discloses potential environmental impacts of implementing the Project; identifies the means to avoid or reduce potential significant adverse impacts on the environment; and concludes the construction, operation and maintenance of the Project would not have a significant adverse effect on the environment.

Now, Therefore, Be It Resolved that this Board finds that the foregoing recitals are true and correct and further finds, declares, determines and orders as follows:

PROCEDURAL FINDINGS.

1. The Project is located in areas within unincorporated Sonoma County in the southern portion of Sonoma Valley and areas within the City of Sonoma. The Project is within the District's service area boundary, west of State Route 12 (Highway 12) and south of Orchard Avenue. The Project would be located within existing and new easements within private properties, public streets in the City of Sonoma right-of-way, Highway 12 in the California Department of Transportation District 4 right-of-way, and Maxwell Farms Regional Park in the County of Sonoma right-of-way.
2. On September 6, 2017, District staff conducted a community meeting, at Sonoma Charter Elementary School, in the City of Sonoma. The purpose of the meeting was to inform the public of the purpose and need of the Project, discuss a proposed project description, public review process, and the CEQA process.
3. As described in the Initial Study Project Description section, the purpose and need of the Project is to repair and improve the existing sewer trunk main to reliably handle dry- and wet-weather inflows. Implementation of the Project would address structural deficiencies in the existing trunk main, provide conveyance capacity to accommodate the 10-year, 24-hour storm, reduce or eliminate sanitary system overflows, enhance the system's wet weather capacity and reliability, improve surface water quality, mitigate settlement potential of the high liquefaction potential zone that the sewer trunk main bisects, address issues identified by the Cease and

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Desist Order, and bring the District into compliance with its operating Order.

4. As described in the Initial Study's Project Description, the Project would allow the District to comply with conditions set forth in the Cease and Desist Order. The Project includes the following components: (1) abandon and/or remove and replace sections (approximately 8,500 linear feet) of the existing 21-inch diameter reinforced concrete underground sewer trunk main with 27-inch polyvinyl chloride pipe including sections of connecting sewer lines manholes and other appurtenances; (2) restore roadway surface; (3) relocate, reconstruct, or remove miscellaneous structures; and (4) relocate, install, or abandon other utilities.

5. The Notice of Completion, and Notice of Availability and Notice of Intent to Adopt the Initial Study (Notice of Availability) were filed with the California Governor's Office of Planning and Research State Clearinghouse and the Sonoma County Clerk's office. The Initial Study was released on December 7, 2018, for a 31-day public review period ending January 7, 2019 and was sent to responsible and trustee agencies, individuals, and to 3,772 property owners within a half-mile radius adjacent to the project area. The Notice of Availability was published in the Press Democrat on December 9, 2018 and the Sonoma Index-Tribune on December 11, 2018, and posted on Sonoma Water's website on December 7, 2018. Copies of the Initial Study were also available for review at Sonoma Water's administrative office and at Sonoma Valley Regional Library in the project area, an electronic version of the document was made available on the Sonoma Water's website. The Notice of Completion was mailed, along with 15 copies of the Summary Form for Electronic Document Submittal, and 15 electronic copies of the Initial Study, to the State Clearinghouse.

6. Two comments, via letter and email, were received during the public review process from Caltrans, District 4, Local Development-Intergovernmental Review, and one interested person, and are summarized for the Board of Directors as Attachment A.

7. The District submitted a request for Sonoma County General Plan 2020 (General Plan) consistency review to the Sonoma County Permit & Resource Management Department (Permit Sonoma) and to the City of Sonoma Planning Department for the City of Sonoma 2020 General Plan. As neither Department responded within the required 40-day response period, the Project is deemed to be consistent with both General Plans.

SUBSTANTIVE FINDINGS.

1. The District, as Lead Agency, has prepared the Initial Study and Mitigated Negative Declaration in accordance with CEQA, State CEQA Guidelines, and Sonoma Water's Procedures for the Implementation of CEQA.

2. The Board of Directors of the District (Board) has reviewed and considered the environmental effects of the Project as disclosed in the Initial Study, including public comments and the District's response to comments.

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3. Less-than-Significant Impacts

The Board finds that the District's Project described in the Initial Study has certain impacts that are less than significant, which are fully and accurately identified in the Initial Study's Chapter 4, Environmental Checklist.

4. Significant Impacts Reduced to a Less than Significant Level by Mitigation Measures

The Board finds that the District's Project would cause certain significant or potentially significant adverse environmental impacts, which are fully described in the Initial Study, Chapter 4. Environmental Checklist. The Board further finds that changes or alterations have been required in or incorporated into the District Project that will mitigate those impacts to less than significant levels as described in Initial Study Chapter 4. A Mitigation Monitoring and Reporting Plan/Program, as described in Appendix D of the Initial Study, was prepared and is included as Exhibit A. Based on such findings, and the above statement of facts, the Board hereby finds that the significant or potentially significant adverse environmental effects posed by the District Project have been eliminated or reduced to a less than significant level.

5. Mitigation and Monitoring Reporting Plan/Program

A Mitigation and Monitoring Program, as described in Appendix D of the Initial Study, was prepared. The contents of this plan/program are set forth in Exhibit A, attached hereto and incorporated herein by this reference. The Board finds that this mitigation monitoring and reporting plan/program is designed to ensure compliance with the mitigation measures described in the Initial Study. It will be implemented in accordance with all applicable requirements of the CEQA Statute, the State CEQA Guidelines, and the Sonoma Water's Procedures for the Implementation of CEQA.

6. The Board finds that the Initial Study and Mitigated Negative Declaration represents a good faith effort to achieve completeness and full environmental disclosure.

7. The Board certifies that it has reviewed and considered the information in the Initial Study and Mitigated Negative Declaration and finds that there is no substantial evidence that the project will have a significant effect on the environment and that the mitigated negative declaration reflects the independent judgment and analysis of the District's Board of Directors.

Be It Further Resolved that the Board of Directors of the Sonoma Valley County Sanitation District having received, reviewed, and considered the Initial Study and Mitigated Negative Declaration of Environmental Impact and other evidence in the administrative record, hereby finds, determines, and certifies as follows:

1. All of the above recitals, certifications, determinations and findings are true and correct;
2. The Initial Study and Mitigated Negative Declaration of Environmental Impact is hereby adopted;

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3. The Mitigation Monitoring and Reporting Plan/Program (Exhibit A) is hereby adopted and the Board authorizes and directs the General Manager or his assigns to take all appropriate steps in accordance with such plan to ensure that the required mitigation measures are carried out;
4. The Project is hereby approved and the General Manager is directed to file a Notice of Determination in conformance with the provisions of CEQA, State CEQA Guidelines, and Sonoma Water's Procedures for the Implementation of CEQA advising of the Board's approval of the Project described in the Project Description of the Initial Study and Mitigated Negative Declaration.
5. The Clerk of the Board is designated as the custodian of the documents and other materials that constitute the record of proceedings upon which this Board's decisions herein are based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100A, Santa Rosa, California, 95403.

Directors:

Gorin:

Rabbitt:

Harrington:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

APPENDIX D

Mitigation Monitoring and Reporting Plan/Program

This report summarizes the mitigation measures that would be integrated into the Sonoma Valley County Sanitation District (District) Sewer Trunk Main Replacement Project, Reaches 4A, 4B, and 4C (Project) to reduce the potentially significant impacts to a less-than-significant level. These mitigation measures are fully described in the Project's IS/MND. References included in this report to impacts and resource area analyses are referring to those impacts and analyses included in the Project's IS/MND. Also provided is a Mitigation Monitoring and Reporting Plan/Program (MMRP) organized in a tabular format, which identifies mitigation measures that apply to the Project. The tables following each measure provide a breakdown of how the mitigation measure would be implemented, who would be responsible, and when it would occur. The tables consist of five column headings which are defined as follows:

- *Implementation Procedure:* If needed, this column provides additional information on how the mitigation measures would be implemented.
- *Monitoring and Reporting Actions:* This column contains an outline of the appropriate steps to verify compliance with the mitigation measure.
- *Monitoring Responsibility:* This column contains an assignment of responsibility for the monitoring and reporting tasks.
- *Monitoring Schedule:* This column provides a general schedule for conducting each monitoring and reporting task, identifying where appropriate both the timing and the frequency of the action.
- *Responsible Agency:* This column states the agency, which would be responsible for implementing the mitigation measure.

Biological Resources

Impact BIO-b: Have a substantial adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service.

Impact BIO-c: Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act

Construction and maintenance activities associated with the Project could result in impacts to riparian habitat, jurisdictional wetlands, and other waters of the United States.

The following mitigation measures will be implemented to reduce potential impacts to riparian habitat, jurisdictional wetlands, and other waters of the U.S. and State to less than significant levels.

Mitigation Measure BIO-1: Avoid, minimize, or compensate for impacts to jurisdictional wetlands, other waters of the U.S., and impacts to riparian habitat.

1. Construction activities resulting in the introduction of fill or other disturbance to jurisdictional wetlands and other waters of the U.S. would require permit approval from the U.S. Army Corps of Engineers (USACE) pursuant to Section 404 of the Clean Water Act (CWA). The Proposed Project would likely be authorized under Nationwide Permit #12 (Utility Lines) pursuant to Section 404 of the CWA. In addition, a Water Quality Certification would be required from the San Francisco Bay Regional Water Quality Control Board, pursuant to Section 401 of the CWA. The California Department of Fish and Wildlife has jurisdiction in the Proposed Project area over riparian habitat, including stream bed and banks. Therefore, pipeline construction resulting in alteration to channel bed or banks, extending to the outer dripline of trees forming the riparian corridor, would require a Streambed Alteration Agreement (SAA) from the CDFW under Section 1602 of the California Fish and Game Code. The District would apply for permits from the appropriate regulatory agencies and comply with terms. Terms of these permits and the SAA would likely include, but not necessarily be limited to, the mitigation measures listed below:

- a) The District would conduct a wetland assessment according to U.S. Army Corps of Engineers protocol and regional supplement to delineate all potentially jurisdictional wetlands and other waters in the

Proposed Project area. The District would then obtain and comply with necessary conditions for permits for wetland impacts from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California Department of Fish and Wildlife.

- b) Specific locations of pipeline segments shall be configured, wherever feasible, to avoid and minimize direct and indirect impacts to wetlands and stream drainage channels. Consideration taken in finalizing configuration placement shall include:
 - i. Placement of project components as distant as possible from channels and wetlands.
 - ii. Where possible, construction work area boundaries shall have a minimum 20-foot setback from jurisdictional features. Pipeline construction activities in proximity to jurisdictional features include: 1) open trench operations; and 2) portions of pipeline segments listed as parallel to wetland/water features and as having potentially avoidable temporary impacts.
- c) Sites identified as potential staging areas would be examined by a qualified biologist prior to construction. If potentially jurisdictional features are found that could be impacted by staging activities, they shall be avoided.
- d) Where soil removal is necessary in a wetland or drainage, to maintain wetland function, the top 12 inches of soil would be stockpiled and preserved during construction. After the pipeline has been installed, the stockpiled material would be placed back into the drainage or wetland feature to return the beds to approximately their original composition.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Acquire permits from USACE, CDFW, and Regional Board.	1. Comply with regulatory permit.	1. District	1. Prior to Construction	District
2. Implement Best Management Practices (BMPs).	2. Sign-off on inspection report and/ or MMRP.	2. Contractor	2. During Construction	
3. Stockpile excavated soil.	3. Sign-off on inspection report and/ or MMRP.	3. Contractor	3. During Construction	
4. Implement compensatory mitigation.	4. Comply with regulatory permits and SAAs.	4. District	4. Prior to and During Construction	

Impact BIO-e: Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance

Construction and maintenance activities associated with the Project could result in impacts to sensitive natural communities including riparian forests and oak woodlands. Specific measures shall be implemented to reduce impacts to trees protected under Sonoma County Ordinance No. 4991.

The following mitigation measures will be implemented to reduce potential impacts to trees protected under Sonoma County Ordinance No. 4991 to less than significant levels.

Mitigation Measure BIO-2: Comply with Sonoma County Ordinance No. 4991

1. Prior to start of construction, the final number of valley oak trees to be removed would be determined. A Notice of Intent to Mitigate and Remove Valley Oak Trees application would be submitted, and all requirements would be adhered to. The District would comply with mitigation requirements in accordance with Ordinance No. 4991.

As outlined in the Sonoma County Municipal Code Sec. 26-67-030(a), mitigation for tree removal may be in the form of (1) tree replacement by planting valley oak seedlings on the subject property or on another site in the county having the geographic, soil, and other conditions necessary to sustain a viable population of valley oaks; (2) retaining other valley oak trees on the subject property; (3) a combination of measures (1) and (2); or (4) paying an in-lieu fee, which shall be used exclusively for valley oak planting programs in the County of Sonoma.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Submit a notice of intent to mitigate and remove valley oak trees to Sonoma County (based on final number of valley oak trees to be removed). 2. Implement mitigation requirements derived during application process.	1. Design protective measures. 2. Comply with permit conditions; sign-off on inspection report and/or MMRP	1. District 2. Contractor	1. Prior to Construction 2. During Construction	District

Cultural Resources

Impact Cultural-a: Change in the significance of a historical resource as defined in Section 15064.5

Construction and maintenance activities associated with the Project could result in impacts to historical resources as defined in Section 15064.5.

The following mitigation measures will be implemented to reduce potential impacts to historical resources as defined in Section 15064.5 to less than significant levels.

Mitigation Measure CUL-1: Archaeological Resource Management and Data Recovery Plan

1. The District, in consultation with Caltrans, and the affected Native American tribe shall undertake the following:
 - a) Archaeological Resource Management and Data Recovery Plan. Because a California and National Register-eligible archaeological resource has been identified as being present within Caltrans property, which the Proposed Project area is within, the District, in consultation with Caltrans and the affected Native American tribe, shall retain a Secretary of the Interior-qualified archaeologist to prepare and implement Archaeological Resource Management and Data Recovery Plan.

The Archaeological Resource Management and Data Recovery Plan shall include how a data recovery program would preserve the significant information the archaeological resource is expected to contain. Treatment would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim of targeting the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the Proposed Project. The Archaeological Resource Management and Data Recovery Plan shall include provisions for analysis of data in a regional context; reporting of results within a timely manner and subject to review and comments by Caltrans and the affected Native American tribe, before being finalized; curation of artifacts and data at a local facility; and dissemination of final confidential reports to Caltrans, the affected Native American tribe, and the Northwest Information Center of the California Historical Resources Information System.

A representative from the affected Native American tribe shall be present during ground disturbing activities within the site.

In addition, during general ground disturbance throughout the Proposed Project area, there is the potential to uncover previously unidentified archaeological resources. The disturbance of previously unidentified archaeological resources would be a potentially significant impact. Implementation of **Mitigation Measure CUL-2 (Inadvertent Discovery of Archaeological Resources)** would reduce potential impacts to less than significant by ensuring that work would halt in the vicinity of an unanticipated find so that a qualified archaeologist and Native American representative can make additional recommendations if required.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
<ol style="list-style-type: none"> 1. In consultation with the affected tribe, prepare an archaeological resource management and data recovery plan. 2. Provide final confidential reports to affected Native American tribe, Caltrans, and the Northwest Information Center. 3. In consultation with the affected Native American tribe, arrange for a tribal representative monitor to be present on site during ground disturbing activities. 	<ol style="list-style-type: none"> 1. Consult with Caltrans and affected California Native American tribe. 2. District 3. District 	District	<ol style="list-style-type: none"> 1. Prior to and during construction 2. Following construction 3. During construction (ground disturbing activities) 	District

Mitigation Measure CUL-2: Inadvertent Discovery of Archaeological Resources

1. Prior to initiation of ground-disturbing activities, the District shall arrange for construction crews to receive training about the kinds of cultural materials that could be present at the project site and the protocols to be followed should any such materials be uncovered during construction. Training shall be conducted by an archaeologist who meets the U.S. Secretary of Interior’s professional standards (48 CFR Parts 44738-44739 and Appendix A to 36 CFR 61). Training may be required during different phases of construction to educate new construction personnel.
2. During construction outside of known archaeological resource site boundaries, if buried items of historical, archaeological or paleontological interest are encountered the contractor will immediately cease all soil-disturbing construction activities in that area and within 60 feet of the find. Historical, archaeological, cultural and paleontological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal

bones, human bones, and fossils. After cessation of excavation, the contractor will immediately contact the District's Construction Inspector. The contractor will not resume work until authorization is received from the Construction Inspector.

- a) In the event of inadvertent discovery of archaeological materials occurs during construction, the District shall retain the services of a qualified professional archaeologist who meets the U.S. Secretary of Interior's professional standards (48 CFR Parts 44738-44739 and Appendix A to 36 CFR 61) within 24 hours of discovery to evaluate the significance of the items prior to resuming any activities that could impact the site.
- b) In the case of an inadvertent archaeological discovery, if it is determined that the find is potentially eligible for listing in the California Register of Historical Resources and/or National Register of Historic Places, and the site cannot be avoided, additional mitigation measures shall be implemented. Mitigation measures may include (but are not limited to): avoidance; capping the site; deeding the site into a permanent conservation easement; or data recovery excavation. Mitigation measures for historical resources shall be developed in consultation with responsible agencies, and the appropriate affected Native American tribe. If data recovery excavation is necessary, the District shall provide an Archaeological Resource Management and Data Recovery Plan, prepared by a qualified archaeologist, outlining recovery of the resource, analysis, and reporting of the find. The Archaeological Resource Management and Data Recovery Plan shall be approved by the District, and affected Native American tribe. Implementation of the Archaeological Resource Management and Data Recovery Plan shall be conducted prior to work being resumed.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Prepare and provide cultural resources training for construction crews 2. In the inadvertent event of a find, cease construction within 80 feet of find, and 3. In consultation with the affected tribe(s), implement additional mitigation/ arrange for data recovery	1. Provide a sign-in sheet to document training 2. Evaluate significance prior to resuming construction activities.	1. Contractor/District 2. Qualified Archaeologist	1. Prior to and during construction 2. During construction (ground disturbing activities)	District

Impact Cultural-c: Destroy a unique paleontological resources or unique geological feature

Construction and maintenance activities associated with the Project could result in impacts to paleontological resources.

The following mitigation measures will be implemented to reduce potential impacts to paleontological resources to less than significant levels.

Mitigation Measure CUL-3: Inadvertent Discovery of Paleontological Resources

1. Prior to initiation of ground-disturbing activities, the District shall arrange for construction crews to receive training about the kinds of paleontological materials that could be uncovered during construction. Training shall be conducted by a professional paleontologist meeting the professional standards established by the Society of Vertebrate Paleontology. Training may be required during different phases of construction to educate new construction personnel.
2. If any items of paleontological interest are encountered, all soil-disturbing work in that area and within 60 feet of the find shall be halted until a qualified paleontologist meeting the professional standards established by the Society of Vertebrate Paleontology evaluates the site. If it is determined by the qualified paleontologist that the Proposed Project could damage a unique paleontological resource, as defined in the CEQA Guidelines, mitigation shall be implemented in accordance with PRC Section 21083.2 and Section 15126.4 of the CEQA Guidelines. If avoidance is not feasible, the paleontologist shall develop and implement a treatment plan consistent with the methods recommended by the Society of Vertebrate Paleontology. Work shall not be resumed until recommendations received from the qualified paleontologist are implemented.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Prepare and provide paleontological training for construction crews 2. In the inadvertent event of a paleontological find, cease construction within 60 feet of find, and 3. If avoidance is infeasible, apply mitigation/ arrange for a treatment plan	1. Provide a sign-in sheet to document training 2. Evaluate significance prior to resuming construction activities.	1. Contractor/ District 2. Contractor/District 3. Qualified Paleontologist	1. Prior to and during construction/for new crew members 2. During construction (ground disturbing activities)	District

Impact Cultural-d: Disturb any human remains, including those interred outside of formal cemeteries

Construction and maintenance activities associated with the Project could result in impacts to human remains.

Implementation of **Mitigation Measure CUL-1 (Archaeological Resource Management and Data Recovery Plan)** described above and the following mitigation measure will be implemented to reduce potential impacts to the discovery of human remains to less than significant levels.

Mitigation Measure CUL-4: Inadvertent Discovery of Human Remains

1. The project applicant will require the contractor to comply with Section 7050.5 of the Health and Safety Code, and Section 5097.94 of the Public Resources Code of the State of California, as they pertain to the discovery of human remains.
2. In the event of the discovery of human remains during construction, the contractor shall halt work in the area and within 60 feet of the find, and contact the District Construction Inspector and the Sonoma County Coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the remains are found on Caltrans property, the District Construction Inspector will contact Caltrans, and Caltrans will immediately contact the Sonoma County Coroner. If the coroner determines the remains are Native American, the coroner will contact the Native American Heritage Commission. As provided in Public Resources Code Section 5097.98, the Native American Heritage Commission will identify the person or persons believed to be most likely descended from the deceased Native American. The Most Likely Descendent (MLD) makes recommendations for means of treating the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98. Work shall cease in the immediate area until the recommendations of the appropriate MLD have been received.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Cease work within 60 feet of a find and inform the District in the event of an inadvertent discovery of human remains. 2. In the event of discovery of human remains, cease work and contact county coroner and Native American Heritage Commission (NAHC) if necessary.	1. Copies of Site Records or DPR 523 forms shall be retained in District files; incorporate recommendations for design modification if necessary. 2. Sign-off on inspection report and/ or MMRP; coordinate with NAHC.	1. Contractor/District 2. District	1. During Construction 2. During Construction	District

Noise

Impact Noise-a: Expose of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

Construction and maintenance activities associated with the Project could result in a substantial temporary increase in ambient noise levels in the vicinity of Project during construction. Additionally, construction activity would violate standards established in the local noise ordinances, and/or would adversely affect nearby sensitive receptors.

The following mitigation measures will be implemented to reduce potential impacts to persons exposed to substantial temporary increase in ambient noise levels to less than significant levels.

Mitigation Measure NOISE-1: Construction Noise Reduction

1. Limit use of construction equipment (e.g., vibratory hammer/pile driver or concrete saw) that will exceed 90dbA within 50 feet of sensitive land uses along portions of Reach 4B (Ramon Street) and portions of Reach 4C (Happy Lane) to daytime hours on weekdays to comply with City of Sonoma's Municipal Code, Chapter 9.56 (Noise), Section 9.56.050(A) hours (between 8:00 a.m. and 6:00 p.m., Monday through Friday).

Some construction working days and times may have exceptions (as approved by the District) that may occur during emergencies, as required for encroachment permits, safety considerations, or certain construction procedures that cannot be interrupted. With exceptions construction hours may occur during nighttime, and/or on Saturdays and Sundays. If necessary, weekend work would generally comply with City of Sonoma's municipal code, hours (between 9:00 a.m. and 6:00 p.m. on Saturday, and between 10:00 a.m. and 6:00 p.m. on Sundays). With exceptions, prior notification of activities will be given to surrounding residents. In addition, exceptions that require work hours outside of the City of Sonoma's municipal code (between 8:00 a.m. and 6:00 p.m., Monday through Friday, between 9:00 a.m. and 6:00 p.m. on Saturday, and between 10:00 a.m. and 6:00 p.m. on Sundays and holidays), within the City of Sonoma's jurisdiction would comply with the City of Sonoma's Municipal Code, Chapter 9.56 (Noise), Section 9.56.060(A) Exceptions Allowed with Permits.

2. To the extent feasible, the use of construction equipment (e.g., vibratory hammer/pile driver or concrete saw) that generates noise levels greater than 90 dBA along portions of Reaches 4B and 4C within 50 feet of

sensitive land uses shall not be used during Proposed Project construction. If not feasible, and the use of such construction equipment is required, the District shall offer sensitive receptors (residences) within 50 feet of the construction area along portions of Reaches 4B and 4C alternate temporary accommodations. The accommodations shall be provided for the duration of construction activities that generates noise levels greater than 90 dBA within 50 feet of the sensitive receptors (residence). The alternate temporary accommodations shall be reasonably similar to those of the impacted sensitive receptors (residents) in terms of number of beds and amenities.

3. Equipment and trucks used for construction activities shall utilize noise control equipment per manufacturer's original equipment or better (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible).
4. All construction machinery and equipment would be inspected daily to see if there are any problems that may contribute to increased noise levels and unsafe practices.
5. Construction equipment noise shall be minimized where feasible during project construction by muffling and shielding intakes and exhaust on construction equipment (per the manufacturer's specifications) and by potentially shrouding or shielding impact tools. No equipment will be operated with an unmuffled exhaust.
6. Temporary noise damper barriers/enclosures/ structures (e.g. plywood with sound absorbing materials, sound blankets, sandbags or other materials) shall be installed around noisy equipment that may exceed 90dBA and jacking and receiving pits to minimize noise where feasible.
7. Construction contractors shall locate fixed construction equipment (such as compressors and generators) and construction staging areas as far as feasible from nearby sensitive receptors.
8. A District Inspector and/or contractor shall conduct management control of sound source by implementing noise level monitoring for specific construction activities within 50 feet of sensitive receptor locations.
9. Residences and other sensitive receptors within 200 feet of construction and staging areas shall be notified on the construction schedule in writing, at least two weeks prior to the commencement of construction activities. This notice shall indicate the allowable hours of construction activities as specified by the applicable local jurisdiction. The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to complaints regarding construction noise. The coordinator shall determine the cause of the

complaint and ensure that reasonable measures are implemented to correct the problem. A contact number for the noise disturbance coordinator shall be conspicuously placed on the project identification sign(s) and included in the construction schedule notification sent to nearby residences and sensitive receptors.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement acceptable construction hours. 2. Distribute notices to sensitive receptors within 200-feet of Project 3. Implement construction noise reduction measures. 4. Use appropriate noise muffling equipment. 5. Appropriately locate all stationary noise-generating equipment.	1. Incorporate into contract specifications; sign-off on MMRP. 2. Sign-off on MMRP. 3. Incorporate into contract specifications; sign-off on MMRP. 4. Incorporate into contract specifications; sign-off on MMRP. 5. Incorporate into contract specifications; sign-off on MMRP.	1. District 2. District/ Contractor 3. District 4. Contractor 5. Contractor	1. Prior to and during construction 2. At least two weeks prior to construction 3. During construction 4. During construction 5. During construction	District

Impact Noise-b: Expose of persons to excessive ground-borne vibration or ground-borne noise

Construction and maintenance activities associated with the Project could expose sensitive receptors to excessive ground-borne vibration levels.

The following mitigation measures will be implemented to reduce potential impacts to persons exposed to ground-borne vibration to less than significant levels.

Mitigation Measure NOISE-2: Vibration Reducing Measures

1. Limit use of vibratory construction equipment (e.g., or jackhammer) associated with construction activities within approximately 15 feet of sensitive receptors (residence) along Reach 4C (Happy Lane) that could exceed the applied human annoyance threshold of 0.1 inch/second PPV within approximately 15 feet, and exceed the damage threshold for residential structures of 0.3 inch/second PPV within approximately 10 feet. to daytime hours on weekdays to comply with City of Sonoma’s Municipal Code, Chapter 9.56 (Noise), Section 9.56.050(A) hours (between 8:00 a.m. and 6:00 p.m., Monday through Friday).

Some construction hours exceptions may occur along Reach 4C (Happy Lane) within approximately 15 feet of sensitive receptors (residence)

during emergencies, hours required for encroachment permits, safety considerations, or certain construction procedures that cannot be interrupted. With some exceptions construction hours may occur during nighttime, and/or on Saturdays and Sundays. If necessary, weekend work would generally comply with City of Sonoma's municipal code hours (between 9:00 a.m. and 6:00 p.m. on Saturday, and between 10:00 a.m. and 6:00 p.m. on Sundays). With such exceptions, prior notification of activities will be given to surrounding residents.

2. Prohibit use of impact pile driving equipment/vibratory hammer within 25 feet of sensitive receptors along Reach 4B (Ramon Street) and Reach 4C (Happy Lane).
3. Ensure proper tuning of vibratory construction equipment.
4. Use vibration damping devices to the extent feasible.
5. Operate earth-moving equipment as far away as possible from vibration-sensitive receptors.
6. Limit use of vibratory construction equipment to the extent feasible.
7. Do not overlap the use of the greatest vibratory construction equipment (e.g., excavator and jack hammer).
8. The contractor shall implement a vibration monitoring program during trenchless and open trench construction techniques (jack and bore or jack hammering operations) within 15 feet of applicable residential structures along Reach 4B (Ramon Street) and Reach 4C (Happy Lane) to minimize vibration-related impacts on applicable structures.
 - a) Vibration monitoring program:
 - i. Contractor shall submit monitoring program to District and obtain approval from District prior to the start of construction.
 - ii. Provide pre-construction monitoring in the vicinity of construction locations where the use of jack and bore or a jack hammer would be required in regards to building walls, floors, and foundations, driveways and sidewalks, storm drainage structures, sanitary sewer manholes, utility poles, exposed underground utilities, existing ground surfaces, and other facilities as needed, including but not limited to:
 - a. Pictures/videos
 - b. Provide crack gauge installation and initial measurement notations for buildings exteriors prior to start of trenchless operations.

- c. Provide monitoring of existing ground elevations along the trenchless alignments.
- iii. Provide on-going monitoring of existing building walls, floors, and foundations, driveways and sidewalks, storm drainage structures, utility poles, exposed underground utilities, existing ground surface, and other facilities in the vicinity of, and during, trenchless construction operations, including but not limited to:
 - a. At a minimum, monitor facilities noted above under pre-construction monitoring, with the exception of existing ground surface elevations and foundation cracks, on a daily basis.
 - b. Monitor existing ground surface elevations and foundation cracks within 15 feet horizontally of the lead end of the casing on an hourly basis during trenchless construction operations.
 - c. Submit monitoring information to Owner daily at end of the workday.
 - d. Keep on-going monitoring data up to date daily and/or hourly, as required herein, and available for Owner's inspection at all times during trenchless construction operations.
- iv. Provide post-monitoring cleanup following the completion of trenchless construction operations, as follows:
 - a. Upon direction of Owner:
 - 1) Remove concrete monitoring provisions and restore surface to match existing, as needed.
 - 2) Obtain signed post-construction property owner letters from each private property owner.
 - v. If a private property owner will not sign standard letter, determine reason(s) for non-signature and provide property owner(s) name to District for negotiation with private property owner.
- 9. During trenchless and open trench construction techniques (e.g. jack and bore or jack hammering operations) within 25 feet of applicable residential structures along Reach 4B (Ramon Street) and 4C (Happy Lane) temporary alternate accommodations shall be offered by the District to reduce potential annoyance caused by construction-related vibration impacts on applicable residential receptors. The accommodations shall be provided for the duration of construction activities occurring within 15 feet of the residence. The temporary alternate accommodations shall be reasonably similar to those of the impacted residents in terms of number of beds and amenities.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Limit vibratory equipment use to daytime hours consistent with City of Sonoma rules. 2. Develop a Construction Vibration Monitoring Program in the event that trenchless technology is not feasible.	1. Incorporate into contract specifications. 2. Incorporate into contract specifications.	1. Contractor 2. Contractor	1. During construction 2. Prior to and during construction	District

Transportation and Traffic

Impact Traf-a: Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, street, highways and freeways, pedestrian and bicycle paths, and mass transit.

Impact Traf-e: Result in inadequate emergency access

Construction and maintenance activities associated with the Project could impact existing traffic congestion on Highway 12 or on local roadways serving neighborhood traffic during peak times. The Project's construction-related lane closures, and the resulting impacts could be significant with respect to the performance of the local circulation of the transportation network.

The following mitigation measures will be implemented to reduce potential impacts on transportation and traffic and emergency access in the vicinity of the Proposed Project to less than significant levels.

The following mitigation measures will be implemented to reduce potential impacts on trees protected under Sonoma County Ordinance No. 4991 to less than significant levels.

Mitigation Measure TRAF-1: Traffic Control Plan

1. Notification:

- a) At least seven days prior to commencement of work, notify residents along the Proposed Project roadways, in writing, that traffic flows will be subject to detours and/or delays, and that access to individual

driveways may be disrupted during working hours. Provide notice to property owner.

- b) At least seven days prior to commencement of work, post notifications in the Proposed Project area to inform drivers of impending construction work and likely delays and detours.
 - c) Notify the property occupants, in writing, at least three days in advance of the trenching across property occupants' driveways. Provide notice to property owner.
 - d) At least seven days prior to commencement of work, and in compliance with any additional notice requirements set forth in any applicable permits, coordinate vehicular access with affected entities, including, but not limited to, the following:
 - i. El Verano Elementary School
 - ii. Sassarini Elementary School
 - iii. Sonoma Valley Unified School District
 - iv. El Verano Preschool
 - v. St. Francis Solano School
 - vi. Sandy Standley, FCCH Family Day Care
 - vii. Sonoma Valley Fire Department
 - viii. Sonoma County Fire and Emergency Services Department
 - ix. Sonoma Police Department
 - x. Sonoma County Regional Parks Department
 - xi. Sonoma County Sherriff
 - xii. Recology (local recycling, compost, and trash collection hauler)
 - xiii. United States Postal Service (local office)
 - xiv. City of Sonoma
 - xv. Sonoma County Transit
 - xvi. U.S. Postal Service
 - xvii. Caltrans
 - e) If any applicable permits require contractor to notify residents or any organization of traffic detours or delays, provide such notice(s) to property owner.
2. Traffic Control Measures:
- a) Traffic control and safety precautions shall conform to the "California Manual on Uniform Traffic Control Devices" (latest edition), and

applicable provisions of the County of Sonoma, City of Sonoma, and California Department of Transportation encroachment permits.

- b) Pay for traffic signage, including flagging and modification of traffic signal operation.
 - c) Provide safe passage for vehicular and pedestrian traffic through the work at all times.
 - d) Subject to encroachment permit requirements Traffic on two-lane streets may be reduced to one lane provided that, restriction of traffic flow, flaggers, cones, signs, and barricades are furnished as required by District. Permit the traffic equal flow time in each direction.
 - e) Maintain access to public and private buildings, businesses and driveways. Provide approved metal "bridge" or temporary backfill for access when and where required within thirty minutes after request by property owner except that emergency vehicles and personnel shall be provided immediate access at all times.
 - f) Restore access to residences for non-working hours, holidays, and weekends.
3. Maintain Traffic Control Measures:
- a) Maintain traffic control through the site and provide local access as specified herein regardless of rain or other causes, either within or beyond the control of contractor, which may force suspension or delay of the work. At all times keep on the site such materials, labor forces, and equipment as may be necessary to keep the streets and driveways within the site open to traffic and in good repair. Expedite the passage of such traffic, using such labor forces and equipment as may be necessary.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Conduct notifications to residents, schools, and public service providers along affected Project roadways. 2. Implement a traffic control plan which includes the following measures such as identifying hours of construction and deliveries; identifying access and parking restriction, pavement markings and signage requirements; and	1. Incorporate into contract specifications. 2. Incorporate traffic control plan measures into contract specifications. 3. Incorporate permit conditions into contract specifications. 4. Incorporate plans into contract specifications.	1. /District/Contractor 2. District/Contractor 3. District 4. District 5. District	1. Prior to construction 2. Prior to and during construction 3. Prior to and during construction 4. Prior to and during construction 5. During construction	District

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
planning for notifications; coordinating all construction activities with emergency service providers. 3. Obtain local road encroachment permits for roads that are affected by construction activities. 4. Develop circulation and detour plans to minimize impact to local street circulation. This may include the use of signing and flagging to guide vehicles through and/or around the construction zone. 5. Encourage construction crews to park at staging areas to limit lane closures in the public right-of-way.	5. Incorporate parking restrictions into contract specifications.			

Tribal Cultural Resources

Impact TCR-a: cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).

Impact TCR-b: cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by

substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Construction and maintenance activities associated with the project could cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k); and determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1.

Implementation of **Mitigation Measure CUL-1 (Archaeological Resource Management and Data Recovery Plan) and Mitigation Measure CUL-2 (Inadvertent Discovery of Archaeological Resources)** described above, and the following mitigation measures, will be implemented to reduce potential impacts to tribal cultural resources to less than significant levels.

Mitigation Measure TCR-1: Tribal Cultural Resources Interpretive Program

1. The District shall implement an interpretive program of the tribal cultural resource in consultation with the affected California Native American tribe. The plan shall identify, as appropriate, proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays. The affected California Native American tribe will oversee and approve the cultural interpretation program content, and as deemed appropriate by the affected California Native American tribe, the types of materials, photos, and illustrations used in the final display.

Mitigation Measure TCR-2: Tribal Monitoring During Grading, Groundbreaking, Excavation, and Ground-Disturbing Activities in Tribal Cultural Resource Areas

1. The District shall retain a monitor representative from the California Native American tribe during all grading, groundbreaking, excavation, and ground-disturbing activities performed in conjunction with the

Project development of areas identified as tribal cultural resources within Reaches 4A and 4B during consultation.

2. For purposes of determining Tribal monitoring crew sizes, a written schedule of grading, groundbreaking, excavation, and ground-disturbing activities will be submitted by District to the California Native American tribe one week in advance of the commencement of these activities. For purposes of this mitigation, "notice" must be given during normal business hours (i.e., Monday - Friday from 8:00 a.m. to 5:00 p.m.) to be proper notice. Following any rescheduling or interruption of scheduled activities, the District will give the California Native American tribe forty-eight (48) hours' notice before activities resume.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
<ol style="list-style-type: none"> 1. In consultation with the affected tribe, prepare an interpretive program of the tribal cultural resource. 2. Retain a monitor representative from the California Native American tribe in conjunction with the project development of areas identified as tribal cultural resources within Reaches 4A and 4b. 	<ol style="list-style-type: none"> 1. Consult with affected California Native American tribe. 2. Incorporate tribal monitor into contract specifications. 	<ol style="list-style-type: none"> 1. District 2. District/Contractor 	<ol style="list-style-type: none"> 1. During and following construction 2. During construction 	District

Summary and response to comments received during public review period for the
Initial Study and Mitigated Negative Declaration of Environmental Impact for the
Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project,
Reaches 4A, 4B, and 4C

The Initial Study and Mitigated Negative Declaration of Environmental Impact (Initial Study) for the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project, Reaches 4A, 4B, and 4C (Proposed Project) was available for public review from December 7, 2018 to January 7, 2019. Two comments were received during the public review period and are summarized below.

Summary of Comments Received and Responses

- Ms. Patricia Maurice, Caltrans District 4 Branch Chief of Local Development-Intergovernmental Review and submitted a comment letter dated January 2, 2019. Caltrans expressed that a traffic control plan is required for construction of the proposed project to avoid project-related impacts to the State Transportation Network, that pedestrian access through the construction zone must be in accordance with the Americans with Disabilities Act (ADA), and that the proposed project will require an encroachment permit prior to construction.
 - Response: The Transportation and Traffic (Section XVI) of the Draft Initial Study addresses transportation and traffic impacts in the Proposed Project area. The Proposed Project includes Mitigation Measure TRAF-1 (Traffic Control Plan) which would reduce potential construction-related impacts on transportation and traffic in the vicinity of the Proposed Project to less than significant. The project specifications will require the contractor to comply with Mitigation Measure TRAF-1 (Traffic Control Plan). In addition, the project specifications will require the contractor to provide pedestrian access in compliance with ADA regulations. The Sonoma Valley County Sanitation District submitted an encroachment permit application to Caltrans District 4 Office of Permits on October 31, 2018. The District is currently coordinating with Caltrans on the encroachment permit process. The encroachment permit requires a traffic control plan, which will be provided by the District's selected contractor.
- Mr. Michael Gomez submitted a comment via email dated January 7, 2019. Mr. Gomez expressed interest in relocating an existing manhole on his property, and expressed concern that the proposed sewer trunk main alignment could endanger mature trees on his property.
 - Response: District Staff met with Mr. Gomez on two occasions in 2016 and 2017 to discuss the proposed trunk alignment and potential tree impacts. The flexibility of a new manhole location is limited by the alignment of proposed trunk main, including reconnection of Mr. Gomez home.
 - Best Management Practice 3 (BMP-3): Tree Protection Measures (i.e., special trenching techniques will be implemented in specific areas of the project (open

trench areas), which will require that a certified arborist be onsite to ensure that root pruning is performed in accordance with ANSI 300 pruning standards) is incorporated into the Proposed Project to avoid and/or substantially reduce impacts to biological resources. The District would require the selected contractor to comply with BMP-3, as defined in the project plans and specifications. BMP-3 will be implemented as a component of the project during all phases of activities associated with the construction of the Proposed Project.

- The Biological Resources (Section IV) of the Draft Initial Study addresses tree impacts along the proposed Reach 4C alignment (includes Mr. Gomez property). The Proposed Project includes Mitigation Measure BIO-1 (Avoid, minimize, or compensate for impacts to jurisdictional wetlands, other waters of the U.S., and impacts to riparian habitat), which would reduce potential construction-related impacts on biological resources in the vicinity of the Proposed Project to less than significant.
- In addition, the Proposed Project includes Mitigation Measure BIO-2 (Comply with Sonoma County Ordinance No. 4991). The Sonoma County Ordinance No. 4991 protects valley oak trees and valley oak woodlands within the Valley Oak Habitat district boundaries in the Proposed Project area. This ordinance requires mitigation for removal of any large valley oak, or any small valley oaks having a cumulative diameter sixty inches or greater at diameter breast height¹ on any property within the Valley Oak Habitat district boundaries. The alignment for the Proposed Project was chosen to minimize tree removal. To not conflict with any local tree preservation policies or ordinances the District would comply with Sonoma County Ordinance No. 4991 and submit a Notice of Intent to Mitigate and Remove Valley Oak Trees application. Implementation of Mitigation Measure BIO-2 (Comply with Sonoma County Ordinance No. 4991) would reduce impacts to protected trees to less than significant.

¹ A valley oak may have multiple trunks which stem from the same root mass. The diameter around the cluster of trunks (cumulative diameter) would be measured as the diameter breast height.

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

Sonoma Valley County Sanitation District
P.O Box 11628
Santa Rosa, CA 95406

GRANT OF EASEMENT

County of Sonoma, a political subdivision of the State of California (hereinafter referred to as "Grantor") hereby grants to the **Sonoma Valley County Sanitation District**, a political subdivision of the State of California (hereinafter referred to as "District") the following described easement.

RECITALS

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

The lands of the County of Sonoma, a political subdivision of the State of California as described on those certain Grant Deeds recorded on October 26, 1949 in Book 914 at Page 392, recorded on May 11, 1981 as Document Number 1981025787, and recorded on January 10, 1986 as Document Number 1986001802 of Official Records of the County of Sonoma (hereafter referred to as the "Grantor's Property").

WHEREAS, District requires a permanent easement over portions of the Grantor's Property, for the purposes of maintaining a sanitary sewer main in conjunction with the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Phase IV-B (Ramon Street to Old Maple Avenue) (the "Project") within that certain real property described in Exhibit "A" and shown for reference in Exhibit "A-1" (hereafter "the Easement Area"), attached hereto, and by this reference hereby made a part of this Agreement.

NOW, THEREFORE, for good and valuable consideration Grantor covenants and agrees as follows:

1. **GRANT OF NON-EXCLUSIVE EASEMENT TO DISTRICT:** Grantor does hereby grant to the District a non-exclusive easement over the Easement Area for the following purposes: to excavate, install, repair, replace (with the initial or any other size), remove, re-construct, operate, maintain and use Sewer Pipelines, Inflow and Infiltration Pipelines, and Recycled Water Pipelines and to make or construct or direct or authorize the making or construction of any connections or Sewer, Inflow and Infiltration, or Recycled Water pipeline extensions to any property, including appurtenances, to the Sewer Pipelines, Inflow and Infiltration Pipelines, and Recycled Water Pipelines in the Easement Area, as District shall from time to time elect for conveying sewage or recycled water, together with adequate protection therefore, and also a right of ingress to and egress from the Easement Area over and across roads and lanes thereon, if such there be, otherwise by such roads or routes on Grantor's Property as shall occasion the least practicable damage and inconvenience to Grantor. The Sewer Line and any extensions or connections thereto, including appurtenances, are hereinafter referred to as "Sewer Lines."

Grantor further grants to District:

- A. The right to excavate or fill within the Easement Area for the full width and to a reasonable depth thereof and to temporarily place excavated material for such work into land owned by Grantor along and outside the Easement Area to such extent as District's Engineer may find reasonably necessary;
- B. The right to support Sewer Lines across ravines, swales and water courses within the Easement Area with such structures as District's Engineer shall from time to time elect;
- C. The right of grading for, constructing, maintaining, and using such roads on and across the Easement Area as District's engineer may deem necessary in the exercise of said right of ingress and egress or to provide access to lands adjacent to said Area;
- D. The right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter in the Easement Area and to trim and to cut down and clear away any trees in the vicinity of the Easement Area which now or hereafter in the opinion of District's Engineer may be a hazard to the Sewer Lines by reason of root damage, and which may interfere with the exercise of District's rights hereunder. District shall not be required to compensate Grantor for any such removal of trees and brush; provided, however, that all trees which District is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all trimmings, brush and refuse shall be removed by District;
- E. The right to install, maintain, and use gates in all fences that now cross or shall hereafter cross the Easement Area.

2. **DISTRICT'S RESPONSIBILITIES:**

A. Except as specifically provided otherwise in this Agreement when District accepts this Grant of Easement, District as part of its acceptance agrees to the following: to backfill any trench made by it within the Easement Area or adjacent area and to repair damage on Grantor's Property resulting from District's activities under this Agreement, including damage to Grantor's private roads or lanes; provided, that District shall not be required to fully replace such roads or lanes but only to repair such damage, and District shall not be required to repair damage caused from routine maintenance activities due to Grantor's failure to properly maintain such roads or lanes, or due to improper construction of such roads or lanes;

B. Grantor shall not be responsible for the cost of recording this Agreement.

3. **GRANTOR'S RIGHTS AND RESPONSIBILITIES:**

A. Grantor reserves the right to use the Easement Area for purposes which will not interfere with District's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or reservoir within the Easement Area, Grantor shall not construct any other structure or construction within the Easement Area which will interfere with District's rights herein, and Grantor shall not disturb or diminish or substantially add to the earth cover over the Sewer Lines ;

B. Grantor shall not drill or operate any well within 50 feet of the Sewer Lines.

C. Grantor shall not plant any trees, shrubs, vines or row crops within the easement area described in Exhibit A and shown for reference in Exhibit A-1.

4. **FURTHER DESCRIPTION OF EASEMENT OVER GRANTOR'S PROPERTY:** The easement granted herein is a perpetual easement and right-of-way for the purposes articulated herein. The easement does not confer any responsibility or liability on the District for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, state or local law.

5. **TERM:** The easement granted herein shall continue indefinitely.

6. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic or petroleum product substances or materials in, on or near the subject property.

7. **IMMEDIATE ACCESS:** Grantor hereby grants permission to District, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's property needed in order to effectuate the purposes described herein. It is understood that Grantor does not

waive liability of District or District's contractor for injury to person or property arising out of negligence in performing activities related to such purposes.

8. **SUCCESSORS:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successor, heirs, assigns and transferees, and all covenants shall apply to and run with the land.

9. **NOTIFICATION:** In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

10. **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 the recordation of this easement agreement.

11. **ENTIRE UNDERSTANDING:** 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 California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. **SIGNATURES OF GRANTORS:** Grantor represents and warrants that (a) Grantor is the sole legal and lawful owners of the Property, (b) Grantor has the requisite authority to execute this agreement on behalf of the interest they represent herein, and to grant the easement conveyed herein to the District, and (c) no other party has any legal or equitable claim to or interest in Grantor's Property.

13. **SUBORDINATION AGREEMENT:** Grantor warrants that Grantor is the owner in fee simple of Grantor's Property, and that on the date it executed this Agreement Grantor's Property was not subject to any deeds of trust or other encumbrance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

County of Sonoma:

Executed by the County of Sonoma this _____ day of _____, 2018, pursuant to authority granted by Agenda Item No. _____ dated _____, 2018:

By: _____
Bert Whitaker
Director

Approved as to Form:

By: _____ Date: _____
Deputy County Counsel

Sonoma Valley County Sanitation District:

Executed by the Sonoma Valley County Sanitation District this _____ day of _____, 2018, pursuant to authority granted by Agenda Item No. _____ dated _____, 2018:

By: _____
Grant Davis
General Manager

Exhibit A
Legal Description
"Easement Area"
S.V.C.S.D. Trunk Main Replacement Project Phase IVb
(Maxwell Farms Regional Park Segment)

Real property situated in a presently un-incorporated area of the County of Sonoma, State of California described as follows:

Portions of the Lands of the County of Sonoma described in that certain Deed recorded October 26, 1949 in Book 914 of Official Records of Sonoma County, beginning at page 392 (hereafter referred to a 914 O.R. 392 for reference); that certain Grant Deed recorded May 29, 1981 as Document 1981-030000, Official Records of Sonoma County (hereafter referred to as Doc. 1981-030000); and that certain Corporation Grant Deed recorded January 10, 1986 as Document 1986-001802, Official Records of Sonoma County (hereafter referred to as Doc. 1986-001802 for reference); and as shown upon that certain Record of Survey map filed October 1, 1981 in Book 326 of Maps, at page 38, Official Records of Sonoma County (hereafter referred to as 326 Maps 38 for reference); that certain Record of Survey map filed January 28, 1986 in Book 380 of Maps, at page 46, Sonoma County Official Records (hereafter referred to as 380 Maps 46 for reference); and that certain Record of Survey map filed November 27, 1995 in Book 544 of Maps, at page 43, Official Records of Sonoma County (hereafter referred to as 544 Maps 43 for reference) described as follows:

Portion North of Verano Avenue

An "Easement Area", 15.00 feet in width, lying 7.50 feet each side of the following described centerline:

Commencing for reference, at the southeastern-most corner of the western portion of Parcel Two (914 O.R. 392), resulting from the vacation of the portions of Verano Avenue described in that certain Resolution of the Board of Supervisors of the said County of Sonoma, recorded November 8, 1985 as Document 1985-075647, Official Records of Sonoma County (hereafter referred to as Doc. 1985-075647 for reference), as shown upon said Record of Survey map (544 Maps 43), said southeastern-most corner being hereafter referred to as "Point A" for reference; Thence from said Point A, along the northern boundary of Verano Avenue as shown on 544 Maps 43, South 87°59'34" West 199.31 feet to a point hereafter referred to as "Point B" for reference, being the Point of Beginning of the herein described centerline for the portion of the herein described "Easement Area" lying north of Verano Avenue; Thence departing from the said northern boundary of Verano Avenue, North 33°05'49" West 120.08 feet, more or less, to a point on the southwestern boundary of the 15.00 foot wide easement for sewer lines and appurtenances described in said Resolution of the Board of Supervisors of the said County of Sonoma (Doc. 1985-075647), being the Point of Terminus of the herein described centerline for the portion herein described "Easement Area" lying north of Verano Avenue.

The sidelines of the hereinabove described portion of the "Easement Area" lying north of Verano Avenue shall be lengthened, extended or shortened as necessary to form true intersections with the said northern boundary of Verano Avenue and the said southwestern boundary of the 15.00 foot wide easement for sewer lines and appurtenances (Doc. 1985-075647), said portion of the hereinabove described "Easement Area" lying north of Verano Avenue being a portion of Sonoma County Assessor's Parcel (APN) 127-141-027.

Portion South of Verano Avenue)

An "Easement Area", 15.00 feet in width, lying 7.50 feet each side of the following described centerline:


Beginning at a point on the southern boundary of Verano Avenue as shown upon said Record of Survey map 326 Maps 38, being a point from which the hereinabove described Point B, bears North 33°05'49" West 81.74 feet (L1), said point being hereinafter referred to as Point C for reference, being the Point of Beginning of the herein described centerline for the portion of the herein described "Easement Area" lying south of Verano Avenue; Thence departing from the said southern boundary of Verano Avenue, South 33°05'49" East 192.18 feet; Thence South 48°01'03" East 525.06 feet; Thence South 55°44'07" East 241.26 Feet; South 89°28'58" East 211.24 feet; Thence South 42°29'21" East 215.58 feet; Thence South 18°59'46" East 306.66 feet; Thence South 27°40'16" East 225.21 feet; Thence South 08°02'10" East 96.46 feet to a point of the southern boundary of the said lands of the County of Sonoma (Doc. 1986-01802) as shown upon 380 Maps 46, hereinafter referred to as Point H and from which point the southeastern most corner of the said Lands the County of Sonoma (Doc. 1986-01802) as shown upon 380 Maps 46, bears North 81° 31' 40" East 40.67 feet (L43), said Point H being the Point of Terminus of the herein described centerline for the portion of the herein described "Easement Area" lying south of Verano Avenue.

The sidelines of the hereinabove described portion of the "Easement Area" lying south of Verano Avenue shall be lengthened, extended or shortened as necessary to form true intersections with (i) the northern boundary of Verano Avenue, at the northern extent of the hereinabove described "Easement Area"; (ii) the southern boundary of the lands the said Lands of the County of Sonoma County of Sonoma (Doc. 1986-01802) as shown upon 380 Maps 46, at the southern extent of the hereinabove described "Easement Area"; and (iii) at changes in direction of the hereinabove described centerline, said portion of the hereinabove described "Easement Area" lying south of Verano Avenue being a portion of Sonoma County Assessor's Parcels (APN)s 127-141-014 and 127-141-015.

Bearings called for by this Legal Description are based upon the line between two 2" Brass Disk Monuments stamped "CSSC" in Monument Wells in located in Verano Avenue and being 1190.23 feet distant as shown upon said Record of Survey map 544 Maps 43, having a bearing of South 87°59' 34" West .

This Legal Description and its accompanying Plat were prepared by me in October 2018.

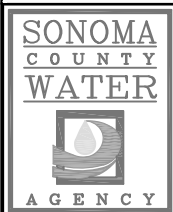
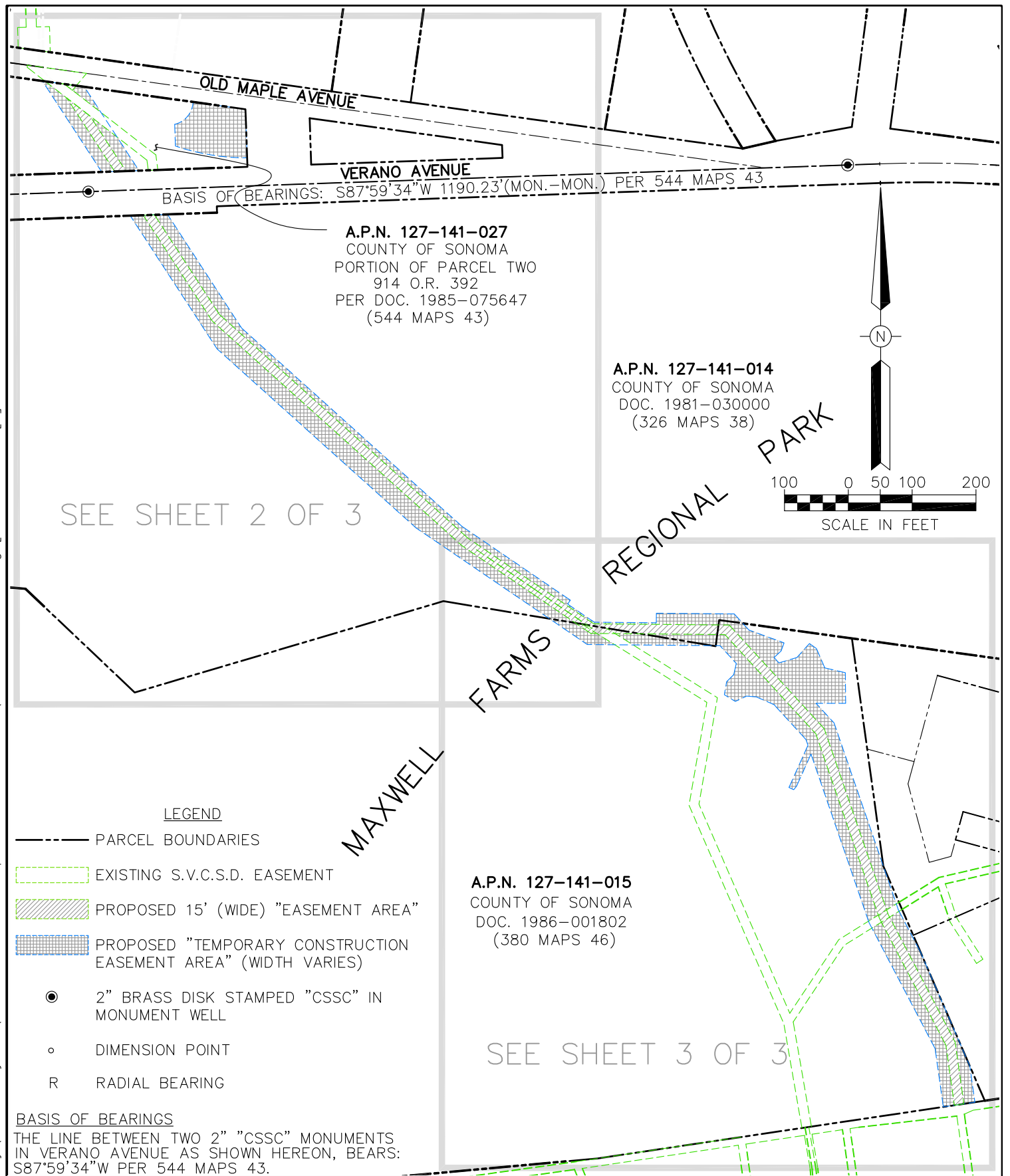




John R. Monaghan, L.S. 6122

10.23.18
Date

\\SD-Data\Survey\Land Projects\SVCSD_TrunkMainReplacement_PN7365\7365PLATS_4B.dwg [EXHIBIT A-1 [1]



REVISIONS		
REV.	DATE	BY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

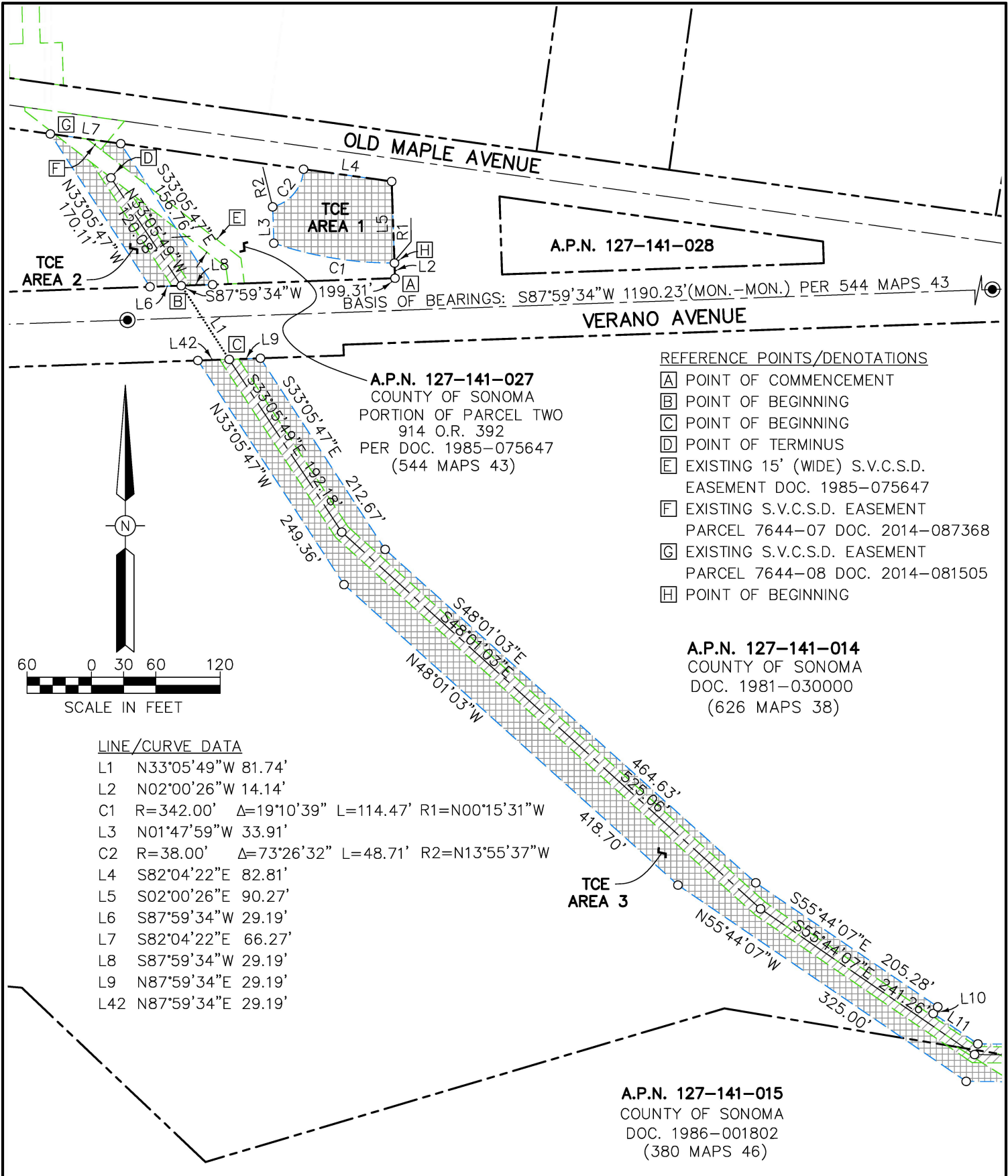
EXHIBIT A-1

SONOMA VALLEY COUNTY SANITATION DISTRICT

TRUNK MAIN REPLACEMENT PROJECT-PHASE 4B

PROJECT/TASK: V0064C001	
DATE :	10-5-18
DRAWN BY:	JM
CHECKED BY:	
SHEET NO. 1 OF 3	

jm\\SD-Data\\Survey\\Land Projects\\SVCSD_TrunkMainReplacement_PN7365\7365PLATS_4B.dwg [EXHIBIT A-1 [2]



REVISIONS		
REV.	DATE	BY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-1

SONOMA VALLEY COUNTY SANITATION DISTRICT

TRUNK MAIN REPLACEMENT PROJECT-PHASE 4B

PROJECT/TASK: V0064C001	
DATE :	10-5-18
DRAWN BY:	JM
CHECKED BY:	
SHEET NO. 2 OF 3	

A.P.N. 127-141-014
 COUNTY OF SONOMA
 DOC. 1981-030000
 (626 MAPS 38)

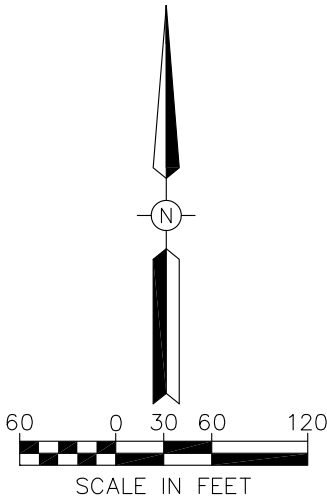
REFERENCE POINTS/DENOTATIONS

- [H] POINT OF TERMINUS
- [I] SOUTHEASTERN-MOST CORNER
 DOC. 1986-001802 (380 MAPS 46)
- [J] EXISTING 15' (WIDE) S.V.C.S.D. EASEMENT
 DOC. 1983-036581 ("EASEMENT A")
- [K] EXISTING 12' (WIDE) S.V.C.S.D. EASEMENT
 DOC. 1988-086515

LINE/CURVE DATA

- L10 N34°15'53"E 7.50'
- L11 N55°44'07"W 50.38'
- L12 N00°31'02"E 15.00'
- L13 S42°29'21"E 34.21'
- L14 S69°53'49"E 58.63'
- L15 S20°06'11"W 13.51'
- L16 S47°30'39"W 15.00'
- L17 S42°29'21"E 11.53'
- L18 N73°23'42"E 29.37'
- L19 N41°43'23"E 29.37'
- L20 S54°24'58"E 13.43'
- L21 S23°20'56"E 33.08'
- L22 S76°43'30"E 33.08'
- L23 S00°36'02"E 47.98'
- L24 S89°59'14"W 46.30'
- L25 S42°29'21"E 41.61'
- L26 S81°31'40"W 25.00'
- L27 S81°31'40"W 25.00'
- L28 S24°12'43"W 54.59'
- L29 S38°15'28"W 7.60'
- L30 N65°47'17"W 8.16'
- L31 N24°12'43"E 72.61'
- L32 N18°59'46"W 9.38'
- L33 N42°29'21"W 74.24'
- L34 N66°17'04"W 30.44'
- L35 N85°30'54"W 15.22'
- L36 S64°22'10"W 19.44'
- L37 N58°19'20"W 20.18'
- L38 N9°42'31"E 20.56'
- L39 N45°00'18"E 15.75'
- L40 N13°06'59"E 17.94'
- L41 N42°29'21"W 37.80'
- L43 N81°31'40"E 40.67'

A.P.N. 127-141-015
 COUNTY OF SONOMA
 DOC. 1986-001802
 (380 MAPS 46)



A.P.N. 127-141-023

A.P.N. 127-141-022

A.P.N. 127-141-020

A.P.N. 127-141-012
 RANCHO DE SONOMA MHP, LLC
 DOC. 2013-090718
 (122 MAPS 23)

RAMON STREET

TCE AREA 3



REVISIONS		
REV.	DATE	BY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-1

SONOMA VALLEY COUNTY SANITATION DISTRICT

TRUNK MAIN REPLACEMENT PROJECT-PHASE 4B

PROJECT/TASK: V0064C001
DATE : 10-5-18
DRAWN BY: JM
CHECKED BY:
SHEET NO. 3 OF 3

j:\SD-Data\Survey\Land Projects\SVCSD_TrunkMainReplacement_PN7365\7365PLATS_4B.dwg [EXHIBIT A-1 [3]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed Grant of Easement dated _____, from the **County of Sonoma**, a political subdivision of the State of California to the **Sonoma Valley County Sanitation District**, a political subdivision of the State of California, and the terms specified therein are hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma Valley County Sanitation District on February 24, 2010.

Sonoma Valley County Sanitation District

Dated: _____

Grant Davis
General Manager

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

Sonoma Valley County Sanitation District
404 Aviation Boulevard
Santa Rosa, CA 95403

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Agreement, made and entered into on _____, 20__, by and between the **Sonoma Valley County Sanitation District**, a political subdivision of the State of California (hereinafter called the “Grantee”), and the **County of Sonoma**, a political subdivision of the State of California, (hereinafter called the “Grantor”).

R E C I T A L S

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

The lands of the County of Sonoma, a political subdivision of the State of California as described on those certain Grant Deeds recorded on October 26, 1949 in Book 914 at Page 392, recorded on May 11, 1981 as Document Number 1981025787, and recorded on January 10, 1986 as Document Number 1986001802 of Official Records of the County of Sonoma, (hereafter referred to as the Grantor’s Property).

WHEREAS, Grantee wishes to obtain a Temporary Construction Easement (hereafter referred to as “TCE”) on Grantor’s Property to access and construct a sanitary sewer main in conjunction with the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Phase IV-B (Ramon Street to Old Maple Avenue) (the “Project”) within that certain real property described in Exhibit “A” and shown for reference in Exhibit “A-1” (hereafter “the TCE Area”), attached hereto, and by this reference hereby made a part of this Agreement..

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. TCE. Grantor hereby grants Grantee a TCE, subject to all the terms and conditions of this Agreement, to use that portion of real property described in Section 2 below. For purposes of use of this TCE, Grantee includes Sonoma County Water Agency employees, agents, and contractors.

2. Premises. Grantee is hereby permitted to use the real property described in Exhibit "A" and shown for reference in Exhibit "A-1" attached hereto and made a part hereof (hereinafter, the "Premises").

3. Term. The term of this Agreement shall commence on execution of this Agreement and shall terminate on the filing of the Project's Notice of Completion for the final phase of construction unless earlier terminated in accordance with Section 6 below. It is understood and accepted by Grantor that Grantee shall construct the Project in 2 phases to accommodate Grantor's use of a portion of Grantor's Property upon completion of the first phase of construction. Upon termination of this Agreement, Agency will record a Notice of Quitclaim of TCE generally in the form attached hereto as Exhibit B and incorporated herein.

4. Use. Grantee shall be able to use the Premises for purposes of Project access and construction purposes over and across said premises.

5. Indemnification. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

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

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

If to Grantee: Sonoma Valley County Sanitation District
Attention: General Manager
404 Aviation Boulevard

Santa Rosa, California 95403

If to Grantor: Sonoma County Regional Parks
Attention: Director
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 7.

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

9. Signatures of Grantor. Grantor represents and warrants that (a) Grantor is the sole legal and lawful owners of the Property, (b) Grantor has the requisite authority to execute this Agreement on behalf of the interest they represent herein, and to grant the Agreement conveyed herein to the Grantee, and (c) no other party has any legal or equitable claim to or interest in the Property.

10. Subordination Agreement. Grantor warrants that Grantor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Grantor's Property was not subject to any deeds of trust or other encumbrance.

11. General Provisions.

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

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

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

11.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

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

11.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Grantee and Grantor agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Grantor and Grantee acknowledge that they have each contributed to the making of this Agreement, and that in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Grantor and Grantee further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

11.9 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 the recordation of this TCE Agreement.

11.10 Notification of Successors or Assigns. In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

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

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

Grantor: **County of Sonoma**, a political subdivision of the State of California

By: _____
Bert Whitaker
Director

Grantee: **Sonoma Valley County Sanitation District**, a political subdivision of the State of California

By: _____
Grant Davis
General Manager

By Agenda Item No. _____ of the Board of Supervisors of the County of Sonoma and the Board of Directors of the Sonoma County Water Agency, the Director and the General Manager are authorized to sign this Agreement.

APPROVED AS TO FORM
FOR GRANTEE:

Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

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

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

Exhibit A
Legal Description
"Temporary Construction Easement Area"
S.V.C.S.D. Trunk Main Replacement Project Phase IVb
(Maxwell Farms Regional Park Segment)

Real property situated in a presently un-incorporated area of the County of Sonoma, State of California described as follows:

Portions of the Lands of the County of Sonoma described in that certain Deed recorded October 26, 1949 in Book 914 of Official Records of Sonoma County, beginning at page 392 (hereafter referred to as 914 O.R. 392 for reference); that certain Grant Deed recorded May 29, 1981 as Document 1981-030000, Official Records of Sonoma County (hereafter referred to as Doc. 1981-030000); and that certain Corporation Grant Deed recorded January 10, 1986 as Document 1986-001802, Official Records of Sonoma County (hereafter referred to as Doc. 1986-001802 for reference); and as shown upon that certain Record of Survey map filed October 1, 1981 in Book 326 of Maps, at page 38, Official Records of Sonoma County (hereafter referred to as 326 Maps 38 for reference); that certain Record of Survey map filed January 28, 1986 in Book 380 of Maps, at page 46, Sonoma County Official Records (hereafter referred to as 380 Maps 46 for reference); and that certain Record of Survey map filed November 27, 1995 in Book 544 of Maps, at page 43, Official Records of Sonoma County (hereafter referred to as 544 Maps 43 for reference) described as follows:

TCE Area 1

Commencing for reference, at the southeastern-most corner of the western portion of Parcel Two (914 O.R. 392) resulting from the vacation of the portions of Verano Avenue described in that certain Resolution of the Board of Supervisors of the said County of Sonoma, recorded November 8, 1985 as Document 1985-075647, Official Records of Sonoma County (hereafter referred to as Doc. 1985-075647 for reference), as shown upon said Record of Survey map (544 Maps 43), said southeastern-most corner being hereafter referred to as "Point A" for reference; Thence northerly along the eastern boundary of said western portion of Parcel Two (914 O.R. 392) resulting from the vacation of the portions of Verano Avenue as shown on 544 Maps 43, North 02°00'26" West 14.14 feet (L2) to the Point of Beginning of the hereinafter described portion of the "Temporary Construction Easement Area" (said portion is hereafter referred to as TCE Area 1 for reference); said Point of Beginning being the beginning of a non-tangent curve (C1), concave northerly, having a radius of 342.00 feet, and whose center bears North 00°15'31" West (Radial Bearing), from said Point of Beginning (R1); Thence along the arc of said curve (C1), deflecting to the right through a central angle (Delta) of 19°10'39", for an arc distance (Length) of 114.47 feet; Thence North 01°47'59" West 33.90 feet (L3) to the beginning of a non-tangent curve (C2), concave northwesterly, having a radius of 38.00 feet; and whose center bears North 13°55'37" West (Radial Bearing) from said beginning of curve (R2); Thence along the arc of said curve (C2), deflecting to the left through a central angle (Delta) of 73°26'32", for an arc distance (Length) of 48.71 feet, more or less, to a point on the southern boundary of Old Maple Avenue as shown upon said Record of Survey map (544 Maps 43); Thence along said

southern boundary South 82°04'22" East 82.81 feet (L4) to the northeastern-most corner of the said western portion of Parcel Two resulting from the vacation of the portions of Verano Avenue described in that certain Resolution of the Board of Supervisors of the said County of Sonoma, as shown upon said Record of Survey map (544 Maps 43); Thence along the said eastern boundary, South 02°00'26" East 76.13 feet (L5) to the Point of Beginning of TCE Area 1 being a portion of the Sonoma County Assessor's Parcel (APN) 127-141-027.

TCE Area 2

Commencing for reference at the hereinabove described Point A; Thence along the northern boundary of Verano Avenue as shown on 544 Maps 43, South 87°59'34" West 199.31 feet to a point hereafter referred to as "Point B" for reference, being the Point of Beginning of the hereinafter described portion of the "Temporary Construction Easement Area" (said portion is hereafter referred to as TCE Area 2 for reference); Thence from said Point B, continuing along the said northern boundary of Verano Avenue, South 87°59'34" West 29.19 feet (L6); Thence departing from said northern boundary North 33°05'47" West 170.11 feet, more or less to the southern boundary of Old Maple Avenue as shown upon said Record of Survey map (544 Maps 43); Thence along the said southern boundary of Old Maple Avenue, South 82°04'22" East 66.27 feet (L7); Thence departing from the said southern boundary of Old Maple Avenue, South 33°05'47" East 156.76 feet, more or less, to the said northern boundary of Verano Avenue; Thence along the said northern boundary of Verano Avenue, South 87°59'34" West 29.19 feet (L8) to the Point of Beginning of TCE Area 2, being a portion of the Sonoma County Assessor's Parcel (APN) 127-141-027.

TCE Area 3

Beginning at a point on the southern boundary of Verano Avenue as shown upon said Record of Survey map 326 Maps 38, being a point from which the hereinabove described Point B, bears North 33°05'47" West 81.74 feet (L1), said point being hereinafter referred to as Point C for reference; Thence from Point C, easterly along the said southern boundary of Verano Avenue, North 87°59'34" East 29.19 feet (L9); Thence departing from the said southern boundary of Verano Avenue, South 33°05'47" East 212.67 feet; Thence South 48°01'03" East 464.63 feet; Thence South 55°44'07" East 205.28 feet; Thence South 34°15'53" West 7.50 feet (L10); Thence South 55°44'07" East 50.38 feet (L11); Thence South 89°28'58" East 97.18 feet; Thence North 00°31'02" East 15.00 feet (L12); Thence South 89°28'58" East 121.90 feet; Thence South 42°29'21" East 34.21 feet (L13); Thence South 69°53'49" East 58.63 feet (L14); Thence South 20°06'11" West 13.51 feet (L15); Thence South 47°30'39" West 15.00 feet (L16); Thence South 42°29'21" East 11.53 feet (L17); Thence North 73°23'42" East 29.37 feet (L18); Thence North 01°43'23" East 29.37 feet (L19); Thence South 04°24'58" East 13.43 feet (L20); Thence South 23°20'56" East 33.08 feet (L21); Thence South 76°43'30" East 33.08 feet (L22); Thence South 00°36'02" East 47.98 feet (L23); Thence South 89°59'14" West 46.30 feet (L24); Thence South 42°29'21" East 41.61 feet (L25); Thence South 18°59'46" East 309.97 feet; Thence South 27°40'16" East 74.87 feet; Thence South 23°22'12" East 194.11 feet; Thence South 08°02'10" East 57.27 feet, more or less to the southern boundary of the said lands of the County of Sonoma (Doc. 1986-001802) as shown upon said Record of Survey 380 Maps 46; Thence along said southern boundary, South 81°31'40" West 25.00 feet (L26) to a point on the said southern boundary, hereinafter referred to as Point H and from which point the southeastern most corner of the said Lands the County of Sonoma (Doc. 1986-01802) as shown upon said Record of Survey map 380 Maps 46, bears North 81° 31' 40" East 40.67 feet (L43); Thence continuing along the said southern boundary, South 81°31'40" West 25.00 feet (L27); Thence


departing from the said southern boundary, North 80°02'10" West 92.33 feet; Thence North 27°40'16" West 222.78 feet; Thence North 18°59'46" West 279.38 feet; Thence South 24°12'43" West 54.59 feet (L28); Thence South 38°15'28" West 7.60 feet (L29); Thence North 65°47'17" West 8.16 feet (L30); Thence North 24°12'43" East 72.61 feet (L31); Thence North 18°59'46" West 9.38 feet (L32); Thence North 42°29'21" West 74.24 feet (L33); Thence North 66°17'04" West 30.44 feet (L34); Thence North 85°30'54" West 15.22 feet (L35); Thence South 64°22'10" West 19.44 feet (L36); Thence North 58°19'20" West 20.18 feet (L37); Thence North 09°42'31" East 20.56 feet (L38); Thence North 45°00'18" East 15.75 feet (L39); Thence North 13°06'59" East 17.94 feet (L40); Thence North 42°29'21" West 37.80 feet (L41); Thence North 89°28'58" West 207.96 feet; Thence North 55°44'07" West 325.00 feet; Thence North 48°01'03" West 418.70 feet; Thence North 33°05'47" West 249.36 feet to the said southern boundary of Verano Avenue; Thence, southeasterly along the said southern Boundary of Verano Avenue, North 87°59'34" East 29.19 feet (L43) to the Point of Beginning of TCE Area 3, being a portion of the Sonoma County Assessor's Parcels (APN)s 127-141-014 and 127-141-015.

Excepting from the hereinabove described real property: (i) That portion of TCE Area 2 lying within the boundaries of that certain 15.00 foot wide easement for sewer lines and appurtenances described in said Resolution of the Board of Supervisors of the said County of Sonoma, recorded November 8, 1985 as Document 1985-075647, Official Records of Sonoma County (hereafter referred to as Doc. 1985-075647 for reference), as shown upon said Record of Survey map (544 Maps 43); (ii) That portion of TCE Area 2 lying within the boundaries of Parcel 7644-07 as described in that certain Grant of Easement, recorded December 8, 2014 as Document 2014-087368, Official Records of Sonoma County; (iii) That Portion of TCE Area 3 lying within the boundaries Easement "A" described in that certain Grant of Easement recorded June 8, 1983 as Document 1983-036581, Official Records of Sonoma County; (iv) That portion of TCE Area lying within the boundaries of the 12 foot Wide Easement for Sanitary Sewer Purposes described in that certain Grant of Easement recorded October 11, 1988 as Document 1988-086515.

Bearings called for by this Legal Description are based upon the line between two 2" Brass Disk Monuments stamped "CSSC" in Monument Wells in located in Verano Avenue and being 1190.23 feet distant as shown upon said Record of Survey map 544 Maps 43, having a bearing of South 87°59' 34" West .

This Legal Description and its accompanying Plat were prepared by me in October 2018.

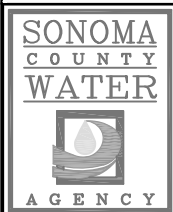
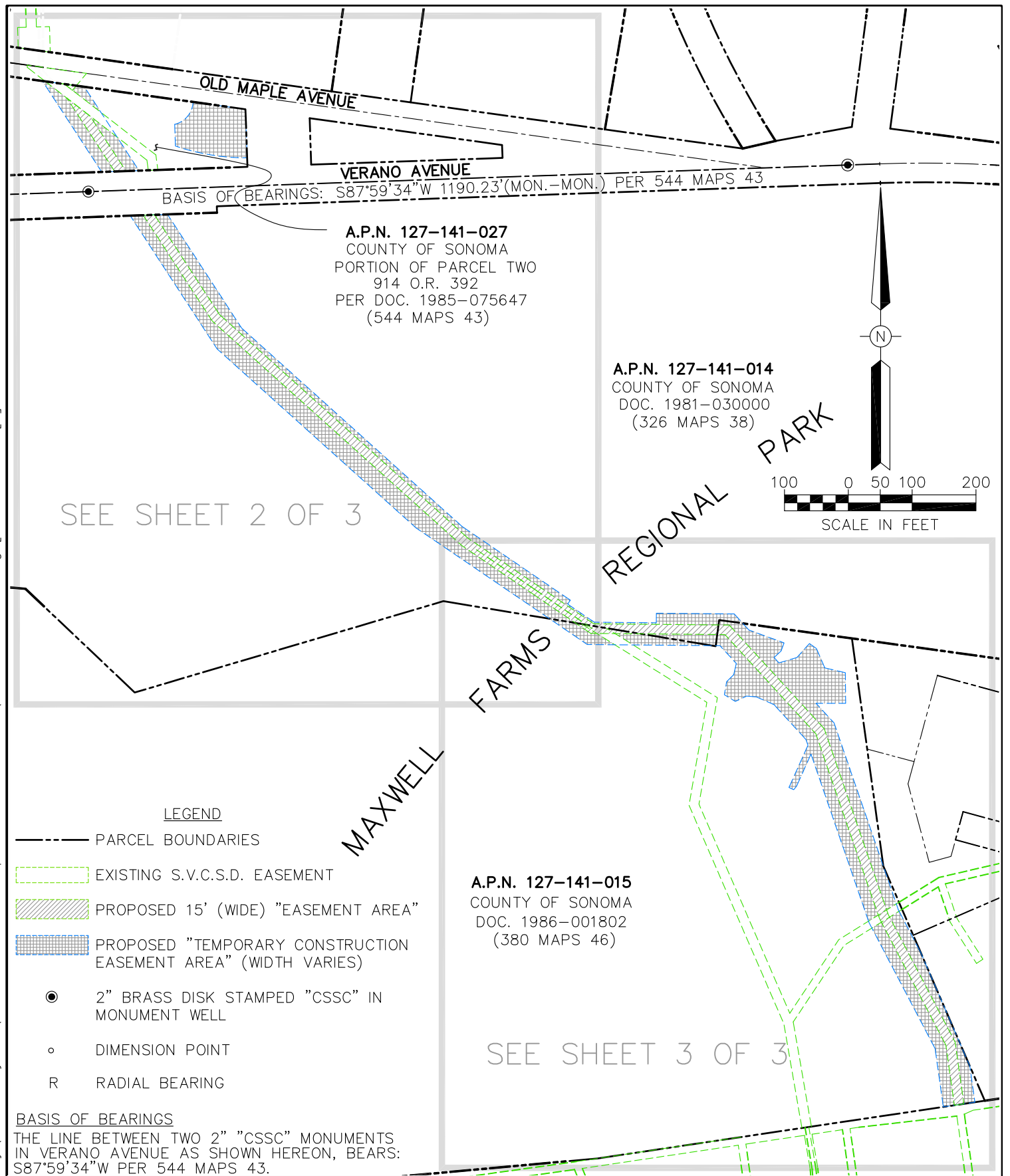




John R. Monaghan, L.S. 6122

10.23.18
Date

\\SD-Data\Survey\Land Projects\SVCSD_TrunkMainReplacement_PN7365\7365PLATS_4B.dwg [EXHIBIT A-1 [1]



REVISIONS		
REV.	DATE	BY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

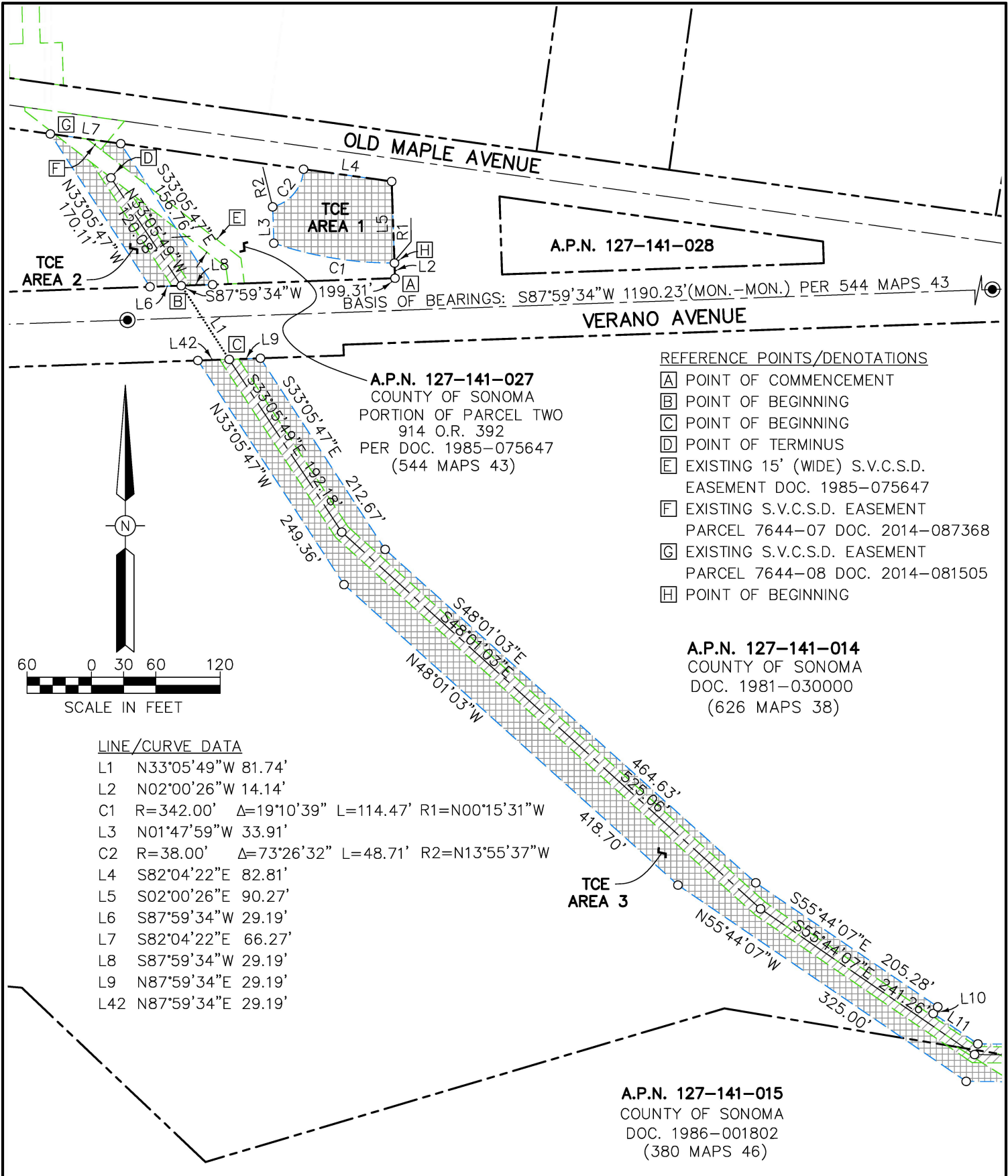
EXHIBIT A-1

SONOMA VALLEY COUNTY SANITATION DISTRICT

TRUNK MAIN REPLACEMENT PROJECT-PHASE 4B

PROJECT/TASK: V0064C001	
DATE :	10-5-18
DRAWN BY:	JM
CHECKED BY:	
SHEET NO. 1 OF 3	

jm\\SD-Data\\Survey\\Land Projects\\SVCSD_TrunkMainReplacement_PN7365\7365PLATS_4B.dwg [EXHIBIT A-1 [2]



REVISIONS		
REV.	DATE	BY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-1

SONOMA VALLEY COUNTY SANITATION DISTRICT

TRUNK MAIN REPLACEMENT PROJECT-PHASE 4B

PROJECT/TASK:	V0064C001
DATE :	10-5-18
DRAWN BY:	JM
CHECKED BY:	
SHEET NO.	2 OF 3

A.P.N. 127-141-014
 COUNTY OF SONOMA
 DOC. 1981-030000
 (626 MAPS 38)

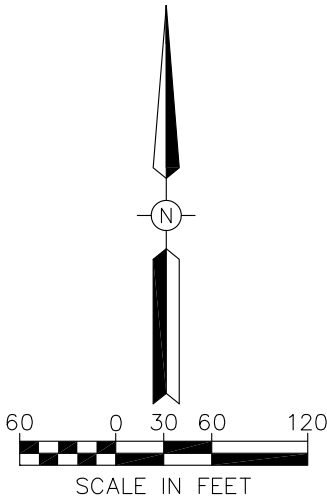
REFERENCE POINTS/DENOTATIONS

- [H] POINT OF TERMINUS
- [I] SOUTHEASTERN-MOST CORNER
 DOC. 1986-001802 (380 MAPS 46)
- [J] EXISTING 15' (WIDE) S.V.C.S.D. EASEMENT
 DOC. 1983-036581 ("EASEMENT A")
- [K] EXISTING 12' (WIDE) S.V.C.S.D. EASEMENT
 DOC. 1988-086515

LINE/CURVE DATA

- L10 N34°15'53"E 7.50'
- L11 N55°44'07"W 50.38'
- L12 N00°31'02"E 15.00'
- L13 S42°29'21"E 34.21'
- L14 S69°53'49"E 58.63'
- L15 S20°06'11"W 13.51'
- L16 S47°30'39"W 15.00'
- L17 S42°29'21"E 11.53'
- L18 N73°23'42"E 29.37'
- L19 N41°43'23"E 29.37'
- L20 S54°24'58"E 13.43'
- L21 S23°20'56"E 33.08'
- L22 S76°43'30"E 33.08'
- L23 S00°36'02"E 47.98'
- L24 S89°59'14"W 46.30'
- L25 S42°29'21"E 41.61'
- L26 S81°31'40"W 25.00'
- L27 S81°31'40"W 25.00'
- L28 S24°12'43"W 54.59'
- L29 S38°15'28"W 7.60'
- L30 N65°47'17"W 8.16'
- L31 N24°12'43"E 72.61'
- L32 N18°59'46"W 9.38'
- L33 N42°29'21"W 74.24'
- L34 N66°17'04"W 30.44'
- L35 N85°30'54"W 15.22'
- L36 S64°22'10"W 19.44'
- L37 N58°19'20"W 20.18'
- L38 N9°42'31"E 20.56'
- L39 N45°00'18"E 15.75'
- L40 N13°06'59"E 17.94'
- L41 N42°29'21"W 37.80'
- L43 N81°31'40"E 40.67'

A.P.N. 127-141-015
 COUNTY OF SONOMA
 DOC. 1986-001802
 (380 MAPS 46)



A.P.N. 127-141-023

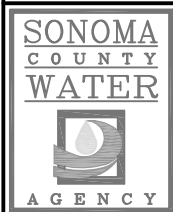
A.P.N. 127-141-022

A.P.N. 127-141-020

A.P.N. 127-141-012
 RANCHO DE SONOMA MHP, LLC
 DOC. 2013-090718
 (122 MAPS 23)

RAMON STREET

TCE AREA 3



REVISIONS		
REV.	DATE	BY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-1

SONOMA VALLEY COUNTY SANITATION DISTRICT

TRUNK MAIN REPLACEMENT PROJECT-PHASE 4B

PROJECT/TASK:	V0064C001
DATE :	10-5-18
DRAWN BY:	JM
CHECKED BY:	
SHEET NO.	3 OF 3

j:\SD-Data\Survey\Land Projects\SVCSD_TrunkMainReplacement_PN7365\7365PLATS_4B.dwg [EXHIBIT A-1 [3]

EXHIBIT "B"

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

Sonoma Valley County Sanitation District
404 Aviation Boulevard
Santa Rosa, CA 95403

QUITCLAIM DEED

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **the Sonoma Valley County Sanitation District**, a political subdivision of the State of California, hereinafter referred to as "Transferor", does hereby remise, release, and forever quitclaim unto the **County of Sonoma**, a political subdivision of the State of California, hereinafter referred to as "Transferee", all right, title and interest in and to that real property situate in the County of Sonoma, State of California, and described as follows:

The lands of the County of Sonoma, a political subdivision of the State of California, as described on those certain Grant Deeds recorded on May 11, 1981 as Document Number 1981025787 and recorded on January 10, 1986 as Document Number 1986001802 of Official Records of the County of Sonoma.

Being that portion of the land granted to the Sonoma Valley County Sanitation District as described in that certain Temporary Construction Easement recorded on _____, under Document Number _____ of Official Records of Sonoma County.

IN WITNESS WHEREOF, Transferor has executed this instrument on this ___ day of _____, 20__.

Transferor: Sonoma County Water Agency

By: _____
Grant Davis
General Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed Temporary Construction Easement Agreement dated _____, from the **County of Sonoma**, a political subdivision of the State of California to the **Sonoma Valley County Sanitation District**, a political subdivision of the State of California, and the terms specified therein are hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010.

Sonoma Valley County Sanitation District

Dated: _____

Grant Davis
General Manager

For accessibility assistance with this document, please contact the Sonoma County Water Agency Technical Writing Section at (707) 547-1900, Fax at (707) 544-6123, or TDD through the California Relay Service (by dialing 711).

cr: s:\techw\agreements\confidential - 1718-097\1718-097 confidential redacted.docx version: 1/4/2019 4:02:00 PM

TW 17/18-097

DRAFT Agreement for Implementation of Archaeological Data Recovery Plan

This agreement (“Agreement”) is by and between **Sonoma Valley County Sanitation District** (“District”) and **Tom Origer dba Tom Origer & Associates**, a sole proprietorship (“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 Paragraph 5.1.

RECITALS

- A. Consultant represents that it is a duly qualified firm, experienced in archaeological and cultural resources surveying and related services.
- B. A portion of District’s Sewer Trunk Replacement Project, Reaches 4A, B, and C (Project) is located within California Department of Transportation’s (Caltrans) right of way, necessitating an encroachment permit from Caltrans.
- C. In addition, Caltrans and District determined that the Project within state property has the potential to affect a state-owned historical resource, which has been determined to be eligible for inclusion on the National Register of Historic Places and California Register of Historical Resources.
- D. Therefore, the Project must comply with the January 2015 Public Resource Code 5024 Memorandum of Understanding between the California Department of Transportation and the California State Historic Preservation Officer Regarding Compliance with Public Resources Code Section 5024 and Governor's Executive Order W026-92 (5024 MOU), which requires the implementation of an archaeological data recovery plan.
- E. Consultant will perform archaeological data recovery services for District’s Project to comply with the 5024 MOU.
- F. District does not have staff with the expertise to perform these services.
- G. Under a previous agreement, Consultant prepared the Archaeological Data Recovery Plan (Plan) for the Project.
- H. Under this Agreement, Consultant will implement the Plan.
- I. 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.

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 of Costs
- c. Exhibit C: Estimated Budget for Scope of Work
- d. Exhibit D: Insurance Requirements

3. SCOPE OF SERVICES

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A 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 with District's Project Manager. Contact information and mailing addresses:

District	Consultant
Project Manager: Yvette O'Keefe 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1943 Email: yvette.okeefe@scwa.ca.gov	Contact: Tom Origer P.O. Box 1531 Rohnert Park, CA 94927 Phone: 707-584-8200 Email: origer@origer.com
Remit invoices to:	Remit payments to:
Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Attn: Accounts Receivable Same as above

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. 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:* Total costs under this Agreement shall not exceed \$550,000.
 - a. Total costs for Tasks 1-5 shall not exceed \$500,000.
 - b. Total costs for Optional Task 6, if requested in writing by District, shall not exceed \$50,000.
 - c. No more than \$450,000 will be paid until the draft report is submitted.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.
- 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 V0064C002
 - 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 C (Estimated Budget for Scope of Work). Exhibit C 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 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) 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 AND COMMENCEMENT OF WORK

- 5.1. *Term of Agreement:* This Agreement shall expire on December 31, 2020, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

- 5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

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 by virtue of the breach of the Agreement by Consultant.

7. **INDEMNIFICATION**

- 7.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and Sonoma Valley County

Sanitation District, and to indemnify, hold harmless, and release Sonoma County Water Agency and Sonoma Valley County Sanitation District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency or Sonoma Valley County Sanitation District based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency or Sonoma Valley County Sanitation District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency or Sonoma Valley County Sanitation District. Sonoma County Water Agency and Sonoma Valley County Sanitation District shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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 D (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 managed or District 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://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 11.3. *Certification:* With each final receivable 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 managed or District 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.
- 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.

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:

Name	Type of Services	Prevailing Wages Apply? Y/N
Far Western Anthropological Research Group, Inc.	Archaeobotanical	N
Kenneth Gobalet	Faunal - Fish	N
Geochemical Research Laboratory	x-ray fluorescence analysis	N
Direct AMS	Radiocarbon dating	N

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:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain District approval of subconsultant.
- 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 (Indemnification), (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. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 15.1. *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.
- 15.2. *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 15.

16. MISCELLANEOUS PROVISIONS

- 16.1. *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.
- 16.2. *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.
- 16.3. *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.

- 16.4. *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.
- 16.5. *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.
- 16.6. *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.
- 16.7. *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.
- 16.8. *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.
- 16.9. *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.
- 16.10. *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 17/18-097

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
District

Date/TW Initials: 12/5/18 crt

Sonoma Valley County Sanitation District

Tom Origer dba Tom Origer & Associates,
a sole proprietorship

By: _____
Grant Davis
General Manager
Authorized per Water Agency's Board of
Directors Action on January 29, 2019

By: _____

(Please print Owner's name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Encroachment Permit

- a. Aid in the preparation of a Caltrans encroachment permit for field work including supporting documentation required by Caltrans.

Deliverable	Due Date
Encroachment Permit	Within 14 calendar days of Effective Date



Deliverable	Due Date
Field Work	Within 60 business days of commencement of field work

1.3. Task 3: Laboratory Analysis

- a. Clean, sort into standard categories, label, and process recovered archaeological specimens, with the exceptions of human remains recovered from the site in Consultant's laboratory.
- b. Conduct laboratory analyses including, but not limited to:
 - i. Obsidian hydration analysis
 - ii. X-ray florescence
 - iii. Faunal remains analysis
 - iv. Radio-carbon dating

Deliverable	Due Date
Included in Task 5 Report	See Task 5

1.4. Task 4: Curation

- a. Deliver cleaned and processed material, with the exception of human remains, to the David A. Fredrickson Archaeological Collections Facility, Anthropological Studies Center, Sonoma State University, for curation.

- b. Comply with Public Resources Code 5097.98 and Health and Human Safety Code 7050.5 as they pertain to the discovery of human remains. If human remains are encountered, halt work in the vicinity of the find, and contact the District, Caltrans, and the Sonoma County Coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner will contact the Native American Heritage Commission. As provided in Public Resources Code Section 5097.98, the Native American Heritage Commission will identify the person or persons believed to be the Most Likely Descendent (MLD) of the deceased Native American. The MLD will recommend the means of treating the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98. Cease work in the immediate area until the appropriate MLD recommendations are concluded.

Deliverable	Due Date
Included in Task 5 Report	See Task 5

1.5. Task 5: Report:

- a. Report preparation will follow the guidelines in the 5024 MOU and Research Design for Native American Archaeological Resources Caltrans District 4.
- b. Contents. Prepare a report of findings based on Tasks 1-3 that includes, but is not limited to, the items below.
 - i. Table of Contents
 - ii. Summary
 - iii. A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted, results, findings, and any other requirements of the 5024 MOU
 - iv. Update appropriate DPR-523 forms for P-49-003531 and include as an appendix to the report.
 - v. Other information to support the report or as requested by District
- c. Review. Submit to District for review.
 - i. First Draft: Prepare the report in draft form and submit to District for review and approval in accordance with the date listed for this deliverable. District will return one copy of the draft report to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If District requests revisions, revise the draft report and resubmit the report for District approval.
- d. Final: Following District approval and prior to District’s acceptance of work under this Agreement, submit the final approved report to District in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Report	Within 120 business days of completion of Task 1
Final Report	Within 7 business days of District's approval of draft

- 1.6. Optional Task 6: Additional Services
- a. Do not proceed with this task unless requested in writing by District.
 - b. Perform additional services as requested by District to support the work under this Agreement. The additional services will be agreed to by Consultant and District and described in writing by District.

Deliverable	Due Date
To be determined	To be determined

2. DELIVERABLES

- 2.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to District.
- 2.2. Comply with requirements of Article 11 (Content Online Accessibility).

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Hourly Rates
Owner	\$110
Project Manager	\$85
Laboratory Manager	\$85
Archaeological Technician	\$60
Laboratory Technician	\$60
EXPENSES	
Item	Cost
Subconsultant: Far Western Anthropological Research Group, Inc.	at cost
Subconsultant: Kenneth Gobalet	at cost
Subconsultant: Geochemical Research Laboratory	at cost
Subconsultant: Direct AMS	at cost
Curation fee	\$1,500 per box
Copies	\$0.10 per page
Postage/shipping	at cost
Overnight mail	at cost
Mileage for personal car	Current IRS rate

Exhibit C

Estimated Budget for Scope of Work

Tom Origer & Associates

Archaeology / Historical Research

Encroachment Permit

Personnel	Title	Rate	Hours	Total
Eileen Barrow	Project Manger	\$85	24	\$2,040.00
Janine Origer	Project Manager	\$85	12	\$1,020.00
Rachel Hennessy	Archaeological Technician	\$60	16	\$960.00
Thomas Origer	Owner	\$110	8	\$880.00
				\$4,900.00

Fieldwork

Personnel	Title	Rate	Hours	Total
Eileen Barrow	Project Manger	\$85	320	\$27,200.00
Janine Origer	Project Manager	\$85	320	\$27,200.00
Taylor Alshuth	Archaeological Technician	\$60	320	\$19,200.00
Rachel Hennessy	Archaeological Technician	\$60	320	\$19,200.00
Staff	Archaeological Technician	\$60	320	\$19,200.00
Staff	Archaeological Technician	\$60	320	\$19,200.00
Staff	Archaeological Technician	\$60	320	\$19,200.00
Staff	Archaeological Technician	\$60	320	\$19,200.00
Staff	Archaeological Technician	\$60	320	\$19,200.00
Staff	Archaeological Technician	\$60	320	\$19,200.00
Julia Franco	Laboratory Manager	\$85	120	\$10,200.00
Staff	Laboratory Technician	\$60	160	\$9,600.00
Thomas Origer	Owner	\$110	104	\$11,400.00
Mileage		6240	\$0.54	\$3,369.60
				\$242,609.60

Analysis

Personnel	Title	Rate	Hours	Total
Eileen Barrow	Project Manager	\$85	80	\$6,800.00
Janine Origer	Project Manager	\$85	80	\$6,800.00
Julia Franco	Laboratory Manager	\$85	160	\$13,600.00
Rachel Hennessy	Archaeological Technician	\$60	120	\$7,200.00
Staff	Laboratory Technician	\$60	80	\$4,800.00
Thomas Origer	Owner	\$110	40	\$4,400.00
Special Studies				
Archaeobotanical	Far Western Anthropological Research Group, Inc.			\$75,000.00
Faunal – Mammal				\$9,500.00

Faunal – Fish	Kenneth Gobalet			\$12,500.00
Obsidian Hydration Analysis	Origer's Obsidian Laboratory			\$22,500.00
X-ray Fluorescence Analysis	Geochemical Research Laboratory			\$3,000.00
Radiocarbon Dating	Direct AMS			\$5,000.00
Shipping				\$250.00
				\$171,350.00

Curation

Personnel	Title	Rate	Hours	Total
Julia Franco	Laboratory Manager	\$85	16	\$1,360.00
Curation Fee		\$1,500 (per box)	30	\$45,000.00
				\$46,360.00

Report

Personnel	Title	Rate	Hours	Total
Eileen Barrow	Project Manager	\$85	120	\$10,200.00
Janine Origer	Project Manager	\$85	40	\$3,400.00
Taylor Alshuth	Archaeological Technician	\$60	80	\$4,800.00
Rachel Hennessy	Archaeological Technician	\$60	80	\$4,800.00
Staff	Archaeological Technician	\$60	80	\$4,800.00
Staff	Graphics	\$60	24	\$1,440.00
Thomas Origer	Owner	\$110	40	\$4,400.00
				\$33,840.00

Optional Additional Services

Not to exceed \$50,000.00

Total Amount - \$549,059.60

Exhibit D

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.
 - 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, 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 and 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: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- b. Required Evidence of Insurance:
 - i. Copy of Auto Policy Declarations Page; or
 - ii. Certificate of Insurance.

1.4. 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.

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 17/18-097.
- 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, or 1.3, above. Update fields, delete any error messages, ensure "or" is before last cross reference.

- 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.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

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

1.7. 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.

Notice of Determination

Appendix D

To:

Office of Planning and Research
U.S. Mail: Street Address:
 P.O. Box 3044 1400 Tenth St., Rm 113
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
 County of: Sonoma
 Address: 585 Fiscal Dr Rm 103f
Santa Rosa, CA 95403

From:

Public Agency: Sonoma Valley County Sanitation District
 Address: c/o Sonoma County Water Agency
404 Aviation Blvd., Santa Rosa, CA 95403
 Contact: Yvette O'Keefe
 Phone: (707) 524-1943

Lead Agency (if different from above): _____
 Address: _____
 Contact: _____
 Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): _____

Project Title: Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project, Reaches 4A, 4B, and 4C

Project Applicant: Sonoma Valley County Sanitation District

Project Location (include county): City of Sonoma, Sonoma County and Sonoma County Unincorporated Area

Project Description:

The proposed project is to repair and improve a portion of the existing sewer trunk main to reliably handle dry and wet weather inflows. The proposed project would include the following components: (1) abandon and/or remove and replace sections (approximately 8,500 linear feet) of the existing 21-inch diameter reinforced concrete underground sewer trunk main with 27-inch polyvinyl chloride pipe, including sections of connecting sewer lines, manholes and other appurtenances; (2) restore roadway surface; (3) relocate, reconstruct, or remove miscellaneous structures; and (4) relocate, install, or abandon other utilities.

This is to advise that the Sonoma Valley County Sanitation District has approved the above Lead Agency or Responsible Agency)

described project on January 8, 2019 and has made the following determinations regarding the above (date) described project.

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
5. A statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, Ca. 95403

Signature (Public Agency): _____ Title: General Manager

Date: _____ Date Received for filing at OPR: _____



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 and Board of Commissioners of the Community Development Commission

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

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

Staff Name and Phone Number:

Benjamin Wickham, 707-565-7542

Supervisorial District(s):

5th District

Title: Roseland Community Library and Boys & Girls Club Relocation Funding

Recommended Actions:

Board of Supervisors and Board of Commissioners:

1. Authorize the Sonoma County Community Development Commission (Commission) to disburse \$250,000 to the Sonoma County Library (Library) to offset the cost of, with input from community, relocating the Roseland Community Library Branch from the Roseland Village Community Center to an interim location at 711 Stony Point Road in Santa Rosa.
2. Authorize the Commission to disburse \$250,000 to the Boys & Girls Clubs of Central Sonoma County (Boys & Girls Club) to offset the cost of relocating the Roseland Village Teen Club from the Roseland Village Community Center to an interim location.

Executive Summary:

During June 2018 Budget Hearings, the Board approved \$500,000 in Reinvestment and Revitalization funds to support the relocation of the Library and Boys & Girls Club from the Roseland Community Center to appropriate interim locations. Commencement of infrastructure construction at the Roseland Development site will soon require demolition of the existing building that houses both the Library and the Boys & Girls Club. In view of the projected time needed to complete all phases of the Roseland Development Project, it is likely these interim locations will be needed for up to 5 years. Therefore, these funds are pivotal in keeping these important programs in the Roseland Community until new facilities have been constructed at Roseland Village.

The Library has located an interim site that meets the needs of the Roseland Branch and has prepared a detailed site plan and relocation budget. Once the Library has confirmed this relocation assistance funding is available, they will move forward to enter a lease agreement at the new site. Library staff have met with key community members to gather feedback regarding the proposed site and services desired by the neighborhood, including the Roseland Coalition; Marcos Suarez, Sonoma County Economic Development Board Program Manager; and resident leaders from the Roseland Community

Building Initiative. Staff will continue to engage with community stakeholders as this project moves forward, both planning for a new temporary location and for a future permanent site.

The Boys & Girls Club is in the process of seeking a suitable location for the Roseland Village Teen Club. In the meantime, the Commission requests approval to allocate these relocation assistance funds. Once the Boys & Girls Club submits an interim site plan and budget, the Commission will release the funds.

Discussion:

Sonoma County Library—Roseland Community Library:

The current site of the Roseland Community Library at 799 Sebastopol Road is set to be demolished sometime in spring of 2019 with a date still to be determined. The facility is currently shared by Sonoma County Library (SCL) with the Boys & Girls Club of Santa Rosa. Due to the scheduled demolition of the current space, SCL has been working to identify an alternate space as soon as possible to continue to offer library services to community members in the Roseland area.

Library staff have identified a potential relocation site for the Roseland Community Library, located at 711 Stony Point Road. At its November 5th meeting, the Sonoma County Library Commission requested staff to continue to explore the site located at 711 Stony Point Road as an alternate site for the Roseland Community Library. Library staff has provided the owner with a Letter of Intent to demonstrate the Library's interest in the facility.

711 STONY POINT ROAD – SITE BENEFITS

- 5,000 square feet
- Less than one mile from current Roseland Branch location
- Located in a bustling shopping center with several businesses open until 9pm
- Plentiful parking and ADA access
- Adequate space for programming and use of technology
- Collections would increase
- Community and staff support for this location
- Close to schools
- Accessible by transit
- Sufficient space to offer a separate space for community meetings and a separate teen area
- Estimated monthly rent of \$12,000

Library staff have developed a timeline and budget for this project. The attached timeline shows that they anticipate six months from the initiation of detailed planning to the opening of the new facility. One-time costs to support tenant improvements and furnishings are estimated at \$353,000. Ongoing costs for a schedule of 42 open hours per week are estimated at \$663,000 in the first year to \$809,000 in the fifth year. The Sonoma County Library Commission has identified provision of library service to Roseland as a high priority; and the provision of that service represents a significant investment for the Library. It is the responsibility of partner jurisdictions in the Library Joint Powers Authority (JPA) to

provide facilities for the Library to operate. In this case, the Library would provide initial support for the Roseland facility and will work with the city of Santa Rosa to share responsibility for the temporary and permanent facilities.

The Library is committed to providing service to the Roseland neighborhood and is very appreciative of the \$500,000 allocated in the 2018/19 Board of Supervisors budget to support the provision of service to this under-resourced neighborhood.

Boys & Girls Clubs of Central Sonoma County—Roseland Village Teen Club

The Boys & Girls Club is actively seeking a suitable location for the Roseland Village Teen Club. Once the Boys & Girls Club locates an interim site, they will submit an interim site plan and budget to the Commission for review. Upon approval, the Commission will release the relocation assistance funds.

Action Requested: The Commission requests that the Board of Commissioners authorize the Executive Director of the Commission to execute all necessary documents in order to disburse funds awarded by the Budget Hearing Action in the following amounts: (1) \$250,000 to Sonoma County Library for relocation of the Roseland Branch to an interim site; (2) \$250,000 to Boys and Girls Club of Sonoma County for relocation of the Roseland Village Teen Club to an interim site.

Prior Board Actions:

- June 2018 –Board adopted Fiscal Year 2018-2019 Budget
- January 2011 – Board approved \$6.92 million Public Improvements Agreement for Roseland Redevelopment Project
- July 2010 – Board Approved acquisition of Roseland Village property

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

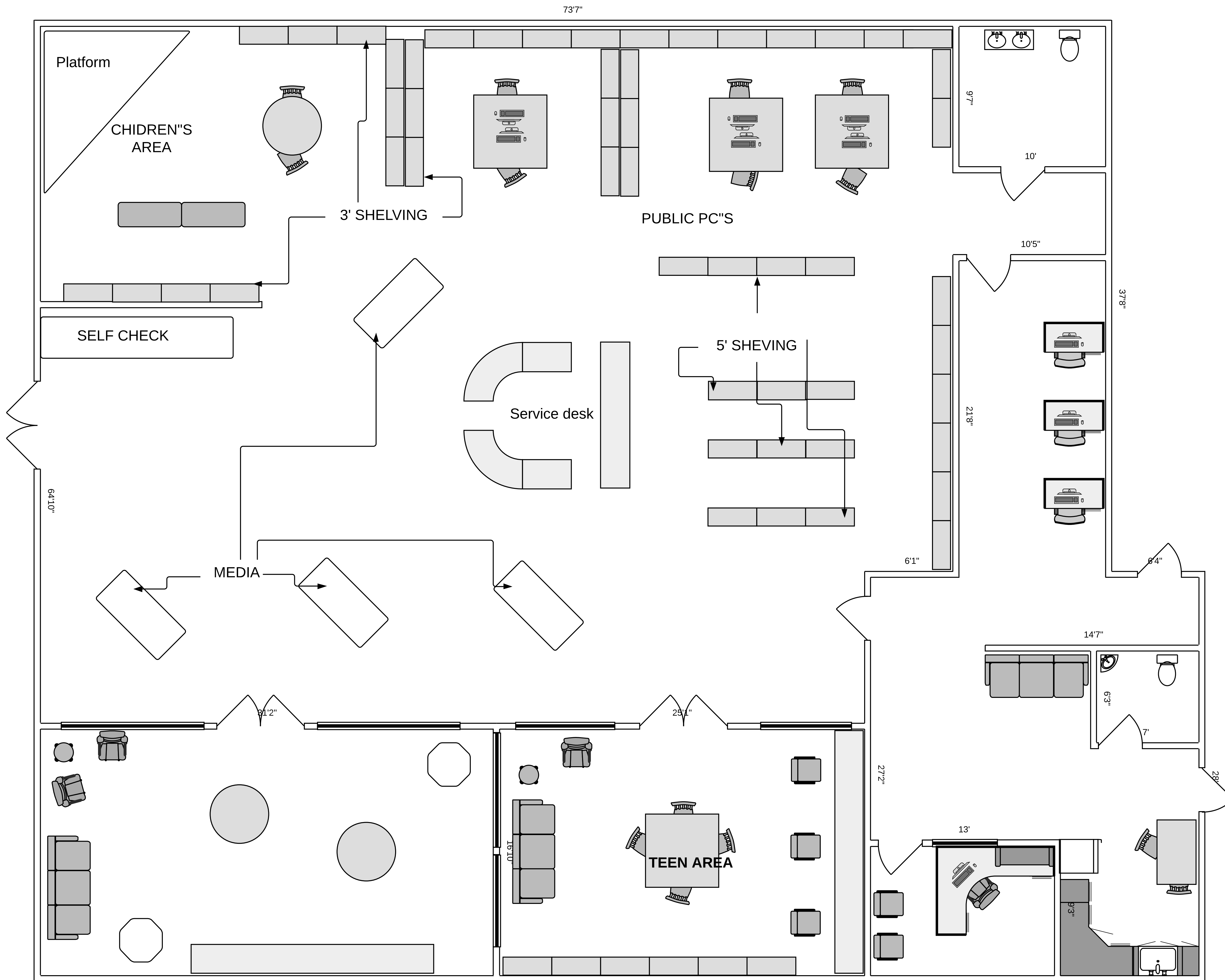
The project supports a safe and healthy community by providing educational opportunities, healthy activities and programming, and recreational opportunities to everyone in the community. Facilities and programming provide a safe location for youth to access a wide array of services and support.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$500,000		
Additional Appropriation Requested			
Total Expenditures	\$500,000	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$500,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$500,000	0	0
Narrative Explanation of Fiscal Impacts:			
<p>FY 18-19 Adopted: \$500,000 of Redevelopment Agency Dissolution funds to support relocation of the Sonoma County Library Roseland Branch and Boys & Girls Clubs of Central Sonoma County Roseland Village Teen Club were approved by the Board as a Budget Hearing Action in the FY 18-19 budget.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
1. Roseland Community Library relocation budget and interim site plan			
Related Items "On File" with the Clerk of the Board:			

Sonoma County Library
Roseland Branch
Budget Projections

	<u>Current</u>	<u>Future Year 1</u>
Wages and Benefits	\$ 240,385	\$ 416,736
Books/Materials	\$ 12,500	\$ 16,625
Programs/Events	\$ 9,500	\$ 12,635
Janitorial	\$ -	\$ 14,500
Maintenance Agreements	\$ -	\$ 2,500
Rent	\$ -	\$ 115,650
Security/Fire System	\$ -	\$ 1,750
Communications/Internet	\$ 2,500	\$ 2,500
Security Guard	\$ 2,500	\$ 50,000
Janitorial Supplies	\$ -	\$ 3,500
Supplies	\$ 3,300	\$ 3,500
Utilities	\$ <u>-</u>	\$ <u>23,000</u>
Total	\$ <u>270,685</u>	\$ <u>662,896</u>

<u>Future Year 2</u>	<u>Future Year 3</u>	<u>Future Year 4</u>	<u>Future Year 5</u>	<u>Future Total</u>
\$ 433,405	\$ 450,741	\$ 468,771	\$ 487,522	\$ 2,257,175
\$ 22,111	\$ 29,408	\$ 39,113	\$ 52,020	\$ 159,277
\$ 16,805	\$ 22,351	\$ 29,727	\$ 39,537	\$ 121,055
\$ 14,500	\$ 14,500	\$ 14,500	\$ 14,500	\$ 72,500
\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 12,500
\$ 118,541	\$ 121,505	\$ 124,543	\$ 127,657	\$ 607,896
\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,750	\$ 8,750
\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 12,500
\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 17,500
\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 17,500
<u>\$ 23,000</u>	<u>\$ 23,000</u>	<u>\$ 23,000</u>	<u>\$ 23,000</u>	<u>\$ 115,000</u>
<u><u>\$ 692,112</u></u>	<u><u>\$ 725,255</u></u>	<u><u>\$ 763,404</u></u>	<u><u>\$ 807,986</u></u>	<u><u>\$ 3,651,653</u></u>





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.)

The Board of Supervisors of Sonoma County

January 29, 2019

Majority

Agriculture/Weights and Measures

Sue Ostrom 565-3836

Authorize the Agricultural Commissioner to execute an agreement with California Department of Food and Agriculture for commercial cannabis cultivation compliance inspection services for the period of February 1, 2019 through June 30, 2020 for \$21,000.

The recommended action will allow the County Agricultural Commissioner or his authorized representative to execute the agreement with the California Department of Food and Agriculture and receive funding from the State for the work performed by the County Agricultural Commissioner on behalf of CalCannabis Cultivation Licensing from February 1, 2019 through June 30, 2020. CalCannabis Cultivation Licensing is a division of the California Department of Food and Agriculture which ensures public safety and environmental protection by licensing and regulating commercial cannabis cultivators in California. This agreement enables the County Agricultural Commissioner to promote equitable business practices, protect the public's health and safety, protect the environment, and protect the agriculture grown in Sonoma County from pests and disease.

The California Department of Food and Agriculture (CDFA) began issuing licenses for cannabis, cultivation, nurseries, and processing on January 1, 2018, and they are now entering into agreements with local County Agriculture Commissioner's Offices to perform defined cannabis cultivation licensing compliance inspections for CDFA, CalCannabis Cultivation Licensing Division. Inspections will ensure licensed cannabis cultivators are operating in accordance with the Medicinal and Adult Use of Cannabis Regulation and Safety Act, (Act) Section 26069.1 Division 10 of the Business and Professions Code.

The inspections performed will include determining compliance with the California Cannabis Track and Trace system, requirements that protect the environment (disposal of green waste, water source, etc.), requirements that protect human health (proper handling of any hazardous materials on site), the size

and type of cultivation authorized by the State license, and required record keeping. Training and equipment required to perform the inspections will be provided by CalCannabis Cultivation Licensing Division. Any violations found are reported to CalCannabis Cultivation Licensing Division for follow up and potential enforcement action. Due to this the staff required to perform the inspection must be of a level able to provide testimony in an administrative, criminal, civil or other proceeding, as needed.

These inspections will take place on sites whose operators have both state licenses and county cultivation permits. Agriculture/Weights & Measures staff will be inspecting these operators for both the state licenses and the county permit requirements. Many of the inspection elements required for the state license inspection and the county permit annual inspection mirror each other allowing for efficiency when conducting these inspections simultaneously.

The compliance inspections will take place within the local jurisdiction of the County Agricultural Commissioner, which will include the unincorporated County area as well as within the incorporated cities of Sonoma County where CalCannabis has issued licenses.

The Agriculture/Weights and Measures Department protects public health, safety, and the environment by enforcing regulations under the CDFA and Department of Pesticide Regulation authority. The Agricultural Commissioner is requesting delegated authority to execute this CDFA CalCannabis Cultivation Licensing Division agreement.

The Board of Supervisors has annually authorized the County Agricultural Commissioner to enter into State program agreements with the California Department of Food and Agriculture and accept the State reimbursement payments since September 14, 2010.

Goal 2: Economic and Environmental Stewardship

The State contract programs provide funding and allow the County Agricultural Commissioner to carry out its mission – To promote and protect agriculture, the health and safety of our community, environment, and the economy through education and enforcement of laws and regulations.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$6,175	\$14,825	
Additional Appropriation Requested			
Total Expenditures	\$6,175	\$14,825	
Funding Sources			
General Fund/WA GF			
State/Federal	\$6,175	\$14,825	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$6,175	\$14,825	
Narrative Explanation of Fiscal Impacts:			
<p>Fiscal Year 2018-19 funds are in the department’s recommended budget. This contract spans a multi-year period and the estimated revenue from the State anticipated during each of those periods are included in the Fiscal Summary. Please note that these are estimates only. Actual revenue amounts received in any given fiscal year may change due to seasonal impacts or other priorities. No additional appropriations are required.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A	N/A	N/A	N/A
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Attachment 1: CDFA Standard Agreement with Exhibits			
Related Items “On File” with the Clerk of the Board:			
N/A			



December 11, 2018

Tony Linegar
Count of Sonoma
133 Aviation Blvd., Suite 110
Santa Rosa, CA 95403

Program: CalCannabis
Agreement Number: 18-0297

In regard to the enclosed Standard Agreement, please complete the following item(s) and return to the **California Department of Food and Agriculture, Acquisitions Office, 1220 N Street, Room 115, Sacramento, CA 95814** within 15 business days of the date of this letter. Failure to comply may result in delayed payment. If you cannot return the documents within the 15 business days, please contact the analyst named below to inform her of when you will return the contract.

This Agreement cannot be considered binding on either party until fully executed and approved by the Department of General Services, when required. No services should be provided prior to approval, as the State is not obligated to make any payments on any services received prior to contract execution.

Standard Agreement (STD 213) with attached exhibits. Please have the person within your organization, who has full authority to commit to all of the contents of this agreement, review and sign the two signature pages of the Standard Agreement package. **Return ALL originals** to this office. Once the contract is finalized (see above paragraph), the agreement is considered fully executed and an original will be mailed to you.

Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.

Contractor Certification Clauses (CCC 04/2017). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in this office and must be renewed with every contract and as changes occur. Please sign and return the current CCC. Failure to do so will prohibit the State of California from doing business with your company.

A copy of the resolution, order or motion authorizing execution of this Agreement must be included.

A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California and which also includes the **State of California, its officers, agents, employees, and servants as additional insureds, but only with respect to work performed under the contract. Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.**

Other:

If you have any questions regarding this Agreement, please contact the analyst identified below.

Sincerely,

Donna Weber for

Donna Weber, (916) 403-6521
Acquisitions Office
Administrative Services



STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18-0297

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR NAME

COUNTY OF SONOMA

2. The term of this Agreement is:

START DATE

FEBRUARY 1, 2019

THROUGH END DATE

JUNE 30, 2020

3. The maximum amount of this Agreement is:

\$21,000.00 - TWENTY-ONE THOUSAND DOLLARS AND NO CENTS

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions - GTC 4/2017	0
Exhibit D	Special Terms and Conditions	1
Exhibit E	Additional Provisions	4

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF SONOMA

CONTRACTOR BUSINESS ADDRESS

133 AVIATION BOULEVARD, SUITE 110

CITY

SANTA ROSA

STATE

CA

ZIP

95403

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTING AGENCY ADDRESS

1220 N STREET, ROOM 115

CITY

SACRAMENTO

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

JENNIFER CROW

TITLE

ACQUISITIONS MANAGER

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18-0297

PURCHASING AUTHORITY NUMBER (if applicable)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

DGS LTR 28.8

EXHIBIT A
SCOPE OF WORK

1. Contractor shall perform commercial cannabis cultivation compliance inspection services at licensed cultivation sites for the California Department of Food and Agriculture, CalCannabis Cultivation Licensing Division.
2. The services shall be performed in Sonoma County.
3. The services shall be provided between 8:00 a.m. – 5:00 p.m., Monday through Friday, excluding State holidays.
4. The project representatives during the term of this agreement will be:

State Agency	Contractor:
Name: Margaret Cornell	Name: Tony Linegar
Section/Unit: CalCannabis Licensing, Compliance & Enforcement	Section/Unit: Agricultural Commissioner's Office
Address: 1220 N Street Sacramento, CA 95814	Address: 133 Aviation Boulevard, Suite 110 Santa Rosa, CA 95403
Phone: 916.263.0801	Phone: 707.565.2371
Email: margaret.cornell@cdfa.ca.gov	Email: tony.linegar@sonoma-county.org

5. Detailed description of work to be performed and duties of all parties.

The County Agricultural Commissioner's Office (CAC) shall perform defined cannabis cultivation licensing compliance inspections for the California Department of Food and Agriculture (CDFA), CalCannabis Licensing Division (Division). Inspections shall be in accordance with the Medicinal and Adult Use of Cannabis Regulation and Safety Act (Act), Section 26069.1, Division 10 of the Business and Professions Code; and the Agreement for Attaining Mutual Objections between CDFA and the California Agricultural Commissioners and Sealers Association (dated July 31, 2012).

Inspections shall include the following commercial cultivation license types:

Specialty Cottage Outdoor	Small Outdoor
Specialty Cottage Indoor	Small Indoor
Specialty Cottage Mixed-Light Tier 1	Small Mixed-Light Tier 1
Specialty Cottage Mixed-Light Tier 2	Small Mixed-Light Tier 2
Specialty Indoor	Medium Indoor
Specialty Outdoor	Medium Outdoor
Specialty Mixed-Light Tier 1	Medium Mixed-Light Tier 1
Specialty Mixed-Light Tier 2	Medium Mixed-Light Tier 2
Processor	Nursery

County Responsibilities

- A. The CAC shall perform compliance inspections of state-licensed commercial cannabis cultivators, nurseries, and processors in compliance with the Act and CDFA regulations as outlined in this agreement using the protocols and forms provided by the Division.

- B. The CAC is responsible for scheduling inspections, ensuring that all contracted inspections are completed, and all required documentation is submitted, either in hard copy and/or electronically, to the Division.
- C. The CAC agrees to accept an inspection assignment from the Division which may, at times, be with short notice.
- D. The CAC inspector classification must be at a level with ability to provide testimony in an administrative, criminal, civil, or other proceeding, as needed.
- E. The CAC shall provide a list of cultivation license holder addresses by the 15th of the month for the following month's inspections.
- F. The CAC will track, record, and report on a quarterly basis, basic per site cost data, including but not limited to, the hourly rate of staff conducting inspections; number of staff in attendance for each inspection; time duration of the inspection; time duration of report write-up/documentation; number of licenses inspected if more than one per Assessor's Parcel Number; and the distance to and from cultivation site.

License Inspection Requirements

Inspections are site-based and not based on the number of licenses associated with any specific premises. Activities for a property and/or premises may include more than one license but are considered one (1) inspection and require only one set of documents to be submitted. An inspection shall include all of the following:

- A. Appropriately completed, state-provided CalCannabis Cultivator Inspection Form(s).
- B. If applicable (first time site inspection) provide the CalCannabis Document Packet to the cultivator electronically and obtain the cultivator's signature on Declaration Form.
- C. Issue a Notice of Non-Compliance form, when appropriate.
- D. Submit the CalCannabis Inspection Form, and if applicable the Declaration Form, and the Notice of Non-Compliance Form, to the Division within five (5) business days of completing the inspection.

CDFA Responsibilities

- A. The Division shall provide to the CAC designated staff, field inspection training and required inspection forms and documentation, and equipment as determined by the Division.
- B. The Division shall assign a Special Investigator as a point of contact and resource to the CAC for program support and to provide a local presence when requested for meetings or relevant enforcement events.
- C. The Division-assigned Special Investigator will provide a list of active license holders to the CAC by the 5th of the month.
- D. The Division shall reimburse the CAC not more often than monthly, and in arrears.

Additional Terms and Conditions

- A. CAC shall meet with the Division to discuss areas of mutual concern including, but not limited to training, joint inspections, and lessons learned.
- B. CAC shall immediately notify the Division if they are denied access to a state-licensed cultivation site, encounter recalcitrant licensees, and/or have non-compliance or criminal concerns.
- C. CAC shall provide and maintain CAC inspection vehicles.
- D. CAC shall ensure that designated supervisors and inspections personnel attend training provided by Division Special Investigators.
- E. CAC shall attend required Division trainings on the California CalCannabis Track-and-Trace system.
- F. CAC shall allow Division Special Investigators to accompany designated CAC inspectors and/or supervisors in the field upon request.

- G. CAC shall report all serious Violations (as defined in Section 8601(e) Table A of the Emergency Regulations (Readopt) or Permanent Regulations) to CalCannabis within 24-hours of detection.
- H. CAC shall provide the Division with applicable information regarding violations, if any, issued to state licensed cultivation licensee associated with pesticide use/application, or weighing and measuring device non-compliance, if any.
- I. Forms may be changed or modified based upon prior mutual agreement from both parties or as required by law.
- J. Nothing in this agreement prevents or precludes the Division's Compliance and Enforcement staff from performing regulatory inspections or investigations of state licensed cannabis cultivators within the County.

Invoicing

The CAC shall submit itemized invoices on county letterhead using the template provided. Invoices shall be submitted monthly, no later than thirty (30) calendar days after the end of the reporting period covered by the invoice.

All invoiced expenses must fall within the parameters of the Scope of Work and Budget Worksheet and must be directly related to administering and conducting Division program-related activities.

Invoices shall be sent via email to margaret.cornell@cdfa.ca.gov. Questions about invoicing/reimbursement shall be directed to Margaret Cornell via email or by calling (916) 263-0801.

The Division shall reimburse the CAC a flat fee for inspections as follows:

AMOUNT PER INSPECTION Licenses on Premises AND Belonging to the Same Business	
1-10	\$400
11-30	\$500
31-60	\$600
61+	\$700

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established by the California Department of Human Resources. <http://www.calhr.ca.gov/employees/pages/travel-meals.aspx>.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

BUDGET DETAIL

County: Sonoma

Contract Manager: Tony Linegar

AMOUNT PER INSPECTION Licenses on Premises AND Belonging to the Same Business	
1-10	\$400
11-30	\$500
31-60	\$600
61+	\$700

Total Contract Amount: \$21,000.00

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor- Consultant Contracts Only**

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contractor Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

4. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Right to Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

UNFAIR PRACTICES ACT

Contractor hereby certifies that he/she will comply with the requirements of Section 17200 of the Business and Professions Code.

CONFLICT OF INTEREST

Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

LICENSE AND PERMIT REQUIREMENTS

The Contractor shall be an individual or firm properly licensed to do business in California in accordance with the laws of the State of California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CDFA a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

Licensed contractors must observe professional standards for quality work or the California Contractors State License Board will invoke disciplinary action.

Should the State of California determine that the work or materials provided vary materially from the specifications, or that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the agreement plans and specifications, all at no further or additional cost to the State of California.

DISPUTES

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten business days) by the Contractor and CDFA Program Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Secretary of the CDFA or the designated representative and the Contractor for joint resolution.

INSURANCE REQUIREMENTS

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New Certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary clause – Any required insurance contained in this contract shall be primary and not excess or contributory to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an “A-“with a financial category rating of no lower than VI. If the contractor is self-insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor’s obligation under the contract.
- h. Use of Subcontractors – In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insured under Contractor’s insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages and limits required of the Contractor.

2. Contract Insurance Requirements

Prime Contractor Insurance Requirements

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

Commercial General Liability Insurance

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s liability.

The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under this contract.**

Automobile Liability Insurance

Contractor shall maintain automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

Workers Compensation Insurance

The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

Sub-Contractor Insurance Requirements

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

Commercial General Liability Insurance

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under this contract**

Automobile Liability Insurance

Contractor shall maintain automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

Workers Compensation Insurance

The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

SUBCONTRACTORS

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.

The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the CDFA prior to the subcontractor performing any work and the CDFA approves such substitution.

POTENTIAL SUBCONTRACTORS

Nothing contained in this agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to the subcontractor.

REPORTS

If this agreement is for the production of a report, pursuant to Government Code, Section 7550, Contractor will include the dollar amount and agreement number of all contracts relating to preparation of this report.

CONFIDENTIALITY AND PUBLIC RECORDS

Contractor and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with Government Code, Section 6250, or Public Contract Code. The CDFA agrees not to disclose such information or data furnished by contractor and to maintain such information or data as confidential when so designated by contractor in writing at the time it is furnished to the CDFA, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the Public Contract Code.

FORCE MAJEURE

Except for defaults of any subcontractors, neither party shall be responsible for any delay in or failure of performance from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

AMERICAN DISABILITIES ACT

By signing this contract, the contractor assures the State that it complies with the American Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

NATIONAL LABOR RELATIONS CERTIFICATION

By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a Federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.



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 Supervisors

Board Agenda Date: January 29, 2019

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 2018-2019 First District Community Investment Fund Grant Awards

Recommended Actions:

Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and economic development efforts for FY 2018-2019: Sonoma Valley Historical Society DBA Sonoma Valley Historical Society inc., \$500.

Executive Summary:

Community Non-Profit Grants for Local Events, Organizations, and Economic Development Grants of the Community Investment Fund Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The First District has reviewed applications and wishes to recommend the following FY 2018-2019 grant awards:

- 1.) Sonoma Valley Historical Society DBA Sonoma Valley Historical Society inc. for advertising expenses related to the Train Show at Depot Park Museum held throughout December 2018, \$500.

Discussion:

The Sonoma County Community Investment Fund grant 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.

The Community Investment Fund Policy is divided into different categories. The Board established the Local Events, Organizations, and Economic Development 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.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Community Investment Fund grant agreement (contract) by the entity. The contracts will be executed by the County Administrator, or designee. The contracts will require the County seal 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.

Activities performed utilizing Community Investment Program grants provided to non-profits will be consistent with Government Code Section 26227.

Prior Board Actions:

9/18/18: Awarded \$20,500 in FY 2018-2019 Local Events, Organizations, and Economic Development grants for District 1

10/16/18: Awarded \$5,000 in FY 2018-2019 Local Events, Organizations, and Economic Development grants for District 1

12/11/18: Awarded \$1,500 in FY 2018-2019 Local Events, Organizations, and Economic Development grants for District 1

Strategic Plan Alignment 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.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	500		
Additional Appropriation Requested			
Total Expenditures	500		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	500		
Use of Fund Balance			
Contingencies			
Total Sources	500		
Narrative Explanation of Fiscal Impacts:			
Funds are included in the FY 2018-2019 budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
Community Investment Fund Policy			



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, County of Sonoma

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Department of Emergency Management

Staff Name and Phone Number:

Chris Godley / 565-1152

Supervisorial District(s):

All Districts

Title: Memorandum of Understanding with the City and County of San Francisco for the distribution of Urban Area Security Initiative Fiscal Year 2018 grant funds

Recommended Actions:

1. Authorize the Director of Emergency Management to execute the Urban Areas Security Initiative Memorandum of Understanding with the City and County of San Francisco for the receipt of Urban Areas Security Initiative regional grant funds in the amount of \$80,000 for continued funding of the North Bay Hub Risk/Capability Planner and Program Manager position, and \$28,000 to fund P25 dual band radios for the Sheriff's multi-band communication system.
2. Authorize the Director of Emergency Management to execute any future subsequent modifications to this Memorandum of Understanding with the City and County of San Francisco to accept Urban Area Security Initiative grant funds in an amount not-to-exceed \$60,000.

Executive Summary:

The Memorandum of Understanding ("Memorandum") between the Sonoma County Department of Emergency Management and the City and County of San Francisco will allow funding for the North Bay Planning Hub Project awarded to Sonoma County in May 2018. The Bay Area Urban Area Security Initiative ("Initiative") has allocated \$80,000 for continued funding of the North Bay Hub Risk/Capability Planner and Program Manager position for FY18, allocated in the Department of Emergency Management. Additionally, \$28,000 has been allocated to fund P25 dual band radios for the Sheriff's multi-band communication system; total FY18 grant funding of \$108,000.

Discussion:

The United States Department of Homeland Security administers a Homeland Security Grant Program, which includes the Urban Areas Security Initiative Program ("Program"). The Program addresses the unique planning, equipment, training, and exercise needs of high-threat, high-density Urban Areas and assists those areas in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from threats, acts of terrorism, and natural disasters such as earthquakes and wildfires. The City and County of San Francisco acts as the fiduciary agent for federal funds distributed for approved projects. Sonoma County is a sub-grantee for project reimbursement-based funds outlined in the parameters and deliverables of the Memorandum.

The Initiative has allocated \$80,000 to Sonoma County to fund the North Bay Hub Risk/Capability Planner and Program Manager position for FY18. The position is responsible for coordinating and managing the proposal process, ongoing project management, participating in critical infrastructure/key resource identification risk programs, and participating in regional anti-terrorism, disaster planning, and recovery working groups. An additional \$28,000 is included to fund P25 dual-band radios for the Sheriff's multi-band communication system.

The Board has approved all prior initiative funding beginning in FY06. Since the inception of the Memorandum, Sonoma County has received \$3,141,085 in grant funds and property transfers from the Program. Additionally, the County has benefited from studies addressing resiliency, public information and warning, continuity of government operations, sheltering, etc., while participating in Initiative-funded training and exercises related to terrorism, emergency management, and recovery. The Initiative-funded training program, administered by Alameda County, has provided extensive training opportunities for first responders of all-disciplines such as public health, law enforcement, fire, search and rescue, and emergency management, at little-to-no cost to Sonoma County.

The Program Manager position, per Memorandums between the City and County of San Francisco and the Counties of Marin, Napa, and Solano Counties, has been the primary position responsible for all Initiative-related programs and projects for the North Bay. Responsibilities have included participation in a robust number of administrative and training events throughout the Bay Area. As a member of the Bay Area Approval Authority, this position allows for influencing of regional priorities that relate to both anti-terrorism and disaster recovery.

Additional Program funding often becomes available late in the cycle to fund additional projects. In order to take advantage of these funding opportunities, which often require immediate action to accept/spend the funds on available projects, this item is also requesting authorization for the Director of Emergency Management to execute any future, subsequent modifications to the Memorandum to accept Initiative grant funds in an amount not-to-exceed \$60,000. The grant has historically included a 20 percent buffer of the total Regional grant for these unanticipated needs. Past purchases under this authority have included cots and blankets used for shelters during the October 2017 Fires. Anticipated potential projects that may be eligible for additional grant funds are: staff participation at national training events, purchasing multi-band radios, and the purchase of emergency pediatric supplies. This potential future funding amount not-to-exceed \$60,000 would be in addition to the current awarded grant funds in the amount of \$108,000.

As per the Memorandum, any unspent funding will be forfeited back to the Initiative.

Prior Board Actions:

- 12/12/2017: Approved the FY17 MOU with the City and County of San Francisco; the Board has approved the annual UASI MOU since FY06.
- 10/24/2017: Resolution authorizing the County Administrative Officer, Fire Chief/Department Director of Fire and Emergency Services, and the Emergency Manager to execute for, and on behalf of, the County of Sonoma any actions necessary for the purpose of obtaining state and federal financial assistance provided by and/or sub-granted through the State of California and/or the federal Department of Homeland Security.

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

This item facilitates community members' safety in their homes and communities. It allows for investment risk awareness resources for the Operational Area Critical Infrastructure and Key Resources for both public

and private sectors. Receiving grant funds also provides the opportunity to purchase and provide specialized equipment and training to enhance planning and response capabilities for our Emergency Managers and first responders. The County’s participation in the Initiative, coupled with its Program and Planning Management efforts increase the likelihood of receiving future grant funds for facilitating investments.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$108,000		
Additional Appropriation Requested			
Total Expenditures	\$108,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$108,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$108,000		

Narrative Explanation of Fiscal Impacts:

The respective Fire and Emergency Services and Sheriff’s Office 2018-2019 fiscal year adopted budgets and subsequent budget adjustments adopted by the Board included funding and offsetting revenue allocation for the 2018 Initiative project expenditures and revenue allocations.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Department Program Manager	\$6,122 - \$7,442		0.5 FTE

Narrative Explanation of Staffing Impacts (If Required):

The Initiative FY18 Budget allocation reduced the available funding for the North Bay Hub, which in turn had an impact on the Sonoma County allocation. To meet these fiscal constraints, a decision was made to reduce what had previously been 1.0 FTE to a 0.5 FTE.

Attachments:

MOU with the City and County of San Francisco (A1)

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

None.

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF SONOMA
FOR THE DISTRIBUTION OF FY 2018 UASI GRANT FUNDS**

THIS AGREEMENT is made this **NOVEMBER 1, 2018** in the City and County of San Francisco, State of California, by and between the **COUNTY OF SONOMA** ("SONOMA") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

WHEREAS, The United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("UASI Region") for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services ("Cal OES") to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to SONOMA on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SONOMA (DUNS#: 080126444) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant Subaward No. 2018-0054, Cal OES ID No. 0759-95017, CFDA No. 97.067, per Cal OES award notice dated October 1, 2018.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A and the WebGrants system. If SONOMA requests any modification to the Grant Plan, SONOMA shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SONOMA acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SONOMA acknowledges and agrees that the City shall have no obligation to disburse grant funds to SONOMA until City and SONOMA have fully and finally executed this Agreement. SONOMA acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request SONOMA to perform services or to provide materials, equipment and supplies that would result in SONOMA performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay SONOMA for services, materials, equipment or supplies that are provided by SONOMA that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to SONOMA additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 Duration of Term. The term of this Agreement shall commence on **NOVEMBER 1, 2018** and shall end at 11:59 p.m. San Francisco time on **FEBRUARY 28, 2020**.

3.2 Maximum Amount of Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000)**. The City will not automatically transfer Grant Funds to SONOMA upon execution of this Agreement. SONOMA must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SONOMA.

3.3 Use of Funds.

(a) **General Requirements.** SONOMA shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SONOMA shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SONOMA shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SONOMA may submit a written request to modify the Grant Plan. SONOMA shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, SONOMA shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SONOMA shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SONOMA must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SONOMA shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SONOMA shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SONOMA to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SONOMA shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SONOMA shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SONOMA comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SONOMA shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SONOMA shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SONOMA shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SONOMA shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SONOMA comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations.*
- (c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SONOMA shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SONOMA is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SONOMA is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SONOMA shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If SONOMA is using Grant Funds to purchase interoperable communication equipment, SONOMA shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SONOMA is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SONOMA shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SONOMA shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 **Subgrantee and Contractor Requirements.**

(a) SONOMA shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SONOMA is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SONOMA shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SONOMA shall maintain documentary proof of this verification in its files. SONOMA shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SONOMA shall also establish procedures to provide for effective use and/or

dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SONOMA shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SONOMA complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SONOMA shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SONOMA complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SONOMA's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SONOMA is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SONOMA. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SONOMA, the City shall place a hold on all Reimbursement Requests from SONOMA until the findings are resolved.

3.10 **Disbursement Procedures.** San Francisco shall disburse Grant Funds to SONOMA as follows:

(a) SONOMA shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SONOMA regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SONOMA any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SONOMA submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If SONOMA is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SONOMA has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SONOMA agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SONOMA shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SONOMA hereunder or under any other Agreement with SONOMA. Any such offset with respect to a portion of the disallowed amount shall not release SONOMA from SONOMA's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SONOMA acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SONOMA acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SONOMA shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SONOMA shall notify the UASI Management Team of any project that may require an EHP review. SONOMA agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SONOMA shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SONOMA may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SONOMA shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SONOMA shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SONOMA is using Grant Funds for a communication tower project, SONOMA

shall complete its Federal Communication Commission (“FCC”) EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SONOMA initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SONOMA to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA’s and/or Cal OES’s EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SONOMA shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SONOMA understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SONOMA purchases or acquires using Grant Funds. SONOMA shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SONOMA shall ensure that all publications created or developed under this Agreement prominently contain the following statement: “This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security.”

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SONOMA shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SONOMA shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SONOMA to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SONOMA shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SONOMA shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under

this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SONOMA shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SONOMA shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SONOMA under Section 4.3, and allow access and the right to examine those items. SONOMA shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SONOMA has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SONOMA shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SONOMA shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SONOMA shall submit its audit report to the UASI Management Team no later than six months after the end of SONOMA's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SONOMA represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SONOMA to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SONOMA certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SONOMA is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SONOMA complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SONOMA complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SONOMA is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SONOMA acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SONOMA must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SONOMA certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SONOMA shall provide documentation of its NIMS compliance to the UASI Management Team. SONOMA acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SONOMA shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SONOMA's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement SONOMA; (b) a material breach of any representation or warranty of SONOMA contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SONOMA or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SONOMA or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SONOMA, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SONOMA by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SONOMA is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SONOMA or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss.** SONOMA acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SONOMA by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SONOMA prompt notice of any Loss under Section 6.1 and SONOMA shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SONOMA if representation of such Indemnified Party by the counsel retained by SONOMA would be inappropriate due to conflicts of interest between such Indemnified Party and SONOMA. An Indemnified Party's failure to notify SONOMA promptly of any Loss shall not relieve SONOMA of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SONOMA's ability to defend such Loss. SONOMA shall seek the Indemnified Party's

prior written consent to settle or compromise any Loss if SONOMA contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SONOMA's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SONOMA fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SONOMA as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SONOMA fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SONOMA (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SONOMA or of any substantial part of SONOMA's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SONOMA, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SONOMA or with respect to any substantial part of SONOMA's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SONOMA.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SONOMA and, on the date specified in such notice, this Agreement shall terminate and all rights of SONOMA hereunder shall be extinguished. In the event of such termination, City will pay SONOMA for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SONOMA has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SONOMA after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SONOMA in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SONOMA written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SONOMA shall commence and perform, with diligence, all actions necessary on the part of SONOMA to effect the termination of this Agreement on the date specified by City and to minimize the liability of SONOMA and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SONOMA shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SONOMA if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SONOMA or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SONOMA.** SONOMA shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SONOMA hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SONOMA involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SONOMA or a sale or transfer of substantially all of the assets of SONOMA shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SONOMA Retains Responsibility.** SONOMA shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via e-mail:

If to San Francisco:

San Francisco Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
Attn: Mary Ellen Carroll, Executive Director
Maryellen.carroll@sfgov.org

If to the UASI Management Team:

UASI Management Team
711 Van Ness Avenue, Suite #420
San Francisco, CA 94102
Attn: Craig Dziedzic, General Manager
craig.dziedzic@sfgov.org

If to SONOMA:

Sonoma County Fire and Emergency Services Department
 2300 County Center Drive, Suite 220 – Building B
 Santa Rosa, CA 95403
 Attn: Jim Colangelo, Interim Director, Sonoma County Fire & Emergency Services
jim.colangelo@sonoma-county.org

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **SONOMA to Pay All Taxes.** SONOMA shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, SONOMA shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SONOMA.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SONOMA and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SONOMA agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of “Federal awards” includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SONOMA must provide the following information on SONOMA letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000:
 - a) Name of entity receiving award;
 - b) Amount of award;
 - c) Funding agency;
 - d) The Catalog of Federal Domestic Assistance program number;

- e) Award title (descriptive of the purpose of the funding action);
 - f) Location of the entity and primary location of performance including city, state, and Congressional district;
 - g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
 - h) Total compensation and names of top five executives (same thresholds as for prime recipients).
2. The Total compensation and names of the top five executives if:
- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SONOMA agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SONOMA agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SONOMA's liability pursuant to Article 6 of this Agreement, SONOMA shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SONOMA hereby agrees to waive subrogation which any insurer of SONOMA may acquire from SONOMA by virtue of the payment of any loss. SONOMA agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SONOMA, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SONOMA shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SONOMA shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SONOMA hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SONOMA shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SONOMA as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SONOMA from self-insuring all or part of the insurance requirement in this Article. However, SONOMA shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SONOMA agrees not to discriminate against any employee, San Francisco employee working with SONOMA or any subgrantee of SONOMA, applicant for employment with SONOMA or subgrantee of SONOMA, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SONOMA acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SONOMA agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SONOMA acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SONOMA shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12G, SONOMA may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. SONOMA agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit SONOMA from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider SONOMA's use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

COUNTY OF SONOMA:

SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:

By:

MARY ELLEN CARROLL
EXECUTIVE DIRECTOR

JIM COLANGELO, INTERIM DIRECTOR
SONOMA COUNTY FIRE & EMERGENCY
SERVICES

Federal Tax ID #: 94-60000539

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Leila Mongan
Deputy City Attorney

Appendix A — Authorized Expenditures and Timelines

ENTITY: **SONOMA**

Total allocation to be spent on the following solution areas:

<u>IJ Number and Title</u>	<u>Program Description</u>	<u>Due Dates</u>	<u>Solution Areas</u>	<u>Amount</u>
<i>Project Title: North Bay Hub Risk/Capability Planner</i>				
IJ-9: Enhance Multi-Jurisdictional All Hazards Incident Planning, Response, & Recovery Capabilities	Funding a Planner position to continue strengthening terrorism preparedness plans.	Project Completion date: 12/31/2019 Final deadline for Claim Submittal: 1/31/2020	<u>Planning:</u>	PROJECT NOT TO EXCEED \$80,000
<i>Project Title: P25 Radios</i>				
IJ-4: Strengthen Communications Capabilities	Funds for P25 dual band radios.	Project Completion date: 12/31/2019 Final deadline for Claim Submittal: 1/31/2020	<u>Equipment:</u> AEL# 06CP-01-MOBL	PROJECT NOT TO EXCEED \$28,000

		TOTAL ALLOCATION		TOTAL NOT TO EXCEED: <u>\$108,000</u>
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PLANNING

Reimbursement for Planning Requires:

- **Personnel** – Prior to any expenditure for personnel, SONOMA must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SONOMA must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SONOMA must satisfy the following guidelines:
 - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SONOMA must transmit a sole source request to the UASI for submission to the State.
 - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
 - All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in August 2017) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SONOMA must transmit the request to the UASI for request to the State.
- Prior to reimbursement, SONOMA must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.

- SONOMA must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

-
- **All requests for reimbursements must be submitted by January 31, 2020, unless an earlier deadline is set in this Appendix. SONOMA should submit reimbursement requests on a quarterly basis, as applicable.**
 - **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
 - *FY 2018 Homeland Security Grant Program Notice of Funding Opportunity:* https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf
 - *California Supplement to the Federal Funding Opportunity Announcement, dated September 2018, available at <http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202018%20HSGP%20State%20Guidance.pdf> as “FY 2018 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity.”*
 - *Authorized Equipment List:* <http://www.fema.gov/authorized-equipment-list>
 - *Cal OES Rules and Regulations, including the Recipient Handbook:* <http://www.caloes.ca.gov/GrantsManagementSite/Documents/2018%20Subrecipient%20Handbook.pdf>
 - **Any equipment purchased under this Agreement must match the UASI 2018 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.**
 - **No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.**
 - **Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.**
 - **All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.**

Appendix B-- Grant Assurances

Name of Authorized Agent: Jim Colangelo, Interim Director, Sonoma County Fire & Emergency Services

Address: 2300 County Center Drive, B220

City: Santa Rosa State: California Zip Code: 95403

Telephone Number: (707) 565-1157

Fax Number: (707) 565-1172

E-Mail Address: jim.colangelo@sonoma-county.org

Name of Jurisdiction: COUNTY OF SONOMA

As the duly authorized representative of SONOMA, I hereby certify that SONOMA has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that SONOMA is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. SONOMA hereby agrees to comply with the following:

1. Proof of Authority

SONOMA will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that SONOMA and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of SONOMA and the city council, governing board, or authorized

- body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
 - (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

SONOMA will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, SONOMA certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SONOMA will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, SONOMA agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2

C.F.R. Part 180, Debarment and Suspension, SONOMA will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. SONOMA certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where SONOMA is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

SONOMA will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily

- housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), SONOMA will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), SONOMA certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

SONOMA will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United

- States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources; Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
 - (e) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - (f) Executive Order 11514 which sets forth national environmental standards;
 - (g) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
 - (h) The Safe Drinking Water Act of 1974, (P.L. 93-523);
 - (i) The Endangered Species Act of 1973, (P.L. 93-205);
 - (j) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
 - (k) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
 - (l) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SONOMA shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, SONOMA will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, SONOMA will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. SONOMA will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

SONOMA will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management**False Claims for Payment**

SONOMA will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

SONOMA agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

SONOMA also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

SONOMA will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

SONOMA will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

SONOMA must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, SONOMA will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, SONOMA will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

SONOMA acknowledges that all information submitted in the course of applying for funding

under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that

provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. SONOMA recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on SONOMA, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by SONOMA and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8 .1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized by SONOMA to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_____, 2019

UASI Management Team
711 Van Ness Avenue, Suite 420
San Francisco, CA 94102

Re: FY 18 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of SONOMA for the Distribution of FY 2018 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2018, between the County of SONOMA ("SONOMA") and the City and County of San Francisco, SONOMA hereby requests reimbursement as follows:

Total Amount of Reimbursement Requested in this Request: \$ _____

Maximum Amount of Funds Specified in Section 3.2 of the Agreement: \$ _____

Total of All Funds Disbursed Prior to this Request: \$ _____

SONOMA certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SONOMA for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SONOMA is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SONOMA certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SONOMA is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SONOMA to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- (d) No Event of Default has occurred and is continuing.
- (e) The undersigned is an officer of SONOMA authorized to execute this Reimbursement Request on behalf of SONOMA.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

Organization:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

Equipment:

- Invoice
- Cleared Check Payment
- Purchase Order
- Packing Slip
- EHP Approval
- EOC Approval
- Watercraft or Aviation
- Sole Source
- Performance Bond
- Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

- Invoice
- Cleared Check Payment
- Training Feedback Number
- EHP Approval
- Certificates/Proof of Participation
- Sign In Sheet
- Agenda

Exercise:

- Invoice
- Cleared Check Payment
- After Action Report
- EHP Approval
- Overtime Authorization

For inquiries/questions, please contact:

_____ Phone #: _____ Email: _____
 Print Name



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors, County of Sonoma

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Department of Emergency Management

Staff Name and Phone Number:

Chris Godley / 565-1152

Supervisorial District(s):

All Districts

Title: Department of Homeland Security Authorized Agent Signature Authority

Recommended Actions:

Adopt a Resolution authorizing the County Administrator and the Director of Emergency Management to execute for, and on behalf of, the County of Sonoma any actions necessary for the purpose of obtaining state and federal financial assistance provided by and/or sub-granted through the State of California and/or the federal Department of Homeland Security.

Executive Summary:

Each year the County has an opportunity to apply for, obtain, and receive specific state and federal funds related to homeland security, emergency management, hazard mitigation, preparedness and disaster response programs. The California Governor's Office of Emergency Services (CalOES) requires all counties to adopt a Governing Body Resolution (Resolution) authorizing individuals with specific titles to perform administrative functions and have it on file in order to receive funds associated with the State of California and/or Department of Homeland Security grants. The submitted Resolution is a California State formatted document which is required in order to receive these funds.

Discussion:

As per the Office of Emergency Services Fiscal Year 2018 State Homeland Security Grant Program, California Supplement to the Federal Notice of Funding Opportunity released July 2018, all applicants are required to submit a resolution with their Fiscal Year 2018 Homeland Security Grant Program application. The State requires that these resolutions be passed annually, and the Board has passed similar resolutions every year, starting in 2010.

Per state guidance, this document requires position specific titles to act on behalf of the governing body and the applicant by executing any actions necessary for each application and sub-award. The necessary actions normally associated with these grants include: applying for, obtaining, modifying, and claiming reimbursements; and, amending and closing out documents for certain federal and state funds.

Concurrent with prior resolutions, the County Administrator and Director of Emergency Management will be listed as authorized agents.

Beyond providing an Authorized Agent for the Homeland Security Grant Program, it is the intention of this item to authorize the position specific titles to apply for, obtain, modify, and request reimbursement, amend and close out documents for other State of California and Department of Homeland Security grant funds in this and other fiscal years, including the: Emergency Management Performance Grant (Performance Grant); Urban Area Securities Initiative; Hazard Mitigation Grant Program, Severe Repetitive Loss program, Flood Mitigation Assistance Grant, CA Department of Water Resources, and other state and national preparedness grant programs.

This action requests that the Board confirm the delegation of Authorized Agent(s) authority to enter into agreements to accept these grant awards and addendums to sub-granting agreements as needed to administer these grant programs.

The Office of Emergency Services has indicated to all counties that federal grant funds are currently available but will only be eligible to the applicants that provide the proper resolution which has been passed by their respective Boards and filed with the State.

Prior Board Actions:

10/24/2017: Adopted Resolution #17-0402

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

Adopting this resolution will allow access to state and Homeland Security grant funds for public safety and other emergency preparedness programs.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	-0-		
Additional Appropriation Requested	-0-		
Total Expenditures	-0-		
Funding Sources			
General Fund/WA GF	-0-		
State/Federal	-0-		
Fees/Other	-0-		
Use of Fund Balance	-0-		
Contingencies	-0-		
Total Sources	-0-		
Narrative Explanation of Fiscal Impacts:			
No fiscal impact from this item. Should additional residual grant funds be allocated for existing projects, the new amounts will be appropriated in the soonest consolidated budget adjustment.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Resolution (A1); Signatory List (A2)			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California
Designating Department of Homeland Security Authorized Agent Signature Authority.**

Whereas, be it resolved by the Board of Supervisors of the County of Sonoma that the

DIRECTOR OF EMERGENCY MANAGEMENT, or
COUNTY ADMINISTRATOR,

is hereby authorized to execute for, and on behalf of, the County of Sonoma, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by and/or sub-granted through the State of California and/or the federal Department of Homeland Security.

Passed and approved the 29th day of January, 2019.

Supervisors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
DEPARTMENT OF EMERGENCY MANAGEMENT

Christopher Godley, DIRECTOR OF EMERGENCY MANAGEMENT

January 29, 2019

The Board of Supervisors of the County of Sonoma has resolved that the following positions are appointed and authorized to execute for and on behalf of the County of Sonoma any actions necessary for the purpose of obtaining state or federal financial assistance provided by and/or sub-granted through the State of California and/or the federal Department of Homeland Security.

The specific information for the agents that have been appointed are as follows:

County Administrator

Sheryl Bratton

575 Administration Drive Santa

Rosa, CA 95403 Phone (707)

565-2431

Fax (707) 565-3778

Sheryl.Bratton@sonoma-county.org

Director of Emergency Management

Christopher Godley

2300 County Center Drive, 220B

Santa Rosa, CA 95403

Phone (707) 565-1152

Fax (707) 565-1172

Christopher.Godley@sonoma-county.org



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 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:

Sheryl Bratton, 565-2431

Supervisorial District(s):

All

Title: State Legislative Advocacy Professional Services Agreement

Recommended Actions:

Authorize the County Administrator to execute an agreement for state legislative advocacy services with Shaw Yoder Antwih Inc. for a term of January 1, 2019 – December 31, 2019 at a rate of \$5,500 per month to provide state legislative advocacy related to general needs and overall legislative coordination and strategy.

Executive Summary:

Shaw Yoder Antwih Inc. (SYA) provides the County with State legislative advocacy which has been critical to the County's recent recovery efforts in addition to maintaining and generating new sources of state funding for Sonoma County.

Staff recommend the approval of the state advocacy service agreement with SYA through December 31, 2019 to continue state legislative advocacy of the County's legislative platform, including the recovery and resiliency priorities that your board approved on December 11, 2018.

Discussion:

State legislative advocacy has been critical to the County's recent recovery efforts in addition to maintaining and generating new sources of state funding for Sonoma County. State revenue for Sonoma County priority areas is under increased threat from legislative or programmatic reductions. Continued legislative advocacy efforts are critical to advancing key issues and programs.

In response to the October 2017 wildfires, the County's legislative advocacy focus shifted largely from general legislative platform issues to a focused effort on the County's recovery efforts. SYA supported 2018 recovery efforts by advocating on the County's behalf on fire related legislation in addition to convening weekly fire recovery calls with local advocacy partners to align on recovery efforts in need of state advocacy. SYA also coordinated and participated in meetings with multiple delegation members

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	66,000		
Additional Appropriation Requested			
Total Expenditures	66,000		
Funding Sources			
General Fund/WA GF	66,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	66,000		
Narrative Explanation of Fiscal Impacts:			
<p>This amount is budgeted from General Fund resources. This advocacy agreement allows the County to strengthen Board and Department led efforts in protecting and enhancing state and federal revenues. The County receives between \$470-500 million in intergovernmental revenues annually. These sources are often at risk from federal and state policy changes.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Related Items “On File” with the Clerk of the Board:			
Professional Services Agreement for state legislative advocacy			

and state agencies to work through recovery challenges and advocate for their continued support of a full recovery.

In addition to the recovery work, SYA engaged with the Administration on behalf of the County to address a significant funding shortfall related to the County's mental health programming which resulted in a one-time reimbursement to counties for suspended mandate payments. Separately, SYA has been engaged with the County and the Administration, in coordination with the delegation, regarding the disposition of the Sonoma Developmental Center. Activity regarding this closure and the future of the site has become an increasingly active issue in recent months. SYA has also consulted on the development of the 2019-2020 legislative platform.

The County contract with Shaw Yoder Antwih Inc. was awarded after a solicitation process in 2009. A request for proposals was released by the County Administrator's Office to a comprehensive list of firms. Two proposals were received in response to the request and a decision was made to award to both firms, including Shaw Yoder Antwih Inc. The second agreement, with Peterson Consulting Inc. has not been renewed.

Staff recommends the approval of the state legislative advocacy service agreement with the SYA through December 31, 2019 to continue state legislative advocacy of the County's legislative platform, including the recovery and resiliency priorities that your board approved on December 11, 2018. Request for proposals for state legislative advocacy services will be released in the fall of 2019 to allow for potential contractor transitions at the end of the 2019 legislative session.

Prior Board Actions:

November 3, 2009: Board awarded contract for state legislative advocacy services with Peterson Consulting Inc. and Shaw Yoder Antwih Inc. after a Request for Proposals process

December 12, 2011: Board extended the contract for 1 year and authorized County Administrator to executed future contract extensions with Peterson Consulting Inc. and Shaw Yoder Antwih Inc.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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

AGREEMENT FOR FEDERAL ADVOCACY SERVICES

This agreement ("Agreement"), dated as of January 1, 2019 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Shaw/Yoder/Antwih, Inc., an independent state legislative advocacy consulting firm (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and politically independent consulting firm; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for federal advocacy in support of the County’s legislative priorities and financial resource needs.

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. The scope of work included in items “a” through “k” in this section provide a general guide for the work that is expected of state advocates; there may be additional services needed on an ad-hoc basis. It is expected that Consultant and County will identify agreed upon performance measures to assess Consultant’s work. Specific policy and issue areas covered by this agreement include: health services, transportation, and tribal issues/Indian gaming, and overall legislative coordination and strategy guided by the County’s Legislative Platform.

- a. Work with County Administrator’s Office in analyzing potential federal advocacy items including researching funding sources. Provide financial and political feasibility of County efforts to advise Board and County Administrator on viability of requests and develop specific plan to achieve success.
- b. Provide County with identified vehicles for state legislative items and include bills, department and account information for proper tracking.
- c. Represent the County in Sacramento in terms of communicating the County’s federal legislative priorities to appropriate elected officials, key State Assembly and Senate members and staff, state agencies and the state Administration.

- d. Participate in crafting itineraries and facilitating meetings with County's state representatives and other state representatives as needed for County Board Members who travel to Sacramento on County legislative business.
- e. Provide direct staff support to County officials in preparation for and during meetings with federal representatives and state agency staff, including background and talking points tailored for the specific meeting.
- f. Assist in drafting materials and correspondence to support County's state legislative efforts.
- g. Monitor state legislation, funding and grant opportunities in relation to County's legislative priorities and apprise County staff in a timely manner.
- h. Provide annual state legislative report of efforts on behalf of the County for Board and public dissemination.
- i. Travel to Sonoma County as needed, with a minimum of one visit a year to advise Board of progress made towards achieving state objectives.
- j. Provide a brief written report, on a monthly basis, which documents all activities conducted on behalf of the County. The report should include copies of letters and correspondence prepared on behalf of the County, and provide a summary of meetings, conversations, etc. engaged in on behalf of the County.
- k. Monitor state legislative and regulatory activity to detect any potential threats to county revenue sources.

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. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Steve Palmer and Carol McDaid.
- 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. Consultant shall be paid a monthly retainer of \$5,500, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

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 January 1, 2019 to December 31, 2019 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if 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 County Administrator, 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 A, 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. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. 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 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.

9.8 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 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any

information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 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.

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

TO: COUNTY: Sheryl Bratton
Sonoma County Administrator's Office
575 Administration Drive, Suite 104-A
Santa Rosa, CA 95403

TO: CONSULTANT: Paul Yoder
Shaw/Yoder/Antwih, Inc.
1415 L Street, Suite 1000
Sacramento, CA 95814

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a

payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

Shaw/Yoder/Antwih, Inc.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE REVIEWED
AND ON FILE:

By: _____
Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: N/A _____
County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____
Department Head

Date: _____

ATTEST:

N/A _____
Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: 4/5

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:

Briana Khan 707-565-3781

Supervisorial District(s):

All

Title: 2020 Census State Funding

Recommended Actions:

1. Authorize the County Administrator, or designee, to execute opt-in Outreach Funding Agreement with the California Complete Count Office (CCC Office), to assist with the public outreach for the upcoming 2020 Census.
2. Adopt a Resolution adjusting the County Administrator's Office FY 2018-2019 Adopted Budget to recognize \$100,000 in new state funding to cover preliminary Complete Count Census outreach efforts.

Executive Summary:

The U.S. Census Bureau is requesting local agency outreach assistance through the formation of local Complete Count Committees (CCC) to help market the 2020 Census and encourage participation in Hard To Count (HTC) communities. Staff is requesting that the Board authorize the County to "opt-in" to receive \$100,000 in grant funding from the State, and to adopt a resolution to adjust the FY 2018-2019 adopted budget recognizing such grant to cover preliminary census outreach efforts.

Discussion:

The U.S. Constitution mandates that a headcount occur every ten years, of everyone residing in: the 50 states, Puerto Rico, and the Island Areas of the United States. It includes people of all ages, races, ethnic groups, citizens, and noncitizens. The next census occurs in 2020. The goal of the 2020 Census is to count everyone once, only once, and in the right place. The population totals from this census will determine the number of seats each state has in the House of Representatives (House). The totals are also used to redraw states' legislative districts. The U.S. Census Bureau is required to submit state population totals to the President of the U.S. by December 31, 2020. The totals also affect funding, and data collected in the census help inform decision makers how their community is changing. Approximately \$675 billion in federal funding is distributed to states and communities each year based on census data. The Census Bureau further states that approximately \$20,000 is lost by states and local

governments for every person not counted in the census. About forty-two percent of Sonoma County's budget (FY 2018-2019) comes from state, federal & other government revenues.

In addition to determining seats in the House, census data is used by the federal government to allocate funds in several areas:

- Title I grant funding to educational agencies (school districts)
- Head Start programs
- Women, Infants, and Children (WIC) program
- Public transportation (Programs affected by census data include: the Active Transportation Program (ATP), the Transportation Development Act (TDA), and the Highway Users Tax (HUTA))
- Road rehabilitation and construction
- Programs for the elderly
- Emergency food and shelter

In 2020, new technology will be used to make it easier to respond to the census. For the first time, people will be able to respond online, by phone, or by mail.

2020 Census Timeline and Key Dates

The following represents the operational timeline for 2020 Census activity:

- May 2019: Complete Count Committee established
- January – September 2019: Open 248 census offices, including one in Santa Rosa
- January 2020: U.S. Census Bureau begins advertising campaign
- March 23, 2020: online access Self-response begins
- April 1, 2020: Census Day (CCCs urge households who do not respond to cooperate with census takers).
- May 2020: follow-up of non-responses by census personnel begins
- December 31, 2020: Apportionment counts submitted to the President
- March 31, 2021: Redistricting counts information submitted to the States
- April-Oct. 2021: The boundaries of the supervisorial districts shall be adjusted by the Board of Supervisors before the first day of November of the year following the year in which each decennial federal census is taken.

State Complete Count Commission (SCCC) and Complete Count Committees (CCC)

California's Complete Count effort is a statewide outreach and awareness campaign designed to encourage and support full participation by all Californians in the upcoming 2020 Census. The state is devoting significant resources to the campaign because California, with its very diverse populations that risk being undercounted, faces the greatest barriers in the nation to ensure an accurate count and therefore receiving its fair share of federal funding and Congressional representation. The state seeks to reach the more than 13.5 million total households to raise awareness of the 2020 Census and motivate the hardest to count residents to respond.

The state is focusing its communication and outreach efforts on the area of greatest need: communities historically undercounted in the Census. These populations, called "hard to count" (HTC), are least likely to respond to the Census questionnaire without specialized outreach and assistance.

The state’s goal is to meet or exceed the U.S. Census Bureau’s nationwide target to achieve a 60.5% self-response rate from people in all communities.

Hard to Count census tracts are defined by the U.S. Census Bureau based on a range of housing, demographic, and socioeconomic variables that correlate with undercounts. They include population density, and percentage of the following demographic variables:

HTC variables	% Specific to Sonoma County
Immigrants and foreign born	16.6% of Sonoma County residents
Linguistically isolated people	10.4 % of Sonoma County residents speak English “less than very well”
Persons who are not high school graduates	12.3% of Sonoma County residents
Persons who are unemployed	3.8% of Sonoma County residents
Number of vacant housing units in an area	8.6% of housing units are vacant in Sonoma County
Specific ethnic and minority populations	26.4% of Sonoma County residents are Hispanic or Latino of any race. Other races account for 6.9% of total population.
Renters and children	5.2% of Sonoma County residents are children under 5 years old. 39.7% of housing units in Sonoma County are renter occupied.
Densely populated communities with multi-unit housing, public assistance characteristics	14.1% of Sonoma County households have receive supplemental security income, cash public assistance and/or food stamp benefits for over 12 months
Native Americans living on tribal lands	1.1% of Sonoma County residents belong to a tribal community

It is anticipated that the local CCC will include City staff as well as a number of other local agencies and/or community based organizations (CBOs) that work directly with the HTC communities in Sonoma County. These representatives will likely have good knowledge of community groups and organizations that can assist with outreach efforts. Other representatives may include staff from the County’s Health and Human Services Departments, Sonoma County Library, Sonoma County Office of Education, and representatives from minority groups such as the Latino and tribal communities.

Budget

The State of California approved \$90.3 million in the 2018-2019 budget for the 2020 census outreach and media campaign. Approximately \$26 million was allocated specifically to counties; such allocations are based on population. If we choose to opt-in, we will receive \$100,000 based on that determination.

Staff recommends state funding be used to hire temporary staff to lead the creation of the local CCC, develop the outreach strategic plan, and coordinate with partners the plan’s implementation. In addition, funding will allow for miscellaneous office supplies and services to develop communications materials.

Staff will also monitor the new governor's budget proposal for additional funding opportunities, and will coordinate with partner community based organizations who have received census outreach funding awards.

FEEDBACK FROM COMMUNITY ORGANIZATIONS:

Staff has received inquiries from CBOs urging the County to participate in the outreach efforts for the 2020 Census. The Latino Community Foundation and Corazon Healdsburg have reached out in writing asking about our involvement in the 2020 Census. Both organizations highlighted the importance of being part of the census outreach.

BOARD OF SUPERVISORS ROLE:

After opting in for the Complete Count Committee outreach funding, the County will be required to submit a strategic outreach plan to the State Complete Count Committee (SCCC) by March 19, 2019. It is estimated that staff will share the strategic outreach plan with the Board by the end of March which will include information about the local CCC composition.

Sonoma County Supervisors will receive updates and provide recommendations on the outreach efforts while staff will endeavor to develop and implement the Complete Count Census Outreach plan. Board members will also assist staff by providing lists of CBOs or other local agencies that should be reached out to for local CCC participation.

County Requirements for Opting-In

Counties must complete the following to opt-in to receive funding:

- Obtain Board Resolution or Motion
- Develop and submit an HTC Outreach Strategic Plan
- Attend regular monthly and quarterly meetings with the State Regional Program Manager (RPM) assigned to each county
- Submit to the state Quarterly Reports
- Implement HTC Outreach Plan (Including non-response follow-up)
- File Final Report to the State Complete Count Commission

Timeline for Funding

- February 2, 2019 – Deadline for counties to opt out or opt in with a board resolution or motion
- March 19, 2019 – Counties submit Strategic Plan
- April 1, 2019 – Counties file first Quarterly Report
- July 2019 – Census Bureau will start printing materials
- July 1, 2019 – Counties file second Quarterly Report
- September 30, 2019 – Counties file Implementation Plan
- February 15, 2020 – Counties file Nonresponse Follow Up (NRFU) Implementation Plan
- December 30, 2020 – Counties file Final Report to State Complete Count Committee

ALTERNATIVES:

1. The Board could choose not to participate in forming a CCC. This is not recommended because obtaining an accurate count for the Census helps to ensure proper funding is directed to the State and to local communities and ensures accurate congressional representation.

2. The County has the option to receive the funding and pass it on to Cities CBOs willing to create and implement the outreach plan. The County would determine which agency is the most qualified to form a Complete Count Committee and lead the efforts. The County would participate as part of the committee only rather than executing a coordinating leadership role.

POSSIBLE ISSUES AHEAD: Citizenship Question

The U.S. Census Bureau is planning to include a new question asking about citizenship on the 2020 Census. This decision is currently being challenged in several lawsuits across the U.S., including a suit filed in New York by 18 states and 6 cities.

Undocumented communities have historically been undercounted in California, but it is expected that the group may be even more difficult to count on the 2020 Census because the citizenship question may create confidentiality issues and deter undocumented immigrants from responding to the questionnaire. The Public Policy Institute of California estimates that approximately 38,500 undocumented immigrants live in Sonoma County.

Staff will continue to monitor the lawsuits pertaining the citizenship question as new information develops. A judge in New York ordered the Trump administration to remove the citizenship question from the Census questionnaire. Other trials underway are in California and Maryland. The Supreme Court agreed to hear arguments in this case on February 19. The Census Bureau is set to start printing materials in July 2019.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$0		
Additional Appropriation Requested	100,000		
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal	\$100,000		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$100,000		
Narrative Explanation of Fiscal Impacts:			
<p>The County shall opt-in to receive the \$100,000 in funding from the state of California and recognize the funding on the 2018-2019 Approved Budget. The funding will be used to hire temporary staffing to help create a Complete County Committee and create the strategic outreach plan for Hard To Count communities in Sonoma County. Funds are also expected to cover miscellaneous office expenses that may include outreach communications materials.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
<p>Attachment A: Draft Board of Supervisors Resolution Attachment B: County-Optional Agreement to Conduct Outreach Related to the California Complete County (CCC) 2020 Census</p>			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing a Budgetary Adjustment to the Fiscal Year 2018-2019 Final Budget for the County
Administrator's Office in the Amount of \$100,000 for Census 2020 State Funding.**

Whereas, the Board of Supervisors has adopted a Fiscal Year 2018-2019 Final Budget for the County of Sonoma County Administrator's Office; and

Whereas, the Government Code allows for adjustments to the Final Budget during the 2018-2019 Fiscal Year;

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector is hereby authorized and directed to make all necessary operating transfers, accounting entries, and the following budgetary adjustments:

Fiscal Year 2018-2019 Funding Sources		Amount
10005-15020103--42358	State Grant Revenue	\$100,000
	Total Sources	\$100,000
Fiscal Year 2018-2019 Expenditures		
10005-15020103-50111	Salaries & Benefits: Extra Help	\$50,000
10005-15020103-53612	Other Charges: Project Costs	\$50,000
	Total Expenditures	\$100,000

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

**CALIFORNIA COMPLETE COUNT**

400 "R" Street, Suite 350
Sacramento, CA 95811
(916) 852-2020

Ditas Katague

Director

November 9, 2018

TO: CALIFORNIA COUNTY BOARD OF SUPERVISORS

SUBJECT: County-Optional Agreement to Conduct Outreach Related to the California Complete Count (CCC) 2020 Census

Every 10 years, the U.S. Census counts every resident in the nation. A complete and accurate count of California's population is essential to the state because the data collected by the Census determines the number of seats each state has in the U.S. House of Representatives and is also used to distribute billions of dollars in federal funds to local communities. More than 70 federal programs that benefit California, including education, health and human services, use Census numbers as part of their funding formulas.

In support of this effort, the California Legislature has appropriated \$90.3 million to fund activities related to the 2020 Census. The CCC, which is spearheading the state 2020 Census outreach strategy, is making \$26.5 million available to participating California counties to conduct outreach and assistance. This letter provides a county-optional agreement to fund outreach activities in each county to promote participation in the 2020 decennial census.

California's communication and outreach strategy will focus on both geographic areas and demographic populations who are "least likely to respond". These areas and populations are commonly referred to as "hard-to-count (HTC)" areas. These terms, least likely to respond and HTC are often used interchangeably.

Counties and cities play a significant role to ensure their populations are aware of the Census and are ready to be counted. Counties that choose to participate must opt-in and are subject to requirements, as described below.

Although funding will be dispersed directly to counties, it is fully expected that counties will collaborate with cities within their jurisdiction on outreach efforts. If a county chooses to subcontract with its cities, the State recommends using the "California Hard-to-Count Index interactive map" available at www.census.ca.gov.

COUNTY-OPTIONAL OUTREACH AGREEMENT

As defined in the Statement of Work (SOW), Exhibit A, the Census Office requires California counties to agree to do all of the following:

1. Prepare a board resolution, order, motion, ordinance or similar document from the local governing body authorizing execution of the agreement;
2. Prepare a Strategic Plan;
3. Participate in a monthly in-person meeting/or call with assigned Regional Program Manager;
4. Prepare Quarterly Written Reports;
5. Prepare an Implementation Plan; and
6. Prepare a Final Report

Counties choosing to opt-in, must submit the following attached documents to the California Complete Count - Census 2020 office by Feb. 8, 2019:

1. County Opt-In Letter (Attachment I)
2. County board resolution, order, motion, ordinance or similar document

Documents must be sent to:

California Complete Count - Census 2020
Attention: Contracts Unit
400 "R" Street, Suite 359
Sacramento, CA 95811

Attachment II displays a planning allocation for all counties.

Questions regarding this letter should be directed to the California Complete Count - Census 2020, at (916) 852-2020 or by email at Contracts@census.ca.gov.

Sincerely,

Original Document Signed By:

DITAS KATAGUE
Director
California Complete Count - Census 2020

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (SOW)

County of _____, herein called (Contractor) is entering into this agreement with the California Complete Count Census 2020 (CCC Office), hereinafter referred to as “State or CCC Office” to provide marketing and outreach services on behalf of the State as described herein.

1. BACKGROUND

The California Complete Count Census 2020 effort is a statewide outreach and awareness campaign designed to ensure an accurate and complete count of all Californians in the upcoming 2020 United States Census. The 2020 Census is the decennial census, mandated by Article 1, Section 2 of the United States Constitution. The results are used to allocate Congressional seats, electoral votes, and government program funding to state and local governments. Just based on the funding component, a census that undercounts Californians could cost the state billions of dollars. For every Californian missed during the Census 2020 count, the State is expected to lose approximately \$1,950 per person, per year, for 10 years, in federal program funding.

In preparation for the 2020 census, Governor Brown issued an Executive Order (B-49-18) describing California’s Census 2020 initiative. The Executive Order established a California Complete Count Committee to develop, recommend, and assist in the administration of a census outreach strategy to encourage full participation in the 2020 Census. The California Complete Count outreach strategy is funded by a Budget Bill, which allocated \$90.3 million in the state budget for efforts related to the upcoming 2020 Census. The State has authorized \$26.5 million of those funds to be directed towards county-based outreach efforts.

2. PURPOSE

The State’s 2020 Complete Count Census outreach campaign will focus on both the geographic areas and demographic populations who are “least likely to respond”. These areas and populations are commonly referred to as “hard-to-count (HTC).” The terms “least likely to respond” and “HTC” are often used interchangeably.

This program aims to address the following goals:

Increase awareness and knowledge about the 2020 Census in HTC communities and populations;

Deliver focused messages via trusted messengers in trusted environments about the 2020 Census process to HTC areas and populations concentrated in Census tracts that are least likely to respond.

Ensure that all outreach, messaging and publicity is culturally relevant and linguistically appropriate;

Support the California Complete Count statewide community outreach and media relations efforts through a strategy that is focused, timely, cost-effective and tailored to addressing barriers that prevent HTC communities and populations from completing and returning their forms;

Complement as well as add value to the outreach, messaging and advertising provided by the U.S. Census Bureau;

Work collaboratively with a network of community-based organizations, other local governments and others across sectors; and

The ultimate goal is to ensure that HTC/least likely to respond communities and populations in California are accurately counted in the 2020 Census, thereby achieving the highest self-response rate possible for California.

3. OBJECTIVES

The local county office (herein called Contractor) will collaborate and work with other contracted community-based-organizations (CBOs) and State media contractor(s) to inform the general public of the importance of completing the census questionnaire. The goal is to avoid duplication, identify outreach gaps and fill them accordingly. Contractor will implement outreach to encourage full participation and avoid an undercount as stated in the Governor's Executive Order B-49-18.

A. THE STATE'S OUTREACH OBJECTIVES ARE:

1. To further promote awareness about the census, the process, its pre-notice advisory, the questionnaire and the key deadlines.
2. To publicize locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations may include neighborhood Questionnaire Assistance Centers (QACs), Questionnaire Action Kiosks (QAKs), and other venues. A QAC can be established at a public venue such as a library, school, or post office staffed with knowledgeable personnel that can assist the public with completing the census questionnaire, and answer questions related to the Census 2020.

3. To motivate all Californians to complete and return their questionnaires by explaining in ways that are relevant to them what the census means to California, and when possible, to their counties and cities.
4. To focus funding and efforts in geographic areas and demographic populations who are least likely to respond including, but not limited to:
 - Latinos
 - African-Americans
 - Native Americans and Tribal Communities
 - Asian-Americans/Pacific Islanders
 - Middle-Eastern North Africans
 - Immigrants and Refugees
 - Farm-workers
 - People with Disabilities
 - Seniors
 - Homeless Individuals and Families
 - Children Ages 0-5
 - Veterans
 - Areas with low broadband subscription rates and limited or no access
 - Households with limited English proficiency

B. THE CONTRACTOR SHALL ACHIEVE THE FOLLOWING OBJECTIVES:

EDUCATE

1. Inform the public about the census process, purpose and timeline.
2. Inform the public of the importance of the census. The State will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services based on the census numbers. The federal government also uses census data to determine how to apportion the House of Representatives seats among states.
3. Inform the public that the census data is confidential. No one except sworn U.S. Census Bureau ("Census Bureau") employees can see the complete census questionnaire forms or link names to responses. The Census Bureau requires that any individuals with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13, "Wrongful Disclosure of Information," sets forth severe penalties applicable to federal government officials and local government census liaisons if they misuse information they receive from the census responses. These penalties include fines up to \$5,000, 5 years in prison, or both. The Census Bureau's dedication to confidentiality plays an important role in everything it does. All employees must pass a security and employment reference check, swear they are not employed as tax collectors or assessors or law enforcement officials and establish they have no felony convictions as adults. The

Census Bureau employs a host of safeguards, such as electronic barriers and secure telephone lines, to block outside access to any confidential information in Census Bureau computers.

4. Identify areas and populations within Contractor's local jurisdiction that are least likely to respond, as identified in Task 1.2.
5. To establish, manage, and announce locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations may include neighborhood QAC's and QAK's

MOTIVATE

6. Eliminate the fear of completing the census questionnaire. Instill trust that the government will not use this data in a negative way. No one outside the Census Bureau can ever be given any information to link names to addresses on the census questionnaire. Not even the President of the United States is permitted to look at individual census records.
7. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.
8. Establish comfortable environment(s) and settings early on and leading to the Census 2020 to encourage the public to participate in the census, following the education phase. Continue to educate and inform on the importance of the census as a motivator.
9. Where possible, Contractor should assess messaging efforts, outreach and tools.

ACTIVATE

10. Engage trusted messengers in trusted environments to help the public participate in the census.
11. Conduct and participate in community gatherings and other forums to rally the public to participate in the census.
12. Collaborate with other stakeholders and across sectors to activate the public to participate in the census process by filling out the census questionnaire.

4. STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION

Contractor shall design and implement a multi-faceted, multi-channel, multi-lingual cohesive strategic outreach plan to reach all census audiences in California. The overarching strategic plan should address broad census goals and objectives and specific

outreach strategies, as well as integrate with other outreach efforts. The plan shall be submitted to the CCC Office as described in Task 1.

5. RESPONSIBILITIES & REQUIREMENTS

The board resolution, order, motion, ordinance or similar document shall be approved by the State before the parties can enter into a valid contract. The Contractor shall not perform any tasks prior to contract execution. A list of all tasks and deliverables are set forth below.

Administrative Requirement - Board Resolution	
Each county is required to have a Board legally binding resolution, order, motions or ordinance or similar document from the local governing body authorizing execution of the agreement.	
Task 1 -- Strategic Plan	
Within sixty (60) days of entering into contract, the Contractor must provide the State with the Contractor’s Strategic Plan, which shall address subtasks 1.1 through 1.11. The CCC Office must approve (in writing) the Strategic Plan.	
1.1	Outreach Plan – Contractor shall provide a plan that includes a local, grassroots approach to reaching the least likely to respond with specific strategies, tactics and timeline(s), as well as description of specific collaboration(s), partnership(s), and leveraging of resources to achieve the highest self-response rate on the census 2020 questionnaire. Further components are listed below:
1.2	Approach -- Contractor shall describe its approach to outreach, including: <ul style="list-style-type: none"> • Identification of least likely to respond areas and populations vis-a-vis census tracts within the local jurisdiction. • Describe research methodology used to identify HTC/least likely to respond populations, barriers, challenges and opportunities for outreach
1.3	Partnership Coordination -- Contractor shall provide a plan showing its integrated and coordinated approach working with the US Census Bureau, the CCC Office, cities, schools, CBOs, and other civil society organizations to avoid duplication and to identify methodology to address gaps.
1.4	Resources and Infrastructure -- Contractor shall provide a primary designee who has geographic information systems (GIS) knowledge that will interface with the Statewide Outreach and Rapid Deployment (SwORD) mapping portal. Contractor shall also provide a plan for establishing, managing, and announcing QACs and/or QAKs which should include locations and resources. Contractor shall work with their assigned State RPM to activate a reasonable number of QACs/QAKs within their local jurisdiction.

1.5	<p>Contractor shall provide geospatial data or mapping of the following:</p> <ul style="list-style-type: none"> • County HTC/least likely to respond areas • County resources/office to be leveraged in outreach to the HTC/least likely to respond • Potential partners including CBOs and any other partners across various sectors
1.6	<p>Language Access Plan – California has over 200 non-English languages spoken across the state. Contractor shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the local jurisdiction.</p>
1.7	<p>Local Complete Count Committee (LCCC) -- Structure of the county's LCCC and organization chart, if available.</p>
1.8	<p>Workforce Development -- Plan describing how the county may assist the U.S. Census Bureau with local hiring of census enumerators and other personnel. Based on previous census efforts, it is known that hiring locally for these critical jobs is an important factor in establishing trusted messengers that may impact the enumeration positively.</p>
1.9	<p>Budget -- Contractor shall provide a budget proposal of the County's allocated funding provided by the State including, but not limited to:</p> <ul style="list-style-type: none"> • Administrative costs (not to exceed 10% of total allocation) • Outreach (e.g. events, meetings, materials, etc.) • Media
1.10	<p>Timeline of activities during the term of this contract.</p>
1.11	<p>Contractor to describe its plan to measure results throughout the contract such as:</p> <ul style="list-style-type: none"> • Accountability Measures • Data to be collected – Type and Quantity • Evaluation Methodology/Approach
Task 2 - Monthly Meetings	
2.0	<p>Immediately upon contract execution, the Contractor shall participate in monthly in-person meetings or phone calls with the area's assigned State Regional Program Manager (RPM) to discuss operations and provide updates of the strategic plan and progress. The monthly meetings shall continue through September 30, 2020. The Contractor shall be responsible for scheduling monthly meetings with the RPM.</p>
Task 3 - Quarterly Written Reports	

3.0	<p>Immediately upon contract execution or starting April 1, 2019, whichever comes later, the Contractor shall provide written quarterly reports to the assigned RPM. The quarterly written reports must include:</p> <ul style="list-style-type: none"> • Information for SwORD data uploads, upon request by the RPM • Language access plan updates • Calendar and event updates • Budget Update • Other criteria to be determined by the RPM (e.g. Activity Summary, Deliverable Status, Concerns/Issues)
Task 4 - Implementation Plan	
4.0	<p>An Implementation Plan is due by September 30, 2019. The Implementation Plan shall include:</p> <ul style="list-style-type: none"> • Overview of outreach and marketing/communications • List of subcontractors, including address, audience reached • Non-Response Follow-Up (NRFU) Period Plans and Activities, specifically during the May- August, 2020 timeframe • Update on Task 1.11
Task 5 - Final Report	
5.0	<p>A final report is due on September 30, 2020. At a minimum, the final report shall include:</p> <ul style="list-style-type: none"> • Local response outcome including specific self-response rate • Overview of NRFU activities • Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign • Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California • Evaluations, criteria used and further recommendations for 2030

6. PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT

State (Regional Program Manager):		Contractor:	
Name:		Name:	
Telephone Number:	(xxx) xxx-xxxx	Telephone Number:	(xxx) xxx-xxxx
Address		Address	
E-mail address	@census.ca.gov	E-mail address	@county.gov

Direct all financial and administrative inquiries to:

State:		Contractor:	
Name:		Name:	
Telephone Number:	(xxx) xxx-xxxx	Telephone Number:	(xxx) xxx-xxxx
Address		Address	
E-mail address	@census.ca.gov	E-mail address	@county.gov

7. DELIVERABLE SCHEDULE

	Milestone	Payment Amount	Timeline
1	Board Resolution (Upon contract execution)	10% of Total Contract Amount, less 10% withhold	Upon Receipt by the State
2	Strategic Plan	35% of Total Contract Amount, less 10% withhold	Upon State Approval
3	First Quarterly Report	10% of Total Contract Amount, less 10% withhold	April 1, 2019
4	Second Quarterly Report	10% of Total Contract Amount, less 10% withhold	July 1, 2019
5	Third Quarterly Report / Implementation Plan (January 2020- July 2020)	25% of Total Contract Amount, less 10% withhold	September 30, 2019

6	Completion / Results of Outreach (Final plans for Census week of outreach events)	Release of Withhold	February 15, 2020
7	NRFU Plan	5% NRFU Plan	April 15, 2020
8	Final Report	5% of Total Contract Amount	September 30, 2020

8. DOCUMENTS AND DELIVERY

1. Document Format

- a. All documents shall be provided in a format compatible with the State Census Office standard applications (currently, Microsoft Office and Adobe). In all cases, the Contractor shall verify application compatibility with the State Contract Manager prior to creation or delivery of any document. Any deviations to these standards shall be approved by the State’s Contract Manager.
- b. The delivery media shall be compatible with the State storage devices. (currently, USB Flash Drives or CD/DVD ROM)
- c. Contractor shall have the capability to collect and store data in formats such as Excel, .csv or others used in geographic information systems.
- d. Internet access is required.

2. Electronic and hard copy submissions:

- a. One (1) electronic copy and two (2) hard copies of all documents are to be submitted to:

California Complete Count – Census 2020
Attn: Contracts Unit
Agreement #XXXXXXXX
400 R Street Suite 359
Sacramento, CA. 95811
Contracts@census.ca.gov

9. SUBSTITUTE PERSONNEL

- 1. If the Contractor’s assigned representative is unable to perform their duties due to illness, resignation, other factors beyond the Contractor’s control, or upon mutual agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel. If the Contractor is unable to provide a substitute, or if the State does not approve of the substitute, either the Contractor or the State may terminate this Agreement with a 30-day advance written notice.

2. If the addition or substitution of Contractor personnel does not increase the total cost of the Agreement, no amendment shall be required to make this change(s) to the Agreement.

10. TERM OF AGREEMENT

This Agreement will commence on the start date as noted on the Standard Agreement, STD 213, or the date approved by the State Census Office, whichever is later, and no work shall begin before that time. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the State Contract Manager. This Agreement shall expire on the date noted on the STD 213.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate Contractor for actual expenditures in accordance with the rates/costs specified herein.

EXAMPLE BREAKDOWN OF PAYMENT

Total Allocation: \$250,000

	Milestone	Payment Percentage	Invoice Amount	Actual Payment (Less Withhold)	Payment Date
1	Board Resolution**	10%	\$25,000	\$22,500	Upon Receipt
2	Strategic Plan**	35%	\$87,500	\$78,750	Upon State Approval
3	Quarterly Report**	10%	\$25,000	\$22,500	April 1, 2019
4	Quarterly Report**	10%	\$25,000	\$22,500	July 1, 2019
5	Implementation Plan (January 2020- July 2020) **	25%	\$62,500	\$56,250	September 30, 2019
6	Implementation Outreach	Release of Withhold		\$22,500	
7	NRFU Plan	5%	\$12,500	\$11,250	
8	Final Report	5%	\$12,500	\$13,750	September 30, 2020
			Total Contract:	\$250,000.00	

** Payments shall include a 10% withhold pursuant to Public Contract Code section 10346.

Contractor will be paid for satisfactorily completing each task through a series of progress payments. Pursuant to California Public Contract Code section 10346 and State Contract Manual Vol. I, Section 7.33, each progress payment will contain a 10% withhold to be paid according to the dates set forth in the table below.

- A. In no event shall the Contractor request or be entitled to reimbursement from the State for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.
- B. The Contractor shall submit invoices, in accordance with the payment schedule above. Invoices must include the following:
 - 1) State Agreement number;
 - 2) Invoice number;
 - 3) Invoice date;
 - 4) Invoice total;
 - 5) Contractor's remittal address;
 - 6) Billing and/or performance period covered by invoice;

C. Invoices shall be submitted physically to the address listed below:

**California Complete Count – Census 2020
Administration Office
Agreement #XXXXXXXX
400 R Street Suite 359
Sacramento, CA. 95811**

2. BUDGET CONTINGENCY

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement to the Contractor to reflect a reduction in the amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

4. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the State disputes the Final Invoice or any item in the Final Invoice, the State shall provide written notice to the Contractor describing the reason or reasons the State disputes the Final Invoice, and the Contractor shall be required to submit a corrected Final Invoice to the State no later than ten (10) calendar days after the date the Contractor received the State's written notice.
- C. If the Contractor fails to submit a corrected Final Invoice within the time required, or if the Contractor's corrected Final Invoice fails to correct the disputed item, the State shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The State may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, Budget Detail and Payment Provisions Section 5.A above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC-04/2017)

The General Terms and Conditions are herein incorporated by reference and are available at the Internet site:

<http://www.dgs.ca.gov/LinkClick.aspx?fileticket=x6TrRwzYLxs%3d&tabid=6133&portalid=32&mid=10104>

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERFORMANCE COMMENCEMENT

This Agreement is of no force and effect until signed by both Parties.

2. RIGHT TO TERMINATE

The State reserves the right to terminate this Agreement without cause upon thirty (30) days advance written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the State may terminate the Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the State's notification to the Contractor. In the event of such termination, the State may proceed with the work in any manner deemed proper by State and all costs to the State shall be deducted from any sum due to the Contractor under this agreement.

This parties may agree to suspend or cancel the agreement if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

3. AMENDMENTS

Upon mutual consent, CCC Office and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

4. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. CONTRACTOR STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California Complete Count – Census 2020 or the State of California.

6. COPYRIGHT

All rights in copyright works created by the Contractor in the performance of work under this contract are the property of the State.

7. INSURANCE REQUIREMENTS

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor and/or Permittee's obligations under the contract.

- 8) Satisfying a SIR – All insurance policies required by this contract/permit must allow the State to pay and/or act as the Contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion.
- 9) Available Coverages/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.
- 10) Subcontractors – In the case of Contractor and/or Permittee’s utilization of subcontractors to complete the contracted scope of work, Contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee’s insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

B. Insurance Requirements: The Contractor shall furnish to the State evidence of the following required insurance:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than one-million dollars (\$ 1,000,000.00) per occurrence and two-million dollars (\$ 2,000,000.00) aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

The policy must include the following additional ensured designation and endorsement:

“California Complete Count – Census 2020, State of California, its officers, agents, and employees are included as additional insureds, but only with respect to work performed under this contract.”

The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time)
- 3) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who shall be engaged in the performance of the Contract. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the

workers' compensation policy shall contain a waiver of subrogation in favor of the State (Census). A waiver of subrogation in favor of the State of California shall be provided.

- 4) Professional Liability Contractors shall maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate covering any damages caused by negligent error, act, or omission. The policy's retroactive date shall be shown on the certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins. Contractor is responsible for maintaining continuous coverage for up to three (3) years after the notice of completion of the contract.

Subsequent renewals of the insurance certificate shall be sent to CCC Office , c/o Census, Attn: Sara Murillo, 400 R Street, Suite 359, Sacramento, California 95811. This name and address shall appear on the certificate as the certificate holder.

8. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

9. POLITICAL REFORM ACT

The Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Exhibit D, Attachment 2. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

10. SETTLEMENT OF DISPUTES

In the event of a dispute, the Contractor shall file a written dispute notice with the State Contract Manager within ten (10) State business days after discovery of the problem. Pending resolution of any dispute, the Parties shall continue to perform under this Agreement, and Contractor shall diligently continue all work and comply with all of the State Contract Manager's orders and directions.

A. The written dispute notice shall contain the following information:

- 1) The decision under dispute;
- 2) The reason(s) the Contractor believes the decision in dispute to have been in error (if applicable, reference pertinent Agreement provisions);
- 3) Identification of all documents and substance of all oral communications that support the Contractor's position; and
- 4) The dollar amount in dispute, if applicable.

B. Upon receipt of the written dispute notice, the State Contract Manager will examine the matter and issue a written decision to the Contractor within ten (10) State business days. The decision shall contain the following information:

- 1) A description of the dispute;

- 2) A reference to pertinent Agreement provisions, if applicable;
 - 3) A statement of the factual areas of the agreement or disagreement; and
 - 4) A statement of the representative's decision with supporting rationale.
- C. The decision of the State Contract Manager shall be final unless, within thirty (30) calendar days from the date of the receipt of the State Project Director's decision, the Contractor files with the State a notice of appeal addressed to:
- California Complete Count Census 2020
Attn: Director
400 "R" Street, Suite 350,
Sacramento, CA 95811

The decision of the Director or the Director's designee shall be final.

11. ENTIRE AGREEMENT

This Agreement (including the Exhibits and documents incorporated into this Agreement by reference) is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior contracts or prior representations, oral or written, between the Parties relating to the subject matter of this Agreement.

12. INCOMPATIBLE ACTIVITIES & STATEMENT OF ECONOMIC INTEREST FORM 700

- A. The County Employee is subject to the following incompatible activities provision of Government Code section 1126 during the term of this Agreement:
- "(a) Except as provided in Section 1128 and 1129, a local agency officer or employee shall not engage in any employment activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b)."
- B. Any employment or other arrangement for compensated services by a county employee performing services pursuant to this agreement with a community-based organization or media service during the performance of this contract, shall be deemed an incompatible activity within the meaning of Government Code section 1126, subdivision (a), and is prohibited during the term of this Agreement.
- C. The Contractor staff is subject to the State's conflict of interest laws, and as such will be required to complete the Statement of Economic Interests, Form 700, prior to performing any work under this Agreement, on an annual basis thereafter, and

within 30 days of leaving office: <http://www.fppc.ca.gov/Form700.html>. In addition, upon Agreement award and every two (2) years thereafter, Contractor staff shall complete the State's online Ethics Training Course, as maintained by the California Office of the Attorney General, and submit the certificate of completion to the State Project Director or designee.

13. DATA SECURITY

Contractor will be required to sign a data security policy prior to uploading any data and/or documents into SwORD. Contractor shall provide the signed policy to the CCC Office within ten days (10) of receiving the document and request for signature.

14. PROTECTION OF STATE FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL AND OTHER DATA

All financial, statistical, personal, technical, and other data and information relating to the State's operation that are designated confidential by the State and made available to County employee(s) in order to perform under this Agreement, or which become available to County employee(s) in performing under this Agreement, shall be protected by the Contractor and the County employee(s) from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor and the County employee(s). If the methods and procedures employed by the Contractor and the County employee(s) for the protection of the Contractor's and County employee(s)' data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State to carry out the intent of this paragraph. The Contractor and the County employee(s) shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor or County employee(s)' possession, is independently developed by the Contractor or the County employees outside the scope of this Agreement, or is rightfully obtained from third parties

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Attachment I



California Complete Count - Census 2020
400 "R" Street, Suite 359
Sacramento, CA 95811

Dear Director Katague,

The purpose of this letter is to inform the California Complete Count Census 2020 (CCC Office) that _____ County elects to opt-in to the County-Optional Outreach Agreement (herein referred to as the Outreach Agreement) for fiscal year (FY) _____. By choosing to participate in the Outreach Agreement, _____ County agrees to perform all of the following requirements, as defined in EXHIBIT A, Statement of Work:

- Prepare a board resolution, order, motion, ordinance or similar document authorizing the County to enter into this Agreement.
- Prepare a Strategic Plan.
- Participate in a monthly in-person meeting or call with the assigned State Regional Program Manager
- Prepare quarterly written reports.
- Prepare an Implementation Plan.
- Prepare a Final Report.

_____ County agrees that by choosing to opt-in and participate in the Outreach Agreement, the county will contract with the Census Office in good faith to use State funding to conduct outreach activities to promote the 2020 Census. In addition, _____ County agrees to conduct post enumeration outreach activities after April 1, 2020, if the Census Office determines that post-enumeration outreach is needed.

The County Opt-In Letter must be received by the Census Office on or before **February 8, 2019**.

Signature of Authorized County Representative

Date

Print Name

Title

Attachment II



CENSUS 2020 COUNTY FUNDING ALLOCATION TABLE

County	Allocation
Alameda	\$843,249
Alpine	\$25,000
Amador	\$50,000
Butte	\$133,958
Calaveras	\$50,000
Colusa	\$25,000
Contra Costa	\$362,605
Del Norte	\$50,000
El Dorado	\$100,000
Fresno	\$1,088,443
Glenn	\$50,000
Humboldt	\$100,000
Imperial	\$284,435
Inyo	\$25,000
Kern	\$852,723
Kings	\$121,055
Lake	\$75,000
Lassen	\$50,000
Los Angeles	\$9,393,090
Madera	\$133,610
Marin	\$100,000
Mariposa	\$25,000
Mendocino	\$75,000
Merced	\$289,390
Modoc	\$25,000
Mono	\$25,000
Monterey	\$401,996
Napa	\$100,000
Nevada	\$75,000

County	Allocation
Orange	\$1,555,519
Placer	\$100,000
Plumas	\$25,000
Riverside	\$1,210,891
Sacramento	\$862,308
San Benito	\$75,000
San Bernardino	\$1,482,128
San Diego	\$1,565,350
San Francisco	\$546,212
San Joaquin	\$474,168
San Luis Obispo	\$100,000
San Mateo	\$228,835
Santa Barbara	\$354,319
Santa Clara	\$963,854
Santa Cruz	\$111,586
Shasta	\$100,000
Sierra	\$25,000
Siskiyou	\$50,000
Solano	\$145,572
Sonoma	\$100,000
Stanislaus	\$318,521
Sutter	\$86,138
Tehama	\$75,000
Trinity	\$25,000
Tulare	\$582,714
Tuolumne	\$75,000
Ventura	\$288,754
Yolo	\$127,079
Yuba	\$100,000

Total County Funding	\$26,683,500
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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: 9
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Informational Only

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:

Michael Gossman, 565-2341

Supervisorial District(s):

All

Title: Recovery Update

Recommended Actions:

Receive an update on the status of recovery operations, planning and seeking of funding opportunities following the October 2017 Sonoma Complex Fires.

Executive Summary:

The aftermath of the October 2017 Sonoma Complex Fires presents ongoing risks to the residents, property, and environment of Sonoma County. Office of Recovery and Resiliency staff provides the Board regular updates on recovery efforts, including building permits; external funding and grant efforts; and relevant legislation.

Discussion:

In the early morning hours of October 9, 2017, County staff activated the Emergency Operations Center in response to the Sonoma Complex Fires, which eventually burned 173 square miles and destroyed over 7,000 structures, including 5,143 homes. On December 19, 2017, the Board of Supervisors established the Office of Recovery and Resiliency (Office) with the mission to develop a strategy that addresses the immediate and long-term recovery and resiliency efforts needed to help Sonoma County rebuild and recover from the wildfires. This Office continues to actively pursue recovery efforts, and to work with other County departments, agencies, and districts to assist Sonoma County residents in the process of rebuilding.

In an effort to keep the Board and community informed about the County's recovery efforts, the Office prepares a standing agenda item for each Board meeting, typically included on the consent calendar. This update includes information on: Ongoing Recovery Efforts; Housing; Recovery Related External Funding Opportunities; and other items of interest.

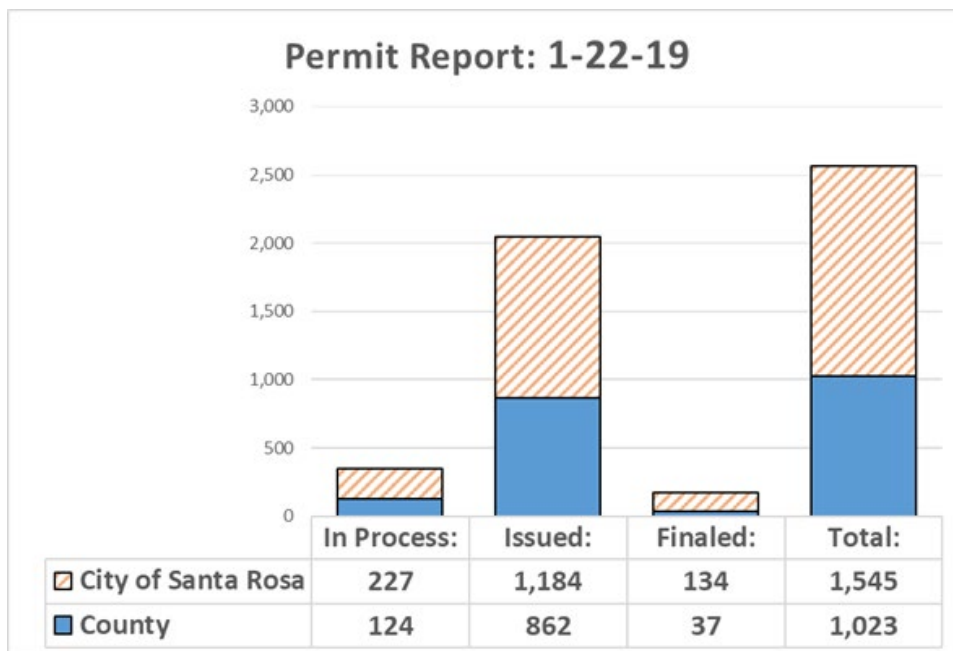
1. Ongoing Recovery Efforts

A. Debris Removal

The U.S. Army Corps of Engineers in May 2018 concluded the Government-Sponsored Debris Removal Program in Sonoma County on 3,674 participating properties and stopped accepting new debris removal complaints. If property owners require additional clarification specific to the Government-Sponsored Debris Removal Program, they can contact the California Office of Emergency Services Recovery Section at 916-845-8200. If property owners have any other questions or concerns, they can contact Sonoma County’s Office of Recovery and Resiliency at 707-565-1222.

Over-Excavation Program: The California Office of Emergency Services on December 14, 2018, concluded the program that addressed over-excavation issues that occurred during the Government-Sponsored Debris Removal Program. Owners of 722 properties in Sonoma County requested site assessments by the September 21, 2018 deadline; 381 properties were ruled eligible and backfilled by the Cal OES contractor to appropriate elevations; 341 properties were ruled ineligible for the program.

2. Housing



A. Rebuilding Permits

1. The County has issued 862 building permits for homes as of January 22, 2019; 124 permits are in process; 37 homes have been finished. For the latest numbers, go to <http://sonomacounty.ca.gov/PRMD/Performance-Data/Rebuilding-Permits-Data/>
2. City of Santa Rosa has issued 1,184 building permits for homes as of January 22, 2019; 227 permits are in process; 134 homes have been finished. For latest numbers, go to <https://www.srcity.org/2675/Rebuilding>

B. Resiliency Permit Center

Permit Sonoma established a Resiliency Permit Center providing expedited comprehensive permitting and inspection services for those who lost homes in the fires and their representatives dealing with reconstruction of approximately 3,000 residential structures destroyed or damaged by the Sonoma Complex Fire. Services at the Resiliency Permit Center began February 13, 2018. In 2018, the Resiliency Permit Center issued more than 750 permits. This includes about 700 single-family homes, 60 accessory dwelling units, and 14 multifamily buildings. In 2019, the scope of services will remain substantially the same, with minor changes to improve operations based on staff's experience over the last year. Additionally, the Resiliency Permit Center will provide, free of charge, a general review of bid proposals to fire survivors to help them determine where scope and pricing are appropriate.

3. **Recovery-Related External Funding Opportunities**

A. FEMA Public Assistance

The Disaster Finance Team (consisting of participants from the Auditor-Controller Treasurer-Tax Collector, County Administrator's Office, and County Counsel) is working with FEMA and Cal OES on 22 project worksheets to claim reimbursement for response and recovery costs associated with the October 2017 fires, as well as repair/replacement costs for damages sustained to County property that are not covered by the County's insurance policies. These claims are being submitted through the FEMA Public Assistance Program.

As of December 31, 2018, the Disaster Finance Team estimates the County's total disaster related costs qualifying for FEMA's Public Assistance Program will be approximately \$37 million, of which we anticipate the County will be reimbursed approximately \$36 million over the next 2 to 5 years. FEMA has obligated 17 of the 22 projects and the County has been reimbursed \$10 million to date (\$9.1 million in expedited reimbursement funding, \$345,000 for Cal OES only projects, and \$585,000 for permanent projects managed by Regional Parks and Transportation and Public Works).

The Disaster Finance Team is in the process of collecting and reviewing supporting documentation for approximately \$13 million (\$7.8 million paid out) in Mutual Aid/Assistance provided by 85 law enforcement agencies, 17 EMMA jurisdictions, 12 shelters, and 12 agencies through the Department of Health during the fires and continues to work with FEMA, CAL-OES and County Departments to finalize the remaining 5 project worksheets. Claims for reimbursement will be filed with FEMA as additional disaster related costs are incurred and documentation is compiled. The Disaster Finance Team is also in the process of reviewing labor reports and personnel activity logs, and working with County Departments to reconcile approximately \$6 million in fire related labor costs that may be eligible for reimbursement.

B. County Appealing FEMA Infrastructure Denial

The County is appealing the partial denial by FEMA and the California Office of Emergency Services of a project that requests reimbursement for damages to Sonoma County infrastructure caused by the 2017 wildfires and subsequent debris removal. The project consists of damage to curbs, gutters, sidewalks, and County roads traveled by Private Property Debris Removal (PPDR) operation trucks, with estimated costs totaling \$21,535,692.

On August 3, 2018, FEMA issued a partial determination for this project, approving only \$3,110,275 of the over \$21 million requested by the County. The County appealed through Cal OES on October 10, 2018. On December 6, 2018, Cal OES concluded its analysis of the project and recommended that FEMA deny the appeal, with the exception of an additional \$7,443 in funding related to gutter repair.

The County continues to appeal and is expecting a response to the appeal from FEMA within the next 60 days. County staff will continue to work through the process with Cal OES and FEMA while keeping your Board and our State and Federal delegation members informed.

C. Community Development Block Grant – Disaster Recovery

Announcement of \$212 Million: U.S. Department of Housing and Urban Development (HUD) announced on April 10, 2018, that California would be receiving \$212 million to support long-term disaster recovery through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program, including \$124 million for unmet disaster recovery needs, and \$88 million for preparedness and mitigation. The Federal Register governing the \$124 million portion for unmet disaster recovery needs was issued on August 20, 2018.

Requirements of \$124 Million: At least 80% of the allocation (\$99 million) must address unmet disaster needs within the HUD-identified most impacted and distressed areas identified as: Sonoma and Ventura Counties, and zip codes 93108, 94558, 95422, 95470, and 95901. Funds must primarily address unmet housing needs. The California Department of Housing and Community Development (HCD), as Grantee and receiver of the funds, has drafted an Action Plan that has been submitted to HUD. The Action Plan details the proposed use of all funds. HCD has assessed community impacts and unmet needs to guide the development and prioritization of planned recovery activities, of which 70% must be used to support activities benefitting low- and moderate- income persons.

Status of \$124 Million Unmet Disaster Needs Funding: HCD held two public meetings in Santa Rosa, on October 2 and on November 26, first to introduce the draft action plan and second to receive initial comments before finalizing and submitting its Action Plan. HCD's proposed Action Plan includes a budget of \$47.6 million for an owner-occupied housing program, \$66.7 million for a multifamily housing program, \$3.5 million for a FEMA PA match program, and \$6.2 million for administration.

The owner-occupied program is proposed to be a Statewide program by HCD. HCD will release a Survey to help finalize the owner-occupied program prior to opening up the application process. The multi-family program will have funds allocated directly to the local

jurisdiction. This allocation is proportionate to the number of Low and Moderate Income renters within the disaster areas of each jurisdiction. As proposed, Sonoma County would receive \$4,698,809 and the City of Santa Rosa would receive \$38,469,772.

The Office of Recovery and Resiliency and the Community Development Commission, along with other community partners, are continuing to collaborate with HCD regarding the proposed programs for the action plan to align eligible unmet needs found throughout the County with the ultimate use of the funds.

Status of \$88 Million for Preparedness and Mitigation Funding: HUD to develop and finalize the rules and publish in the Federal Register in order to begin the funding cycle.

D. FEMA Hazard Mitigation Grant Program

Hazard Mitigation Grant Program (HMGP) for DR-4344 and DR-4353: The October 2017 fires are known as DR-4344, and the December 2017 Southern California fires are known as DR-4353. Both became Presidential Disaster Declarations, and as a result they generated Federal Emergency Management Agency (FEMA) HMGP funding. DR-4344 had \$333 million in HMGP available statewide, with applications due July 2 and September 4. DR-4353 had \$56 million in HMGP available statewide, with applications due September 4. County Departments and Districts submitted 20 grant applications to the California Office of Emergency Services (Cal OES) for this program. The County's submitted HMGP applications are summarized below.

DR-4344 Round 1 HMGP Applications - Submitted on July 2

- 8 applications submitted
 - \$17.4 million in total project costs (\$13.1 million in federal share, \$4.3 million in local match). \$500,000 in general fund match.
 - Applications submitted by Community Development Commission (1), General Services (1), Sonoma County Water Agency (3), and Transportation and Public Works (3)

DR-4353 HMGP Applications – submitted on September 4

- 1 application submitted
 - \$850,000 in total project cost (\$637,500 in federal share, \$212,500 in local match). \$212,500 in general fund match.
 - Application submitted by Fire and Emergency Services (1)

DR-4344 Round 2 HMGP Applications – submitted on September 4

- 11 applications submitted
 - \$21.4 million in total project costs (\$16 million in federal share, \$5.4 million in local match). \$4.5 million in general fund match.
 - Applications submitted by Fire and Emergency Services (1), General Services (1), Information Systems Department (1), Regional Parks (1), Permit Sonoma (4), Sonoma Water (1), and Transportation and Public Works (2)

The next steps are for Cal OES to complete its review of the applications and determine which to submit to FEMA for review and final approval. All projects receiving HMGP funding must be completed within three years from the date of award.

E. CAL FIRE Grants

On December 19, 2018, the County submitted a grant application to CAL FIRE for the “Fine-Scale Decision Support Data Toolkit to Accelerate the Scale and Pace of Hazardous Fuel Reduction”. Permit Sonoma, Fire Prevention Division is the lead in partnership with Pepperwood Preserve. The purpose of the project is to help reduce losses of lives and property in Sonoma County by:

1. Creating and using a new, science-based decision support *Toolkit* to assist with fire management planning.
2. Providing FireWise program and chipper support to private landowners with identified high fuels treatment needs.
3. Conducting pilot implementation projects on Regional Parks to refine and demonstrate *Toolkit* functionality.

The total project cost is \$785,558: CAL FIRE, \$710,683 and Match, \$74,875.

4. **Other Items of Interest**

A. Forest Stewardship Summit

On January 11, 2019, the Office of Recovery & Resiliency convened an event at the Laguna de Santa Rosa Foundation to kick off a campaign to increase the pace, scale and effectiveness of management on public and private forest lands to reduce wildfire hazards, benefit life safety and ecosystem services, and improve landscape resiliency. Approximately 70 people with wide-ranging affiliations participated. This is a key step in creating a “network of networks” that will pursue aligned and connected efforts at the local, regional and state scales. The event included several speakers invited to raise awareness about current and pending government policies, initiatives, regulations, programs and funding. A dozen mini-presentations were also shared to describe ongoing efforts and ideas from landowners, local organizations, researchers, and investors. County staff helped facilitate discussion groups to receive input, and an online survey is collecting information that will be reported up to the Northern Regional Prioritization Working Group of the Governor’s Forest Management Task Force. The presentation materials will be accessible at <http://sonomacounty.ca.gov/ORR/>.

B. Hazardous Tree Removal

On January 8, 2019, your Board approved a construction contract for the removal of approximately 240 fire-damaged trees located on private property near the public right-of-way, which were identified as "extreme" or "high" risk to public safety. Forty-nine of the hazard trees to be removed have been requested by the California Department of Fish and Wildlife (CDFW) for riparian habitat restoration. All trees to be removed under this contract are located on properties for which property owners have executed right-of-entry permits granting access to perform the proposed work.

County crews and contractors previously removed trees that posed an "imminent" threat to road use, and a professional arborist consultant identified fire damaged trees that posed “extreme” or “high” risks along approximately 90 miles of roads in burned areas of the County. On October 16, 2018, your Board approved a construction contract for removal of

these trees, stump grinding, pruning limbs and disposing of previously felled trees, located in the public right-of-way. This work began December 10, 2018.

Prior Board Actions:

Regular Recovery Updates have been provided to your Board since November 2017.

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

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

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

Narrative Explanation of Fiscal Impacts:

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): County Counsel

Staff Name and Phone Number:

Aldo R. Mercado (707) 565-2421

Supervisorial District(s):

Fifth

Title: Correction to Sea Ranch/Burbank Affordable Units

Recommended Actions:

Authorize the Chair to execute an amendment to a previously recorded Corrected Assignment and Release Agreement ("Recorded Agreement") to (1) clarify that the Affordable Housing Obligation as defined by the Recorded Agreement only applies to the forty-five affordable units owned by Burbank Housing Sea Ranch Corporation and identified in the Recorded Agreement and that the remainder of the Sea Ranch subdivided lots are released from that specific obligation, but not from any other affordable housing obligation; and (2) make minor clerical corrections to the Recorded Agreement.

Executive Summary:

In 2015, your Board approved settlement agreement between the Homeowners Association and the operator that reduced the Homeowners Association (HOA) dues and privileges for the affordable units, provided that the County assigned all responsibility for the affordable housing obligations to the 45 lots. This agreement was memorialized in the Amendment to Memorandum of Recording of Assignment and Release recorded on December 15, 2015 as Document Number 2015106587 ("Recorded Agreement"). Subsequently, representatives of owners of Sea Ranch properties, other than the 45 lots identified in the Recorded Agreement as affordable units, have raised concerns that the Recorded Agreement shows up in title reports and creates difficulty when the owners wish to sell their lots. Accordingly, the representatives of the parties to the Recorded Agreement have prepared the proposed Amendment to the Recorded Agreement to clarify and confirm that the Affordable Housing Obligation, as defined in the Recorded Agreement, only ever encumbered the 45 affordable lots. Under the proposed amendment, lots at The Sea Ranch, other than the 45 affordable lots, are released from the Affordable Housing Obligation as defined by the Recorded Agreement, but not from any other affordable housing obligation.

Discussion:

Forty-five affordable housing units currently exist within The Sea Ranch, along the County's northern coast. In 1982 the Board of Supervisors adopted an amendment to the Local Coastal Plan to allow an

additional 300 residential units and 100 lodge units within The Sea Ranch, on the condition that 15 percent of the residential units are affordable units. A Precise Development Plan, a Subdivision Agreement, a Declaration of Annexation and Tentative and Final Maps were subsequently approved for creation of the new residential lots, including the required forty-five affordable residential units. The forty-five affordable units were designated to be located on individual lots within Unit 35-D of The Sea Ranch.

All of the new units, including both the market-rate and the affordable units, were made subject to The Sea Ranch covenants, conditions, restrictions and rules, including requirements for uniform payment of homeowner association dues. In 1993, Burbank Housing Sea Ranch Corporation (BHSRC) incorporated, and it now owns and operates the affordable units. BHSRC operates the affordable units under strict regulatory and funding requirements, including fixed limits on allowable rents.

Over the years, the costs of maintaining the units and the homeowner association dues have increased substantially to the point that BHSRC could no longer maintain and operate the units with the income received from the restricted rents. Many of the affordable units fell into disrepair, but the financial burden of the increasing association dues rendered BHSRC unable to obtain the financing required to rehabilitate the units and continue their operation.

Ultimately, in February 2013, BHSRC defaulted on the payment of the homeowner association dues and The Sea Ranch Association subsequently filed suit. Although required by the conditions of approval for the expansion of The Sea Ranch, the affordable units were at significant risk. The default also placed BHSRC in a precarious financial position, risking its credit ratings and its ability to raise funds for continued operation of affordable housing.

Over the course of many years, numerous meetings were hosted by the district Supervisor and staff in an attempt to resolve the issue with the overall goal of reducing the homeowner association dues to a level that could be financially sustainable. If the dues were reduced, it was determined that BHSRC would be able to qualify for loans and tax credits to rehabilitate the units and continue operations.

After extensive negotiations between The Sea Ranch Association and BHSRC, a settlement agreement was reached. The settlement was conditioned upon the County accepting: (a) assignment of all responsibility for provision of affordable housing to the forty-five units owned by Burbank Housing Sea Ranch Corporation; and (b) the corresponding release of the remainder of The Sea Ranch subdivided lots from any responsibility for provision of the 45 affordable units.

The settlement was memorialized, and later corrected to address clerical errors in the Corrected assignment and Release Agreement, recorded on February 3, 2016 as Document Number 2016008233, O.R. Sonoma County. However, owners of properties not designated as affordable housing claim that the Recorded Agreement has impaired their ability to sell their properties. Staff believes that title companies could misunderstand the scope of the Recorded Agreement and what is or is not released for the different parcels. As such the attached proposed amendment has been negotiated by the parties. The Sea Ranch HOA and Burbank Housing have approved the proposed amendment, and seek your Board's concurrence. In order to provide clarity to the parties, title companies, and the public regarding the terms of the original settlement, the proposed amendment will clarify and confirm that only the 45

identified affordable housing units are burdened by the Affordable Housing Obligation as defined in the Recorded Agreement, and other lots at The Sea Ranch are released from that particular obligation. The proposed amendment also makes minor clerical corrections to the Recorded Agreement, including relocating pages that were inadvertently placed in the wrong section of the Recorded Agreement. Staff recommends that your Board approve the proposed amendment, and that the Chair of the Board be authorized to execute it, and for staff to take any other necessary steps to effectuate recordation of the amendment. If approved, the Amendment to Corrected Assignment and Release will be recorded against the 45 affordable housing lots and all other remaining lots in the Sea Ranch Subdivision. Potential savings by alleviating or reducing staff time spent explaining to title companies and property owners what the terms of the Recorded Agreement mean and were intended to accomplish.

Prior Board Actions:

- February 3, 2016 – Document No. 2016008233 Corrected Assignment and Release
- December 15, 2015- Document No. 2015106587 Amendment to Memorandum of Recording of Assignment and Release
- July 21, 2015 – Resolution No. 15-0287 Authorizing the Chair to execute an Assignment and Release Regarding Affordable Housing Obligations in The Sea Ranch
- November 3, 1987 – Amended Subdivision Agreement
- April 22, 1985 – Subdivision Agreement
- January 4, 1984 – Resolution No. 84-29 approving the tentative map for Units 34 and 35
- July 7, 1982 – Resolution No. 72194 amending the Precise Development Plan
- April 1982 – Resolution No. 71611 Amended Local Coastal Plan to allow 300 units and 100 lodge units with 15 percent affordable units

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

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Proposed Amendment			
Related Items “On File” with the Clerk of the Board:			
February 3, 2016 – Document No. 2016008233 Corrected Assignment and Release December 15, 2015- Document No. 2015106587 Amendment to Memorandum of Recording of Assignment and Release.			

Amendment to Assignment and Release

By and Between The Sea Ranch Association, the Burbank Housing Sea Ranch Corporation, and the County of Sonoma

This Amendment to Assignment and Release ("Agreement") is entered into by and between the Sea Ranch Association, a California Nonprofit Mutual Benefit Corporation and Common Interest Development ("TSRA"), the Burbank Housing Sea Ranch Corporation, a California Nonprofit Mutual Benefit Corporation ("BHSRC"), and the County of Sonoma ("County") (all jointly the "Parties").

RECITALS

- A. WHEREAS, on December 15, 2015, the following document was recorded in Sonoma County at Official Record Number 2015106587: "AMENDMENT TO MEMORANDUM OF RECORDING OF ASSIGNMENT AND RELEASE [Companion to the TSRA/BURBANK Consent Decree for the Public Policy Reconciliation and Restatement of Member Rights and Duties] By and Between The Sea Ranch Association, the Burbank Housing Sea Ranch Corporation, and the County of Sonoma," ("Assignment and Release"); and
- B. WHEREAS, Section IV, "Recordation," and Appendix C and Appendix D of the Assignment and Release identified properties against the title of which the Assignment and Release was to be recorded; and
- C. WHEREAS, the Assignment and Release was administratively amended to correct the omission of the names of owners of property listed in Appendix C to that document, and the corrected document was re-recorded in Sonoma County at Official Record Number 2016008233 on February 3, 2016, ("Corrected Assignment and Release") (a copy of the Corrected Assignment and Release is attached to this Agreement); and
- D. WHEREAS, the Corrected Assignment and Release was recorded to include a chart ("Chart") identifying the omitted names of owners of the properties listed in Exhibit C to the Assignment and Release. The Chart was inadvertently placed in the Corrected Assignment and Release immediately after Appendix D, instead of immediately after Appendix C. This placement of the Chart has the potential to create confusion because the Chart supplements Appendix C, not Appendix D of the Corrected Assignment and Release; and

- E. WHEREAS, the Parties desire to clarify the proper placement of the Chart identifying the names of owners of properties listed in Appendix C of the Corrected Assignment and Release; and
- F. WHEREAS, the Parties also desire to provide legal descriptions clarifying the properties identified in Appendix C of the Corrected Assignment and Release; and
- G. WHEREAS, the Parties to the Corrected Assignment and Release further desire to affirm that the “Affordable Housing Obligation,” as defined at page 2, Section I. A of that document (“Affordable Housing Obligation”) is solely assigned to the forty-five lots described at Appendix D to the Corrected Assignment and Release (“Forty-Five Affordable Lots”), and that all other lots at The Sea Ranch (including the existing lots described in **Exhibits 1 and 2** of this Agreement plus any other lands in The Sea Ranch that may be subdivided into residential lots in the future (collectively the “Other Lots”), as well as The Sea Ranch Association itself, have been expressly released in perpetuity from the Affordable Housing Obligation (to the extent it ever applied to them). This Corrected Assignment and Release does not apply to, satisfy, or release any of the Other Lots in The Sea Ranch from any future obligation(s) that may arise under law to provide for affordable housing, including development approvals; and
- H. WHEREAS, the Parties intend that all terms of the Corrected Assignment and Release that are not modified by this Amendment remain unchanged and in full force and effect,

NOW THEREFORE, to assure the Parties that their intent in executing the Assignment and Release, as corrected by the Corrected Assignment and Release, is fully realized, and to additionally provide clarity to the public concerning the effect of the Assignment and Release, and for other good and valuable consideration, the Parties agree as follows:

1. The Assignment and Release, as corrected by the Corrected Assignment and Release, is amended to relocate the Chart identifying the omitted names of owners of the properties listed in Appendix C, from immediately after Appendix D to immediately after Appendix C. The Chart supplements information in Appendix C, not Appendix D.
2. Immediately following the relocated Chart, Appendix C is further amended by adding the legal descriptions attached to this Amendment as **Exhibit 1**. The legal descriptions at **Exhibit 1** clarify the identity of the properties identified by Appendix C.
3. Section IV of the Assignment and Release, as corrected by the Corrected Assignment and Release, entitled, “Recordation,” is hereby amended to add the following paragraph:

“C. As of the PPRR Effective Date, this Assignment and Release shall also be recorded against the title of all property owned by TSRA or its members, not already described in paragraphs A or B of this Section IV, and as more particularly described in Appendix E, attached hereto, as covenants running with the land, enforceable by the PARTIES and their successors. The expense of recording shall be shared by the PARTIES.”

4. The Assignment and Release, as corrected by the Corrected Assignment and Release, is further amended to add as Appendix E the legal description of those Other Lots provided at **Exhibit 2** to this Amendment.
5. Except for the provisions specifically changed, added, or deleted by this Amendment, the Parties agree that the terms and conditions of the Assignment and Release, as corrected by the Corrected Assignment and Release, remain unchanged and in full force and effect.
6. This Agreement may be executed in counterparts.

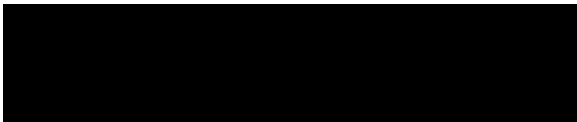
The parties hereby execute and adopt this Assignment and Release:

The Sea Ranch Association:



Tim Fulkerson
Chair, TSRA Board of Directors

Dated: 8/24/2018



Frank M. Bell
TSRA Community Manager
The Sea Ranch Association
P.O. Box 16
The Sea Ranch, CA 95497-0016
Email: fbell@tsra.org
Tel 707.785.2444 | Fax 707.785.3555

Dated: 8/24/2018

Burbank Housing Sea Ranch Corp.:

By: _____

Duane Hartley
Chair, BHSRC Board of Directors

Dated:

By: _____

Lawrence Florin
BHSRC Executive Director
Burbank Housing Sea Ranch Corp.
790 Sonoma Avenue
Santa Rosa, CA 95404
Email: lflorin@burbankhousing.org
Tel: 707-526-9782 | Fax 707.526.9811

Dated:

Approved as to Form:

Dated: 8/25/18



John R. Shordike
Attorney for The Sea Ranch Association

Approved as to Form:

Dated:

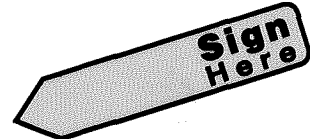
James L. Beyers
Attorney for Burbank Housing Sea Ranch Corp.

County of Sonoma:

By: _____

James Gore
Chair, Board of Supervisors

Dated:



ATTEST:

Clerk of the Board of Supervisors

Dated:

Approved as to Substance:

By: _____

County of Sonoma
Permit & Resource Management Department
2550 Ventura Ave.
Santa Rosa, CA 95403

Dated:

Approved as to Form:

By: _____

Aldo R. Mercado
Deputy County Counsel

Dated:

Exhibit 1 to Agreement

Legal Description of The Released Property (New Appendix C to the Corrected Assignment and Release)

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 18 Tract No. 389", filed for record September 5, 1967 in Book 118 of Maps, at Pages 48 through 51, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 19 Tract No. 395", filed for record January 25, 1968 in Book 121 of Maps, at Pages 10 through 14, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 11-B, Tract No. 701, filed for record August 6, 1985 in Book 375 of Maps, at Pages 3 through 5, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 34-B, Tract No. 725, filed for record April 27, 1987 in Book 396 of Maps, at Pages 8 through 10, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 34-C, Tract No. 706, filed for record April 6, 1987 in Book 396 of Maps, at Pages 3 through 4, Sonoma County Records.

Lots 1 through 30 and 76 through 82 (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 35-D, Tract No.690, filed for record November 4, 1985, in Book 378 of Maps, at Pages 3 through 7, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 35-E, Tract No. 707, filed for record December 11, 1986 in Book 390 of Maps, at Pages 30 through 34, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 35-F, Tract No. 726, filed for record May 13, 1987 in Book 396 of Maps, at Pages 25 through 26, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 36-A, Tract No. 727, filed for record April 6, 1987 in Book 396 of Maps, at Pages 1 through 2, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 39, Tract No. 674, filed for record August 28, 1984 in Book 362 of Maps, at Pages 44 through 45, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 39-A, Tract No. 969, filed for record November 22, 1995 in Book 545 of Maps, at Pages 1 through 4, Sonoma County Records.

Exhibit 2 to Agreement

Legal Description of Balance of The Released Property (New Appendix E to the Corrected Assignment and Release)

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 1, Tract No. 342", filed for record May 10, 1965 in Book 104 of Maps, at Pages 5 through 8, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 2, Tract No. 359", filed for record November 12, 1965 in Book 105 of Maps, at Pages 25 through 27, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 3, Tract No. 357", filed for record November 26, 1965 in Book 105 of Maps, at Pages 32 through 35, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 4, Tract No. 363", filed for record April 7, 1966 in Book 107 of Maps, at Pages 22 through 23, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 5, Tract No. 369", filed for record July 26, 1966 in Book 113 of Maps, at Pages 1 through 3, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Record of Survey of Sea Ranch No. 6", filed for record April 7, 1966 in Book 110 of Maps, at Page 2, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 7, Tract No. 367", filed for record July 7, 1966 in Book 107 of Maps, at Pages 43 through 45, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 10 Tract No. 371", filed for record September 15, 1966 in Book 113 of Maps, at Pages 6 through 8, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 10-A, Tract No. 397", filed for record July 12, 1968 in Book 121 of Maps, at Pages 50 through 51, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 11, Parcel Map No. 2284", filed for record February 28, 1972 in Book 167 of Maps, at Page 36, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 11-A, Tract No. 452", filed for record January 11, 1974 in Book 200 of Maps, at Pages 47 through 49, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 11-B, Tract No. 701, filed for record August 6, 1985 in Book 375 of Maps, at Pages 3 through 5, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 12 Tract No. 385", filed for record April 26, 1967 in Book 118 of Maps, at Pages 8 through 10, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 13 Tract No. 401", filed for record May 7, 1969 in Book 127 of Maps, at Pages 30 through 32, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 14 Tract No. 372", filed for record July 27, 1967 in Book 118 of Maps, at Pages 24 through 25, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 15 Tract No. 381", filed for record March 20, 1967 in Book 113 of Maps, at Pages 44 through 45, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "The Sea Ranch No. 17 Tract No. 384", filed for record April 3, 1967 in Book 118 of Maps, at Pages 1 through 3, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 18 Tract No. 389", filed for record September 5, 1967 in Book 118 of Maps, at Pages 48 through 51, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 18-A Parcel Map No. 1422", filed for record June 13, 1969 in Book 133 of Maps, at Page 3, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 19 Tract No. 395", filed for record January 25, 1968 in Book 121 of Maps, at Pages 10 through 14, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 20 Tract No. 398", filed for record July 8, 1968 in Book 121 of Maps, at Pages 47 through 49, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 21 Tract No. 396", filed for record May 29, 1968 in Book 121 of Maps, at Pages 39 through 44, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 24 Tract No. 400", filed for record November 4, 1968 in Book 127 of Maps, at Pages 9 through 14, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Record of Survey, the Sea Ranch No. 25 ", filed for record June 15, 1976 in Book 231 of Maps, at Pages 38 through 39, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Record of Survey, the Sea Ranch No. 25-A", filed for record June 15, 1976 in Book 231 of Maps, at Page 40, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof)) as shown and delineated upon the map entitled, "Sea Ranch No. 26" Tract No. 425, filed for record November 11, 1971 in Book 162 of Maps, at Pages 32 through 33, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 27 Tract No. 405", filed for record August 5, 1969 in Book 135 of Maps, at Pages 16 through 18, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 27-A Tract No. 411", filed for record June 4, 1970 in Book 139 of Maps, at Pages 43 through 45, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 28 Tract No. 409", filed for record March 20, 1970 in Book 139 of Maps, at Pages 16 through 22, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 29-A Tract No. 424", filed for record December 31, 1971 in Book 162 of Maps, at Pages 40 through 45, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 30 Tract No. 413", filed for record August 13, 1970 in Book 147 of Maps, at Pages 19 through 24, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 30-A Tract No. 417", filed for record December 22, 1970 in Book 151 of Maps, at Pages 9 through 13, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 30-B" Tract No. 459, filed for record February 20, 1975 in Book 215 of Maps, at Pages 48 through 49, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 30-C" Tract No. 460, filed for record February 20, 1975 in Book 215 of Maps, at Pages 50 through 51, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 31 Tract No. 406", filed for record October 29, 1969 in Book 135 of Maps, at Pages 43 through 46, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 34-A Tract No. 439", filed for record December 27, 1972 in Book 184 of Maps, at Pages 3 through 6, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 34-B, Tract No. 725, filed for record April 27, 1987 in Book 396 of Maps, at Pages 8 through 10, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 34-C, Tract No. 706, filed for record April 6, 1987 in Book 396 of Maps, at Pages 3 through 4, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 35-A, Tract No. 435, filed for record October 13, 1972 in Book 179 of Maps, at Pages 18 through 24, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 35-B, Tract No. 437, filed for record October 26, 1972 in Book 179 of Maps, at Pages 25 through 30, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 35-C, Tract No. 438, filed for record November 7, 1972 in Book 179 of Maps, at Pages 40 through 45, Sonoma County Records.

Lots 1 through 30 and 76 through 82 (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 35-D, Tract No. 690, filed for record November 4, 1985, in Book 378 of Maps, at Pages 3 through 7, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 35-E, Tract No. 707, filed for record December 11, 1986 in Book 390 of Maps, at Pages 30 through 34, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 35-F, Tract No. 726, filed for record May 13, 1987 in Book 396 of Maps, at Pages 25 through 26, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 36, Parcel Map No. 3391, filed for record October 30, 1972 in Book 181 of Maps, at Page 37, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 36-A, Tract No. 727, filed for record April 6, 1987 in Book 396 of Maps, at Pages 1 through 2, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 37, Tract No. 641, filed for record June 17, 1983 in Book 346 of Maps, at Pages 9 through 10, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 38, Tract No. 675, filed for record August 28, 1984 in Book 362 of Maps, at Pages 42 through 43, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 39, Tract No. 674, filed for record August 28, 1984 in Book 362 of Maps, at Pages 44 through 45, Sonoma County Records.

All lots (and any subsequent re-subdivision, adjustment or merger thereof) as shown and delineated upon the map entitled, "Sea Ranch No. 39-A, Tract No. 969, filed for record November 22, 1995 in Book 545 of Maps, at Pages 1 through 4, Sonoma County Records.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)

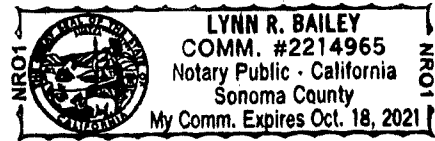
On August 24, 2018 before me, Lynn R Bailey, Notary Public,
(here insert name and title of the officer)

personally appeared Francis Murdoch Bell, Jr. (Frank M. Bell) and
Timothy Reed Fulkerson (Tim Fulkerson)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Amendment to Assignment and Release - Burbank containing 11 pages, and dated August 24, 2018.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____ Title(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry# _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)

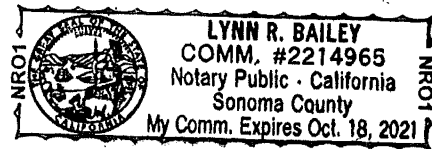
On August 25, 2018 before me, Lynn R Bailey, Notary Public,
(here insert name and title of the officer)

personally appeared John Rycout Shordike (John R. Shordike)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Amendment to Assignment and Release - Burbank containing 11 pages, and dated 8/24/2018.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____

“C. As of the PPRR Effective Date, this Assignment and Release shall also be recorded against the title of all property owned by TSRA or its members, not already described in paragraphs A or B of this Section IV, and as more particularly described in Appendix E, attached hereto, as covenants running with the land, enforceable by the PARTIES and their successors. The expense of recording shall be shared by the PARTIES.”

4. The Assignment and Release, as corrected by the Corrected Assignment and Release, is further amended to add as Appendix E the legal description of those Other Lots provided at **Exhibit 2** to this Amendment.
5. Except for the provisions specifically changed, added, or deleted by this Amendment, the Parties agree that the terms and conditions of the Assignment and Release, as corrected by the Corrected Assignment and Release, remain unchanged and in full force and effect.
6. This Agreement may be executed in counterparts.

The parties hereby execute and adopt this Assignment and Release:

The Sea Ranch Association:

Burbank Housing Sea Ranch Corp.:

By: _____

[Redacted Signature]

Tim Fulkerson
Chair, TSRA Board of Directors

Duane Hartley
Chair, BHSRC Board of Directors

Dated: _____

[Redacted Date]

[Redacted Signature]

By: _____

By: U

Frank M. Bell
TSRA Community Manager
The Sea Ranch Association
P.O. Box 16
The Sea Ranch, CA 95497-0016
Email: fbell@tsra.org
Tel 707.785.2444 | Fax 707.785.3555

[Redacted] Florin
BHSRC Executive Director
Burbank Housing Sea Ranch Corp.
790 Sonoma Avenue
Santa Rosa, CA 95404
Email: lflorin@burbankhousing.org
Tel: 707-526-9782 | Fax 707.526.9811

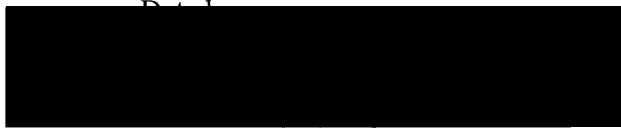
Dated: _____

Dated: 8-23-18

Approved as to Form:

Approved as to Form:

Dated:



John R. Shordike
Attorney for The Sea Ranch Association

James L. Beyers
Attorney for Burbank Housing Sea Ranch Corp.

County of Sonoma:

By: _____
James Gore
Chair, Board of Supervisors

Dated:

ATTEST:

Clerk of the Board of Supervisors

Dated:

Approved as to Substance:

By: _____

County of Sonoma
Permit & Resource Management Department
2550 Ventura Ave.
Santa Rosa, CA 95403

Dated:

Approved as to Form:

By: _____

Aldo R. Mercado
Deputy County Counsel

Dated:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

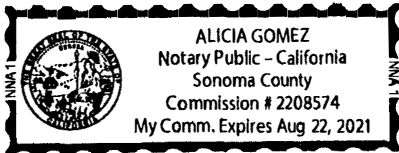
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)
On August 23, 2018 before me, Alicia Gomez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Duane Hartley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph



Signature [Redacted]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

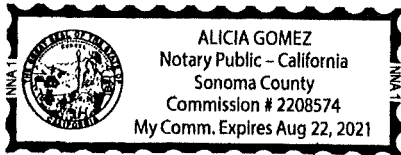
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma
On August 23, 2018 before me, Alicia Gomez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Lawrance Florin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Signature [Redacted]
Signature of Notary Public Alicia Gomez

Place Notary Seal Above

OPTIONAL^e

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma _____)

On August 27, 2018 before me, Laura Beyers, Notary Public
_____ and title of the officer)

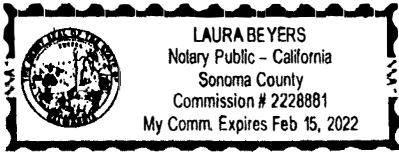
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)





County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): County Counsel

Staff Name and Phone Number:

Bruce Goldstein 565-2421

Supervisorial District(s):

Title: Contract to provide legal services to the North Coast Railroad Authority (NCRA) and authorize County Counsel to sign the agreement.

Recommended Actions:

Approve an agreement for Sonoma County Counsel to provide the North Coast Railroad Authority (NCRA) with legal services and authorize the County Counsel to sign the agreement.

Executive Summary:

The North Coast Railroad Authority (NCRA) needs legal counsel with experience in municipal law and has requested assistance from the Office of the Sonoma County Counsel. Under the proposed Legal Services Agreement, the Sonoma County Counsel's office will provide legal consulting services on a range of government law issues including real property, contracts and litigation.

Discussion:

The North Coast Railroad Authority (NCRA) was formed in 1989 by the California Legislature under the North Coast Railroad Authority Act (Government Code sections 93000, et seq.). The Act was intended to ensure continuation of railroad service on the Northwestern Pacific rail line. NCRA's stated mission is to provide a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region. Senate Bill 1029 changed this mission to provide a trail system to create the Great Redwood Trail. The Sonoma County Board of Supervisors appoints two members to the 9 member Board (seats currently held by Caryl Hart and Paul Kelley).

NCRA is in need of experienced counsel to assist with their ongoing operations and legal needs including defense of current litigation in the case of *Friends of the Eel River v. NCRA*. NCRA is retaining the Sonoma County Counsel, not any particular attorney. The contract is at County Counsel's normal billing rate (currently \$256 for FY 18/19) as adjusted annually.

The Office of the County Counsel does not carry malpractice insurance. Because County Counsel attorneys are county employees, any claims for recovery for negligence would be covered by the County's self-insurance program and governed by the provisions of the Government Code.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

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

Narrative Explanation of Fiscal Impacts:

Anticipate revenues of approximately \$25,000 for FY 18-19. Amount is within current budget's revenue estimates.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
Draft Legal Services Agreement
Related Items "On File" with the Clerk of the Board:

LEGAL SERVICES AGREEMENT

The North Coast Railroad Authority (“NCRA”) and the Office of the Sonoma County Counsel (“Counsel”) enter into this agreement for legal services which shall become effective on the date set forth in Section 1. Counsel is authorized to provide legal services upon NCRA’s request pursuant to Government Code sections 26520, 26529, and 27642. This Agreement is required by Business and Professions Code section 6148 and is intended to fulfill the requirements of that section.

1. Effective Date.

This Agreement shall be deemed effective as of January 15, 2019, upon its signature by both parties, and shall continue in effect until terminated as specified in Section 9.

2. Scope of Services.

The Office of the County Counsel will provide legal services upon request of the NCRA, such services to include legal research and advice; preparation of legal documents such as contracts; representation in negotiations; and attendance at public meetings. NCRA is retaining the Office of the County Counsel, not any particular attorney. Representation will also include substituting in as counsel of record in the current *Friends of Eel River v. NCRA* action. This Agreement excludes services for any matter in which NCRA is or will be seeking a permit, license, or other discretionary benefit from the Board of Supervisors or any other county board or commission.

3. Compensation for Services.

In consideration for Counsel’s performance, NCRA shall pay Counsel the amount determined to be the hourly cost to the County of Sonoma (“County”) of providing such service which is determined every fiscal year when County adopts its annual budget. Such amount may be adjusted annually as of July 1 to reflect the actual cost of providing such services. In addition, NCRA shall be billed for actual costs and reasonable expenses incurred by the Office of the County Counsel in providing service requested by NCRA. The hourly rate for services of County Counsel for FY 2018/2019 is \$256.00 per hour.

4. Billing and Payment.

Charges for services rendered pursuant to the terms and conditions of this Agreement shall be billed one month in arrears. Time will be billed in quarter-hour increments, rounded off for each particular activity to the nearest quarter-hour. The minimum charged for any particular activity will be one quarter hour. The time charged will include the time Counsel spends on telephone calls relating to NCRA matters, including calls with NCRA and other parties and attorneys. The legal personnel assigned to NCRA matters may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not

duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Counsel will charge for waiting time and for out of town travel time. Payment shall be made by the NCRA to Counsel at the address specified in Section 12 within thirty (30) days of the invoice date.

5. Authorized Representative of NCRA.

The parties understand that Counsel has been retained to represent the interests of the NCRA as a whole. In order to facilitate Counsel's representation of the NCRA, NCRA designates the Executive Director of NCRA, designated members of the Board of Directors, or the Director's designee, as authorized representatives to direct Counsel and to be the primary person to communicate regarding the subject matter of Counsel's representation under this Agreement. This designation is intended to establish clear lines of authority and to minimize potential uncertainty, but not to preclude communication between Counsel and other representatives of NCRA. Should NCRA desire to change the designated authorized representative, NCRA shall provide Counsel with written direction that designates the name of the individual(s) who shall act as the replacement authorized representative.

6. Responsibility of NCRA.

NCRA will be truthful and cooperative with Counsel and keep Counsel reasonably informed of all developments relevant to Counsel's legal representation under this Agreement.

7. Conflict of Interest.

No attorney shall be assigned to represent or advise NCRA on any matter in which that attorney has a personal financial interest. In the event a conflict arises during the course of representation, Counsel shall take such steps as might be necessary to provide NCRA with substitute Counsel.

8. Representational Conflicts.

NCRA understands that Counsel serves as the County of Sonoma's legal advisor and representative in all civil matters. Counsel also serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space, the Community Development Commission, and others (hereinafter referred to as "Related Public Entities"). In the past Counsel also served as attorneys for the Sonoma-Marin Area Rail Transit ("SMART"). If deemed necessary Counsel will obtain a conflict waiver from SMART before representing NCRA in a matter. In addition, Counsel may, upon request, represent local governmental entities that are distinct from County government, such as joint powers agencies and special authorities such as NCRA. From time to time, the interests of NCRA may potentially conflict with the interests of the County or Related Public Entities, such as in a situation where the NCRA and the County both require assistance of Counsel in negotiating a contract with each other. As required by the Rules of Professional

Conduct, Counsel will take all steps possible to safeguard the confidential information of NCRA in such situation. A copy of Counsel's internal policy governing the management of conflicts of interest is available to NCRA upon request. Upon execution of this Agreement, NCRA agrees to execute the Advance Waiver of Conflict attached hereto as Exhibit A, so that Counsel may continue to represent the County (or Related Public Entities) and NCRA in the absence of actual conflict. Further, should an actual conflict develop between NCRA and County (or Related Public Entities), NCRA expressly waives its right to disqualify Counsel from representing County (or Related Public Entities) in any matter involving NCRA.

9. Termination and Withdrawal.

This Agreement may be terminated by NCRA at any time by written thirty (30) day notice to Counsel. Counsel may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. Counsel will retain all records in accordance with Counsel's adopted records retention schedule.

10. Indemnification.

NCRA shall defend, indemnify and hold harmless Sonoma County Counsel, and any of its officers, employees, consultants and agents and each of them, against any losses, claims, damages, obligations, liabilities, attachments, executions, demands, actions and/or proceedings brought by a claimant who is not party to this Agreement, to which Sonoma County Counsel may become subject as a result of: (i) errors contained in information furnished by NCRA or (ii) the rendering of any services by Sonoma County Counsel. Sonoma County Counsel may select and retain its own counsel in any action or claim subject to this indemnification. If NCRA fails or refuses to defend Sonoma County Counsel, then NCRA shall reimburse Sonoma County Counsel for all expenses and costs (including legal fees and costs) incurred by them in connection with investigating, preparing to defend, or defending any claim for which indemnification is owed.

11. Modification.

If, during the term of this Agreement, it becomes necessary to amend or add to the terms, conditions, scope, or requirements of this Agreement, such amendment or addition shall only be made in writing upon the mutual agreement of Counsel and NCRA.

12. Notices.

Notices regarding this Agreement may be delivered in person, by first class mail, or by fax, addressed to the following persons:

For the NCRA:
Mitch Stogner, Executive Director
North Coast Railroad Authority
419 Talmage Road, Suite M
Ukiah, CA 95482

For Counsel:
Office of the County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403

13. Malpractice Insurance.

The Office of the County Counsel does not carry malpractice insurance. Because County Counsel attorneys are county employees, any claims for recovery for negligence would be covered by the County's self-insurance program and governed by the provisions of the Government Code.

14. Authority to Sign.

Each party represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

15. Merger.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

COUNSEL: The Office of the County Counsel

By: _____
Bruce D. Goldstein
County Counsel

Date: _____

North Coast Railroad Authority

By: _____
Mitch Stogner
Executive Director

Date: _____

EXHIBIT A

Disclosure Letter and Advance Waiver of Potential Conflicts

Board of Directors
North Coast Railroad Authority
419 Talmage Road, Suite M
Ukiah, CA 95482

Dear Board Members:

Thank you for the opportunity to provide legal services to support the important work of NCRA's evolving mission. As you are aware, the Office of the Sonoma County Counsel ("County Counsel") serves as Sonoma County's legal advisor and representative in all civil matters. In addition, County Counsel also serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space NCRA, the Community Development Commission, and others (all such public entities that are governed by the same five (5) individuals are hereinafter referred to as "Related Public Entities").

Also, County Counsel may, upon request, represent local governmental entities that are distinct from County government, such as the North Coast Railroad Authority ("NCRA" or "You"). From time to time, the interests of NCRA may potentially or actually conflict with the interests of the County or other Related Public Entities, or with those of other NCRA's represented by County Counsel. Counsel cannot represent both parties in any transaction between You and any other client unless both parties agree to waive Counsel's duty of absolute loyalty to each client.

The California Rules of Professional Conduct (CRPC) require that we inform you of and obtain your written consent to our participation as Counsel in transactions which present any potential for conflict of interest. To comply with these requirements, and to fulfill our ethical obligations to you, we hereby disclose to you the following.

Previously, the County Counsel represented the Sonoma Marin Area Rail Transit District ("SMART"). This representation included, but was not limited to, drafting SMART's enabling legislation, providing legal advice on Measure Q, serving as SMART's general counsel, preparing SMART policies and procedures, negotiating the Operating and Coordination Agreement for the Northwester Pacific Line between SMART and NCRA, and advising SMART regarding conflicts between SMART and NCRA.

We wish to make you aware of the various provisions in the CRPC and state law that govern our relationship with clients that have potential or actual conflicts.

CRPC 3-310(B) prohibits an attorney from “accept[ing] or continu[ing] representation of a client without providing written disclosure to the client where the member has or had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter” This would include our relationship with our existing clients.

CRPC 3-310(C) prohibits an attorney “without informed written consent of each client [from] accept[ing] representation of more than one client in a matter in which the interests of [such] clients would actually conflict”

CRPC 3-310(E) prohibits an attorney “without the informed written consent of the client or former client, [from] accept[ing] employment adverse to the client or former client where, by reason of the representation . . . the [attorney] has obtained confidential information material to the employment.”

Evidence Code section 962 provides that where two or more clients have retained an attorney upon a matter of common interest, information disclosed to the attorney in the course of representation on the matter will not be considered confidential from the other client in any civil proceeding that may develop between the clients as adversaries.

Examples of conflicts that may develop include:

- If our representation pertains to the defense or prosecution of a lawsuit in which you and another client are parties, it may subsequently develop that one of you has rights against the other, or defenses that disadvantage the other client. We could not continue representing both parties should this occur.
- If our representation pertains to the negotiation of an agreement, it may develop that one or more terms of the agreement remain unresolved, are in dispute, or require further negotiations. A conflict could also develop, if an agreement is reached, over the meaning of one of the terms or the performance responsibilities of one of the parties.
- If our representation pertains to a negotiation of two clients with a third party, consummation of the transaction may require compromises that may benefit one client more than the other. Our pre-existing relationship with the County or a Related Public Entity may cause the attorney to favor some clients over others.
- One client may wish to prevent the attorney from sharing confidential information with the other client, or may issue instructions that are impossible to carry out without disadvantaging another client. Counsel may not be able to forcefully advance your position because to do so might disadvantage another client.

Although County Counsel will do its best to honor its duty of loyalty to each client and to respect client information as confidential, the following circumstances could arise:

- If our representation on a matter is deemed a joint representation by a court, information disclosed during the course of the representation would be available to the other party in any dispute between the two clients.
- Our Legal Services Agreement requires that we withdraw in certain circumstances, such as if an actual conflict develops with another client, particularly with the County or with a

Related Public Entity, or those entities refuse to consent to our continued representation of NCRA in any actual dispute. In such circumstance, NCRA would be required to engage a different attorney, which may result in extra cost to NCRA.

- After withdrawing as NCRA's Counsel in an actual conflict, County Counsel may continue to represent the County or a Related Public Entity in a position adverse to NCRA.

We strongly believe that, in a transaction between clients, despite divided loyalty, County Counsel can be of great assistance to our clients in reaching a resolution that serves both their interests and the public good.

By executing this advance waiver, you are agreeing to waive our duty of loyalty, i.e., to remain conflict-free in our representation of you. You are agreeing that you understand the various adverse consequences, as described above, which could occur because of the conflicts that could arise between our clients. We are happy to meet with you to discuss any questions you might have concerning the contents of this letter. You may wish to consult with an independent attorney before agreeing to execute this advance waiver, and we would encourage you to do so.

Your signature below will acknowledge that the above information has been disclosed to you; that you have been advised of your right to seek the advice of independent Counsel; that you have had a reasonable opportunity to consider this waiver, to ask questions, and to seek any advice you deemed necessary, and that you have decided to engage County Counsel notwithstanding any potential conflict or actual conflict, present or future, of the nature discussed in this disclosure letter.

By executing this waiver letter, NCRA agrees to waive any potential conflicts of interest between NCRA and County and between NCRA and Related Public Entities. Further, as required by the Legal Services Agreement, NCRA agrees to waive the right to disqualify the County Counsel from representing the County or any Related Public Entity over any conflict between NCRA and County or between NCRA and any such Related Public Entities. NCRA understands and acknowledges that County Counsel would not undertake to represent and advise NCRA without this waiver.

Very truly yours,

County Counsel

AGREED AND ACCEPTED:

[NCRA signature]

By: _____

Name: _____

Title: _____

Date: _____



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 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): County Counsel's Office

Staff Name and Phone Number:

Linda Schiltgen, Deputy County Counsel
(707) 565-2421

Supervisorial District(s):

All

Title: County of Sonoma Conflict of Interest Code Update

Recommended Actions:

Adopt the resolution revising the conflict of interest code for the County of Sonoma.

Executive Summary:

This recommended action is to make revisions to the County of Sonoma's own Conflict of Interest Code. This is a process to protect the public's best interest by ensuring government employees are not making decisions to promote their own financial interests. Pursuant to state law, every two years County departments review positions that are listed as having authority to impact spending and recommend changes.

Discussion:

This agenda package relates to the County of Sonoma's own Conflict of Interest Code.

State law requires that each local agency adopt a conflict of interest code identifying (1) those positions in which officers or employees make decisions affecting government spending ("designated employees"), and (2) the types of personal interests which could be affected by those decisions ("disclosure categories").

State law requires that at the close of each even numbered year, each agency review its code and determine whether any changes should be made. In the fall of 2018, the Clerk of the Board contacted all Department Heads and requested that they review the list of designated employees that related to their department. Department Heads have suggested certain changes to reflect positions added, title and responsibility changes, and positions deleted. County Counsel has reviewed and approved these changes.

Specific revisions to each department’s list of designated employees are as follows:

Sheriff: Included new positions that make or participate in making governmental decisions.

County Counsel: Revise titles to more accurately describe existing positions that make or participate in making governmental decisions.

Clerk-Recorder-Assessor: Included new positions, revised the titles of existing positions and deleted the titles of positions that no longer exist, are no longer allocated in the department, or no longer make or participate in making governmental decisions.

Auditor-Controller-Treasurer-Tax Collector: Included new positions, revised the titles of existing positions and deleted the titles of positions that no longer exist, are no longer allocated in the department, or no longer make or participate in making governmental decisions.

Transportation and Public Works: Included new positions, revised the titles of existing positions and disclosure categories and deleted the titles of positions that no longer exist, are no longer allocated in the department, or no longer make or participate in making governmental decisions.

Human Services: Included new positions that make or participate in making governmental decisions.

Permit Sonoma: Included new positions and revise the titles of existing positions that make or participate in making governmental decisions.

Information Systems Department: Include positions that make or participate in making governmental decisions and revise disclosure categories.

Board of Supervisors/County Administrator’s Office: Revised the titles of existing positions that make or participate in making governmental decisions.

Prior Board Actions:

Biannually, last in 2017: Approved Conflict of Interest Code amendments for various agencies.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The code is designed to ensure proper conduct and inform the public of such potential conflicts.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
The action is administrative in nature; no budgetary impacts are associated with this item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
n/a			
Attachments:			
Resolution with Appendices A and B			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Amending the Conflict of Interest Code for the County of Sonoma

Whereas, in Resolution No. 91-1227, this Board adopted a Conflict of Interest Code for the County of Sonoma; and

Whereas, the Political Reform Act, Government Code sections 81000 et seq., requires state and local government agencies to adopt conflict of interest codes, and

Whereas, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regulation Section 18730, which contains the terms of a standard conflict of interest code and which can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act, and

Whereas, the County of Sonoma wishes to adopt this standard code and designated which officers and employees should disclose financial interests and describe which interests must be disclosed; and

Whereas, each County Department was requested to review employee designations and disclosure categories pertinent to the Department, and inform the Clerk of the Board and County Counsel of any necessary revisions; and

Whereas, County Counsel has reviewed all proposed changes and believes the Code amendments comply with state law;

Now, Therefore, Be It Resolved, the terms of 2 Cal. Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A and Appendix B, in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the County of Sonoma, and

Resolution #
Date: January 29, 2019
Page 2

Be It Further Resolved, pursuant to Section 4 of the standard code, Department Heads shall file statements of economic interest with the Clerk of the Sonoma County Board of Supervisors. Other designated employees shall file statements with their Department's clerk who shall retain them at the main place of business of the department.

Supervisors:

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

So Ordered.

APPENDIX A

DISCLOSURE CATEGORIES	FILE SCHEDULES
1. All sources of income* , gifts, investments* and business positions in business entities, and all interests in real property** . (Persons designated to report in this category shall complete all schedules.)	ALL SCHEDULES
2. Investments* and business positions in business entities, gifts* and income* from sources which provide services, supplies, materials, machinery or equipment of the type provided by or utilized by the county.	A1 A2 C E
3. Investments* and business positions in business entities, gifts and income from sources, which provide services, supplies, materials, machinery or equipment of the type utilized by or provided by the employee's department or division.	A1 A2 C E
4. Sources of gifts and income* from, and investments* and business positions in, business entities which are subject to the regulatory, permit or licensing authority of the employee's department.	A1 A2 C E
5. Sources of gifts and income* from, and investments* and business positions in, business entities, which engage in land development, construction or the acquisition or sale of real property** ; and all interests in real property** .	ALL SCHEDULES
6. All sources of gifts and income* from providing mental health or counseling services; and investments* and business positions in business entities which provide mental health or counseling services.	A1 A2 C E
7. Investments* and business positions in business entities and gifts and income* from sources which provide medical services, including but not limited to privately owned hospitals, medical clinics, laboratories, pharmacies and ambulance companies; and Investments* and business positions in business entities and gifts and income* from sources which manufacture, sell or distribute medical equipment or services of the type leased or loaned by the county to ambulance services, medical services such as police, sheriff and fire rescue units, trauma centers and emergency rooms; Investments* and business positions in business entities and gifts and income* from sources of the type providing training for persons engaged in medical service programs.	A1 A2 C E
8. Gifts and Income* from individuals who are county employees, or who appear before the Civil Service Commission as an employee's representative.	C E
9. Investments* and business positions in business entities and gifts and income* from sources which provide transportation services subject to the review or approval of the Transportation and Public Works Department and all interests in real property** . 9 (a) Investments , positions in business entities, and gifts and income from wineries, hotels, motels, restaurants, providers of entertainment, and other business entities of the type whose goods or services are used or purchased by tourists or to promote tourism; (b) any investments in, income and gifts from, or business positions in any entity that supplies goods or services to the Sonoma County Tourism Program; and (c) gifts of over \$50 from anyone with an interest in or who receives income from any industry listed in (a) or (b) above.	A1 A2 B C A1 A2 C D E
10(a) Investments , business positions in business entities, and income from sources which manufacture, sell, or distribute goods or services to the entertainment industry, including the movie industry, television industry, or advertisement industry; (b) any investments in, income from, or business positions in any entity which produces movies, television shows, or advertisements; (c) any investments in, income from, or business positions in any entity that supplies goods or services to the Sonoma County Film Office; and (d) gifts of over \$50 from anyone with an interest in or who receives income from any industry listed in (a), (b), or (c) above.	A1 A2 C D E

* Only investments in and sources of income and gifts from business entities, and sources of income, which do business in Sonoma County, plan to do business in Sonoma County, or have done business in Sonoma County within the past two years should be reported. In addition to other activities, a business entity is doing business within Sonoma County if it owns **real property** within the County.

** Interests in real property which is located in whole or in part within or not more than two miles outside the boundaries of Sonoma County or within two miles of any land owned or used by Sonoma County, or investments in business entities, which buy and sell real property in Sonoma County.

<u>CATEGORY</u>	<u>SCHEDULES</u>
Business Positions	A2, C
Commission Income	A2, C
Gifts received by family members	D (Disclosure may not be required)
Gifts received from family members	D (Disclosure not required, see Schedule D)
Income to my business	A2
Individual Retirement Account	A1, B
Investments	A1, A2
Loans made to others	C (Disclosure not required, but report repayments on Schedule C)
Loans received	B, C
Loans to my business	A2
Owning a business or partnership	A1, A2
Real estate holdings	B (A2 if held by business entity/trust)
Rental income	B, C
Rental property	B (A2 if held by a business entity/trust)
Sale of home/automobile/boat	C
Sole proprietorship	A2
Spouse or registered domestic partner's income	A2, C
Stock holdings	A1, A2
Tickets and passes	D
Travel reimbursements or payments	E
Trusts	A2

Appendix B – Revised January 29, 2019 Sheriff's Office/Coroner

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Sheriff/Coroner	1
Administrative Services Officer	3
Assistant Sheriff	3
Captain	3
Communications Dispatch Manager	3
Department Accounting Manager	3
Department Administrative Services Director	3
Department Analyst	3
Lieutenant	3
Department Information Systems Manager	3
Department Program Manager	3
Community Engagement Liaison (Civil Service Title: Water Agency Public Information Officer)	3
Consultants	**

** Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Appendix B – Revised January 29, 2019 County Counsel

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
County Counsel	1
Assistant County Counsel	1
Administrative Services Officer	1
Chief Deputy County Counsel	1
Deputy County Counsel I-IV	1
Consultants	**

** Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Appendix B – Revised January 29, 2019
County Clerk/Recorder/Assessor/Registrar of Voters

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
County Clerk/Recorder/Assessor/Registrar of Voters	1
Administrative Services Officer	1
Department Information Systems Manager	1
Chief Deputy County Clerk-Recorder	3
Chief Deputy Assessor	3, 5
Department Information Systems Specialist	5
Department Information Systems Coordinator	5
Chief of Assessment Standards	5
Appraiser I/II/III/IV	5
Assessment Process Manager	5
Auditor/Appraiser I/II	5
Chief Appraiser	5
Supervising Auditor-Appraiser	5
Chief Deputy Registrar of Voters	1
Elections Manager	1
Special Project Director	1
Consultants	**
Valuation Consultants	**

** Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:
The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Appendix B – Revised January 29, 2019 Auditor-Controller-Treasurer-Tax Collector

Designated Positions:

Disclosure Category:

Auditor-Controller-Treasurer-Tax Collector	1 (Statutory Filer)*
Assistant Auditor-Controller-Treasurer-Tax Collector	1 (Statutory Filer)**
Accounting Manager	3**
Administrative Services Officer	3**
Audit Manager	3**
Investment & Debt Officer	1 (Statutory Filer)**
Treasury Oversight Committee Member	1**
Treasury Manager	1 (Statutory Filer)**
Consultants	***

* Original Form 700 filed with County Registrar of Voters and forwarded to FPPC per Government Code §87500(e)

** Form 700 filed with the Auditor-Controller-Treasurer-Tax Collector's Office

*** Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Appendix B – Revised January 29, 2019 Transportation and Public Works

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Airport Manager	3, 5
Airport Marketing Specialist	3, 9
Airport Operations Supervisor	3
Airport Property Specialist (Right of Way Agent II)	3, 5
Assistant Airport Manager	3, 5
Department Information Systems Coordinator	3
Deputy Director – Engineering/Maintenance	1
Deputy Director – Transportation/Operations	1
PW Fleet & Equipment Manager	3
Integrated Waste Operations Division Manager	3, 4
Road Operations Division Manager	3, 5
Road Materials Equipment Specialist/Road Stock	3
Roads Operation Coordinator	3
Senior Engineer	3, 5
Transit Systems Manager	3, 9
Transit Specialist II	3
Vegetation Control Advisor	3
Administrative Services Officer II	3
Department Analyst	3
Consultants	**

** Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Appendix B – Revised January 29, 2019 Human Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director of Human Services	1
Accountant III	3, 6
Administrative Services Officer I	3, 6
Administrative Services Officer II	3, 6
Assistant Director	1
Chief Public Administrator/Guardian/Conservator	3
Department Accounting Manager	3, 6
Department Administrative Services Director	1
Department Analyst	3, 6
Department Information Systems Manager	3
Human Services Division Director	1
Human Services Section Manager	3, 6
Program Development Manager	3, 6
Program Planning & Evaluation Analyst	3, 6
Senior Department Information Systems Manager	3
Supervising Accountant	3, 6
Valley of the Moon Children’s Home Manager	3, 6
Veterans Service Officer	6, 7
Consultants	**

** Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations: The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Appendix B – Revised January 29, 2019 Permit and Resource Management Department

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Deputy Director – Engineering & Construction	1
Deputy Director – Planning	1
Administrative Services Officer I/II	1
Building Division Manager	1
Engineering Division Manager	1
PRMD Division Manager	1
Assistant Fire Chief/Fire Marshall	2
Fire Services Officer (Assistant Fire Marshal Hazmat/CUPA)	3
Accountant III	3
Administrative Aide	3
Department Analyst	3
Senior Fire Inspector	4, 5
Fire Inspector II	4, 5
Building Inspector, I/II, Senior, Supervising	4, 5
Building Plans Examiner I/II, Senior	4, 5
Code Enforcement Inspector I/II, Senior, Supervisor	4, 5
Customer Service Supervisor	4, 5
Engineering Assistant, Junior, Senior	4, 5
Engineering Technician, Aide, I/II/III/ & IV	4, 5
Environmental Health Specialist Trainee, I/II, Senior, Supervisor	4, 5
Environmental Specialist, Senior	4, 5
Geologist	4, 5
Licensed Land Surveyor	4, 5
Permit Technician I/II	4, 5
Planning Technician	4, 5
Planner I/II/III, Supervising	4, 5
Consultants/Contractors	**

** Consultants/Contractors shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations: The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Appendix B – Revised January 29, 2019 Information Systems

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Information Systems Director	2
Administrative Services Officer	2
Department Analyst	2
Information Systems Division Director	2
Information Systems Project Manager	2
Records and Information Manager	2
Consultants	**

** Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Appendix B – Revised January 29, 2019
Board of Supervisors/County Administrator’s Office

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Assistant County Administrator	1
Deputy County Administrator	1
Principal Analyst	1
Administrative Analyst I/II/III	1
Chief Deputy Clerk of the Board	1
Board of Supervisors District Director	1
Board of Supervisors Aide	1
Consultants	**

** Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



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 Commissioners, Board of Directors and Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): County Counsel's Office

Staff Name and Phone Number:

Linda Schiltgen, Deputy County Counsel
(707) 565-2421

Supervisorial District(s):

All

Title: Conflict of Interest Code Amendments

Recommended Actions:

Acting as the Board of Commissioners of the Sonoma County Community Development Commission, adopt a resolution approving the amendment to the Community Development Commission's Conflict of Interest Code.

Acting as the Board of Directors of the Sonoma County Agricultural Preserve and Open Space District (SCAPOSD), adopt a resolution approving the amendment of the SCAPOSD's Conflict of Interest Code.

Acting as the Board of Supervisors in its role as the code reviewing body, adopt resolutions approving conflict of interest codes for the Community Development Commission, SCAPOSD, Bodega Bay Fire Protection District, Sonoma County Local Agency Formation Commission, Sonoma County Library Commission, Sonoma County Employees' Retirement Association, Mark West Union School District, Monte Rio Fire Protection District, North Sonoma County Healthcare District, Northern Sonoma County Air Pollution Control District, Palm Drive Health Care District, Rincon Valley Fire Protection District, Sonoma County Public Safety Consortium, Sonoma County Regional Climate Protection Authority, Santa Rosa City Schools, Schell-Vista Fire Protection Agency, Sonoma County Transportation Authority, Sonoma Resource Conservation District, Tourism Bureau, Windsor Fire Protection District, Wright Elementary School District and adopt a resolution dissolving the conflict of interest code for the Independent Citizens Advisory Committee on Pension Matters because that committee no longer exists. In its place, in April 2017, the Board established a new, ongoing Independent Citizens' Pension Committee to continue pension reform efforts. The new Independent Citizens' Pension Committee is an advisory committee and does not require its own conflict of interest code.

Executive Summary:

State law requires that each local agency adopt a conflict of interest code identifying 1) those positions in which officers or employees make decisions affecting government spending ("designated

employees”), and 2) the types of personal interests which could be affected by those decisions (“disclosure categories”). This item requests three actions. The first recommended action is by the Community Development Commission to adopt its own updated conflict of interest code. The second recommended action is by the Sonoma County Agricultural and Open Space Preserve District to adopt its own updated conflict of interest code. The third recommended action is by the Board of Supervisors acting as the code reviewing body to approve all of the non-County entities’ updated conflict of interest codes.

Discussion:

Community Development Commission

The Community Development Commission is amending its code to update position titles, and add and delete positions that no longer are required to be included in the conflict of interest code.

Sonoma County Agricultural Preserve and Open Space District

Similarly, the Sonoma County Agricultural Preserve and Open Space District is updating its code. The District is amending its code to update position titles, and add or delete positions that no longer are required to be in the code.

Board of Supervisors

Once local jurisdictions approve their updated conflict of interest codes, they submit them to the Board of Supervisors for approval as the “code reviewing body” for all jurisdictions, except cities, within the County. This board item involves the standard biannual review of conflict of interest code amendments. State law requires that at the close of each even numbered year each agency review its code and determine whether any changes should be made. Amended and newly adopted codes must then be reviewed and approved by the Board of Supervisors as the code reviewing body for the local agencies. A number of agencies and districts in the County have amended their codes to update position titles, and add or delete positions that are no longer required to be included in the conflict of interest codes. In addition, staff recommends dissolving the conflict of interest code for the Independent Citizens Advisory Committee on Pension Matters because that committee no longer exists. In its place, in April 2017, the Board established a new, ongoing Independent Citizens’ Pension Committee to continue pension reform efforts. The new Independent Citizens’ Pension Committee is an advisory committee and does not require its own conflict of interest code.

County Counsel has reviewed these changes, and the codes as submitted appear to comply with the requirements of the Political Reform Act. The agencies have been notified that the Board would consider this matter today, and they were requested to notify district employees of their right to be heard on proposed amendments. No one has requested an opportunity to appear.

Prior Board Actions:

Biannually, last in 2017: Approved Conflict of Interest Code amendments for various agencies.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The code is designed to ensure proper conduct and inform the public of such potential conflicts.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
The action is administrative in nature; no budgetary impacts are associated with this item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
n/a			
Attachments:			
<ol style="list-style-type: none"> 1. Resolution of the Board of Commissioners of the Community Development Commission approving the amendment to the Conflict of Interest Code. 2. Resolution of the Board of Directors of SCAPOSD approving the amendment of the Conflict of Interest Code. 3. Resolutions of the Board of Supervisors in its role as the code reviewing body approving Conflict of Interest Codes for Various Agencies 			

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

Amended Conflict of Interest Codes Submitted by the Agencies for Approval by the Code Reviewing Body (Board of Supervisors)



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution of the Sonoma County Community Development Commission Adopting a Conflict of Interest Code

Whereas, the Political Reform Act, Government Code sections 81000 et seq., requires state and local government agencies to adopt conflict of interest codes, and

Whereas, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code and which can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act, and

Whereas, the Sonoma County Community Development Commission wishes to adopt this standard code and designate which officers and employees should disclose financial interests and describe which interests must be disclosed; and

Now, Therefore, Be It Resolved:

1. The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A and Appendix B, in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Sonoma County Development Commission, and
2. Pursuant to Section 4 of the standard code, commissioner members and the Executive Director shall file statements of economic interest with the Community Development Commission, who shall retain a copy and forward the original for filing with the Clerk of the Sonoma County Board of Supervisors. Designated employees shall file statements with the CDC clerk who shall retain them at the main place of business of the CDC. Any CDC Commissioner or other designated employee already required to submit a disclosure statement (Form 700) pursuant to Government Code section 87203 may submit a copy of that statement in lieu of any filing required by

Resolution #
Date: January 29, 2019
Page 2

this code provided that no additional disclosure would be required by this code.

Commissioners:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

APPENDIX A

Disclosure Categories¹

1. All sources of income, gifts, investments and business positions in business entities and all interests in real property. (Persons designated to report in this category shall complete all Form 700 schedules.)
2. Investments and business positions in business entities, gifts and income from sources which provide services, supplies, materials, machinery or equipment of the type utilized by or provided by the employee's department or division. (Persons designated to report in this category shall complete Form 700 schedules A1, A2, C and E.)

¹ Only investments in and sources of income from business entities, and sources of income (including gifts) which do business in the geographic area of the Community Development Commission, or real property interests located in that area, need to be reported.

APPENDIX B

<u>Designated Employee</u>	<u>Category</u>
Commissioners	1
Executive Director	1
Assistant Executive Director	1
Administrative Services Officer	1
Affordable Housing Assistant Manager	1
Community Development Assistant Manager	1
Community Development Associate	1
Community Development Committee Member	1
Community Development Manager	1
Controller	1
Housing Rehabilitation Specialist	2
Housing Negotiator/Inspector	2
Special Projects Director	1
Supervising Accountant	1
Supervising Community Development Specialist	2
Technical Advisory Committee Member	1

Consultants*

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following: The Executive Director may determine in writing that a particular consultant, although in a designated position hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon the description, a statement of the extent of the disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

APPENDIX B (TRACK CHANGES VERSION)

<u>Designated Employee</u>	<u>Category</u>
Commissioners	1
Executive Director	1
Assistant Executive Director	1
Administrative Services Officer	1
Affordable Housing Assistant Manager	1
Community Development Assistant Manager	1
Community Development Associate	1
Community Development Committee Member	1
Controller	1
Housing Rehabilitation Specialist	1 2
Housing Negotiator/Inspector	1
Special Projects Director	1
Supervising Accountant	1
Senior Office Support Supervisor	1
Supervising Community Development Specialist	1 2
Technical Advisory Committee Member	1

Consultants*

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following: The Executive Director may determine in writing that a particular consultant, although in a designated position hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon the description, a statement of the extent of the disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution of the Sonoma County Agricultural Preservation and Open Space District Adopting a Conflict of Interest Code

Whereas, the Political Reform Act, Government Code sections 81000 et seq., requires state and local government agencies to adopt conflict of interest codes, and

Whereas, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code and which can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act, and

Whereas, the Sonoma County Agricultural and Open Space District wishes to adopt this standard code and designate which officers and employees should disclose financial interests and describe which interests must be disclosed; and

Now, Therefore, Be It Resolved:

1. The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A and Appendix B, in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Sonoma County Agricultural Preservation and Open Space District (District), and
2. Pursuant to Section 4 of the standard code, the directors and general manager shall file statements of economic interest with the District Clerk, who shall retain a copy and forward the original for filing with the Clerk of the Sonoma County Board of Supervisors. Designated employees shall file statements with the District clerk who shall retain them at the main place of business of the District. Any designated employee already required to submit a disclosure statement (Form 700) pursuant to Government Code section 87203 may submit a copy of that statement in lieu of any filing required by this code provided that no additional disclosure would be required

Resolution #
Date: January 29, 2019
Page 2

by this code.

Directors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

APPENDIX A

Disclosure Categories¹

1. All sources of income, gifts, investments and business positions in business entities and all interests in real property. (Persons designated to report in this category shall complete all Form 700 schedules.)
2. Investments and business positions in business entities, gifts and income from sources which provide services, supplies, materials, machinery or equipment of the type utilized by or provided by the employee's department or division.

¹ Only investments in and sources of income from business entities, and sources of income (including gifts) which do business in the geographic area of the District, or real property interests located in that area, need to be reported.

APPENDIX B

<u>Designated Employee</u>	<u>Category</u>
Directors	1
District Counsel	1
APOSD General Manager	1
APOSD Assistant General Manager	1
APOSD Conservation Planning Manager	1
APOSD Acquisitions Manager	1
APOSD Stewardship Manager	1
APOSD GIS Coordinator	1
APOSD Administrative & Fiscal Services Manager	1
APOSD Community Relations Specialist	1
APOSD Community Relations Assistant	1
APOSD Associate Planner	1
APOSD Stewardship Supervisor	1
APOSD Senior Acquisitions Specialist	1
APOSD Acquisition Specialist	1
APOSD Senior Planner	1
APOSD Assistant Planner	1
APOSD Technician	1
APOSD Conservation GIS Analyst	1
APOSD Acquisition Assistant	1
APOSD Fiscal Oversight Commissioners	1
Consultants	**

Consultants*

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following: The General Manager may determine in writing that a particular consultant, although in a designated position hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon the description, a statement of the extent of the disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____
 Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Approving the Conflict of Interest Code for the Community Development Commission

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Community Development Commission has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the Community Development Commission is approved as amended. The Clerk is directed to send a copy of this resolution to the Commission and County Counsel.

Supervisors:

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

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Sonoma County Agricultural Preservation and
Open Space District**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Sonoma County Agricultural Preservation and Open Space District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

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

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Bodega Bay Fire Protection District**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Bodega Bay Fire Protection District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the Commission and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Sonoma County Local Agency Formation
Commission**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Local Agency Formation Commission (Commission) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the Commission is approved as amended. The Clerk is directed to send a copy of this resolution to the Commission and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Approving the Conflict of Interest Code for the Sonoma County Library Commission

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Sonoma County Library Commission (Commission) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the Commission is approved as amended. The Clerk is directed to send a copy of this resolution to the Commission and County Counsel.

Supervisors:

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

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Sonoma County Employees' Retirement
Association**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Sonoma County Employees' Retirement Association (Association) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the Association is approved as amended. The Clerk is directed to send a copy of this resolution to the Association and County Counsel.

Supervisors:

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

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Mark West Union School District**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Mark West Union School District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Monte Rio Fire Protection District**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Monte Rio Fire Protection District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Approving the Conflict of Interest Code for the North Sonoma County Healthcare District

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the North Sonoma County Healthcare District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Northern Sonoma County Air Pollution Control
District**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Northern Sonoma County Air Pollution Control District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Palm Drive Health Care District**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Palm Drive Health Care District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

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

So Ordered.



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Approving the Conflict of Interest Code for the Rincon Valley Fire Protection District

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Rincon Valley Fire Protection District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Sonoma County Public Safety Consortium**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Sonoma County Public Safety Consortium (Consortium) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the Consortium is approved as amended. The Clerk is directed to send a copy of this resolution to the Consortium and County Counsel.

Supervisors:

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

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Sonoma County Regional Climate Protection
Authority**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Sonoma County Regional Climate Protection Authority (Authority) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the Authority is approved as amended. The Clerk is directed to send a copy of this resolution to the Authority and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Santa Rosa City School District**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Santa Rosa City School District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Schell-Vista Fire Protection Agency**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Schell-Vista Fire Protection Agency (Agency) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the Agency is approved as amended. The Clerk is directed to send a copy of this resolution to the Agency and County Counsel.

Supervisors:

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

So Ordered.



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Approving the Conflict of Interest Code for the Sonoma County Transportation Authority

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Sonoma County Transportation Authority (Authority) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the Authority is approved as amended. The Clerk is directed to send a copy of this resolution to the Authority and County Counsel.

Supervisors:

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

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Sonoma Resource Conservation District**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Sonoma Resource Conservation District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Sonoma County Tourism Bureau**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Sonoma County Tourism Bureau (Tourism) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the Bureau is approved as amended. The Clerk is directed to send a copy of this resolution to the Bureau and County Counsel.

Supervisors:

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

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Windsor Fire Protection District**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Windsor Fire Protection District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Approving the Conflict of Interest Code for the Wright Elementary School District**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Wright Elementary School District (District) has proposed an amendment to update its code to comply with state law; and

Whereas, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

Now, Therefore, Be It Resolved that the conflict of interest code of the District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Dissolving the Conflict of Interest Code for the Independent Citizens Advisory Committee on
Pension Matters**

Whereas, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

Whereas, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

Whereas, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

Whereas, the Independent Citizens Advisory Committee on Pension Matters (Committee) no longer exists and therefore no longer needs a conflict of interest code; and

Now, Therefore, Be It Resolved that the conflict of interest code of the Committee is dissolved. The Clerk is directed to send a copy of this resolution to the Committee and County Counsel.

Supervisors:

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

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To: The Board of Supervisors of Sonoma County

Board Agenda Date: January 29, 2019

Vote Requirement: 4/5th

Department or Agency Name(s): District Attorney's Office

Staff Name and Phone Number:

Michelle Carstensen, 565-2822

Supervisorial District(s):

Title: District Attorney's Marginalized Victims Program

Recommended Actions:

- A. Adopt a resolution to authorize the District Attorney to sign a contract with the California Office of Emergency Services to participate in the Marginalized Victims Program and accept \$174,992 in grant funding for the term January 1, 2019 to December 31, 2020.
- B. Adopt a resolution to make budget adjustments necessary to appropriate additional grant funds for FY 2018-19. (4/5th vote)

Executive Summary:

In November 2018, the District Attorney's Office was notified its project was selected to receive funding through the Innovative Response to Marginalized Victims Program of the California Governor's Office of Emergency Services (CalOES). Board approval and authorization is requested to allow the District Attorney to accept the grant award of \$174,992 for FY 2018-19 and 2019-20.

The purpose of the CalOES Victim Services & Public Safety Branch, Underserved Victims Unit's Marginalized Victims Program is to support innovate projects that service marginalized victims of crime. This is a new program where the District Attorney's Victim Services Division will work in tandem with Social Advocates for Youth to provide services to victimized foster-care youth.

Discussion:

The program is supported with federal funds from the Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program. The Program Objectives include a) Provide direct victim services to respond to the emotional, psychological and/or physical needs of marginalized crime victims; b) Assist victims to stabilize their lives after victimization; c) Assist victims to understand and participate in the criminal justice system, and d) Restore a measure of security and safety for the victim.

The District Attorney's Victim Services Division, in collaboration with Social Advocates for Youth (SAY), will focus on foster care youth. Young people, especially those experiencing homelessness, are among

the most criminally vulnerable population. District Attorney staff will liaison with Human Services' Family, Youth & Children Division personnel to provide training, process claims through the California Victim Compensation Board and provide all mandated services for cases that result in criminal prosecution.

SAY operates the only youth shelters between San Francisco and Southern Oregon, providing safe and stable shelter and housing with comprehensive services, which are the foundation for healing. The CalOES Marginalized Victim Program funding will provide direct services to help victimized foster youth. The new grant funding will also help improve outreach efforts and services available to foster youth in Sonoma County, including increasing SAY's ability to designate housing for foster youth victims of crime and to complete the critical continuum of victim services.

This new program and funding makes funding available for direct client service positions, a Mental Health Clinician (0.50 FTE) and a Case Manager (0.50 FTE) at SAY. A 20% match requirement for grant funding will be provided through the staffing of the 24-hour Youth Crisis Line operated by SAY. The District Attorney is working with County Purchasing on a professional service agreement with SAY, a two year agreement for \$38,064 per year for Fiscal Year 2018/19 and 2019/20.

Two District Attorney staff will also be actively involved in supporting this new victim service program, the Director of Victim Services and the Senior Victim Advocate. The Director is ultimately responsible for oversight of the program and grant reporting requirements. The Senior Victim Advocate will work collaboratively with the SAY staff and with victims to provide program and victim support and also acts as the supervisor in the Director's absence.

The District Attorney's Office requests Board authorization for the District Attorney to sign a contract with the California Office of Emergency Services to accept the grant award for \$174,992 for the term January 1, 2019 through December 31, 2020.

Prior Board Actions:

No prior actions as this is a new program.

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

Funds from the Marginalized Victims Program will provide a system of enhanced survivor-driven advocacy, counseling, housing assistance and referral services for the foster care youth up to age 22. Additionally staff will be alerted to opportunities to assist victims in applying for compensation through the California Victim Compensation Board.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	49,432	87,496	0
Additional Appropriation Requested	38,064		
Total Expenditures	87,496	87,496	0
Funding Sources			
General Fund/WA GF	0		
State/Federal	87,496	87,496	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	87,496	87,496	0

Narrative Explanation of Fiscal Impacts:

A portion of this new grant funding will help restore lost grant funding for two District Attorney positions, a Senior Victim Advocate and the Victim Services Director position. This grant will pay half of the salary and benefits of the Senior Victim Advocate position, previously funded by a California Office of Emergency Services Victim Witness grant. This grant will also pay ten percent of the salary and benefits of the Victim Services Director, previously paid by a California Victim Compensation and Claims Board grant. Board Resolution B is for a budget adjustment to provide funding for the SAY services of this new program.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Resolution A - District Attorney's Marginalized Victims Program – Request for signature authority
Resolution B – District Attorney's Marginalized Victims Program – Budget Adjustment Request

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

Marginalized Victims Program award letter



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing budgetary adjustments to the Fiscal Year 2018-19 budget in the amount of \$38,064 for the District Attorney's Office Marginalized Victims Program from funds awarded by the Department of Justice through the California Governor's Office of Emergency Services to provide advocacy for foster youth.

Whereas, the Board has adopted the Fiscal Year 2018-19 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California; and

Whereas, the Government Code allows for adjustments to the Final Budget during the 2018-19 Fiscal Year; and,

Whereas, the District Attorney's Office desires to adjust the Fiscal Year 2018-19 Adopted Budget for the General Funds in the amount of \$38,064 for the Marginalized Victims Program; and

Whereas, a resolution from the District Attorney's governing board authorizing such budget adjustment is required.

Now, Therefore, Be It Resolved this Board finds, declares and determines that the County Auditor-Controller is hereby authorized and directed to complete the following budgetary adjustments to the District Attorney – Victim Witness Budget.

Fiscal Year 2018-19 Expenditures		Amount
10005-18010102	General Fund	
51249	Other Professional Services	38,064
Total Expenditures		
Fiscal Year 2018-19 Funding Sources		
10005-18010102	General Fund	
42366	State Office of Emergency Services	38,064
Total Funding Sources		38,064

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
authorizing the District Attorney to participate in the Innovative Response to Marginalized
Victims Program and to execute a contract with the California Governor's Office of Emergency
Services for Calendar Year 2019 in the amount of \$174,992.**

Whereas, the Sonoma County District Attorney desires to create a certain program designated as the Innovative Response to Marginalized Victims program, a system of enhanced survivor-driven advocacy, counseling, housing assistance and referral services for the foster care youth up to age 22 in Sonoma County; and

Whereas, the Innovative Response to Marginalized Victims program is to be funded in part from funds made available through a federal Victims of Crime Act Victim Assistance Formula Grant Program made available through California Governor's Office of Emergency Services; and

Whereas, the California Governor's Office of Emergency Services has allocated \$174,992 to the County of Sonoma for the 2019 Calendar Year.

Now, Therefore, Be It Resolved that the District Attorney of the County of Sonoma is authorized, on behalf of this body, to accept a grant for the Innovative Response to Marginalized Victims Program from California Governor's Office of Emergency Services and is authorized to execute an behalf of the Sonoma County Board of Supervisors the Grant Award Agreement including any extensions of modifications thereof.

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: 15
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:

Ben Stone (707) 565-7170

Supervisorial District(s):

County-wide

Title: Sonoma County Economic Development Board's report on Workshop with Labor Leaders

Recommended Actions:

Receive a report from the EDB regarding a workshop with Labor Leaders.

Executive Summary:

In July 2018, the Board of Supervisors approved *Strategic Sonoma* and asked the EDB to hold a workshop with labor leaders. On October 23, 2018, the EDB brought in Avalanche Consulting, the same consulting firm the EDB contracted with to develop *Strategic Sonoma*, to hold a workshop with labor leaders to better understand their perspectives and how they integrate with *Strategic Sonoma*. Attached is a report prepared by consultants and EDB staff on outcomes from the labor workshop.

Discussion:

On July 10, 2018, the Board of Supervisors approved the *Strategic Sonoma* action plan, a five-year economic development strategic plan for Sonoma County's economy. The *Strategic Sonoma* process launched with Board approval in July 2017 with the EDB, the Santa Rosa Junior College (SRJC), Sonoma County Workforce Investment Board (WIB), and consultants from Avalanche Consulting. This process was an outgrowth of the Sonoma-Mendocino Comprehensive Economic Development Strategy (CEDS), which the Board approved in November 2016.

The *Strategic Sonoma* process, including an economic recovery component, completed eight focus groups, five *Strategic Sonoma* Stakeholder Group meetings, and interviews with local business and community leaders. These efforts have resulted in the participation of over 200 stakeholders.

On July 10, 2018, with the approval of *Strategic Sonoma*, the Board asked the EDB to hold a workshop with labor leaders to better understand their perspectives and how they integrate with *Strategic Sonoma*. The Board requested an update on the workshop and subsequently approved a post-budget allocation of \$12,800 in Transient Occupancy Tax revenue for fiscal year 18-19.

On October 23, 2018, Avalanche Consulting conducted a workshop with labor leaders at the EDB offices in Santa Rosa with eight representatives from diverse labor groups across Sonoma County. The representatives at the workshop shared a wide range of perspectives on aspirations of and challenges faced by their organizations and workers in Sonoma County. Overall, the workshop focused on ways to leverage partnerships between government, the business community, and organized labor to raise wages, educate and train residents, and better include the voices of all residents in decision making.

Attached is a report prepared by EDB staff and *Strategic Sonoma* consultants from Avalanche Consulting that summarizes the workshop. The report includes the following:

- Background on *Strategic Sonoma* and its development (page 2-4).
- Topics and priorities brought up by labor representatives (page 6). Most concerns were rooted in equity and the ongoing affordability crisis in Sonoma County. More specifically, labor attendees felt:
 - *Strategic Sonoma* would have benefited from input during the planning phase
 - There should be a strong emphasis on income inequality, housing affordability, the working poor, and the homeless
 - That they are passionate about their causes and should be seen as partners in efforts to improve quality of life for all county residents
- Ideas for addressing those topics, priorities, and concerns (page 7), including:
 - Apprenticeship programs, including looking at successful models labor unions already use, and education programs can be used to address the problem of the “missing middle”
 - The EDB can act as a neutral party by convening a wide range of disparate groups to increase the effectiveness of existing efforts
 - Transit-oriented housing and a regional approach to housing
 - Developing solutions will require on-going transparency, inclusion, and accountability
- A discussion on how labor priorities and *Strategic Sonoma* priorities are and can be aligned (page 9-10), including:
 - That new housing plans should encourage affordable and homeless housing and must take a regional approach
 - That the workforce should be trained and educated through apprenticeships and training programs, as well as increased access to post-secondary education

This item and the attached addendum are informational only. The addendum, however, does include an outline (page 11) for on-going inclusion and communication with labor and *Strategic Sonoma* partners, including that:

- *Strategic Sonoma* partners should consider projects that positively address equity concerns
- The Community Foundation is undergoing a process to map the breadth of activities in Sonoma County. The EDB can direct interested groups and citizens to engage with programs and organizations that match their interests, including the Community Foundation’s effort.
- Organized labor representatives can continue to be invited by the Workforce Investment Board to collaborate around workforce development initiatives.

- Strategic Sonoma partners should commit to transparency and communication.

Prior Board Actions:

7/10/2018 – The Board of Supervisors approved the *Strategic Sonoma* action plan and requested a six-month progress update and that the EDB hold a focus group workshop with organized labor.

6/11/2018 – The Board of Supervisors [considered] the draft Recovery & Resiliency Plan for the County and directed staff to launch a [community engagement] plan to gather input from the public.

11/14/2017 – The Board of Supervisors approved \$75,000 for extension of the contract with Avalanche Consulting to develop an Economic Recovery Plan that was incorporated into *Strategic Sonoma*.

6/6/2017 – The Board of Supervisors approved an item to authorize the Economic Development Director to execute an agreement with Avalanche Consulting for preparation of the Strategic Action Plan for the Comprehensive Economic Development Strategy (CEDS), in an amount not to exceed \$175,000.

3/7/2017 – The Board of Supervisors approved an item to authorize the Director of the Economic Development Board to execute a Memorandum of Understanding (MOU) with the Santa Rosa Junior College (SRJC) to provide \$100,000 to the Economic Development Board to develop an Action Plan for the Comprehensive Economic Development Strategy (CEDS).

12/13/16 – The Board of Supervisors adopted a Resolution accepting the Sonoma-Mendocino Comprehensive Economic Development Strategy and endorsing the Sonoma-Mendocino Economic Development District to apply to the U.S. Economic Development Administration (EDA) for Economic Development District designation.

12/8/2015 – Board approved agreement with Civic Analytics for consulting services related to CEDS development

11/14/2015 – Board approved JPA with the County of Mendocino to form the Sonoma-Mendocino Economic Development District

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The recommended action aligns with Strategic Plan Goal 2, “Economic and Environmental Stewardship.”

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested	\$13,683.12		
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	\$883.12		
Contingencies	\$12,800		
Total Sources	\$13,683.12		
Narrative Explanation of Fiscal Impacts:			
Actual costs incurred for consulting total \$13,683.12. \$12,800 of which was provided through a post-budget adoption allocation from TOT contingencies. The remaining \$883.12 is provided by department fund balance.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Addendum: Organized Labor Workshop			
Related Items "On File" with the Clerk of the Board:			



Strategic Sonoma

Sonoma County Comprehensive Economic Development Strategy

Addendum: Organized Labor Workshop

Prepared for the Sonoma County EDB | December 21, 2018



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02	Introduction
05	Organized Labor Workshop
08	Strategic Sonoma Integration

DISCLOSURE: This report was prepared by a third-party consultant, and by accepting this report the Sonoma County Board of Supervisor is not agreeing or disagreeing with the findings or summaries within.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you in accessing this document, please contact the Sonoma County Economic Development Board at (707) 565-7170, as soon as possible to ensure arrangements for accommodation.



Introduction

Strategic Sonoma is a five-year economic development action plan for Sonoma County. The Strategy was commissioned by the Sonoma County Economic Development Board (EDB) in partnership with the Sonoma County Workforce Investment Board and Santa Rosa Junior College. The partners hired Avalanche Consulting, Inc. to assist with developing the Strategy.

Strategic Sonoma began in June 2017, and midway through Phase 1, the October wildfires occurred. Recognizing the importance of focusing on the immediate needs of county residents and businesses, the Sonoma County Board of Supervisors extended the contract with Avalanche Consulting to assist in developing an Economic Recovery Plan. Focused on the first 12 months after the fires, the Economic Recovery Plan is designed as the first year of Strategic Sonoma.

Economic development activities in a community are intended to serve the needs of all local residents and businesses. To achieve this goal, the strategic planning process strove to be inclusive – listening to stories of as diverse a group of stakeholders as possible and using their perspectives to identify and prioritize strategic actions. Strategic Sonoma strove for inclusion from initiation. Avalanche Consulting and the Sonoma County EDB engaged residents and businesses through a variety of avenues – workshops, focus groups, tours, in-person and telephone interviews, surveys, and conversations in every district of Sonoma County.

The strategic planning team spoke directly to nearly 200 individuals, representing over 140 organizations from across the county. The team had limited time and resources, and as a result could not reach every individual in the county during the planning process. To ensure all voices are heard, the strategy emphasizes the importance of continued inclusion of stakeholders throughout implementation and everyday activities. Strategic Sonoma is truly a comprehensive strategy built upon a collective impact framework - with implementation roles for a diverse range of partner organizations across the county.

Strategic Sonoma is a “living document,” intended to provide structure for action around the vision and framework but flexibility to adjust tactics and onboard partners as conditions change and new voices are heard. As these partners move forward collectively, they must make planning decisions in a transparent manner and continue efforts to meet with and include organizations and individuals to formulate and energize solutions.

This report is an example of ongoing inclusion efforts. When the Sonoma County Board of Supervisors approved Strategic Sonoma on July 10, 2018 they recommended that the EDB convene organized labor representatives to better understand their perspectives and how they integrate with Strategic Sonoma. The EDB hired Avalanche Consulting to return to Sonoma County to conduct an independent workshop with labor representatives and prepare an update on Strategic Sonoma.



Introduction

On Tuesday, October 23, Tony DeLisi, the Vice President of Avalanche Consulting, conducted a workshop at the EDB offices in Santa Rosa with eight representatives from diverse labor groups across Sonoma County. The EDB, Board of Supervisors, and Avalanche Consulting would like to thank those that participated for giving their time and passion to this conversation, not just during this workshop, but everyday in their personal and professional work throughout Sonoma County. Thank you:

- **Gerry LaLonde-Berg**, Service Employees' International Union Local 1021
- **Hector Cortez**, American Income Life
- **Keith Diaz**, SMART Local 104
- **Larry Ligouri**, National Union Of Healthcare Workers
- **Lis Fiekowski**, Engineers and Scientists of CA Local 20
- **Maddy Hirshfield**, North Bay Labor Council
- **Marty Bennett**, North Bay Jobs with Justice / Just Recovery
- **Michael Allen**, CA Unemployment Insurance Appeals Board

The representatives at this workshop shared a wide range of perspectives on aspirations of and challenges faced by their organizations and workers in Sonoma County. They also provided examples of resources they can bring to addressing these challenges and successful models from other communities.

Labor representatives expressed frustration over not being included in the initial planning process but appreciated the opportunity to be heard and expressed an interest in being included in future deliberations. The group raised concern for the needs of working class families and those facing the greatest challenges in Sonoma County – low-income residents, the homeless population, and other historically marginalized groups. Many concerns raised were rooted in equity and the ongoing affordability crisis in Sonoma County – one of the top priorities in Strategic Sonoma.

Low- and moderate-income families across Sonoma County struggle to afford the rising cost of housing. Strategic Sonoma primarily addresses this challenge through supply-side solutions – creating more affordable housing and more higher-paying jobs across Sonoma County. Labor representatives advocate strongly for additional measures intended to raise the incomes of individuals in existing positions to meet the rising cost of living. Measures mentioned included statutory minimum wage requirements and project labor agreements. Education and apprenticeship programs were another major topic of conversation.

Overall the workshop focused on ways to leverage partnerships between government, the business community, and organized labor to raise wages, educate and train residents for productive careers, and better include the voices of all residents in decision making. Growing the wealth and security of working families in Sonoma County will ultimately benefit the entire economy by allowing a balanced mix of incomes, diversity, and ages to live, work, play, and invest locally.



Introduction

Strategic Sonoma is focused on economic development initiatives, and not all topics discussed within the workshop fit within its scope. A wide range of government, non-profit, and businesses led initiatives, however, are currently addressing most issues across Sonoma County. The following report includes a summary of the main priorities identified by labor representatives in the workshop and a discussion of how these might integrate with Strategic Sonoma or fit within other initiatives.

Organizations and individuals passionate about these topics are encouraged to get involved through a range of non-profits, local municipality initiatives, and Sonoma County initiatives. For example, those interested in aging and healthcare issues might look to the Area Agency on Aging within the Adult and Aging Division of the Sonoma County Human Services Department.

The organized labor workshop also discussed the Alliance for Just Recovery of which Marty Bennet from North Bay Jobs for Justice is a leader. This group meets on the first Thursday of the month and brings together a diverse group of individuals and organizations to put together a policy platform focused on equitable and sustainable recovery for all people living in Sonoma County. The Alliance for Just Recovery is another example of a group where concerned citizens can convene and advocate for policies around topics for which they are passionate.

Lastly, it is important to note that Strategic Sonoma contains three primary documents – one focused on strategy and two full of extensive research on the county’s economy, demography, and other topics. All three documents can be accessed online at www.strategicsonoma.com. The data in these reports should be seen as a resource for the entire community. A few labor workshop attendees praised the quality of this research and mentioned that they had already used some of the data within their own organizations.



01

**Organized Labor
Workshop**

Concerns Raised

NOTE: These pages are a summary of the discussion that occurred at the October 23 Organized Labor Workshop at the EDB offices. These are not conclusions or recommendations from the EDB or Avalanche Consulting, but an independent presentation of topics discussed by participants.

- Labor representatives expressed frustration that they were not included in the initial strategic planning process. Some workshop attendees felt that the process was not fully transparent.
- Many felt that the plan would benefit from additional input – especially from under-represented groups and those focused on equity aspects in the community – for example the Just Recovery Effort.
- Generally, a few raised concerns that equity was not addressed often enough in the strategy. Some desire a stronger focus on the topic of income inequality, the working poor, and the homeless.
- Housing affordability was raised as the #1 concern within Sonoma County. Workshop participants noted that unless we want to have massive public subsidies on housing, we need to raise wages across the board – or we will not have workers.
- The discussion of wages focused on legislative solutions, labor agreements, and education. Attendees universally advocated for minimum wage requirements at the county and city level. Representatives seek a minimum wage higher than the state. \$15 an hour was discussed, but there is a recognition that even this may fall short of a true living wage based on high local costs.
- Investing in education was raised as critical to ensuring that residents are able to earn living wages in the future. This discussion included Pre K-12 and post-secondary education.
- Participants noted that the County and hospitals are some of the largest employers in Sonoma County and that all employees should be paid a living wage. Many public sector and healthcare workers are unable to live in Sonoma County and have to commute from across the region – some as far as Sacramento.
- Attendees raised a common concern that income disparities are only getting worse across the county, and middle class jobs are disappearing.
- Other concerns raised for working class families included access to public transportation and affordable, quality childcare.
- It was noted that North Bay workers have a high work ethic and robust skill base. Attendees felt that we have a great talent pool, but current wages make it hard for many to afford to live locally. Additionally, many skilled workers that live locally travel to San Francisco to work, because the wages are higher than those offered in Sonoma County.
- Attendees expressed frustration with the proposed Santa Rosa Housing Bond (which notably did not pass in the election two weeks later). They believe in the importance of constructing new housing with affordability guarantees, but the North Bay Labor Council did not support the bond, because they felt there were not enough worker protections. They sought a project labor agreement, inclusion of apprenticeship and journeyman hours, and firmer agreements around prevailing wages. It was felt that those building these houses should have an opportunity to live in them.
- Lack of labor support for the housing bond was reflective of frustration by attendees that labor is frequently marginalized and not at the table when solutions are being developed and decisions are being made.
- Labor representatives are passionate about their cause and believe that by advocating for higher wages, they improve the lives of everybody in the county. They would like to be seen as partners in efforts to improve quality of life for all county residents rather than as adversaries. Earlier and consistent inclusion in planning and discussions would make them feel more welcome and equal as partners.



Moving Forward

NOTE: These pages are a summary of the discussion that occurred at the October 23 Organized Labor Workshop at the EDB offices. These are not conclusions or recommendations from the EDB or Avalanche Consulting, but an independent presentation of topics discussed by participants.

- Attendees noted that Strategic Sonoma includes an emphasis on developing apprenticeship programs but that the labor unions already have successful apprenticeship models. Rather than reinvent the wheel, they would like to be directly involved as partners with the Workforce Investment Board, Santa Rosa Junior College, and others in the expansion and formation of apprenticeship programs.
- Labor representatives recognized a need for public policy to drive movement around wage increases, housing, education, and other efforts. Notably, they felt that there are often too many initiatives, organizations, and priorities across Sonoma County, which dilutes their effectiveness and makes it difficult for residents to organize and move forward on priority needs. As a neutral party, they would like to see the EDB help direct some of these discussions through presentation of information and framing of the bigger questions.
- Sonoma County faces many challenges, and attendees felt that there is a need to use the collective wisdom of the community to find solutions – especially on how to address the “missing middle.” This means hearing all voices – especially those under-represented in planning processes, building consensus around top priorities, and creating coalitions to move actions forward.
- Developing effective solutions will also require more transparency, inclusion, and accountability. Labor representatives suggested that the EDB use the Strategic Sonoma website and other tools to provide regular progress reports on the strategy, track metrics, and solicit public input. In general, they would like to see more listening and elevating of stories of those living in the community to ensure all voices are heard.
- Attendees asked whether there were opportunities for Sonoma County to utilize the public pension fund as a social investment tool to fund community priority projects.
- Workshop participants discussed the importance of highlighting examples of projects that have successfully addressed the “missing middle” in Sonoma County. The primary example shared was the project labor agreement with the casino – which used union labor and apprenticeships. Jobs at the casino were cited as some of the best service sector jobs in Sonoma County.
- The group discussed some educational approaches, including opportunities for labor unions to partner with the Workforce Investment Board, hotels, and Santa Rosa Junior College to develop a comprehensive training program for the hospitality industry. Suggested models included Las Vegas and Los Angeles.
- Attendees noted an opportunity for equitable housing solutions with transit oriented development around the SMART train. Community benefit agreements were discussed as a way for the public sector to incentivize affordable housing and local hiring. The BART project in Oakland was cited as a model for community benefit agreements.
- An attendee raised the importance of taking a regional approach to housing, transportation, and economic development, because the attendee noted that Sonoma County does not stand isolated. The Metropolitan Transportation Commission and Association of Bay Area Governments have both developed strong comprehensive studies and plans, including the Plan Bay Area 2040 and the recently formed Committee on Affordable and Sustainable Accommodations.
- In general the group expressed a hope for more forward, outside-the-box thinking to address deepening equity and affordability concerns countywide. One attendee requested additional research and strategizing around the Economics of Aging, Poverty, and Healthcare.



02

**Strategic Sonoma
Integration**

Strategic Sonoma Vision & Framework

Strategic Sonoma was developed around the Collective Impact Framework first described by John Kania and Mark Kramer. The framework provides a comprehensive structure to focus diverse organizations on a shared vision and strategic goals. It is intended to remain flexible to changing conditions and new opportunities while still holding partners accountable.

The Strategic Sonoma framework focuses on the following vision statement: **Sonoma County is a resilient, inclusive, and economically diverse community.**

The opening description notes that there are significant income, education, and opportunity gaps in Sonoma County – especially between White and Latino residents – that must be addressed to achieve this vision. As an economic development strategy, Strategic Sonoma addresses these disparities through a focus on equitable and economically-aligned workforce development and education initiatives – including tactics focused on supporting residents through housing, transportation, tuition, and more. The plan identifies six topline goals with a range of projects supporting each – including a number focused on topics raised by the Organized Labor Workshop. The six goals are:

Recover from the October 2017 fires.

Build necessary housing.

Educate and support our workforce.

Diversify existing business clusters.

Be a leader in environmentally-sustainable practices.

Improve mobility and access to services.

Under each of these goals, there are explanations of their importance backed by significant research and projects to be led by partners across the county. Projects that relate to topics raised by organized labor include building more affordable housing, creating higher wage jobs, developing innovative workforce training programs, providing resources to students and workers, and continuing to communicate with and listen to residents when developing specific solutions. Throughout the report there are calls to listen to and consider the needs of seniors, disabled residents, the homeless population, Latinos, and other less-connected groups that often face economic barriers and are frequently underrepresented in planning decisions.

Solutions to challenges will not come overnight, but as Strategic Sonoma emphasizes, “communication will be key – listening to residents, telling the Strategic Sonoma story, and holding each other accountable to the shared vision and goals.” This workshop was one step in that continued conversation.



Labor Priorities Relative to Strategic Sonoma

Some of the concerns raised during the Organized Labor Workshop align with integral parts of the Strategic Sonoma plan. There were three key areas where labor priorities and Strategic Sonoma priorities aligned: housing, education and workforce, and mobility and access to services. Strategic Sonoma focuses on economic development related topics and does not seek to duplicate the work already being conducted by other partners in the county. Instead, the plan emphasizes the importance of diverse initiatives to the economic health of Sonoma County and shows how they fit into the overall collective framework.

Build Necessary Housing

Under this goal, an important statement read: “To address concerns related to mobility, affordability, and aging, new housing plans must encourage inclusion of affordable, workforce, and homeless housing units; mixed-income developments; senior living options; and transit-oriented development. Increased density will have the additional benefit of making transit options more cost effective. To ensure new housing serves all residents, these initiatives should support the Sonoma County Department of Human Services and other organizational efforts to meet with Latinos, seniors, disabled individuals, homeless residents, and other groups that have special needs. Their voices should be heard and perspective integrated into planning processes.”

This goal also includes a call to “collaborate with the Association of Bay Area Governments and Metropolitan Transportation Commission to ensure Sonoma County fits regional housing plans and can utilize available financial and other resources.” There is an entire page of the plan focused on homelessness and the importance of supporting the Sonoma County Continuum of Care 10-Year Homeless Action Plan.

Educate and Support our Workforce

There are numerous projects focused on addressing disparities and equity concerns through proactive investment in education for students, adult learners, and their families. Suggested projects include expansion of STEM and CTE programs, skills development, creation of a Cooperative Education Program, establishment of a construction skills training center, expansion of the Dislocated and Incumbent Worker Training Program, development of new scholarship programs, and the provision of resources to support continued education so that students actually graduate – from books to childcare to transportation.

Improve Mobility and Access to Services

This includes many projects focused on helping Sonoma County seniors age in place and helping low-income residents access jobs, education, and other services.

The language and approach to topics may at times be different from that of organized labor, but ultimately many of the values are shared. Strategic Sonoma is an economic development plan, which brings together diverse perspectives to make a compelling case for projects that prioritize the overall economic health of the community. Most of these projects will not be led by the EDB, but rather by partners, including other County departments, Cities, Santa Rosa Junior College, the Workforce Investment Board, and private employers. **This workshop highlighted the importance of both finding roles for organized labor as implementation partners and directing interested parties to engage with other groups and strategies addressing topics not covered by Strategic Sonoma.**



Ongoing Inclusion

The workshop helped identify areas for improvement and collaboration for organized labor in Strategic Sonoma around shared goals. In the case of Strategic Sonoma, organized labor could provide significant additional value in the development of training programs and building coalitions to affect change within the collective impact framework.

Moving forward, the following efforts can help ensure greater inclusion:

All partners in Sonoma County should consider projects that positively address equity concerns and take into account the impacts on groups most at risk, including low-income families, disabled residents, seniors, homeless individuals, and others. Partners should strive to include these groups in the development of plans and projects to serve their needs.

Sonoma County is home to an abundance of non-profits, government programs, and citizens groups working to address a range of topics – from homelessness to education to environmental protection. Many citizens and organizations passionate about topics find it difficult to know exactly where they can plug in and provide perspectives and support.

The Community Foundation is currently undergoing a process to map the breadth of activities in Sonoma County. **As a facilitator monitoring Strategic Sonoma and other initiatives, the Sonoma County EDB can refer interested citizens to engage with programs and organizations that match their interests. This can facilitate greater inclusion and bring the passion of the county's residents to the places where they can have the greatest impact.**

Organized labor representatives can continue to be invited by the Workforce Investment Board to collaborate around workforce development initiatives such as apprenticeship programs and career and technical education.

Strategic Sonoma partners should make a strong commitment to transparency and communication. The EDB can continue to utilize their website, the Strategic Sonoma website, and those of partner organizations to monitor and communicate progress with the public, share stories of individuals and businesses in Sonoma County, and solicit feedback through surveys, social media, and other methods at appropriate times.





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: Sonoma County Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Caroline Judy, General Services, 707-565-8058
Johannes Hoevertsz, Transportation & Public
Works, 707-565-2231

Supervisorial District(s):

Title: License Amendments for River Friends of the Library; Friends of Villa Grande, and Court Appointed Special Advocates

Recommended Actions:

- 1) Authorize the General Services Director to execute the following amendments, and to execute future amendments and associated documents required for the operation of the agreements, as reasonably requested by General Services staff, and in consultation with County Counsel, which are consistent with the essential terms of the original agreements and do not extend the terms of the agreements:
 - a) an amendment to the license agreement with River Friends of the Library, to extend the term through February 11, 2024, and provide two, 5-year options, for a total term through February 10, 2034, for use of 280 sq. ft. of County land, located within the Transportation & Public Works Road Yard, located at 14900 Armstrong Woods Road, Guerneville;
 - b) an amendment to the license agreement with Friends of Villa Grande, to: i) extend the term; and ii) redefine the premises, which is comprised of the historic Villa Grande Firehouse building and the unimproved land surrounding the building, located in the town of Villa Grande;
 - c) an amendment to the license agreement with Court Appointed Special Advocates, to extend the agreement through January 31, 2023, for use of Classrooms D, I, J and L, comprised of 2,492 sq. ft. and located at 365 Casa Manana Road at the County Los Guillicos campus, in Santa Rosa.
- 2) Make findings as required by Section 26227 of the Government Code that the proposed amendments are necessary to meet the social needs of the population of the County and that the County does not need the subject premises during the extended terms of these agreements.

Executive Summary:

This Board item requests Board approval of three (3) proposed license amendments with the River Friends of the Library, the Friends of Villa Grande and the Court Appointed Special Advocates, to extend the terms of these agreements, and to expand the Premises currently used by the Friends of Villa Grande.

River Friends of the Library. County entered into a license agreement with the River Friends of the Library on February 11, 2014, and the term expires February 10, 2019. The River Friends of the Library has been utilizing 280 sq. ft. of land, located within the County Transportation & Public Works Road Yard located at 14700 Armstrong Woods, in Guerneville. The licensee maintains two storage sheds on the Premises where book donations are stored, which are used in turn to help raise funds to support the Guerneville Regional Library and the various programs and services provided by the Guerneville Regional Library. The proposed amendment would extend the term through February 10, 2024, and provide two, five-year options to extend the term through February 10, 2034. Staff has confirmed that the continued use of the Premises by the licensee would not interfere or conflict with uses of the property by the Transportation & Public Works Department.

Friends of Villa Grande. County entered into a license agreement with the Friends of Villa Grande on February 11, 2014, and the term expires on February 10, 2019. The Friends of Villa Grande have been utilizing County-owned property comprised of a 206 sq. ft. building known as the historic Villa Grande Firehouse building, located at the intersection of Western Way and Willow (the Plaza), in the town of Villa Grande. The Premises are used for storage of gardening tools and equipment. In addition, the licensee has restored the Firehouse. Staff is currently preparing an amendment with the Friends, to extend the term and to redefine the Premises, which would be expanded, to provide space for the Licensee to host meetings and fund-raising events for the benefit of the local community. Because of the ongoing negotiations with respect to the terms of the amendment, staff requests your Board delegate authority to the General Services Director to execute an amendment, in a form approved by County Counsel, to prevent the lapse of the license agreement, during the approval process of the amendment. Transportation & Public Works staff has confirmed that the continued use and expansion of the Premises by licensee will not conflict with the use of the Premises during the proposed term extension.

Court Appointed Special Advocates. County entered into a license agreement with the Court Appointed Special Advocates on February 3, 2016, and the term expires on January 31, 2019. The Court Appointed Special Advocates (CASA) has been utilizing Classrooms D, I, J and L, located at 365 Casa Manana Road at the County Los Guilicos campus. CASA screens and trains volunteer workers, who are assigned by the Sonoma County Courts, to become a friend, advocate and/or mentor to children involved in the dependency or delinquency system. The proposed amendment would extend the term through January 31, 2021, and renew year-to-year through January 31, 2023. Staff has confirmed that the continued use of the Premises by CASA will not conflict with the use of the Los Guilicos campus during the proposed term extension.

Staff requests that your Board authorize the Director of General Services to execute the proposed amendments, future amendments and associated documents required for the operation of the agreements, as reasonably requested by General Services staff, and in consultation with the County Counsel, which are consistent with the essential terms of the original agreements and which do not

extend the terms of the agreements. Staff also requests that your Board make a finding pursuant to Government Code 26227 that the proposed amendments are necessary to meet the social needs of the population of the County and that the County does not need the Premises during the extended terms of the agreements.

Discussion:

River Friends of the Library. The River Friends of the Library organization (River Friends) coordinates book sales to raise supplemental funds for the Guerneville Regional Library, which supports lectures, events and programs such as art shows, the annual Readers’ Theater, and the Young Writers Contest. The River Friends is dedicated to augmenting library services, programs and materials for Guerneville, Monte Rio, Occidental and Forestville.

The proposed amendment is a renewal of an existing agreement with River Friends, executed on February 11, 2014 and expiring on February 10, 2019. The River Friends maintains two storage sheds on approximately 280 sq. ft. of County-owned land, located within the Road Yard at 14900 Armstrong Woods, Guerneville. The proposed amendment would extend the term of the agreement through February 10, 2024, and provide 2, five-year options to extend the term through February 10, 2034. The Department of Transportation & Public Works does not have an immediate need for the Premises and confirms that the continued use of the Premises by licensee will not conflict with the use of the Guerneville Road Yard by the department during the proposed term extension.

Friends of Villa Grande. The Friends of Villa Grande organization (Villa Grande Friends) is the owner of real property in Villa Grande, located at Assessor’s Parcel No. 095-051-009, commonly known as Patterson Point Preserve (the “Preserve”), a 1.8 acre riparian parcel of land, used for beach access and recreation along the Russian River by residents of Villa Grande, local Russian River communities, and the general public.

The proposed amendment is a renewal of an existing agreement with Villa Grande Friends, executed on February 11, 2014, and expiring on February 10, 2019. The Villa Grande Friends have been utilizing County-owned property comprised of a 206 sq. ft. building known as the historic Villa Grande Firehouse building, located at the intersection of Western Way and Willow (the Plaza), in the town of Villa Grande. The Premises are used for storage of gardening tools and equipment. In addition, the licensee has restored the Firehouse. Staff is currently preparing an amendment with the Friends, to extend the term, and to redefine the Premises, which would be expanded, to provide space for the Licensee to host meetings and fund-raising events for the benefit of the local community. (Please see Attachment 2 – Site Plan). Staff has confirmed that the Department of Transportation does not need the Premises, and that the continued use and expansion of the Premises by licensee will not conflict with the use of the Premises during the proposed term extension. Because of the ongoing negotiations with respect to the terms of the amendment, staff requests your Board delegate authority to the General Services Director to execute an amendment, in a form approved by County Counsel, to prevent the lapse of the license agreement, during the approval process of the amendment.

Court Appointed Special Advocates. The Court Appointed Special Advocates organization (CASA) provides advocacy services without charge to children between the ages of birth and 21, who are dependents of the Courts. These children are removed from their parents’ care as a result of abuse, neglect or the inability of the parents to care for them. CASA trains and provides volunteers who are

appointed by the Courts to represent the best interests of each child. During the time the child remains in the juvenile court system, the CASA volunteer serves as an advocate, positive role model, and support: 1) to be a child's voice in court, representing his/her needs, concerns and best interests; 2) to complement the Juvenile Court/Child welfare system by researching and assessing the circumstances of the case and reporting his/her findings and recommendations; and 3) to continue to provide emotional support to the child and to follow the progress of the case as it moves through the system. CASA occupies Classrooms D, I, J and L, located at 365 Casa Manana Road, at the Los Guilicos campus.

The proposed amendment is a renewal of an existing agreement with CASA, executed on February 3, 2016, and expiring on January 31, 2019. The proposed amendment would extend the term of the agreement through January 31, 2020 and renew year-to-year through January 31, 2022. Staff has confirmed that the continued use of the CASA Premises will not conflict with the use of the Los Guilicos campus during the proposed term extension.

Public Benefit. In consideration of these Agreements and for use of the subject Premises, River Friends of the Library, the Friends of Villa Grande and Court Appointed Special Advocates provide services for the general public that are necessary to meet the social needs of the County and its residents. Section 26227 of the Government Code allows the County to enter into the proposed amendments, provided the Board makes a finding that the agreements are necessary to meet the social needs of the population of the County and will not substantially conflict or interfere with the use of the premises by the County. Staff suggests that the provision of these agreements is in the best interest of the public in the areas of rehabilitation, social welfare and education: River Friends of the Library utilizes the Premises to store books and other materials, which are then used for fundraising purposes in support of the Sonoma County Library, which provides services to the community. The Friends of Villa Grande have restored and repainted the Villa Grande Firehouse for the enjoyment of the local community, and have maintained the grounds surrounding the building, and propose to use the expanded premises to host community meetings and fund-raising events. CASA provides outreach services to Sonoma County children between the ages of birth and 21, who are dependents of the Courts. There are no other proposed uses for the affected premises at this time or during the terms of the proposed agreements.

Prior Board Actions:

River Friends of the Library:

02/11/14 Authorized General Services Director to execute Second Amendment
06/07/05 Authorized the General Services Director to execute First Amendment

Friends of Villa Grande:

02/11/14 Authorized General Services Director to execute the Agreement

Court Appointed Special Advocates:

02/02/16 Authorized General Services Director to execute the Agreement
06/07/05 Resolution authorizing General Services Director to execute Third Amendment
11/18/03 Resolution authorizing General Services Director to execute Second Amendment
01/07/97 Authorized Chair to sign letter of support for a grant from the Judicial Council for CASA program; authorized Real Estate Manager to negotiate license agreement with Social Advocates for Youth for use of Classroom L at Los Guilicos facility

07/23/96	Accepted \$10,000 grant on behalf of Social Advocates for Youth for CASA program
01/09/96	Approved letter of support for grant application

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

Approval of the subject amendments allows the continued use of the subject Premises by these organizations, which benefit the general public in the areas of social welfare, education, and rehabilitation.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$10,815	10,815	10,815
Additional Appropriation Requested			
Total Expenditures	\$10,815	10,815	10,815

Funding Sources

General Fund/WA GF	\$10,815	10,815	10,815
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$10,815	10,815	10,815

Narrative Explanation of Fiscal Impacts:

For the Premises associated with the River Friends of the Library and Friends of Villa Grande agreements, there have been no costs incurred by the Department of Transportation and Public Works. The licensees each assume the cost to maintain the structures (the storage sheds at the Guerneville Road Yard; the Villa Grande firehouse), for the benefit of the community, visitors and the general public.

For the Premises associated with the CASA license agreement, there are costs for janitorial and maintenance incurred by the General Services Department, which are paid out of the General Fund. In FY17-18, the cost for janitorial services performed was \$7,660, and the cost for maintenance performed for same was \$3,155, for a total cost of \$10,815. The cost for janitorial services and maintenance performed to date in FY18-19 is \$3,785, and \$1,616, respectively. The projected total cost for janitorial and maintenance services in FY18-19 is approximate to FY17-18, or \$10,815.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Attachment 1: Copies of the proposed amendments for River Friends of the Library and CASA Attachment 2: Site Plan – Premises for Friends of Villa Grande			
Related Items “On File” with the Clerk of the Board:			
None.			

**FIRST AMENDMENT
TO
REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES**

This First Amendment (“First Amendment”), dated as of _____, 2018 (“Effective Date”) is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (“County”), and the **RIVER FRIENDS OF THE LIBRARY**, a California non-profit corporation (“Licensee”). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

R E C I T A L S

WHEREAS, County and Licensee entered into that certain Revocable License Agreement for Use of County Facilities, dated February 11, 2014 (“Agreement”) for use of a portion of the Guerneville Road Yard, located at 14900 Armstrong Woods Road, Guerneville, California (“Premises”); and

WHEREAS, the term of the Agreement expires on February 10, 2019, and County and Licensee desire to amend the Agreement in order to extend the term, provide options to extend the term of the Agreement, and to make other modifications.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. Effective as of the Effective Date of this First Amendment, Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4. Term.

4.1 Initial Term. The term of this Agreement (“Initial Term”) shall commence on February 11, 2014 and expire at midnight on February 10, 2024, unless earlier terminated in accordance with Section 21 below.

4.2 Option Terms. At the end of the Initial Term, Licensee is given two (2) options (“Options”, each an “Option”) to extend the term, for five (5) years each (the “Extended Terms”, each an “Extended Term”), on all of the provisions contained in this Agreement. Licensee shall provide written notice of exercise of its Option (“Option Notice”) to the County at least sixty (60) days prior to the expiration of the Initial Term, or the first Extended Term, as the case may be.”

2. Except to the extent the Agreement is specially amended or supplemented hereby, the Agreement, together with exhibits, is, and shall continue to be, in full force and effect, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any right of County arising thereunder.

3. This First Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this First Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS THIRD AMENDMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

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

LICENSEE: **RIVER FRIENDS OF THE LIBRARY**, a California non-profit corporation

By: _____
Print Name: _____
Title: _____

COUNTY: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Caroline Judy, Director
Department of General Services

The General Services Director is authorized to sign this First Amendment pursuant to Board of Supervisors' Summary Action dated _____, 2018.

APPROVED AS TO FORM
FOR COUNTY:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO CONTENT
FOR COUNTY:

Johannes Hoevertsz, Director
Transportation and Public Works Department

Marc McDonald, Real Estate Manager

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

**FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT
FOR USE OF COUNTY FACILITIES**

This First Amendment ("First Amendment") dated as of _____, 2019 (hereinafter "Effective Date") is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California, (hereinafter called the "County"), and **COURT APPOINTED SPECIAL ADVOCATES**, a California non-profit corporation (hereinafter called the "Licensee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below).

R E C I T A L S

WHEREAS, County and Licensee entered into that certain Revocable License Agreement for Use of County Facilities dated February 3, 2016 ("Agreement") for premises known as **Classrooms D, I, J and L at 365 Casa Manana Road, Santa Rosa, California** ("Premises"); and

WHEREAS, the term of the Agreement will expire on January 31, 2019, unless the Agreement is renewed or extended; and

WHEREAS, County and Licensee desire to amend the Agreement in order to extend the term and make other revisions.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. Effective as of the Effective Date of this First Amendment, Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"4. Term. The term ("Initial Term") of this Agreement shall commence on February 1, 2016 ("Commencement Date") and expire at midnight on January 31, 2021, unless earlier terminated in accordance with Section 23 below.

At the end of the Initial Term, this Agreement shall automatically renew itself from year to year ("Renewal Term") for a period not to exceed two (2) years, on all of the provisions contained in this Agreement unless either party notifies the other in writing thirty (30) days in advance of the end of the Initial Term or any year-to-year extension thereof of that party's decision to terminate this Agreement. The Initial term together with each and any renewal term shall constitute the term ("Term" of this Agreement."

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be

constructed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This First Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this First Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND LICENSEE HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

"LICENSEE": **COURT APPOINTED SPECIAL ADVOCATES,**
a California non-profit corporation

By: _____
Millie Gilson, Executive Director

"COUNTY": **COUNTY OF SONOMA,** a political
subdivision of the State of California

By: _____
Caroline Judy, Director
Department of General Services

The General Services Director is authorized to sign this First Amendment pursuant to Board of Supervisors' Summary Action dated _____, 2019.

APPROVED AS TO FORM
FOR COUNTY:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

Marc McDonald
Real Estate Manager

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

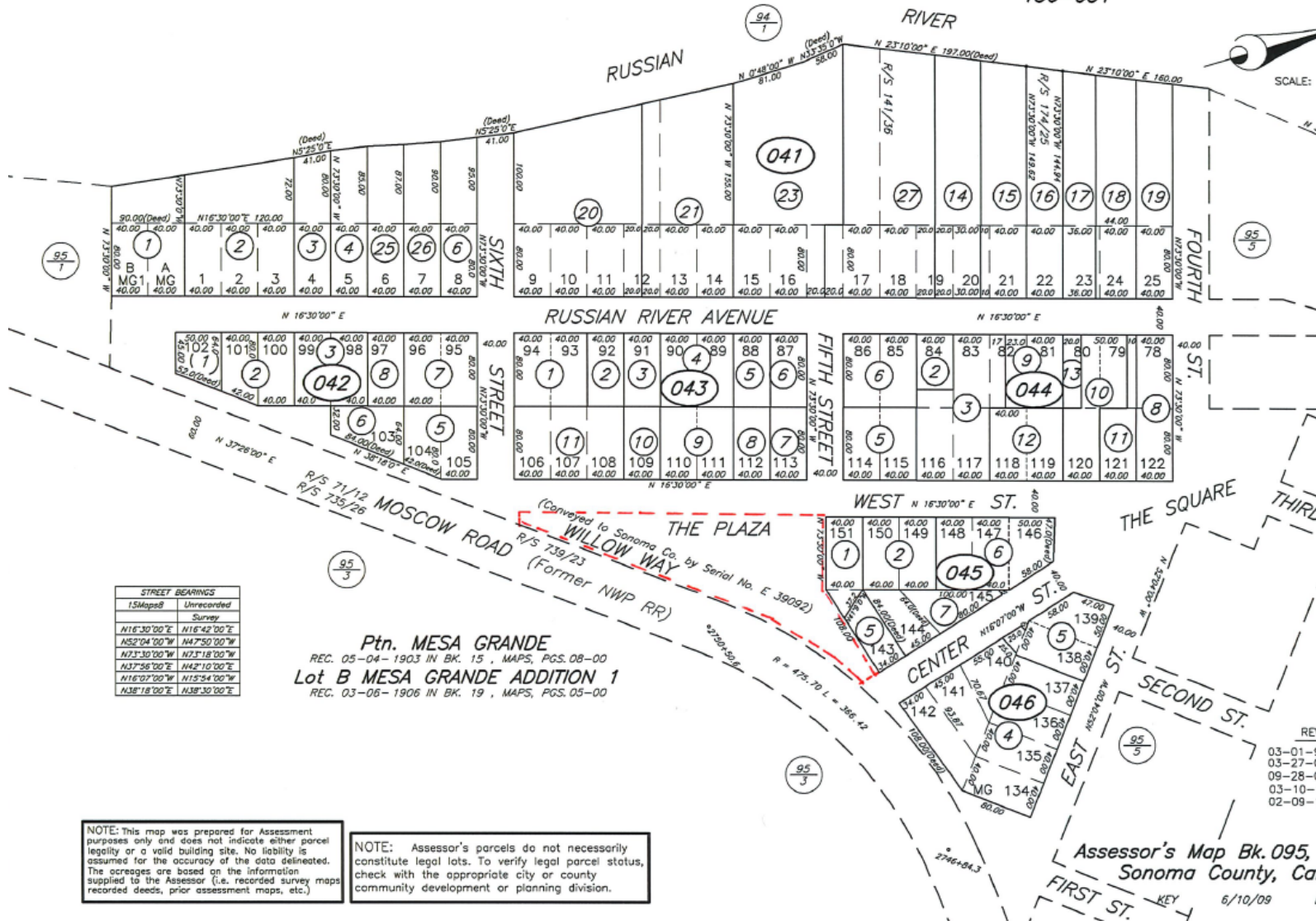
Reviewed by: _____

Date: _____

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
156-051

95-1



STREET BEARINGS	
15 Maps	Unrecorded
	Survey
N16°30'00"E	N16°42'00"E
N52°04'00"W	N47°50'00"W
N73°30'00"W	N73°18'00"W
N37°26'00"E	N42°10'00"E
N16°07'00"W	N15°54'00"W
N38°18'00"E	N38°30'00"E

Ptn. MESA GRANDE
REC. 05-04-1903 IN BK. 15, MAPS, PGS. 08-00
Lot B MESA GRANDE ADDITION 1
REC. 03-06-1906 IN BK. 19, MAPS, PGS. 05-00

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.

Assessor's Map Bk. 095,
Sonoma County, Cal

6/10/09 E

REV
03-01-9
03-27-0
09-28-0
03-10-1
02-09-1

EXHIBIT A-1



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 17
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Regional Behavioral Health Integration Project

Recommended Actions:

Authorize the Director of Health Services to execute a memorandum of understanding with Redwood Community Health Coalition to accept \$41,800 in revenue to support and establish the infrastructure between health and social service programs to improve behavioral health integration through December 31, 2019.

Executive Summary:

In April 2018 Redwood Community Health Coalition contacted the Department of Health Services to request that the Department be included as a partner in a grant proposal to Well Being Trust, a national foundation dedicated to advancing mental and social health, to support improvements to transition of patient care between clinics, hospitals, and the County. Redwood Community Health Coalition has been awarded a Regional Behavioral Health Integration Project grant from Well Being Trust for this effort.

This item requests approval to execute a memorandum of understanding which details the Department's participation in the collaborative project with Redwood Community Health Coalition. The project utilizes a multi-pronged approach to improve individuals' ease of access to mental and behavioral healthcare in Sonoma County. The project aims to promote health equity by focusing on community health center patients by developing systems to improve transitions of care and care coordination across disparate organizations.

Discussion:

Health center patients come from the most vulnerable and marginalized populations and are often high utilizers of both healthcare and social service systems. Unfortunately, many patients often have difficulty accessing mental and behavioral healthcare and services. There is a need to establish infrastructure between health and social services to facilitate practical steps to address barriers to access. Common barriers that limit mental and behavioral healthcare include: a fragmented system of primary care, mental health, and behavioral health providers; a psychiatry workforce shortage in

California; and an insufficient assessment of patients' social needs (and referrals to the appropriate social service organizations) during their behavioral health visit.

Redwood Community Health Coalition was recently awarded a Regional Behavioral Health Integration Project grant funded by the Well Being Trust to break down organizational silos which will improve efficiencies for agencies and care coordination for patients. As the grant lead, Redwood Community Health Coalition desires to partner with and fund the Department of Health Services for efforts related to behavioral health integration.

The efforts associated with the proposed Redwood Community Health Coalition memorandum of understanding align with Sonoma County Strategic Plan 2018: 18 Month Work Plan goals, specifically around increasing access to safety net services and strengthening Public and Behavioral Health infrastructure.

Successful implementation of this initiative will include:

- Developing systems to strengthen transitions of care and care coordination across disparate organizations, such as identifying and agreeing upon a standard model for stratifying patient diagnoses into mild, moderate, and severely mentally ill categories to better understand where patients should receive care (e.g. a health center, Sonoma County's Behavioral Health Division, or a psychiatric facility); developing universal release forms; and reviewing and updating workflows, policies, and procedures.
- Incorporating Social Determinants of Health assessment and referrals into mental health/behavioral health visits at community health centers utilizing the Protocol for Responding to and Assessing Patients' Assets, Risks, and Experiences (PRAPARE) assessment tool.
- Strengthening the psychiatry workforce and building the capacity of primary care providers to treat patients with mental health needs including: linking community health centers to training programs; pooling existing psychiatry and tele-psychiatry resources; and identifying models that would facilitate joint recruitment of psychiatry staff.
- Pilot testing direct health information exchange connections to facilitate communication among Redwood Community Health Coalition health centers, Sonoma County's Behavioral Health Division, and St. Joseph Health (Santa Rosa Memorial Hospital and Petaluma Valley Hospitals) for better continuity of care.
- Planning to establish an intensive outpatient behavioral health program in Sonoma County that will build upon and expand the existing St. Joseph Health Program.

The Department's Project budget is \$41,800 over the grant term. Funds will be used to support a Health Program Manager at approximately 0.10 full-time equivalent. In addition to funding for staff, grant funds may be used to fund contracted efforts that the committee deems necessary and for which internal capacity does not exist. The grant goal associated with improved behavioral health infrastructure closely aligns with work the Department has planned regardless of receipt of grant funding.

Prior Board Actions:

N/A

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
The proposed collaborative project with Redwood Community Health Coalition serves to support the well-being of county residents by easing access to mental and behavioral healthcare in Sonoma County.			
Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	27,864	13,936	0
Additional Appropriation Requested			
Total Expenditures	27,864	13,936	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	27,864	13,936	
Use of Fund Balance			
Contingencies			
Total Sources	27,864	13,936	0
Narrative Explanation of Fiscal Impacts:			
Fiscal year 2018-2019 funding will be added to the approved budget via the consolidated budget adjustments process. Fiscal year 2019-2020 funding will be included in the budget for fiscal year 2019-2020. Total grant funding is \$41,800. Funding will be used to support contracts planning, training, and consulting organization that will work with existing Department staff to implement the process.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Redwood Community Health Coalition Well Being Trust memorandum of understanding			
Related Items "On File" with the Clerk of the Board:			
None			

Well Being Trust *Regional Behavioral Health Integration Project*
Memorandum of Understanding (MOU) between
Redwood Community Health Coalition (RCHC)
and
County of Sonoma (County)

This agreement pertains to the Redwood Community Health Coalition (RCHC) *Regional Behavioral Health Integration Project* funded by the Well Being Trust. This project will utilize a multi-pronged approach to improve individuals' ease of access to mental and behavioral healthcare and to the determinants of well-being in Sonoma and Marin Counties. We aim to promote health equity by focusing on community health center patients. Health center patients come from the most vulnerable and marginalized populations and are often high utilizers of both healthcare and social service systems.

I BACKGROUND

This program aims to increase access to mental and behavioral healthcare and establish infrastructure between health and social service programs to facilitate practical steps to address barriers to access in our regional healthcare system, including: a fragmented system of primary care, mental health, and behavioral health providers; a psychiatry workforce shortage in California; and insufficient assessment of patients' social needs (and referrals to the appropriate social service organizations) during the behavioral health visit.

Successful implementation of this initiative will include:

- Developing systems to strengthen transitions of care and care coordination across disparate organizations, such as identifying and agreeing upon a standard model for stratifying patient diagnoses into mild, moderate, and severely mentally ill categories to better understand where patients should receive care (e.g. a health center, County's Behavioral Health Division, or psychiatric facility); developing universal release forms; and reviewing and updating workflows, policies, and procedures.
- Incorporating social determinants of health (SDOH) assessment and referrals into mental health (MH)/behavioral health (BH) visits at community health centers utilizing the Protocol for Responding to and Assessing Patients' Assets, Risks, and Experiences (PRAPARE) assessment tool;
- Strengthening the psychiatry workforce and building the capacity of primary care providers to treat patients with mental health needs, including: linking community health centers to training programs; pooling existing psychiatry and telepsychiatry resources; and identifying models that would facilitate joint recruitment of psychiatry staff;
- Pilot testing direct health information exchange (HIE) connections to facilitate communication among RCHC Health Centers, County's Behavioral Health Division, and St. Joseph Health (Santa Rosa Memorial Hospital and Petaluma Valley Hospitals) for better continuity of care; and
- Planning to establish an intensive outpatient behavioral health program in Sonoma County that will build upon and expand the existing St. Joseph Health Program.

II PROJECT ROLES AND RESPONSIBILITIES

RCHC team agrees to:

1. Provide ongoing project management to assure successful implementation and tracking of the project.
2. Assure that all requirements of the grant are met by the end of the grant period. RCHC will develop and submit program reports to the Well Being Trust.
3. Convene and lead meetings around Behavioral Health Care Coordination, Psychiatry Workforce Development, Social Determinants of Health, and Sonoma County HIE Connections.
4. Participate in the Behavioral Health Collaborative (Committee for Healthcare Improvement (CHI) Workgroup) and the Intensive Outpatient Program Planning group.
5. RCHC will aggregate health center data for submission to Well Being Trust.
6. Administer funds to grant participants during the grant period.

County team agrees to:

1. Pilot test protocols developed during project, including but not limited to:
 - a. A universal patient/client release of information form;
 - b. Standard model for stratifying patients into mild, moderate, and severely mentally ill categories; and
 - c. Workflows, policies, and procedures related to facilitating behavioral health patient transitions of care;
2. Participate in at least 10 meetings related to this project;
3. Implement an electronic health record with the functionality to engage in health information exchange which is used to document behavioral health services.
4. Pilot test Direct Secure Messaging to engage with stakeholder organizations' through electronic health information exchange.
5. Data Collection:
 - a. Total number of behavioral health providers registered with a Direct trust Health Information Service Provider (HISP).
 - b. Implement CareConnect and Carequality to engage in health information exchange with health centers to facilitate transitions of care.

III PAYMENT AND PERFORMANCE GOALS

RCHC will distribute up to a total of \$41,800 to County for this project. See funding breakdown below:

- Up to \$5,000 will be distributed to County to help offset the cost associated with staff participation in meetings/workgroups.
- Up to \$36,800 will be distributed to County to support the first year of: Care Connect implementation, Subscription for CareConnect Inbox, implement Carequality to engage health information exchange, Subscription for Carequality Connector and Subscription for Direct Secure Messaging.

Payment is dependent on completing the project deliverables outlined above. Funds not earned will be retained by RCHC and reinvested into training and technical assistance to support all health centers to improve access to behavioral health care. In no event shall RCHC be obligated to pay County more than the total sum of \$41,800 under the terms and conditions of this MOU.

RCHC Payment Schedule:

RCHC will issue payments to County within 30 days of contract execution. County will receive 2/3 of their payment at project start and the final 1/3 of their payment at project end.

IV TERM

Term of Agreement:

The project term is July 1, 2018 through December 31, 2019.

Termination of Agreement:

Either party may terminate this agreement on 30 days written notice.

V SIGNATURE

Barbie Robinson
Director, Department of Health Services
County of Sonoma

Date

Teresa Tillman
Acting CEO
Chief Operating Officer
Redwood Community Health Coalition

Date



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 29, 2019

Vote Requirement: Unanimous

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Christina Cramer, HR Director, 565-2988
Ric Giardina, Workforce Develop. Mgr., 565-3145

Supervisorial District(s):

All

Title: Learning Management System

Recommended Actions:

- 1.) Authorize the Director of Human Resources to execute a software services agreement with Saba Software, Inc., for the acquisition of a learning management system which is critical to support the Board-approved mandated disaster preparedness training for all County employees as disaster service workers. Agreement term of February 1, 2019 to January 31, 2021, with a maximum agreement amount not to exceed \$427,640.
- 2.) Authorize the Director of Human Resources to extend the agreement for up to two, one-year terms provided the annual on-going costs do not increase by more than 10% each year.
- 3.) Adopt Resolution adjusting the FY 2018-19 Adopted Budget programming \$338,000 from the Disaster Set Aside within the General Fund Reserves for one-time LMS implementation costs. (Unanimous Vote Required)
- 4.) Adopt Resolution amending the 2018-2019 Department Allocation Tables of the Human Resources Department, deleting 1.0 FTE Department Analyst and adding 1.0 FTE Department Information Systems Specialist. (4/5th Vote Required)
(Unanimous and 4/5th Vote Required)

Executive Summary:

The requested Board action authorizes the Human Resources Director to execute a services agreement for a Learning Management System (LMS). An LMS is a cloud-based software application for the administration, documentation, tracking, reporting and delivery of training and development programs. This will provide the County with the ability to deliver and track training programs to its entire workforce in order to support the Board's mandated emergency preparedness and disaster training program. The LMS will also greatly enhance the County's ability to provide customized training programs for workforce development.

Saba Software was selected through a Request for Proposal process. Approval of this action will result in the County's ability to move forward with the system implementation phase.

Discussion:

A post-disaster review of the October 2017 fires recommended the County commit 1% of annual staff time (or 20 hours per year) to emergency preparedness training and disaster training. The Board of Supervisors, by Resolution No.18-0332 on August 17, 2018, directed staff to develop a training and exercise program to support and maintain an effective Disaster Preparedness Program. To accomplish this directive, Human Resources identified the need for a Learning Management System (LMS) to assist in these critical efforts. This directive is also included in the Recovery and Resiliency Framework adopted by the Board on December 11, 2018 in Goal C2, item 3: "Expand training and drills for countywide emergency managers, mutual aid partners, elected officials, and County Staff."

An LMS is a cloud-based software application. An LMS system provides the technology to assign, monitor training and, most importantly, provides e-learning and mobile modalities that can efficiently reach large and targeted audiences. These systems can greatly enhance an organization's workforce development program and mitigate risk through safety and compliance training. As a result, implementing an LMS has been a key strategic priority for Human Resources.

The County's experience and lessons learned after the 2017 fires resulted in objectives to enhance the disaster training and readiness of the County's workforce for a future disaster. Currently, the County has two training classrooms that can accommodate approximately 60 employees in total on a given day. There is an aged training registration system and there is very limited ability to deliver e-learning programs efficiently. The County does not have an effective system to assign and monitor training objectives, particularly mandatory trainings. Given the Board's objectives of significantly enhancing the disaster training and emergency preparedness program, obtaining an LMS became imperative. The disaster training objective far exceeds the County's current training system infrastructure and capacity to train the workforce.

Not only will an LMS support the disaster training and emergency preparedness objective, it will greatly enhance many aspects of employment for the County. The LMS will provide a wide array of functionality including registering for and tracking of online and classroom-based trainings; mobile learning applications on cell and tablet; distribution to target audiences of policy, procedures, and other documents requiring proof of receipt and review; housing of training transcripts; and features that support the diverse learning styles of all employees. The LMS will provide the County with 100 online training courses in a wide array of subject areas, and provide the County the ability to develop custom, department specific and countywide online trainings. The online courses can/will incorporate videos, training activities, and knowledge testing to ensure successful learning and skill development in an array of subject areas. Another strategic priority of Human Resources is to enhance the County's training program on diversity and inclusion; the LMS will provide the system and opportunity to develop training content that can be delivered to the workforce.

In addition, the LMS will assist ALL County departments in professional development by providing the ability to assign training objectives and monitor progress via dashboards and electronic messaging;

mitigate risk through the delivery of online workplace safety, compliance, and mandated trainings; and improve the onboarding of new staff. Increased and improved delivery and participation in professional development activities via the LMS and the current classroom offerings should improve employee engagement, contribute to succession management, improve employee retention, and support HR's vision of the County of Sonoma as an employer of choice.

The new LMS will replace four existing systems currently in use:

- SCORS: Sonoma County Online Registration System
- Target Solutions online training for safety and risk-related training
- *Training Management System*, an *ad hoc* training and tracking system used by the Sheriff's Office to track training hours and State certification specific to correctional and patrol personnel.
- *Sonoma Training Partner*, an *ad hoc* training, certification, and licensing tracking system used by the Human Services Department.

Vendor Selection Process

In early November 2018, the County received 10 responses to its Request For Proposals for an LMS with Integrated Learning Content. The first phase of evaluation of the written responses narrowed this list to five vendors. The County invited those five selected vendors to provide a live demonstration of their products that included two "use cases"—real life scenarios that illustrated typical ways that the County intends to use the LMS.

Based on the ratings and discussion after these demonstrations, two finalists returned for live discussions of their systems and areas of interest such as implementation, training and support, content, and annual fees. Saba Software was selected after completing references and considering the finalists system capabilities, support, training content, and cost. The RFP evaluation panel consisted of raters representing Health, Sheriff, Emergency Management, Information Systems, Human Resources, and Human Services.

Initial System Acquisition and Implementation Costs

First year costs associated with subscription licensing and implementation support from Saba will be \$202,400. Additional initial implementation costs includes technical support and training from Saba, and support from Information Systems are estimated to be \$338,000. At Budget Hearings in June 2018, the Board set aside \$6.8 million in reserves to fund recovery and resiliency projects and grant matches with an additional \$1.7 million identified for Information Systems resiliency project. This item recommends using a portion of the \$6.8 million set aside to pay the initial costs of this item. Following this use, \$6.46 million will remain for grant match and additional projects.

On-Going Support Costs and Cost Recovery Options

On-going annual subscription licensing costs, technical support, and the training content library will be \$133,800. Estimated staffing required to provide on-going post-implementation support of the LMS is 0.5 FTE Department Information Systems Specialist II at an annual salary and benefits cost of \$88,000, for a total annual LMS System cost of \$221,800. Human Resources proposes to change an existing vacant 1.0 FTE Department Analyst allocation to a 1.0 FTE Department Information Systems Specialist II. Responsibilities of the Department Information Systems Specialist II will include primary technical

support of the Learning Management System, as well as support and coordination of HR operational functions in coordination with the HRIS Team, as these duties were to be supported by the Department Analyst allocation. The addition of the LMS now requires a level of system support more appropriately staffed by the Department Information Services Specialist job class. The existing Department Analyst allocation is currently budgeted and funded 50/50 between the HRIS and the Insurance Internal Service Fund. The proposed change in allocation results in an estimated annual increased salary and benefit cost of \$20,000 to existing budgeted resources. The remaining costs of this position will be offset by decreases in other costs, for a net increase to all sources of \$153,800.

Human Resources is working with the County Administrator's Office (CAO) to consider various cost recovery options to fund the on-going LMS support costs not already within the existing budget. Options include incorporation into the existing HRIS internal service rate, including in the Employee Benefits internal service rate, establishing a separate internal service fund, or including the cost recovery through the Countywide Cost Plan. These options are being vetted in conjunction with the CAO's Internal Services Working Group and have not been decided upon in time for this Board item. For FY 19/20 costs can be absorbed within the Insurance Internal Service Fund without increasing rates. Once the appropriate cost recovery option is selected it will be incorporated into the FY 20/21 costs for Proposed Budget and internal rates.

Prior Board Actions:

06/14/2018: The Board set aside \$6.8 million in reserves to fund recovery and resiliency projects as stated in Resolution No.18-0257.

08/14/2018: The Board accepted the staff Emergency Management Program Assessment Report and provided direction to staff regarding implementation of selected action items for restructuring the County's emergency management organization and developing a robust disaster training program as stated in Resolution No.18-0332.

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses		\$221,800	\$221,800
Additional Appropriation Requested	\$338,000		
Total Expenditures			
Funding Sources			
General Fund/WA GF	\$338,000		
State/Federal			
Fees/Other		\$221,800	\$221,800
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>Disaster recovery and resiliency funds are available in the General Fund Reserves and become available as projects are identified. The one-time LMS implementation costs of \$338,000 is an identified project eligible as part of the County's Recovery Plan to ensure the workforce is prepared to respond during disasters. Upon Board approval of the budgetary adjustment to the 2018-2019 budget to allow for the transfer of General Fund Reserves previously designated for Disaster Recovery and Resiliency initiatives to the Human Resources Department, the appropriation of these funds will be requested in the Consolidated Budget Adjustment process for the second quarter in February 2019. A unanimous vote is recorded here to align with that requirement.</p> <p>The 0.5 FTE supporting this program will be handled through a reclassification of an existing position allocation in the Human Resources Department, and the proposed change in allocation results in an estimated annual increased salary and benefit cost which can be absorbed by the Insurance Internal Service Rate already included in the budget, mitigating any impact on rate paying departments. For FY 19-20, the entire project costs will be absorbed within existing rates.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):
Not applicable
Attachments:
<ol style="list-style-type: none">1. Resolution Amending the Department Allocation Tables deleting 1.0 FTE Department Analyst and adding 1.0 FTE Department Information Systems Specialist, effective January 29, 2019.2. Resolution Authorizing a budgetary adjustment to the 2018-2019 budget to allow for the transfer of General Fund Reserves previously designated for Disaster Recovery and Resiliency initiatives to the Human Resources Department for one-time LMS implementation costs incurred in FY 2018/19.
Related Items "On File" with the Clerk of the Board:
Draft Agreement with Saba Software



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California Amending The Department Allocation Tables Of The Human Resources Department Deleting 1.0 FTE Department Analyst And Adding 1.0 FTE Department Information System Specialist, Effective January 29, 2019;

Whereas, as part of the post-disaster review of the October 2017 fires, the Board of Supervisors by Resolution No. 18-0332, directed the Human Resources Department to develop and provide training to support the commitment of 20 hours per year for all County employees to participate in emergency preparedness and disaster training; and

Whereas, the Human Resources Department completed a Request for Proposal process and recommend Saba Software, Inc. for access to a Learning Management System (LMS) to provide appropriate technology infrastructure in support of a comprehensive countywide training management program; and

Whereas, to provide appropriate technical support for the LMS implementation and on-going system support, the Human Resources Department has identified the need to re-allocate an existing Department Analyst (vacant) job classification to a Department Information Systems Specialist II; and

Now, Therefore, Be it Resolved, the Department Allocation Tables of the Human Resources Department are 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
Human Resources Department							
23010104	0826	Department Analyst	2.0	(-1.0)	1.0	Ongoing	3226
23010104	0159	Department Information Systems Specialist II	3.0	(+1.0)	4.0	Ongoing	7159

Resolution #1
Date: January 29, 2019
Page 2

Supervisors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____



Unanimous Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California Authorizing a Budgetary Adjustment to the 2018-2019 Budget to allow the Transfer General Fund Reserves Previously Designated for Disaster Recovery and Resiliency Initiatives to the Human Resources Department for One-Time LMS Implementation Costs Incurred In FY 2018/19;

Whereas, in response to the October 2017 fires and as part of the FY 2018/19 Adopted Budget, the Board of Supervisors by Resolution No. 18-0257, re-directed General Fund Reserves to support Disaster Recovery and Resiliency initiatives; and

Whereas, as part of the post-disaster review of the October 2017 fires, the Board of Supervisors by Resolution No. 18-0332, directed the Human Resources Department to develop and provide training to support the commitment of 20 hours per year for all County employees to participate in emergency preparedness and disaster training; and

Whereas, the Human Resources Department completed a Request for Proposal process and recommend Saba Software, Inc. for access to a Learning Management System (LMS) to provide appropriate technology infrastructure in support of a comprehensive countywide training management program; and

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector is hereby authorized and directed to make all necessary operating transfers, accounting entries, and the following budgetary adjustments:

Sources

Fund ID	Dept. ID	Acct. ID	Amount
10205	16020300	Fund Balance	338,000
10005	23010103	47102	338,000

Uses

Fund ID	Dept. ID	Acct. ID	Amount
10205	16020300	57012	338,000
10005	23010103	52143	338,000

Resolution #2
Date: January 29, 2019
Page 2

Supervisors:

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

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: 4/5

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Katie Greaves, 565-8501

Supervisorial District(s):

All

Title: Cal OES Domestic Violence Housing Grant

Recommended Actions:

- A. Adopt a resolution authorizing the Director of the Human Services Department to accept \$300,000 in California Governor's Office of Emergency Services (Cal OES) Domestic Violence Housing First (XD) grant funding from Cal OES to support the development of the Human Service Department's Housing Assistance Response Team (HART) in support of victims of domestic violence.
- B. Adopt a budget resolution adjusting the Fiscal Year 2018-2019 adopted budget to add necessary appropriations to receive and program the Cal OES Domestic Violence Housing First grant funding. (4/5 vote)

Executive Summary:

The Sonoma County Human Services Department (HSD) applied for and has been awarded a Domestic Violence Housing First (XD) grant from the California Governor's Office of Emergency Services (Cal OES). The grant award is \$300,000 for the period January 1, 2019 to December 31, 2019. The grant funding will support the development of the Housing Assistance Response Team (HART) in support of 30 families/individuals experiencing domestic violence.

Discussion:

The Human Services Department (HSD) currently offers housing assistance, including rental subsidies for 1-18 months depending on needs, through its Adult Protective Services, Child Welfare, and CalWORKs programs. The Cal OES DV Housing First funding would improve the effectiveness of these HSD housing programs by: 1) elevating DV clients to the Housing Assistance Response Team (HART) to fast-track their placement into permanent housing in order to maximize safety and healing; and 2) adding to the inventory of available housing rentals open to victims of domestic violence, the supply of which was already at full capacity before the 2017 wildfires eliminated 5% of the county's housing stock.

The lack of available housing is by far the main barrier in rapidly re-housing individuals and families

fleeing family violence. Housing locator services are vital for a successful housing program, given the tight housing market in Sonoma County, especially for individuals whose housing needs are unique and waiting often equals danger. The primary focus for HART will be on locating housing for DV clients, while at the same time providing wrap around case management in support of the victim’s housing needs. HSD will continue to leverage existing and strong partnerships with the Family Justice Center Sonoma County, the Young Women’s Christian Association (YWCA) and its network of volunteer mentors, Catholic Charities, Interfaith Shelter Network, the Sonoma County Community Development Commission, and various senior housing providers.

The Cal OES grant was awarded with the intent to provide funding to staff the new Domestic Violence Housing First Program. Grant funding will support a Victim’s Advocate position at the YWCA, a Housing Locator position at the Community Development Commission, a part-time, extra-help Senior Office Assistant (SOA) position in the Human Services Department, an Indirect Cost Rate (ICR) allowance for salary and benefit overhead costs associated with grant-funded positions, and supplemental funds for emergency hotel and housing supportive services not readily available through other Human Services Housing Programs. Due to the time-limited nature of this funding, the Human Services Department is requesting a .5 extra-help SOA position within the Employment and Training Division to assist with this 12-month grant. It is the Human Services Department’s intent to award funding to the Community Development Commission (CDC) to hire the Housing Locator position that will assist participants with housing search and location. The CDC request to its Board of Directors for budget and staffing adjustments, as well as new stand-alone Memorandum of Understanding (MOU) with HSD, will be provided at an upcoming Board meeting and will come directly from the Community Development Commission. Additionally, Human Services intends to execute a new stand-alone sole sourced contract with the YWCA to support the Victim Advocate position. The \$75,000 YWCA contract will be executed by the County Purchasing Agent and will not return to the Board.

The funding for this XD program is supported through the Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program, which requires a cash and/or in-kind match to equal \$75,000. The VOCA Match requirements will be provided through the in-kind support of a Program Planning and Evaluation Analyst position that will oversee implementation and ongoing program management and by a cash match through the SonomaWORKS Housing Support Program (HSP), which is funded by the California Department of Social Services (CDSS) California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP).

The Cal OES DV Housing First funding will create a foundation for targeted DV Housing Services that will be incorporated into existing HSD housing programs at the conclusion of the grant and a sustainable process for cross-agency communication and collaboration with a focus on providing targeted and sustained outreach to local landlords and sharing housing resources at the macro and case level. Both of these desired outcomes of the Cal OES DV Housing First grant can be realistically institutionalized within existing structures and funding sources once the systems are set in motion during the grant period.

Prior Board Actions:

As this is new grant funding, the Board has not taken any prior action related to the DV Housing First program.

Strategic Plan Alignment Goal 3: Invest in the Future

This grant offers the opportunity to develop systems that strengthen existing housing assistance for DV

clients, as well as all of Human Services' clients.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses		\$180,000	
Additional Appropriation Requested	\$120,000		
Total Expenditures	\$120,000	\$180,000	
Funding Sources			
General Fund/WA GF			
State/Federal	\$120,000	\$180,000	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$120,000	\$180,000	

Narrative Explanation of Fiscal Impacts:

Funding will support 1.0 FTE Victim Advocate position at YWCA (\$75,000), 1.0 FTE Housing Locator position at the CDC (\$129,859), one .5 Extra-Help Senior Office Assistant at HSD within the Employment and Training Division (\$51,048), Indirect Costs (\$14,015) and Financial Supportive Services for victim housing needs at HSD (\$30,078). \$75,000 VOCA Match funding is required. No county general funds are requested. The match funding requirements will be met through in-kind Human Services staff program supports and through the state funded allocation for the CalWORKs HSP program. The funds will need to be appropriated in HSD's FY 2018-19 and FY 2019-20 budgets. The Budget Resolution is requesting \$120,000 be appropriated for the FY 2018-19 budget. The \$180,000 for FY 2019-20 will be included as part of the annual budget development process.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

1. Grant Award Letter

- 2. Grant Acceptance Resolution
- 3. Budget Resolution

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

None

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



Paul
Katie
Nick

October 30, 2018

Karen Fies
Director
Sonoma County Human Services Department
3600 Westwind Boulevard
Santa Rosa, CA 95403-1037

Dear Ms. Fies:

Your project has been selected to receive funding through the Domestic Violence Housing First (XD) Program of the California Governor's Office of Emergency Services (Cal OES). Provided that there are no successful appeals, and pending completion and/or revision of all required application forms, your agency will be awarded the requested amount of \$300,000 for the Grant Subaward performance period beginning on January 01, 2019, and ending on December 31, 2019.

Tara Querin will be the Program Specialist assigned to your grant and will be contacting you within the next few weeks to assist you in finalizing this process. Additional information can be found in the *Subrecipient Handbook* on the Cal OES website at www.caloes.ca.gov.

We look forward to the successful implementation of this project. If you have any questions concerning this process, please contact Tara Querin at (916) 845-8413 or via e-mail at Tara.Querin@caloes.ca.gov.

Sincerely,

MARK S. GHILARDUCCI
Director



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, to authorize the Director of Human Services to receive from the California Office of Emergency Services (CalOES) a grant award of \$300,000 for the Domestic Violence Housing First (XD) state program on behalf of the Housing Assistance Response Team (HART) within the Human Services Department's (HSD) division of Employment & Training.

Whereas, the Resolution of Authority will enable the Director of Human Services to sign documents required before, during, and after the grant award.

Whereas, as part of the grant award process, CalOES requires a Resolution of Authority from the Sonoma County Board of Supervisors, giving authority to the Director of Human Services to sign grant and contract documents and attachments on behalf of the HSD Division of Employment & Training's Housing Assistance Response Team.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma authorizes the Director of Human Services to sign contract and supplemental documents on behalf of the Housing Assistance Response Team, a unit within the HSD Division of Employment & Training, to receive the grant award of \$300,000 (Attachment 2 – Recap page) as part of the CalOES Domestic Violence Housing First (XD) state program which will start during the second half of Fiscal Year 2018-2019 upon receipt of the grant award and continue for a duration of 12 months, ending in Fiscal Year 2019-2020.

Supervisors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution #

Date:

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	<u>Gross</u> <u>Expenditures</u>	<u>Revenue &</u> <u>Reimbursement</u>	<u>Net Cost</u>
Human Services Department			
Human Services - Other Funds			
The California Office of Emergency Services (CalOES) has granted the Human Services Department (HSD) \$300,000 as part of its Domestic Violence Housing First (XD) state program. HSD will use the grant to fund its own Housing Assistance Response Team (HART): \$120K will be spent in the current fiscal year 2018-2019, and the balance of \$180,000 will be spent in the subsequent fiscal year 2019-2020.	\$ 300,000	\$ 300,000	\$ -
GRAND TOTAL ADJUSTMENTS	\$ 300,000	\$ 300,000	\$ -



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing budgetary adjustments to the FY 18-19 budget in the amount of \$120,000 for the Human Services Department (HSD) to reflect increased funding from the California Office of Emergency Services (CalOES) allocated to the HSD Division of Employment & Training's program Housing Assistance Response Team (HART) effective 1/29/2019.

Whereas, the Board has adopted the Fiscal Year 2018-19 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

Whereas, the Government Code allows for adjustments to the Adopted Budget during the 2018-19 Fiscal Year;

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to adjust the Human Services Department's Fiscal Year 2018-19 Adopted Budget for the attached increases (Attachment 1 – Recap page).

Supervisors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution #

Date:

Page 2

	<u>Gross</u> <u>Expenditures</u>	<u>Revenue &</u> <u>Reimbursement</u>	<u>Net Cost</u>
Human Services Department			
Human Services - Other Funds			
The California Office of Emergency Services (CalOES) has granted the Human Services Department (HSD) \$300,000 as part of its Domestic Violence Housing First (XD) state program. HSD will use the grant to fund its own Housing Assistance Response Team (HART): \$120K will be spent in the current fiscal year 2018-2019, and the balance of \$180,000 will be spent in the subsequent fiscal year 2019-2020.	\$ 120,000	\$ 120,000	\$ -
GRAND TOTAL ADJUSTMENTS	\$ 120,000	\$ 120,000	\$ -



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 of Sonoma County

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Information Systems Department

Staff Name and Phone Number:

Ty Justice 565-3053

Supervisorial District(s):

All

Title: Award contract for Printer and Peripheral Maintenance to Caltronics Business Systems.

Recommended Actions:

Authorize the Director of the Information Systems Department to execute an agreement with Caltronics Business Systems for Printer and Peripheral Maintenance for a one year period from February 1, 2019 to January 31, 2020 for an amount not to exceed \$120,000, with an option to execute two extensions for a period of one year each for an annual amount not to exceed \$120,000 in order to allow the Department to continue to provide maintenance and upkeep of vital technology equipment for County departments.

Executive Summary:

The Information Systems Department is responsible for providing support of printers and peripheral equipment located in the majority of County Departments and Agencies. The Department supports approximately 450 printers of various types.

The Information Systems Department has found that it is more cost-effective and efficient to provide support for these devices through the use of an outside contractor rather than increase Department staffing and warehousing costs to support this equipment. These support services include readily available specialized technicians, as well as the warehousing and provision of parts.

This contract provides timely maintenance and repair of printers and other peripheral equipment, such as paper/mail sorters, scanners and network interface cards, to ensure that County departments can fulfill print needs as they arise.

Discussion:

Beginning in January of 2001 and continuing through December 2017, the Information Systems Department contracted with Signature Technology Group for printer maintenance. In January of 2018 the Department was notified that Tech Data Delaware purchased Signature Technology Group and assumed responsibility for the existing contract. The Department generated an amendment to the

contract, naming Tech Data Delaware as the vendor and extending the dates for an additional year with a new expiration date of January 31, 2019.

With knowledge of the upcoming contract expiration, The Information Systems Department conducted a Request for Proposals (RFP) process in October of 2018 to solicit proposals for maintenance services for printers and other peripheral devices. The services requested included:

- Repair Services – restoration of printers to good operating condition after malfunction or failure of the equipment
- Maintenance – installation of maintenance kits, drum kits and fuser kits
- Replacement Parts – provision of replacement parts for printers that become inoperable due to normal use
- Disposal – removal and disposal of defective parts
- Loaner Equipment – provision of loaner or temporary replacement printers when vendor is unable to repair a printer within a specified time frame

Five vendors responded to the Request For Proposal. The proposals were evaluated by a team of 3 staff from the Information Systems Department and the Department of Health Services, one of the biggest consumers of this service. The criteria for evaluating proposals included a demonstrated ability to perform described services, experience, qualifications and expertise, cost relative to scope of services, and sufficient technical staffing levels to provide required services. Caltronics Business Systems scored the highest in the evaluation process.

The proposed Agreement with Caltronics Business Systems is for one year, with an option for two, one-year extensions. The current scope of work includes printer and peripheral maintenance with provisions to add/remove equipment on a monthly basis. Peripherals are defined as Original Equipment Manufacturer (OEM) add-on equipment including, but not limited to, paper/mail sorters, handlers and scanners, OEM and non-OEM network interface cards.

The total Agreement is \$120,000 per year. This cost includes all non-consumable printer parts not including toner. The costs for the new agreement do not represent an increase in expenses as the annual not-to-exceed amount is the same as the current agreement.

Prior Board Actions:

November 24, 2014 – Approved a three year Agreement with Signature Technology Group for Information Technology equipment maintenance.

January 14, 2014 – Approved a one year extension of the Agreement with Signature Technology Group for Printer Maintenance and a one year extension of the Agreement with Signature Technology for data center equipment maintenance.

February 1, 2011 - Approved a three year Agreement with Signature Technology Group for data center equipment maintenance.

January 25, 2011 - Approved a three year Agreement with Signature Technology Group for printer maintenance.

January 18, 2008 - Approved a three year Agreement with Signature Technology Group for printer maintenance.

January 18, 2001 - Approved a three year Agreement with Signature Technology Group for printer maintenance. Approved subsequent amendments to extend this contract.

Strategic Plan Alignment Goal 3: Invest in the Future

Investing in the County’s technology infrastructure provides cost savings to County Departments by extending the lifecycle of critical functional equipment.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	120,000		
Additional Appropriation Requested			
Total Expenditures	120,000		

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	120,000		
Use of Fund Balance			
Contingencies			
Total Sources	120,000		

Narrative Explanation of Fiscal Impacts:

The costs associated with this contract have been included in the Fiscal Year 2018-19 budget and will be collected through charges for services.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Attachment 1: Professional Services Agreement

Attachment 2: Request for Proposal – Printer and other Peripheral Maintenance Services

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

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

AGREEMENT FOR PROFESSIONAL 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 Caltronics Business Systems, a California Corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified computer systems service organization with expertise in the maintenance of printers and other peripheral equipment; and

WHEREAS, in the judgment of the County of Sonoma, it is necessary and desirable to employ the services of Consultant for maintenance of printers and other peripheral equipment.

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

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), 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.
- d. Access to sensitive sites: Consultant shall assign at least 4 employees that have passed a full background check in order to access sensitive sites such as Sonoma County Jail and other Detention Facilities, District Attorney Offices, Public Defender Offices, Court Facilities and Probation Facilities. See Exhibit E attached hereto and incorporated herein by this reference.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Maintenance Services. For maintenance services required for the printers and other equipment covered by this agreement, Contractor shall be paid a monthly fee according to the rates and pricing listed in Exhibit B 'Caltronics Pricing' for the monthly equipment list provided in Exhibit C ("Equipment"), attached hereto and incorporated herein by this reference. By the third of each month, County will

provide an active equipment inventory for the prior month period from which Contractor will prepare a monthly invoice.

2.2. Extra Services. Extra services may include repairs to printers and other equipment not covered by the Maintenance Services, or unusual or extraordinary damage or abuse to printers outside the normal wear and tear of those printers and equipment. If Contractor is required to provide extra services, Contractor shall be paid on an hourly basis of \$95.00 per hour as noted in Exhibit B 'Caltronics Pricing.'

2.3. Contract Budget. For all goods and services rendered hereunder, the total amount of payments for each contract year shall not exceed One Hundred Twenty Thousand Dollars (\$120,000).

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); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. 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.

3.1 The term of this Agreement shall be from February 1, 2019 to January 31, 2020 unless terminated earlier in accordance with the provisions of Article 4 below.

3.2 County shall have two options to extend this Agreement for a period of 1 year each by providing written notice to Consultant thirty (30) days in advance of the expiration of the Initial Term and of the first extension option.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if 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 Information Systems 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 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. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. 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 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to

any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

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

9.12 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.

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

TO: COUNTY:

Information Systems Department
2615 Paulin Drive
Santa Rosa, CA 95403

TO: CONSULTANT:

Caltronics Business Systems
50 Santa Rosa Ave.
Suite 380
Santa Rosa, CA 95404

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONSULTANT: Caltronics Business Systems

COUNTY: COUNTY OF SONOMA

By: Barry B Crider

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

Name: BARRY CRIDER

By: _____
Department Head or Designee

Title: V.P. SERVICE

Date: _____

Date: 1/18/19

APPROVED AS TO FORM FOR COUNTY:

By: [Signature]
County Counsel

Date: 1-7-19

AGREEMENT EXECUTED:

By: _____
Department Head

Date: _____

Caltronics - Printer Scope of Work

Caltronics Business Systems (“Contractor”) agrees to perform the following services for the County of Sonoma (“County”).

Contractor will provide services during business hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.

1. Printer Maintenance

1.1. A printer shall consist of the printer device, all internal parts, and integrated options as originally delivered from the manufacturer. External printer related devices such as external network interface cards and mail bin sorters will also be considered part of the printer included in maintenance coverage.

1.2. Inventory of Printers to be serviced – Initial Printers to be serviced are listed in Exhibit C Equipment. County will furnish Contractor monthly with a current inventory report of all installed equipment covered under this Agreement. The inventory report will identify hardware manufacturer and model number, serial number, and location.

1.2.1. County may remove any equipment from coverage under this Agreement at any time by giving thirty (30) days written notice.

1.2.2. County may add equipment to this Agreement, at any time.

1.2.2.1. If the make and model of a new printer is not included in Exhibit C, Contractor will provide a quote for the monthly support cost of the device. Support cost will be calculated in the same manner as items already listed in Exhibit C.

1.2.2.2. Support charges for all equipment added after the first of a month will be prorated.

1.3. Printer Maintenance - Contractor will provide routine maintenance for all printers covered by this Agreement. Maintenance is defined as “service performed to restore the printers to good operating condition after a malfunction occurs or after a failure of the equipment to operate in accordance with the manufacturer's functional specifications.” Maintenance services will primarily include break/fix responses. It is the County’s responsibility to provide all consumables. For locations outside Caltronics direct service area, Caltronics will arrange onsite service for up to \$95.00 per hour. Caltronics maintenance obligations shall expressly exclude electrical or other work external to the Listed Equipment and repairs or support resulting from accident, fire, flood, lightning or other casualty, failure of electrical power, theft, vandalism, misuse or abuse, or failure to operate the listed equipment in accordance with the manufacturer’s suggested operating conditions and instructions. It is the Contractor’s responsibility to provide all non-consumable parts.

- 1.3.1. Maintenance Kits - County is responsible for purchasing maintenance kits, drum kits, transfer kits, and fuser kits. Contractor is responsible for the installation of maintenance kits, drum kits, transfer kits and fuser kits once purchased by County. These consumable items will be new OEM or meet OEM specifications. If new items are not available, the County will use properly refurbished items that are certified to operate like new items.
- 1.3.2. Preventive Maintenance – When performing maintenance and repair services, Contractor will perform a thorough visual inspection of each printer and replace any parts at risk of failing or becoming inoperable in the near future.
- 1.3.3. Replacement Parts – Contractor will provide non-consumable replacement parts and subassemblies for printers that become inoperable due to normal use at no additional cost to County.
 - 1.3.3.1. Replacement parts must be fully tested and certified as new or warranted like new. If new parts are not available, Contractor will use properly refurbished parts that are certified to operate like new parts.
 - 1.3.3.2. All parts must conform to Original Equipment Manufacturer's specifications, and be at the same revision levels or higher as the equipment or parts being replaced.
 - 1.3.3.3. Replacement parts provided by and installed by Contractor will be furnished on an exchange basis.
 - 1.3.3.4. Contractor is responsible for the removal and disposal of defective parts when required, as well as the delivery and installation of replacement and repaired units. Any disposal of parts and/or equipment must be done in conformance with local, state and federal regulations, if any apply, whether or not they are specifically noted herein.
 - 1.3.3.5. Contractor must have the ability to obtain needed parts within sixteen (16) business hours.
- 1.3.4. Loaner Equipment – Contractor will provide loaner or temporary replacement printers free of charge in cases when Contractor is unable to repair a printer within eight (8) business hours after responding to a service request. Loaner equipment must be similar to equipment being replaced in functionality and use. The Contractor will provide the loaner equipment within sixteen (16) business hours of the original request for service. The County will retain this loaner equipment until the County equipment is repaired and replaced.

1.4. Printer Service Procedures

- 1.4.1. Service Request - all printer service requests from County employees will be directed to the Information Systems Department Service Desk (Service Desk). The Service Desk will:

- Assess the situation to determine if printer service is required.
- Open a repair ticket and record initial problem information.
- Provide all information and documentation to the Contractor to assist in resolving the problem.
- Close the repair ticket after verification of problem resolution by Contractor.
- Service Desk personnel will determine if the problem is a software or hardware issue. In the event that the nature of the problem can not be determined, County and Contractor will work together to resolve said issue.

1.4.2. Service Response - Once a service call is initiated by the Service Desk, Contractor will contact the Service Desk for location and technical information regarding the repair ticket call before going to the printer site.

1.4.2.1. Contractor will be on-site within four (4) hours from the time of the initial service call from the Service Desk. If the call comes in after 2:00 p.m., Contractor will be on-site by 9:00 a.m. the next business day. Within one-half (1/2) hour after the servicing technician has arrived at the County site, Contractor will provide the Service Desk with a preliminary diagnosis of the problem and estimated time of repair.

1.4.2.2. If the repair is not completed within eight (8) business hours from the time the technician arrives on site, escalation procedures will be started to ensure the necessary action to expedite the problem resolution. Contractor will notify Service Desk of the problem escalation and will provide loaner equipment within sixteen (16) business hours of the original service request as specified in 1.3.4 above.

1.4.2.3. In the event the Contractor fails to fix a unit or provide a loaner unit within sixteen (16) business hours of the original service call, the County may obtain service through another agency. If the County obtains services from another agency, all service costs for this other agency shall be deducted from the monthly invoice received from Contractor if loaner equipment is not received within the specified time.

1.4.2.4. Contractor will notify the Service Desk within four (4) business hours after requested service is completed. Contractor will provide the Service Desk Manager a monthly service exception report showing unresolved service calls and service calls that were not resolved within two (2) business days of service request.

2. As requested services – the County may from time to time request services from Contractor for equipment or devices not included on Exhibit C or on the Printer or UPS inventory. Such a service request will not be valid unless it is approved in writing by an ISD Project Manager or Division Director. Such services will be billed at the hourly rate on Exhibit B.

Exhibit B



Caltronics Pricing

Caltronics Monthly Base Rate:

Monthly base minimum for all devices which will includes labor, free parts, free loaner, 4 hour average response time guarantee, HP Certified Technicians, and free usage reports & analysis. Consumables are not included but can be purchased from any distributor.

Monthly B&W device (any device) \$19.00 per month per device

Monthly Color device (any device) \$23.00 per month per device

Toner Pricing –

We have also provided a toner price list for your review.

Hourly Service Rate-

Hourly service rate for Caltronics technician to perform task outside regular printer service is \$95.00 per hour.

Caltronics Toner Pricing



Make	Model name	OEM Cost	Reman Cost	Yield	Color OEM	Color Reman	Yield
Canon	DR-G1100						
Epson	Receipt TMU220						
Lex	2490 24-pin DM		\$ 9.00	3.5M Characters			
Lex	4227 9-pin DM		\$ 20.00	15M Characters			
HP	M630f		\$ 129.00	25,000			
Kyo	TaskAlfa 420i		\$ 135.00	34,000			
HP	P2055dn		\$ 75.00	6,500			
HP	CP3525DN		\$ 99.00	10,500	\$ 120.00	7,000	
HP	3800n		\$ 79.00	6,000	\$ 95.00	6,000	
HP	3600dn		\$ 79.00	6,000	\$ 89.00	4,000	
HP	CP3505DN		\$ 79.00	6,000	\$ 95.00	6,000	
HP	CP2025n		\$ 67.00	3,500	\$ 67.00	2,800	
HP	M451nw		\$ 62.00	4,000	\$ 70.00	2,600	
HP	M452dn	\$ 102.00	N/A	6,500	\$ 140.00	N/A	5,000
HP	CP4525dn		\$ 112.00	17,000	\$ 130.00	11,000	
HP	4700dtn		\$ 105.00	11,000	\$ 120.00	10,000	
HP	CP4025dn		\$ 95.00	8,500	\$ 128.00	11,000	
HP	CP5525dn		\$ 125.00	13,500	\$ 140.00	15,000	
HP	M551dn		\$ 95.00	11,000	\$ 102.00	6,000	
HP	M553dn	\$ 162.00	N/A	12,500	\$ 205.00	N/A	9,500
HP	M651		\$ 128.00	20,500	\$ 145.00	15,000	
HP	M653	\$ 242.00	N/A	27,000	\$ 345.00	N/A	22,000
HP	M750dn		\$ 126.00	13,500	\$ 140.00	15,000	
Ricoh	C830DN	\$ 75.00	N/A	23,500	\$ 185.00	N/A	27,000
Ricoh	SP C821DN	\$ 73.00	N/A	20,000	\$ 179.00	N/A	15,000
Ricoh	SP C431	\$ 79.00	N/A	24,000	\$ 187.00	N/A	21,000
Xerox	6300N		\$ 75.00	7,000	\$ 95.00	7,000	
Xerox	7500 DT	\$ 345.00	N/A	19,800	\$ 485.00	N/A	17,800
Dell	5100cn		\$ 65.00	9,000	\$ 75.00	8,000	
HP	4100TN		\$ 49.00	10,000			
HP	4200dtn		\$ 69.00	12,000			
HP	4300dtn		\$ 85.00	18,000			
HP	4250dtn		\$ 79.00	20,000			
HP	8000		\$ 69.00	15,000			
HP	8150DN		\$ 75.00	20,000			
HP	5500dtn		\$ 105.00	13,000	\$ 125.00	12,000	
HP	P4515X		\$ 102.00	24,000			
HP	9050dn		\$ 119.00	30,000			
HP	9040DN		\$ 119.00	30,000			
HP	M602x		\$ 121.00	24,000			
HP	M603n		\$ 121.00	24,000			
HP	M712dn		\$ 122.00	17,500			
HP	5550dtn		\$ 105.00	13,000	\$ 125.00	12,000	
Dell	1710n	N/A	\$ 72.00	6,000			
HP	2430dtn		\$ 75.00	12,000			
HP	P4014DN		\$ 75.00	10,000			
HP	P4015DN		\$ 102.00	24,000			
HP	4350dtn		\$ 79.00	20,000			
HP	M602dn		\$ 121.00	24,000			
HP	M604dn		\$ 99.00	10,500			
HP	M605dn		\$ 127.00	25,000			
HP	M607dn	\$ 135.00	N/A	11,000			
HP	P3015dn		\$ 99.00	12,500			
HP	P3005x		\$ 75.00	13,000			
HP	M501DN		\$ 134.00	18,000			
HP	3600n		\$ 79.00	6,000	\$ 85.00	4,000	
HP	P3005		\$ 75.00	13,000			
HP	1300		\$ 39.00	4,000			

HP	P2015		\$ 65.00	7,000			
HP	M401dne		\$ 76.00	6,900			
HP	CP2025dn		\$ 67.00	3,500		\$ 67.00	2,800
Bro	MFC-8710DW		\$ 49.00	8,000			
Bro	MFC-9970CDW		\$ 69.00	6,000		\$ 69.00	3,500
Bro	MFC-8820	\$ 105.00	N/A	6,500			
Bro	MFC-8460dn		\$ 49.00	7,000			
Bro	MFC-8480DN		\$ 51.00	8,000			
Bro	MFC-8990DW						
HP	M475DN		\$ 62.00	4,000		\$ 70.00	2,600
HP	CM2320nf		\$ 69.00	3,500		\$ 69.00	2,800
HP	M1415fnw		\$ 52.00	2,000		\$ 52.00	1,300
HP	M4345		\$ 102.00	18,000			
HP	M5035XS		\$ 111.00	15,000			
HP	M570DN		\$ 98.00	11,000		\$ 102.00	6,000
HP	M276NW		\$ 55.00	2,400		\$ 55.00	1,800
HP	3055		\$ 35.00	2,000			
HP	G85xi	\$ 49.00	N/A	930	\$ 49.00	N/A	560
HP	L7780	\$ 65.00	N/A	2,450	\$ 39.00	N/A	1,700
HP	M425dn		\$ 76.00	6,900			
HP	M476dw		\$ 68.00	4,400		\$ 75.00	2,700
HP	M521dn		\$ 99.00	12,500			
HP	M277dw		\$ 72.00	2,800		\$ 75.00	2,300
HP	M477fdn	\$ 115.00	N/A	6,500	\$ 152.00	N/A	5,000

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Model Name	Item Number	Make	Dev Type	Serial #	Location
Brother - MFC-9970CDW	MFC-9970CDW	BROTHR	PRT-Multi	U62513E3J420688	DHS-PH ACC Animal Care
Brother - MFC-9970CDW	MFC-9970CDW	BROTHR	PRT-Multi	U62513M2J381937	DHS Admin Rotunda 2nd floor
Brother BW MFC 84/8600	MFC-8890DW	BROTHR	PRT-Multi	U62267E1J727948	DTPW- Yard-Soils Blg
HP CM 2300 series	CC436A	HP	PRT-Multi	CNF9CCLX24	ASE-Sonoma
HP CM 2300 series	CE862A	HP	PRT-Multi	CNH8C9LQG0	HUMRES- Admin
HP MFP copier M570DN	CZ271A	HP	PRT-Multi	CNB9H55BFR	HUMRES- Admin
HP MFP copier M570DN	CZ271A	HP	PRT-Multi	CNB9G912F6	Data MADF Network
HPLJ 9000 Series	Q3723A	HP	PRT-Laser-HiCap	JPRCB61035	DA Main HOJ
HPLJ M425dn MFP	CF286A	HP	PRT-Multi	CNC8DD54D2	RETIRE
HPLJ M476dw MFP	CF387A	HP	PRT-Multi	CNB7G8T85B	Data PRMD East Network
HPLJ M476dw MFP	CF387A	HP	PRT-Multi	CNB7H38D79	IS-SP Programming 370Admin
HPLJ M476dw MFP	CF387A	HP	PRT-Multi	CNB7GDT2ZZ	SHF- Coast
HPLJ M476dw MFP	CF387A	HP	PRT-Multi	CNB7H5GNZP	SHF- Coast
HPLJ M476dw MFP	CF387A	HP	PRT-Multi	CNB7H5H13G	SHF- Coast
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKQ12409	HR- Hum Res Main
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKQ13496	DHS - Accounting
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKQ13945	DHS-PH 415 Humboldt
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKQ13952	GS-ADM North LaPlaza
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKQ13961	DHS - Accounting
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKQ14219	PRMD
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKR12409	HUMRES- Admin
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKR15610	CDC
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKR17820	DA Main HOJ
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKR17847	DHS - Accounting
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKR20488	DA Main HOJ
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKR21192	Data DHS-MTUVOM Network
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKR24195	PRB-JJC Flr 2
HPLJ M506	F2A70A#BGJ	HP	PRT-laser-Mid	PHBKR24977	GS-Facilities FDM
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNB7J1L2N5	DHSADM Accounting
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNB7J56121	JJC Probation
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNB7J56137	Data DA Elder Protection
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNB7J577P7	SHF Dept - Main
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNCKKBH8TG	Data PRMD Trailer Network
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNCKKBH934	Data PRMD Trailer Network
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNB7H6DJGL	DHS-BH CSU Crisis Stab. Lakes
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNDKL6H169	Reg Parks Main
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNB7FD64F4	IS-TS Client Svcs CSS
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNCKK5B3NY	Data MADF Network
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNCKKCJ8RC	Data PRMD Trailer Network
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNCKKCJ8RM	Data 2227Cap South
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNCKKCJ9YW	DHS 490 Mendocino 1st Floor
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNCKK8F5K3	SHF MADF
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNDKL6H16L	Public Defender Main
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNB7H6C8F3	DHS - Prevention & Planning
HPLJ M521dn MFP	A8P79A	HP	PRT-Multi	CNB7FD64DM	DA-Environmental / Victim Comp
HPLJ M601	CE989A	HP	PRT-laser-Mid	CNCCFBB19J	Data MADF Network
HPLJ M601	CE989A	HP	PRT-laser-Mid	CNCCFBB1JK	SHF MADF
HPLJ M601	CE989A	HP	PRT-laser-Mid	CNCCFBB1JN	SHF NCDF
HPLJ M601	CE989A	HP	PRT-laser-Mid	CNCCFBB1JZ	SHF MADF
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNDCH220WB	JJC Probation
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCG371CM	Sheriff - Graton
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCG371CQ	SHF- Graton Fire Sub
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCFC70GL	DHS-PH Main 625 5th St
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCFC70GW	DHS-PH Main 625 5th St
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCFBX1JX	SHF - Main
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCG37068	DHS-PH-EMS Emerg Med Svcs

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Model Name	Item Number	Make	Dev Type	Serial #	Location
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNDCH310FS	Reg Parks Main
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCF6M0DH	EDB - Economic Development
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNBCD3N3BF	Data Public Defender 101J
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNBCD5F0X5	DHS-PH Main 625 5th St
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCDD90C7	SHF - Main
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCDD90CR	SHF - Main
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCDD90DQ	DHS-PH WIC program
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCFD40DC	SHF - Main
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCFD40GM	SHF Dept - Main
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCFD40MS	SHF Sonoma PD
HPLJ M601	CE990A	HP	PRT-laser-Mid	CNCCFDD1KT	SHF Dept - Main
HPLJ M602	CE992A	HP	PRT-laser-Mid	CNBCCDJ0P7	Public Defender Main
HPLJ M602	CE992A	HP	PRT-laser-Mid	CNBCD5N066	SHF NCDF
HPLJ M602	CE992A	HP	PRT-laser-Mid	CNDCGC52LB	DHS - Accounting
HPLJ M602	CE992A	HP	PRT-laser-Mid	CNBCD3W0LL	Data County Counsel Land Use
HPLJ M602	CE993A	HP	PRT-Laser-HiCap	CNCCF3G1L8	SHF MADF
HPLJ M602	CE993A	HP	PRT-Laser-HiCap	CNCCF3G1LD	SHF MADF
HPLJ M603	CE994A	HP	PRT-Laser-HiCap	CNDCGBN0N0	SHF MADF
HPLJ M603	CE994A	HP	PRT-Laser-HiCap	CNCCF2S0KW	SHF MADF
HPLJ M604	E6B68A#BGJ	HP	PRT-laser-Mid	CNBCJ1M06D	JJC DA
HPLJ M604	E6B68A#BGJ	HP	PRT-laser-Mid	CNBCHC209X	SHF - Main
HPLJ M604	E6B68A#BGJ	HP	PRT-laser-Mid	CNDCJB5155	SHF MADF
HPLJ M604	E6B68A#BGJ	HP	PRT-laser-Mid	CNDCJ5D126	Probation Main HOJ
HPLJ M604	E6B68A#BGJ	HP	PRT-laser-Mid	CNDCJDM03B	DHS - Accounting
HPLJ M604	E6B68A#BGJ	HP	PRT-laser-Mid	CNBCH7005H	CDC Commun. Devel.
HPLJ M604	E6B68A#BGJ	HP	PRT-laser-Mid	CNBCH70066	CDC Commun. Devel.
HPLJ M604	E6B68A#BGJ	HP	PRT-laser-Mid	CNBCH6K0BH	Probation Main HOJ
HPLJ M604	E6B68A#BGJ	HP	PRT-laser-Mid	CNBCH6K0C0	Probation Main HOJ
HPLJ M605	E6B70A#BGJ	HP	PRT-laser-Mid	CNDCJ4P1LP	PRMD
HPLJ M605	E6B71A#BGJ	HP	PRT-laser-Mid	CNDCJXC0N1	CDC Commun. Devel.
HPLJ M607	K0Q15A#BGJ	HP	PRT-laser-Mid	CNBCL3G1D4	Data Admin-County Counsel Network
HPLJ M607	K0Q15A#BGJ	HP	PRT-laser-Mid	CNBCL3G1DF	Data Admin-County Counsel Network
HPLJ M607	K0Q15A#BGJ	HP	PRT-laser-Mid	CNBCK9C0F7	SHF NCDF
HPLJ M712dn	CF236A	HP	PRT-Laser-HiCap	CNDCH331ML	Data PRMD East Network
HPLJ M712dn	CF236A	HP	PRT-Laser-HiCap	CNCCG5C0JJ	Data PRMD East Network
HPLJ M712dn	CF236A	HP	PRT-Laser-HiCap	CNCCG5C0JM	Data PRMD East Network
HPLJ M712dn	CF236A	HP	PRT-Laser-HiCap	CNCCG5C0W7	Data PRMD West Network
HPLJ M712dn	CF236A	HP	PRT-Laser-HiCap	CNCCG5C0WQ	Data PRMD East Network
HPLJ M712dn	CF236A	HP	PRT-Laser-HiCap	CNCCG5C0X6	Data PRMD West Network
HPLJ M712dn	CF236A	HP	PRT-Laser-HiCap	CNCCG5C0YH	Data PRMD Trailer Network
HPLJ M712dn	CF236A	HP	PRT-Laser-HiCap	CNCCG5C136	Data PRMD West Network
HPLJ M712dn	CF236A	HP	PRT-Laser-HiCap	CNCCG5C13J	Data PRMD West Network
HPLJ M712dn	CF236A	HP	PRT-Laser-HiCap	CNDCG8K1CZ	Data PRMD West Network
HPLJ P3000 series	CE527A	HP	PRT-laser-Mid	VNBCB5Z0W6	JJC Probation
HPLJ P3000 series	CE527A	HP	PRT-laser-Mid	VNBCB5Z0WC	DHS-BH CSU Crisis Stab. Lakes
HPLJ P3000 series	CE527A	HP	PRT-laser-Mid	VND3R03975	Probation Main HOJ
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	JPBCBBJ0N8	DA Main HOJ
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	JPBCBBJ0N9	DA Main HOJ
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	JPBCBBJ0NG	DA Laplaza B
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	JPBCBBJ0NK	DA Main HOJ
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	JPBCBBJ0P5	PRB-JJC Flr 2
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	JPBCBBJ0P7	JJC Probation
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	JPBCBBJ0P9	Probation Main HOJ
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	VND3F76648	DA Main HOJ
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	VND3FI2191	DA- HOJ
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	VND3Q27797	DA Main HOJ

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Model Name	Item Number	Make	Dev Type	Serial #	Location
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	VND3Q44400	DA Main HOJ
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	VND3Q32166	Data 2235Chall
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	VND3F55487	PRMD
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	VND3F29048	PRMD
HPLJ P3000 series	CE528A	HP	PRT-laser-Mid	VND3F29050	PRMD
HPLJ P3000 series	CE529A	HP	PRT-laser-Mid	VNB3Y68098	DHS Admin Rotunda 1st floor
HPLJ P3000 series	CE529A	HP	PRT-laser-Mid	VNBCC9V38J	HR- Hum Res Main
HPLJ P3000 series	CE529A	HP	PRT-laser-Mid	VNBCCBT3C1	BOS
HPLJ P3000 series	CE529A	HP	PRT-laser-Mid	JPBCB89506	DHS-PH WIC program
HPLJ P3000 series	CE529A	HP	PRT-laser-Mid	VNBCB7S174	DHS-PH WIC program
HPLJ P3000 series	CE529A	HP	PRT-laser-Mid	VNBCB40263	Reg Parks Main
HPLJ Pro M501DN	J8H61A#BGJ	HP	PRT-laser-Mid	PHBTR17872	FES-EOC Emergecy Op Ctr
HPLJet Clr M451-452	CE957A	HP	PRT-Laser-Color	CNDF303262	DHS-PH ACC Animal Care
HPLJet Clr M451-452	CE957A	HP	PRT-Laser-Color	CNDF303264	DHS-PH ACC Animal Care
HPLJet Clr M451-452	CE957A	HP	PRT-Laser-Color	CNDF349561	DHS-PH-EMS Emerg Med Svcs
HPLJet Clr M451-452	CE957A	HP	PRT-Laser-Color	CNBH406875	SHF - Main
HPLJet Clr M451-452	CE958A	HP	PRT-Laser-Color	CNBJ201258	ISD - Main
HPLJet Color 5500-8000	C9658A	HP	PRT-Laser-Dept	SJPGR001378	OPEN
HPLJet Color 5500-8000	Q3715A	HP	PRT-Laser-HiCap	JPSC72N2P7	TPW - La Plaza B
HPLJet Color 5500-8000	Q3716A	HP	PRT-Laser-HiCap	JPSCB3R051	DHS-PH 415 Humboldt
HPLJet Color 5500-8000	Q3716A	HP	PRT-Laser-HiCap	JPSC82L094	TPW - La Plaza B
HPLJet Color CP5225	CC490A	HP	PRT-Laser-Color	JPDCJ4P0XX	DHS-PH ACC Animal Care
HPLJet Color CP5225	CE708A	HP	PRT-Laser-Color	CNCCD7J01V	SCERA
HPLJet Color CP5225	CE712A	HP	PRT-Laser-Color	CNBCCDN0D3	Reg Parks Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNBCD72295	Sheriff EOD
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF3T1JZ	SHF - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF3T1K1	SHF Dept - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF410BH	Data MADF Network
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF410CV	SHF Helicopter
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF410DB	SHF MADF
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF410DD	SHF - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF410DF	SHF Dept - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF410DH	SHF - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCDCTOVD	SHF Dept - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF780V9	SHF Dept - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF5Q1DM	SHF NCDF
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCG2S1CN	DHS 490 Mendocino 1st Floor
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCG4F07L	Data PRMD West Network
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCG4F081	Data PRMD East Network
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCG4F082	Data PRMD East Network
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCG4F088	Data PRMD West Network
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCG4F08K	Data PRMD West Network
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCG861JS	HR- Hum Res Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCGBF2QH	SHF - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCGBX1MZ	SHF - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCGBX1N4	SHF Windsor PD
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCGBX1N5	SHF Guerneville Sub
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCGBX1N7	SHF- Helicopter
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCGBX1NH	Data MADF Network
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCGBX1NJ	SHF Valley Sub
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCGBX1NK	SHF- Court Security
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCGCK13N	Data MADF Network
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCGCK13V	SHF Dept - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCG6V1Q5	HR- Hum Res Benefits
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF7K0GJ	Public Defender Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCFC309V	DHS Admin Rotunda 1st floor

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Model Name	Item Number	Make	Dev Type	Serial #	Location
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF9S0PV	Reg Parks Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCFBG0Q8	SHF MADF
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCFBG0R0	ISD - GIS
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCFBG0R5	SHF MADF
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCFBG0S5	DHS-BH 2255Chall Network
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNDCG9T0LV	SHF MADF
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCFDD1SL	SHF Coroner
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCFDD1TD	SHF - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCFDF0JB	SHF Lake Sonoma
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCFDF0JG	SHF - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNBCCB30P9	SHF - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNBCD370SJ	SHF Dept - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNBCD370SN	SHF - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNBCD370SP	SHF - Main
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNBCD411QL	Data Auditor Payroll
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNBCD411QT	Data Auditor Payroll
HPLJet Color M551	CF082A	HP	PRT-Laser-Color	CNCCF2G1CB	Data 2227Cap North
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ6107F	SHF Valley Sub
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCK131ZP	SHF - Main
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	CNBCH850LH	SHF MADF
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	CNBCH850LK	Data MADF Network
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	CNBCH850LW	SHF- Civil-Fam Court
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	CNBCH850M6	SHF - Main
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	CNBCH6816N	SHF Dept - Main
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ372CP	SHF - Main
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ3P18M	SHF - Main
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ3P18Y	SHF - Main
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ3X0DQ	SHF - Main
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ3X0L6	SHF- Domestic V
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ3X0LJ	SHF- Guerneville
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ3X0LL	SHF Domestic Violence
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ2R184	DA Auto Theft
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ2R186	SHF - Main
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ2R0X7	DA Main HOJ
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCJ2R18M	SHF Dept - Main
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPBCKDL1N6	Data MADF Network
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	JPCCKDV0R8	SHF MADF
HPLJet Color M553	B5L25A#BGJ	HP	PRT-Laser-Color	CNBCH6T1RP	HR- Hum Res Main
HPLJet Color M553	B5L26A#BGJ	HP	PRT-Laser-Color	JPCCL380M5	DHS Admin Rotunda 2nd floor
HPLJet Color M553	B5L26A#BGJ	HP	PRT-Laser-Color	JPCCL3V22J	FES Fire Emerg Svcs
HPLJet Color M553	B5L26A#BGJ	HP	PRT-Laser-Color	JPBCKDF306	IS-SP Programming 370Admin
HPLJet Color M553	B5L26A#BGJ	HP	PRT-Laser-Color	CNBCHD90JV	DA Main HOJ
HPLJet Color M651	CZ256A	HP	PRT-Laser-Color	JPCCK3D14R	HR- Hum Res Main
HPLJet Color M651	CZ256A	HP	PRT-Laser-Color	JPCCH3T164	DHS-PH Main 625 5th St
HPLJet Color M653	J8A05A#BGJ	HP	PRT-Laser-Color	JPBCL2LOH3	DHS-PH Main 625 5th St
HPLJet Color M750dn	D3L09A	HP	PRT-Laser-Color	CNBCEG4609L	Data PRMD East Network
HPLJet Color M750dn	D3L09A	HP	PRT-Laser-Color	CNBCEG460F9	Data PRMD West Network
HP-mfp-M630f	B3G85A#BGJ	HP	PRT-Large-MFP	MXBCH5K0LH	HR- Hum Res Benefits
Kyo TaskAlfa 420i	TASKALFA-420i	KYOCE	PRT-Large-MFP	QWVG0806793	DHS-PH WIC program
Ricoh - C830DN laser	430709	RICOH	PRT-Laser-Color	T362M900031W	DHSADM Main Rotunda
Ricoh - SP C821DN	406556	RICOH	PRT-Laser-Color	S4806800040	DHS-PH WIC program
Ricoh SP C431 Color Laser	406658	RICOH	PRT-Laser-Color	S9439100003E	DHS-PH Downtown Main
Xerox 7500 DT	7500/DT	Xerox	PRT-Laser-Color	RXD141171	DHS-PH 418 Riley

TOTAL COUNT:

221

Exhibit D

Consultant shall maintain and require all of its sub-Contractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Consultant shall not commence Work, nor allow its employees, sub-Contractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Consultant to maintain insurance 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. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Consultant in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. 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).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- i. 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.
- j. 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 limit may be satisfied by a combination of Automobile Liability Insurance and either 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.

4. 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.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Printer and Peripheral Maintenance.

- b. Consultant shall submit all required Evidence of Insurance prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, Information Systems Department, 2615 Paulin Dr., Santa Rosa, CA 95403.
- d. Consultant shall submit required Evidence of Insurance 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 are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Consultant shall provide certified copies of required insurance policies within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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

Exhibit E – Access to Sensitive Sites

Contractor Access to Sensitive Sites

The following conditions apply to contractor and construction worker access to the Sonoma County Jail and other Detention, District Attorney, Public Defender, Court, or Probation Facilities. The contractor and their employees seeking admission to the premises of the Sonoma County Jail and other Detention and Probation facilities will be subject to a background check. The following criteria will result in no clearance being granted:

- a. Anyone on Parole
- b. Anyone on active Probation for a Felony
- c. Anyone who has been in custody in this Facility within the last 60 days.
- d. Anyone who is a registered sex offender per 290 PC
- e. Anyone who is a drug registrant per 11590 H&S.

1) Criminal History:

Additionally, a criminal history will be run and could subjectively lead to exclusion from these facilities. Such convictions as drug smuggling, dealing or possession for sale, and any violent felony could and probably will exclude the individual from these facilities. County Sheriff's Office and Probation administrative staff reserve the right to refuse any individual access to sensitive sites.

2) Items Not Allowed:

The following are NOT allowed in sensitive sites, nor on the facilities' grounds:

- a. Alcohol, drugs or tobacco (any form)
- b. Lighters
- c. Weapons (any kind)
- d. Cell Phones (can be in personal vehicles)
- e. Pagers (leave in personal vehicles, if possible. Pagers are subject to search.)
- f. Briefcases and bags with needed supplies will be stored in secure areas.

3) Access:

Contractor and worker access will be controlled. An officer stationed at your ingress area will issue workers an individual badge in the morning. County staff will take your identification (e.g. California Driver's License) as collateral for a jail visitor's badge. All workers are subject to search. Tools, bags, and materials will be searched. Attire: Workers must be appropriately clothed. Attire, which is revealing, gang related or offensive to others, is not allowed. The Sheriff's Department reserves the right to determine the appropriateness of attire.

4) Inmate Behavior / Interaction:

- a. DO NOT communicate or interact with any of the inmates in any matter or form. This includes speaking to them, writing to them, or delivering notes for them.
- b. DO NOT give inmates anything, or take anything from them.
- c. DO NOT respond to flirtatious behavior by inmates.

5) Parking:

- a. Contractor will have a designated parking area for a limited number of vehicles.
- b. Contractor and workers will have access to their vehicles.

6) Tool Control:

- a. The contractor within the jail shall control tools.
- b. A designated secure location will be provided to the contractor for the storage of tools
- c. All tools and materials must be accounted for at the end of the day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

63441009006

Named Insured Schedule:

FlexPrint, LLC, FlexPrint Intermediate, LLC, FlexPrint Holdings, LLC, FlexPrint Acquisition, LLC, FlexPrint, Inc, ProCopy Office Solutions, LLC, ProCopy Office Solutions of Northern Arizona, LLC, ProCopy Office Solutions of Northern Arizona, LLC, FlexPrint Corporate Acquisition Company, J.J.R. Enterprises, Inc. dba Caltronics

Polymark Systems and Engineering, LLC dba Polymark Systems, LLC dba Action Imaging Group, Cannon by LLC, Cannon by of Texas, LLC, Marmon Business Systems, LLC dba Marmon Business Systems, LLC
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Form No. 0001 (01/09) #150

General Liability: Certificate Holder is named additional insured if required by written contract. Waiver of Subrogation applies when Named Insured has waived this right by written contract with respect to General Liability, Auto Liability and Workers' Compensation. Primary and Non-Contributory

ACORD Insurance Company of America



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: _____

Coverage applies when required in a written contract. The Umbrella policy is follow form.

Project: Printer and Peripheral Maintenance

The County of Sonoma, its Officers, Agents and Employees, Information Systems Department, 2615 Paulin Dr., Santa Rosa, CA 95403 are included as Additional Insured when required per written contract.



COUNTY OF SONOMA

Printer and other Peripherals Maintenance Service

Request for Proposals (RFP)

The County of Sonoma is pleased to invite you to respond to a Request for Proposals for Printer and other Peripherals Maintenance Service.

Proposals must be received no later than 2:00 p.m. on November 21st, 2018.

A. Introduction/Purpose

The Information Systems Department of the County of Sonoma invites sealed proposals for maintenance of data center equipment, printers and other peripheral IT equipment.

1. Project Background and Description

Sonoma County, located in northern California, is governed by a five member Board of Supervisors which sets policy and appoints the County Administrator to direct the day-to-day government operations. Based in the City of Santa Rosa, the County employs a workforce of over 4000 in 27 departments and agencies, in facilities located throughout the County.

The Information Systems Department is responsible for the provision, maintenance and support of:

- Countywide networking infrastructure
- County data center, housing virtual and stand-alone servers
- County Internet and Intranet
- County Voice over IP phone system
- Approximately 3,500 desktop computers and approximately 420 printers
- Numerous business applications
- Records management services

The ISD Data Center, located in the County Center campus in Santa Rosa, operates twenty-four hours per day, seven days per week, and three-hundred sixty-five days per year. ISD maintains nearly 100% uptime of all crucial hardware devices as well as maintaining off-site systems for disaster preparedness. In addition to the Data Center the County maintains data infrastructure at various off campus office sites.

2. Desired Goals/Objectives/Outcomes

The Information Systems Department is seeking a vendor that will be able to meet the maintenance and repair needs of the County's printers and related peripheral equipment.

Printer Service and Maintenance

1. Printer Maintenance and Repair Services

Overview of Printers to be serviced – A list of current printers by type, manufacturer and model numbers are included in Attachment F-Current Hardware List.

- a. Location of printers - Printers are located throughout Sonoma County, however the majority (about 70%) of the printers are located at or within two miles of the

County Center campus. Less than 7% of the equipment is located more than a 30 minute drive from the County Center. A distribution breakdown is included in Attachment G-County Operated Facilities.

- b. Number of printers – Services are needed for approximately 420 printers, however the exact count will vary slightly each month as printers are added or decommissioned. ISD will furnish the vendor with a monthly inventory report that will identify hardware manufacturer and model number, serial number, and location.
- c. Timeframe for printer service delivery – Maintenance and repair services are needed during business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. County holidays are excluded. All service requests from County employees are directed to the ISD Help Desk. The ISD Help Desk will open repair requests with the selected vendor for dispatch.

2. Printer Maintenance and Repair Services Requirements

- a. Repair services – Vendor will provide all services needed to restore the printers to good operating condition after a malfunction occurs or after a failure of the equipment to operate in accordance with the manufacturer's functional specifications. Printer maintenance services include the printer device, all internal parts and integrated options as originally delivered from the manufacturer and external devices such as network interface cards and mail bin sorters.
- b. Maintenance – Vendor will be responsible for the installation of maintenance kits, drum kits, and fuser kits when requested or when Vendor recognizes the need.
- c. Replacement parts – For printers that become inoperable due to normal use, Vendor will provide non-consumable replacement parts and subassemblies at no additional cost to County. Replacement parts must be fully tested and certified as new or warranted like new. All parts must conform to Original Equipment Manufacturer's specifications, and be at the same or higher revision levels as the equipment or parts being replaced.
- d. Consumables – County departments will be responsible for the purchase of consumable supplies. Consumables include toner cartridges, drum kits, fuser kits, maintenance kits, cleaning kits and paper.
- e. Disposal – Vendor is responsible for the removal and disposal of defective parts when required. Any disposal of parts and/or equipment must be done in conformance with local, state and federal regulations if any apply, whether or not they are specifically noted herein.

- f. Loaner Equipment – Vendor will provide loaner or temporary replacement printers to County Departments in cases where the vendor is unable to repair a printer within 8 business hours after responding to a service request. Loaner equipment must be similar to equipment being replaced in functionality and use. The vendor will provide the loaner equipment within 16 business hours of the original request for service. The County will retain this loaner equipment until the County equipment is repaired.

3. Printer Service Call Process and Response Times

- a. Service Request - All requests for Vendor services will come through the ISD Help Desk, which is responsible for receiving the initial service requests from County Departments.
- b. Service Response - Once a service call is initiated by the ISD Help Desk, Vendor will need to be on-site within four (4) hours. If a call comes in after 2:00 p.m. the Vendor will need to be on-site by 9:00 a.m. the next business day
- c. If a repair is not completed within 8 business hours from the time of the Vendor's arrival on site, escalation procedures will be initiated to expedite the problem resolution. If necessary the Vendor need to provide loaner equipment within 16 business hours of the original service request.

B. Statement of Requirements - Services Required of Successful Proposer

Vendor Qualifications

ISD is seeking a vendor with the following qualifications:

1. Vendor must currently be providing maintenance for equipment similar to the items specified in Attachment F-Current Hardware List.
2. Vendor has serviced accounts with a comparable volume to County, and equipment similar to the items specified in Attachment F-Current Hardware List, and can provide references. If Vendor does not have accounts that are comparable in volume, then Vendor must provide customer references and contact names for its largest accounts.
3. Vendor's service personnel must be sufficiently trained, have appropriate manufacturer certifications and authorizations and be skilled in the service of the specified equipment listed in Attachment F-Current Hardware List.

4. As equipment to be supported includes equipment at the County Jail facilities and Sheriff's department, Vendor will be required to have at least two support technicians available for services request that will be able to pass a security clearance background check as outlined in Attachment H-Access to Sensitive Sites.

Additionally, please provide information regarding the following items:

1. Describe your company's service dispatch procedures, including escalation procedures, and how your company ensures that call response time and call completion deadlines are met.
2. Describe in detail your company's process for parts acquisition, warehousing, management, and transportation.
3. What is your contingency plan for obtaining parts that are not readily available?
4. Does your company have a formalized procedure to provide monthly statistical reports to the County of the services performed? If so, please furnish samples of these reports.
5. Describe in detail how your company would manage the transition of services from the current vendor to assure that there is minimal disruption to County operations.

C. Local Preference

It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Departments shall consider the locality of consultants or businesses and their sub-consultants along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, the County strongly encourages using local service providers.

More information about the County's purchasing policies can be found on:

[Local Preference Policy for Services](#)

D. Schedule

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

<u>Date</u>	<u>Event</u>
October 19, 2018	Release Request for Proposals
November 2, 2018	Proposer's Questions Due by 5:00 p.m.
November 9, 2018	County's Responses to Questions Due
November 21, 2018	Proposals Due by 2:00 p.m.
November 22-30, 2018	Proposals Evaluated by County
December 3-7, 2018	Interviews Conducted
January 4, 2019	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
January 22, 2019	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>

E. Pre-Bid Conference

Section Omitted

F. Questions

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders through an addendum on the County's Supplier Portal and email notification. Questions should be sent via e-mail directly to peripheralsRFP@sonoma-county.org. Questions will not be accepted by phone.

G. Corrections and Addenda

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal or deliver them to the contact and address below if the proposer has previously submitted a proposal to the Department:

Danielle Letourneau, Department Analyst
Information Systems Department
2615 Paulin Dr.
Santa Rosa, CA 95403

Any oral communication by the County’s designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

H. Proposal Submittal

1. Form: Proposers must submit one (1) electronic copy to the County of Sonoma’s Supplier Portal. The link to the Supplier Portal is: [Sonoma County Supplier Portal](#).

Note: Proposers must be registered to submit electronic submittals. See registration instructions on the Supplier Portal link above.

Additionally proposers must submit (1) signed original, and four (4) copies of the signed proposal per the schedule or as revised by addendum. Proposals must be enclosed in a sealed envelope or package and clearly marked “**Printer and other Peripherals Maintenance Service.**” Proposals shall be submitted to:

Danielle Letourneau
Department Analyst
Information Systems Department
2615 Paulin Dr.
Santa Rosa, CA 95403

2. Due Date: Proposals must be received no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:
 - a) The completed proposal shall be without alterations or erasures.
 - b) No oral or telephonic proposals will be considered.
 - c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.
4. Proposal Format and Contents: For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:
 - a) **Section I - Organizational Information**:

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

b) Section II - Qualifications and Experience:

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

Debarment or Other Disqualification

Proposer must disclose any debarment or other disqualification as a supplier or vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information

c) Section III - Project Approach and Work Schedule:

Provide a description of the methodology developed to perform all required services, including an affirmation that the services will be timely completed within the contract period.

Include your response to the Statement of Requirements as referenced in Section B., beginning on page 1.

d) Section IV - Cost of Service:

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The project costs must be broken out and include all expenses that will be charged to the County, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

e) Section V – Identification of subcontractors:

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

f) **Section VI - Insurance:**

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

g) **Section VII - Additional Information:**

Include any other information you believe to be pertinent but not required.

h) **Section VIII – Contract Terms:**

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

I. Selection Process

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a) Demonstrated ability to perform the services described;
 - b) Experience, qualifications and expertise;
 - c) Quality of work as verified by references;
 - d) Costs relative to the scope of services;

- e) A demonstrated history of providing similar services to comparable entities;
 - f) Willingness to accept the County's contract terms; and
 - g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).
 - h) The locality of the Proposer;
4. The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
 5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
 6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.
 7. The County reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the County and to award to only one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** The County also makes no guarantee of any or equal amounts of work.
 8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.

9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

J. Finalist Interviews

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

K. General Information

1. Rules and Regulations

- a) The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
- b) Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
- c) The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.
- d) All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal

in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

- f) The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
 - a. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

2. Nonliability of County

The County shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in

the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Form of Agreement

- a) No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- b) A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) Unless otherwise authorized by County, the selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an

agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

7. Withdrawal and Submission of Modified Proposal

- a) A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

L. Protest Process

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: [Protests and Appeals for Goods and Professional Services Procurements](#)

M. Living Wage

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance 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 contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

Attachments:

Attachment A: Sample Agreement

Attachment B: Local Business Declaration for Services

Attachment C: Living Wage Evaluation Preference Form

Attachment D: Living Wage Responsible Bidder Form

Attachment E: Sample Insurance Requirements

Attachment F: Current Hardware List

Attachment G: County Operated Facilities

Attachment H: Access to Sensitive Sites



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 29, 2019

Vote Requirement: 4/5

Department or Agency Name(s): Transportation & Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, 707-565-2231

Supervisorial District(s):

All

Title: Sprung Structure Lease Purchase Option & Sprung Structure Extension Purchase at the Charles M. Schulz – Sonoma County Airport

Recommended Actions:

Adopt a Resolution authorizing the Chair to exercise a lease purchase with Sprung Instant Structures, Inc. for a cost of \$149,530 for the existing temporary terminal hold-room structure, and authorize the purchase of an extension to the structure for a cost of \$167,634.

Executive Summary:

The Board previously adopted a Resolution authorizing the Chair to approve a lease agreement, which included a lease purchase option, with Sprung Instant Structures, Inc. to provide a temporary terminal passenger waiting structure at the Charles M. Schulz – Sonoma County Airport (Airport) for a lease period of 30 months and a total cost of \$164,510. This ensured the traveling public had less disruption or delay during the Airport improvement process by increasing the Airport hold room capacity. The Airport has determined that it has sufficient funding to exercise the lease purchase option and purchase an extension to the current structure to facilitate future terminal development.

Discussion:

On February 9, 2016, the Airport made a presentation to the Board regarding the future growth of the Airport. Addressing the Board's input from that meeting, the concept plan for the terminal was modified to improve phasing, accommodate greater passenger numbers, and to add architectural improvements. Through the Master Agreement for engineering consulting services with the aviation-engineering firm of Mead & Hunt, Inc., the design services for a temporary terminal passenger waiting structure (Structure), were contracted and completed. Mead & Hunt's design criteria for the Structure required that it be fiscally viable for the Airport; built-on-grade; quickly erected; easily expanded, high velocity wind resistant; and insulated for temperature control. The analysis included three separate manufacturers of modular structures. The sole manufacturer who demonstrated they could meet all of the criteria was Sprung Instant Structures, Inc. and, in addition, had proven their ability to engineer stable tensile

structures not affected by aircraft jet blast since many of their structures are used on airports. In addition, Sprung Instant Structures are built with green technologies and support Leadership in Energy & Environmental Design (LEED) certification for the Airport's goal of environmentally conscious structures and construction practices. The design of the Structure provides commercial airline passengers with a temperature-controlled interior; seating; protection against the weather; and safety from construction areas. The flexibility of the Structure allows for expansion and reconfiguration during the construction process. The Structure requested in this action was for the first stage of construction and a portion of the entire temporary construction area. An additional extension to the Structure would also be necessary as construction progresses on the remodel of the terminal to facilitate the relocation of the Transportation Security Administration (TSA) passenger screening area once construction starts on the terminal expansion.

On February 21, 2017, the Board adopted a Resolution authorizing the Chair to execute a lease agreement with Sprung Instant Structures, Inc. to provide a temporary terminal hold-room structure at the Airport for a lease period of 30 months and a total cost of \$164,510. The Airport determined that a lease option was the best fiscal option versus an outright purchase price of \$318,103 at that time, with a lease purchase option available for potential use later.

On May 8, 2018, the Board adopted a Resolution authorizing the Director of Transportation and Public Works to submit and approve loan applications to the California Infrastructure and Economic Development Bank for up to \$17,000,000 to finance capital improvement projects at the Airport. On May 22nd, 2018, approved loan applications were executed. Financing for the additional costs requested in this action will be included in this loan.

The Airport has now determined that the Sprung Structure will be a permanent passenger waiting structure at the Airport. The determination was based on consistently increasing passenger loads, providing adequate hold room capacity during construction, sufficient screening areas and prohibitive costs for a brick and mortar hold room structure. The Airport has determined that it is in its best interest to exercise the lease purchase option using the additional funding obtained by the loan with the California Infrastructure and Economic Development Bank to pay off the remaining lease and obtain ownership of the current structure.

As mentioned in the previous Board item, an additional extension to the structure is also needed as construction progresses on the remodel of the terminal to facilitate the relocation of the TSA passenger screening area once construction starts on the terminal expansion. Total cost of the new extension structure is \$167,634. We will return to the Board within the next 6 months asking the Board to approve and execute an agreement to the most qualified contractor proposal for installation of the extension. The most qualified contractor will be selected through a formal bidding process released on the County's Procurement Portal in the next few months.

Legal Authority to Acquire

The Board is authorized to purchase this structure under California Government Code section 26021, which authorizes the Board, by a Resolution adopted by a four-fifths vote, to determine that the purchase or lease of personal property for the construction and completion of improvements necessary and convenient for the flying and landing of aircraft, or the maintenance of places for flying, take-off, landing, and storage of aircraft, and conveniences, structures, and other aircraft facilities is in the County's interest and that County funds shall be extended for that purpose.

Prior Board Actions:

May 8, 2018 Item #58 Board approved resolution authorizing submission and approval of loan application to the California Infrastructure and Economic Development Bank for up to \$17,000,000 to finance capital improvement projects at the Charles M. Schulz – Sonoma County Airport;

February 21, 2017 Item #21 Board approved resolution executing lease agreement with Sprung Instant structures Inc. for temporary terminal hold-room structure at Airport;

September 13, 2016 Item #41 Financing for Airport Terminal and Long Term Parking Design;

February 9, 2016 Item #40 Board received Airport update and requested Airport staff proceed with plans to expand the passenger terminal and long term parking.

Strategic Plan Alignment Goal 3: Invest in the Future

This action supports the Airport’s mission to successfully manage a key component of the County’s transportation infrastructure and continue to be a significant contributor to a strong and diverse economy that supports job growth and job retention for Sonoma County. It advocates for a well-maintained transportation and facility network that promotes mobility, health and safety, connectivity and convenience.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$317,164		
Additional Appropriation Requested			
Total Expenditures	\$317,164		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$317,164		
Use of Fund Balance			
Contingencies			
Total Sources	\$317,164		

Narrative Explanation of Fiscal Impacts:

The purchase cost to buyout the current lease will be \$149,530, and the cost for extension of the existing structure is \$167,634, for a total of \$317,164. These expenses will initially be paid from the Airport Enterprise Fund, but will ultimately be financed through the California Infrastructure and Economic Development Bank loan. There are currently sufficient appropriations in the FY 18-19 Airport adopted budget to cover these costs, and no additional appropriations are requested at this time.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Lease Agreement Purchase Option Letter, New Sprung Structure Purchase Quotation, Resolution			
Related Items "On File" with the Clerk of the Board:			
2017 Lease Agreement			



High Performance Building Solutions



November 27, 2018

Charles M. Schulz
Sonoma County Airport
2290 Airport Boulevard
Santa Rosa, CA 95403

70'x60' Sprung Structure

Dear Mr. Borovkoff,

In accordance with our Lease Agreement dated January 11, 2017, Charles M. Schulz – Sonoma County Airport is entitled to exercise the Purchase Option. The following is a computation of the buyout price of the Structure and Accessories.

Purchase Price:	\$215,807.00
Deduct: 60% of 22 lease payments to January 31, 2019	< \$ 66,277.00 >
Revised Purchase Price, sales and/or use taxes extra:	<u>\$149,530.00</u>

Thank you for the opportunity to present this offer and we look forward to your further instructions.

Yours very truly,

SPRUNG INSTANT STRUCTURES, INC.



Clark Olson
Vice President



High Performance Building Solutions



October 26, 2018

Tim Dacey
Mead & Hunt
9600 NE Cascades Parkway, Suite 100
Portland, OR 97220

Email tim.dacey@meadhunt.com

Dear Mr.Dacey,

We are pleased to submit the following quotation for a Sprung Structure to be located at your site in Santa Rosa, California. Sprung is the inventor of the stressed membrane structure which has been patented worldwide. With over 130 years of experience, Sprung offers an innovative, cost effective building alternative which dramatically accelerates construction time lines while providing complete flexibility for the future.

STRUCTURE DESCRIPTION: SIGNATURE SERIES 70 feet wide by 55 feet long, measured by maximum width by maximum length including the following accessories:

- New Transition - 6'-0" X 7'-8"
- Transition Bumper 10ft Hood
- New Phase - 70ft X 45ft
- Insulation New Phase
- Replacement Membrane Flat End Panel - Outer
- Replacement Membrane Flat End Panel - Inner c/w Insulation & FE Arch
- New Upright in flat end wall
- Replacement & Misc. Fasteners for Flat End Relocation
- Replacement Spreaders due to relocated upright
- Additional Earth Anchors Center Arches
- Additional Earth Anchors Flat End Uprights
- Base Level Spreaders at Cable Brace Locations
- Additional Cable Bracing
- Flat Bar Finish
- 14'-3" Hood
- Transition Frame for Relocated Single Glass Door
- XL Glass Door (7'X7') c/w Transition
- Framed Opening Allowance up to 16 square feet
- Comp Logo
- Structural Observation (1 site visit)
- Phase III C & E Frames in FE
- Phase III Ada Transition in FE

ARCHITECTURAL MEMBRANE: Polyurethane opaque membrane, complete with daylight panels.

AVAILABILITY: Normally from inventory.

INTERIOR HANGING DETAILS: Sprung Instant Structures offers a large selection of brackets and hangers which can be utilized for the hanging of lighting, HVAC and any other items that may need to be suspended from the interior of the structure. The type and size in each case will depend on weight and proposed position. Please contact your Sprung representative for diagrams and further details.

ERECTION: We will supply a Technical Consultant on site to provide information about structure assembly and erection and will supply hand tools for your use, at no charge. The Technical Consultant is not authorized to perform any other services. Customer is responsible for supervision of and safety compliance in structure location, assembly and erection.

Recommended equipment and manpower:

- a) Scaffolding and manlifts
- b) Appropriate fall protection (body harness and life line).
- c) Electrical power to site.
- d) Estimated 8 workmen for approximately 12, 8 hour working days, approximately half of which should be manlift qualified.
- e) A supervisor with construction experience.

CRANE: We request that you supply a crane with operator and rigger to assist in raising the free span aluminum beams during the erection sequence. It will be needed for approximately 4 hours.

HAND TOOLS: Although specialized hand tools are supplied for your use at no charge, you are responsible for the tools while they are at your site and until picked up by Sprung following completion of the erection of the structure.

PERMITS, LICENSES AND TAXES: It will be your responsibility to obtain all permits, licenses and pay all applicable taxes. This structure is designed to meet 115 mph, Exposure C, 3 second gust as defined in ASCE-7-2010 and CBC-2016.

GUARANTEE: To demonstrate our confidence in the quality and longevity of the Sprung Structure, our product comes with a 50 year pro-rata guarantee on the aluminum substructure and an architectural membrane pro-rata guarantee, in accordance with the attached Guarantee Certificate.

NOTE: This quotation is valid for 60 days.

PURCHASE PRICE	
STRUCTURE AND ACCESSORIES AS ABOVE: F.O.B. Salt Lake City, Utah, USA, sales and/or use taxes extra.	\$157,414.00
TERMS, O.A.C: 50% with order; balance upon delivery of the structure.	

ADDITIONAL CHARGES	
TECHNICAL CONSULTANT: Although the Technical Consultant is supplied, his travel, accommodation and meals will be charged to you at a fixed cost of	\$5,450.00
DELIVERY: At your request we can arrange, on your behalf, for delivery of this structure by commercial carrier to your site in Santa Rosa,	\$4,770.00

California. Customer is responsible to receive and unload freight in a timely manner.	
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Sprung Instant Structures

This Guarantee is presented to:

Mead & Hunt

The architectural membrane and aluminum materials utilized in Sprung Structures have been selected for their proven strength, durability and longevity. To show our sincere confidence in our product, Sprung Instant Structures is pleased to issue the following guarantees.

ARCHITECTURAL MEMBRANE WITH POLYURETHANE COATING

All membranes used are water and mildew resistant, insect proof and flame retardant. They withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Flame retardant status has been warranted by the membrane suppliers.

Sprung Instant Structures guarantees to supply new replacement membrane, on a pro-rata basis at the then current price, for membrane which deteriorates from any of the aforementioned factors within FIFTEEN (15) YEARS from the date of delivery of the structure(s), for polyurethane coated architectural membranes in white, tan or gray colors.

EXTRUDED ALUMINUM SUBSTRUCTURE AND COMPONENTS

Aluminum used is professionally engineered and is of the highest quality and structural capability. Sprung Instant Structures guarantees to replace, on a pro-rata basis at the then current price, any aluminum which deteriorates from normal usage within FIFTY (50) years from the date of delivery of the structure(s).

The guarantee will not be valid if a Sprung technical consultant is not present during all erections and dismantling's of the structures during the guarantee period or if any payments associated with the structure(s) are not made on time.

October 26, 2018

PHIL SPRUNG - PRESIDENT



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving a Lease Purchase Option with Sprung Instant Structures, Inc. for a Tensile Passenger Waiting Area Structure and the Purchase of an Additional Sprung Structure Extension

Whereas, the Chair Executed a Lease Agreement with Sprung Instant Structures, Inc., for a temporary passenger waiting area tensile structure ("Sprung Structure") to better facilitate the first stage of the terminal construction process while continuing commercial flight service; and

Whereas, Resolution #17-0090, dated February 21, 2017, with Sprung Instant Structures, Inc., authorized the Chair to execute a lease agreement for a lease period of 30 months with the future option of ; and

Whereas, the Department of Transportation and Public Works – Airport has now determined that the Sprung Structure will be a permanent passenger waiting structure at the Airport; and

Whereas, it is necessary for the Airport to purchase an extension to the current passenger waiting area Sprung Structure to accommodate a temporary relocation of the Transportation Security Administration (TSA) passenger screening area as construction progresses on the remodel of the terminal; and

Whereas, the Board is authorized to purchase these structures under California Government Code section 26021, which authorizes the Board, by a Resolution adopted by a four-fifths vote, to determine that the purchase or lease of personal property for the construction and completion of improvements necessary and convenient for the flying and landing of aircraft, or the maintenance of places for flying, take-off, landing, and storage of aircraft, and conveniences, structures, and other aircraft facilities is in the County's interest and that County funds shall be extended for that purpose.

Whereas, the Department of Transportation and Public Works - Airport has acquired additional funding through a loan with the California Infrastructure and Economic Development Bank; and

Whereas, the Department of Transportation and Public Works - Airport now has sufficient funds to exercise the Sprung Structure lease purchase option and obtain ownership of the structure as well as the purchase of an extension to the structure; and

Now, Therefore, Be It Resolved that the Board finds that the expenditure of County funds for the execution of the lease purchase option of the Sprung Structure temporary passenger waiting area and Sprung Structure extension is in the general County interest; and

Resolution #

Date:

Page 2

Be It Further Resolved that the Board hereby approves the aforementioned exercise of the lease purchase option and purchase of an additional Sprung Structure extension with Sprung Instant Structures, Inc. for use at the Charles M. Schulz – Sonoma County Airport.

Supervisors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

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: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins

Supervisorial District(s):

Fifth District

Title: Reappointment

Recommended Actions:

Reappoint Kathy Smith to the Sonoma County Mental Health Board for a three year term beginning on January 1, 2019 and ending on 12-31-2021. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

Approved on 02-26-2013 also 2015

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve the reappointment of Shellie Hadley to the Mental Health Board for a three-year term beginning on December 31, 2018 and ending on December 31, 2021. (Third District)

Executive Summary:

Approve the reappointment of Shellie Hadley to the Mental Health Board for a three-year term beginning on December 31, 2018 and ending on December 31, 2021. (Third District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, (707) 565-2241

Supervisorial District(s):

Second

Title: Reappointment

Recommended Actions:

Approve the reappointment of Bonnie Koagedal to the Sonoma County Area Agency on Aging for a two year term beginning February 21, 2019 and ending February 20, 2021 (Second District).

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
None			



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 Supervisors

Board Agenda Date: January 29, 2018

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:

Christina Rivera 707-565-2048

Supervisorial District(s):

Title: Independent Citizens Pension Committee

Recommended Actions:

Appoint Ron Calloway to serve the remaining 2-year term of a vacancy in Independent Citizens Pension Committee with a term ending on September 11, 2019.

This item requests Board of Supervisors ("Board") approval to appoint Ron Calloway to serve the remaining 2-year term of a vacancy in Independent Citizens Pension Committee ("Committee"). As of this writing the Committee has two vacancies resulting from previously members Ms. Rebecca Jones and Ms. Lynn Woolsey who submitted their resignations in July and November 2018, respectively, and were originally appointed by the Board on 9/12/2017.

Background

The Board has adopted Pension Reform as one of its key priorities, with a goal of ensuring a fair, equitable, and sustainable pension system for taxpayers and employees alike. In April 2017, the Board created the new Committee to represent the best interests of the entire community in a non-partisan manner, and to help improve communication between the County and local residents on pension issues.

The scope of the Committee is intended to improve accountability and transparency of the County's pension reporting, and provide a way for the County to engage citizens in the process of developing and refining its pension reform strategies.

The Board approved Resolution #17-0177 on April 25, 2017 outlined the Committee's scope, which is focused on enhancing the County's pension reporting and improving accountability and transparency.

Consistent with the mission of the Committee and its status as an advisory body, the information communicated in its annual update shall be fair, constructive, and objective. Any and all pension reform

strategies developed through the efforts of the Committee shall be advisory only to the Board of Supervisors. The Board would not be obligated to pursue any policy changes in response to the Committee's annual updates or recommendations.

Further, to the extent the Board of Supervisors authorizes the delivery of pension reform strategies developed through this effort, the implementation of such strategies will be subject to State law and the County's labor relations policies and procedures. In this regard, the Committee will have no authority or involvement in the applicable labor relations process.

Recommended Appointment

Following the resignations of Ms. Jones and Woolsey staff posted the vacancies outside the Board of Supervisors chambers agenda bulletin, published solicitation of applications on the County's main website and the Independent Citizen's Advisory Committee website, distributed to candidates who submitted their application for initial appointment but were not selected at the time, and posted vacancies on the County's Boards, Commissions, Committees and Task Forces list to comply with the Maddy Act. Staff received interest from 8 individuals, which were reviewed by staff.

Mr. Calloway is being recommended for appointment as he possess public pension knowledge and brings with him an educational sector perspective. See attached application.

The remaining 7 applicants will be considered for the 2nd vacancy. Staff will return to the Board with an appointee recommendation for the 2nd vacancy.

- 09-12-2017: Appointed seven individuals to serve in the Independent Citizens Pension Advisory Committee
- 04-25-2017: Approved the charter for the 2016-17 Pension Ad Hoc Advisory Committee; adopted a Resolution to establish an ongoing Independent Citizens Pension Committee and approved its charter; and directed the Pension Ad Hoc and staff to initiate an open application process.
- 02-21-2017: Directed the Pension Ad Hoc and staff to explore options for establishing an ongoing pension advisory committee.
- 11-15-2016: Appointed Supervisors Shirlee Zane and David Rabbitt to serve as co-chairs of the new Pension Ad Hoc Committee.

Goal 4: Civic Services and Engagement

The Committee provides an opportunity for greater citizen participation in County government, and it gives members of the public an opportunity to review and provide input for the County's pension reform strategies affecting the retirement system. The Committee's work will also improve the County's transparency and accountability with respect to pension matters.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
None			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Approve a Gold Resolution recognizing Amy Ahanotu for his 8 years of service as Councilmember and Mayor of Rohnert Park.

Executive Summary:

Approve a Gold Resolution recognizing Amy Ahanotu for his 8 years of service as Councilmember and Mayor of Rohnert Park.

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Honoring Amy Ahanotu For His Contributions To The Community And His Service As Mayor
And Rohnert Park City Council Member**

Whereas, Amy Ahanotu, a Nigerian immigrant came to the United States in his 20s where he began at the very bottom, cooking, serving and ringing up orders at Taco Bell; and

Whereas, in 1985 he received his Bachelor of Business Administration at Simon Fraser University in Burnaby, Canada and then his Master of Business Administration from the University of San Francisco in 2003; and

Whereas, in 2005 Ahanotu became a branch manager of Redwood Credit Union where he was recognized as a strong leader and was well respected in the industry; and

Whereas, Ahanotu served on the Rohnert Park City Council from 2011 through 2018 and was mayor from December 2014 through December 2015, "Only in America are you going to see a village boy come here and become the mayor of a big city," said Ahanotu during his mayoral inauguration; and

Whereas, Ahanotu served on various boards and commissions including Sonoma Clean Power Authority, Sonoma County Transportation Authority, Sonoma County Regional Climate Protection Authority, Sonoma County Waste Management Agency and the Association of Bay Area Governments; and

Whereas, he has been recognized by North Coast Builders Exchanged for simplifying permitting process and financial management and the Engineering Contractors Association for leadership in championing investments in infrastructure as well as the City of Rohnert Park Council for improving the city's technology including brand new city website.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma, State of California, does hereby celebrate Amy Ahanotu for his many contributions to the community and his service on the Rohnert Park City Council.

Supervisors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

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: 27
(This Section for use by Clerk of the Board Only.)

To: Board

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Adopt a Resolution of the Board Of Supervisors of the County Of Sonoma, State of California, Commending Sierra Garden Club for Outstanding Volunteerism at the Sierra Gardens at Los Guillicos Juvenile Detention Center.

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold Resolution			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board Of Supervisors of the County Of Sonoma, State of California,
Commending Sierra Garden Club for Outstanding Volunteerism at the Sierra Gardens at
Los Guillicos Juvenile Detention Center.**

WHEREAS, the Sierra Garden Club volunteers provide educational and mentoring activities for at-risk youth in Sonoma County at the $\frac{3}{4}$ acre Sierra Garden, which is located at Los Guillicos on the grounds of the former Sierra Youth Center of Sonoma County; and

WHEREAS, the garden was revitalized in 2013 by as many as 30 volunteers who with the youth cultivate the vegetables, fruit trees, berries, flowers, and herbs. Flower and vegetable starts are raised in the two greenhouses, the garden beehives produce honey, and the butterfly garden attracts beneficial insects; and

WHEREAS, the volunteers raise the produce to sell to the public on Saturday mornings for culinary use in the kitchen facility with unsold and additional produce donated to FISH, a local food pantry serving those in need; and,

WHEREAS, the produce in the garden is grown by environmentally sustainable methods using non-potable water; and

WHEREAS, the volunteers provide a gardening opportunity to four former clients of Sonoma Developmental Center as they transition to community-based housing, mentoring them in garden tasks such as hauling and spreading mulch, picking produce, and pulling weeds; and

WHEREAS, the produce in the garden is grown by environmentally sustainable methods using non-potable water; and

WHEREAS, the Culinary Program takes place in the kitchen alongside the garden and volunteers help young people use the home grown produce to develop nutritious meals; and

WHEREAS, Sierra Garden is able to support the garden and culinary activities without donations other than facility support from the County of Sonoma and the Valley of the Moon Rotary. All proceeds go to college scholarships for under-served Sonoma County students coordinated with Sonoma County's 10,000 Degrees, and

Resolution #

Date:

Page 2

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Sonoma commends Sierra Garden Club for their tireless and enthusiastic volunteer efforts.

Supervisor Susan Gorin

Supervisor David Rabbitt

Supervisor Shirlee Zane

Supervisor Lynda Hopkins

Supervisor James Gore, Chair



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Tennis Wick x1925

Supervisorial District(s):

All

Title: Resolution of the Board of Supervisors Recognizing and Commending Jennifer Barrett Upon the Occasion of Her Retirement After More Than Twenty-Seven Years of Public Service

Recommended Actions:

Adopt and present the resolution

Executive Summary:

This gold resolution recognizes Jennifer Barrett, Permit Sonoma's Deputy Director of Planning, as she retires from the County after sixteen years of County service.

Discussion:

Jennifer Barrett, Permit Sonoma's Deputy Director of Planning, will be retiring from the County at the end of January after sixteen years of County service. During these years, Jen has accomplished many great planning endeavors and has mentored dozens of planners.

Prior Board Actions:

n/a

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Not applicable			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Not applicable			
Attachments:			
Gold Resolution			
Related Items "On File" with the Clerk of the Board:			
none			



County of Sonoma

State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Recognizing and Commending Jennifer Barrett Upon the Occasion of Her Retirement After
More Than Twenty-Seven Years of Public Service**

Whereas, Jennifer Barrett retires from the County of Sonoma in January 2019 having served sixteen years as Deputy Director of the Sonoma County Permit and Resource Management Department, four years as Planning Manager for the City of Novato and seven years in the Planning Department with the City of Petaluma, beginning her planning career as an intern for the City of Healdsburg; and

Whereas, during Jennifer's tenure with the County, her strength with policy development has made her a tremendous asset to the county with major accomplishments including overseeing the development of General Plan 2020, the County's housing program (with its recognition of affordable housing as a county-wide issue), her work to bring the County Ag Preserve Rules (Williamson Act) into compliance with the Department of Conservation requirements, code updates, and in her long-time staff work with the Planning Commission and Board of Zoning Adjustments where Jennifer displayed great tact, diplomacy and planning knowledge; and

Whereas, Jennifer is a wonderful mentor who has always fostered a collaborative approach to projects and tasks, working diligently to help bring new planners forward professionally, and;

Whereas, Jennifer and her husband Tom have been together since 1972 and have two

sons and a grandson. She is creative, artistic and among other talents, makes beautiful fused glass jewelry, quilts and is a graceful and elegant dancer.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors does hereby recognize and commend Jennifer Barrett upon the occasion of her retirement after providing twenty-seven years of public service.

Be It Further Resolved that the Board of Supervisors wishes Jennifer well and hopes that her retirement allows her time with family, especially her grandson, and pursuit of the many interests dear to her.

Supervisors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of
Sonoma
Agenda Item
Summary Report

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

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

To:

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore
(707) 565-2241

Supervisorial District(s):

Fourth

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution celebrating the Town of Windsor's Hometown Heroes Military Banner Ceremony.
(Fourth District)

Executive Summary:

Adopt a Gold Resolution celebrating the Town of Windsor's Hometown Heroes Military Banner Ceremony.
(Fourth District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California
"TOWN OF WINDSOR MILITARY HOMETOWN HEROES BANNER DAY"**

Whereas, the Town of Windsor with the dedication of a volunteer Military Banner Committee has established the Windsor Hometown Heroes Military Banner Program in order to recognize and honor Windsor residents and their immediate family members who are serving our country in the United States Armed Forces (Army, Navy, Air Force, Marines and Coast Guard); and

Whereas, eligible honorees are Windsor residents, or have an immediate family member working or residing in Windsor, including Town of Windsor employees; and

Whereas, the military banners will be proudly displayed throughout downtown Windsor highlighting the service of local Military Hometown Heroes; and

Whereas, the banners will remain in place throughout the career of the local service member, and the time of retirement the banner will be presented to the service member of their family; and

Whereas, the Windsor Hometown Heroes Military Banner Program is administered by the Windsor Parks and Recreation Department in partnership with the volunteer Military Banner Committee; and

Whereas, the Windsor Hometown Heroes Military Banner Program is proudly supported by the donations of generous sponsors;

Now, be it therefore resolved, that the Sonoma County Board of Supervisors hereby proclaim January 27, 2019 as "Windsor Military Hometown Heroes Banner Day."

Supervisors:

Resolution #

Date:

Page 2

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: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Department of Health Services - Retiree Extra-Help Appointments

Recommended Actions:

Pursuant to Government Code Section 7522.56, approve the appointment of Dr. Michael Kozart as a Staff Psychiatrist Retiree Extra-Help in order to fill a critically needed position within 180 days of his retirement, with an appointment date as early as January 30, 2019.

Pursuant to Government Code Section 7522.56, approve the appointment of Carol Gibbs-Rankin as a Behavioral Health Clinical Specialist Retiree Extra-Help in order to fill a critically needed position within 180 days of her retirement, with an appointment date as early as January 30, 2019.

Executive Summary:

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Gov. Code § 7522.56), an exception can be made to appoint a retiree as extra-help provided the governing body certifies that the appointment is necessary to fill a critically needed position, in those circumstances where 180 days from the date of retirement has not yet passed. This approval must be in a noticed public meeting and not on a consent calendar. The California Public Employees' Pension Reform Act of 2013 includes other requirements in order for a retiree to be eligible for an Extra-Help appointment, such as not having accepted a retirement incentive and not having accepted unemployment arising out of prior public appointment.

This item requests the appointment of Dr. Michael Kozart as a Staff Psychiatrist Retiree Extra-Help and Carol Gibbs-Rankin as a Behavioral Health Clinical Specialist Retiree Extra-Help in order to fill critically needed positions within 180 days of their respective retirement dates, with appointment as early as January 30, 2019. Dr. Kozart and Ms. Gibbs-Rankin, in coordination with delegated Department staff, have completed the Retiree Extra-Help Compliance Form certifying appointment appropriateness.

Discussion:

Dr. Michael Kozart as a Staff Psychiatrist Retiree Extra-Help

Dr. Kozart retired on November 20, 2018 from his position as the Behavioral Health Medical Director and Interim Behavioral Health Division Director after serving the Department of Health Services for over 13 years. He was hired by the Department as a part-time extra-help Staff Psychiatrist on November 8, 2005 and became a full-time permanent employee, as the Behavioral Health Medical Director, on June 9, 2015. Dr. Kozart's most recent position, as the Interim Behavioral Health Division Director, began in March 2018.

Dr. Kozart will be a Staff Psychiatrist assigned to the Department's Behavioral Health Division. Dr. Kozart's assignment will consist primarily of filling in for psychiatrists who are on leave in the Division's mandated Acute and Forensic Programs. Specifically, Dr. Kozart will serve as a psychiatrist in the Crisis Stabilization Unit, will provide court recommended capacity evaluations for misdemeanor and felony restoration, and will support the Department's ongoing work with the Office of the Public Guardian for Lanterman-Petris-Short Act conservatorship establishment and renewal. Dr. Kozart will also perform duties which are the responsibility of the Behavioral Health Medical Director as needed. There is a critical shortage of psychiatry services across the state and in Sonoma County. Dr. Kozart brings unprecedented experience in provision of crisis services and in general and forensic psychiatry, especially in the areas of criminal justice capacity evaluation and restoration, and Lanterman-Petris-Short Act hearings including writ requests and conservatorship management.

In accordance with Government Code Section 7522.56, the Department of Health Services is asking the Board of Supervisors certify as follows:

- Dr. Kozart's appointment as a Staff Psychiatrist is necessary to fill a critically needed position within 180 days of his retirement date.
- Dr. Kozart did not accept retirement incentives upon his retirement.
- Dr. Kozart's appointment shall not exceed 960 hours per fiscal year.

Carol Gibbs-Rankin as a Behavioral Health Clinical Specialist Retiree Extra-Help

Carol Gibbs-Rankin retired on December 4, 2018 from her position as Behavioral Health Clinical Specialist. She was hired by the Department of Health Services as an extra-help Behavioral Health Clinician on November 5, 2012 and became a full-time employee on June 27, 2013. Ms. Gibbs-Rankin was promoted to a Behavioral Health Clinical Specialist on July 27, 2015. Her most recent duties as a Behavioral Health Clinical Specialist include providing Behavioral Health outpatient services.

Ms. Gibbs-Rankin will be a Behavioral Health Clinical Specialist assigned to the Department's Behavioral Health Community Mental Health Clinics located at Guerneville, Cloverdale, Petaluma, and Sonoma. The Behavioral Health Division has not been able to fill an open position for some time, leaving a current Behavioral Health Clinician with a caseload that is higher than standard, and clients receiving less service than is optimal. Ms. Gibbs-Rankin's assignment will be to provide specialty mental health services to the statutorily mandated Behavioral Health Division target population.

In accordance with Government Code Section 7522.56, the Department of Health Services is asking the Board of Supervisors certify as follows:

- Ms. Gibbs-Rankin's appointment as Behavioral Health Clinical Specialist is necessary to fill a critically needed position within 180 days of her retirement date.
- Ms. Gibbs-Rankin did not accept retirement incentives upon retirement.
- Ms. Gibbs-Rankin's appointment shall not exceed 960 hours per fiscal year.

- Per Internal Revenue Code section 401(a)(36), Ms. Gibbs-Rankin meets the requirement of being of normal retirement age.

Board Approval of Appointments and Hire Dates

If the Board of Supervisors makes the foregoing certifications, Dr. Kozart will be hired as an extra-help Staff Psychiatrist and Ms. Gibbs-Rankin will be hired as an extra-help Behavioral Health Clinical Specialist as soon as January 30, 2019. The Department of Health Services has consulted with the Human Resources Department which is supportive of the recommended action.

Prior Board Actions:

None

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

Approval of this request will allow the Department of Health Services' Behavioral Health Division to continue effectively providing mental health services.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	57,216		
Additional Appropriation Requested			
Total Expenditures	57,216		

Funding Sources

General Fund/WA GF			
State/Federal	57,216		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	57,216		

Narrative Explanation of Fiscal Impacts:

The cost for the Retiree Extra-Help Staff Psychiatrist will be \$102.69 per hour. Dr. Kozart will work approximately 8 hours per week until a qualified Staff Psychiatrist can be hired and trained, resulting in a total cost of approximately \$17,800 in FY 18-19, which is included in current FY 18-19 budget appropriations.

The cost for the Retiree Extra-Help Behavioral Health Clinical Specialist will be \$45.48 per hour. Carol Gibbs-Rankin will work up to 40 hours per week until qualified Behavioral Health Clinical Specialist can be hired and trained, resulting in a total cost of approximately \$39,416 in FY 18-19, which is included in current FY 18-19 budget appropriation.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Retiree Extra-Help appointments; no permanent allocations are being added or changed.			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 31

(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, County of Sonoma

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

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

Staff Name and Phone Number:

Jim Colangelo / 565-1152
Terri Wright / 565-3775

Supervisorial District(s):

All

Title: Fire Services Project and Annexation Property Tax Exchange Agreements

Recommended Actions:

- A. Direct staff to coordinate with the Strategic Leadership Group to develop recommendations for the Board to consider the placement of a ½ cent Sales Tax Measure on the November 2019 Ballot to fund Fire Services within the County.
- B. Accept the Strategic Leadership Group's recommendation to analyze the feasibility of consolidating the Fire Protection Districts within the County into a single Fire Protection District.
- C. Approve a Property Tax Transfer Agreement establishing the following:
 - a. Transfer all of the fire related Property Taxes from the proposed annexation area to the Windsor Fire Protection District (WFPD).
 - b. Ongoing annual payments to WFPD in the amount of \$1,589,713 that will be pro-rated for FY 18-19 and annually adjusted thereafter based on the Property Tax Assessed Value of the unincorporated area of the new district.
 - c. Approve a one-time payment of \$500,000.
- D. Authorize the County Administrator to enter into an agreement with the Gold Ridge Fire Protection District to increase staffing and provide Fire Management Services for the Volunteer Fire Companies (VFC) for an annual amount not to exceed \$2,595,483.
- E. Authorize the County Administrator to enter into an agreement with North Bay Fire to provide VFC Administration Services for an annual amount not to exceed \$2,050,000.
- F. Direct staff to return no later than budget hearings with recommendations to implement an Apparatus Replacement plan that analyzes the benefits of a lease vs. purchase.
- G. Direct staff to Execute the following priority steps:
 - a. Identify funding by budget hearings to support the efforts of Bodega Bay, Cloverdale, Geyserville, and Kenwood fire districts to provide 2.0 staffing on their engines.
 - b. Develop a Capital Improvement Plan for Fire Stations within the County.
 - c. Develop a Comprehensive Apparatus Replacement Program for all Fire Agencies within the County.
 - d. Analyze and identify strategies, including AB 8 rate adjustments, which support the long-term financial stability of consolidated district(s).

Executive Summary:

This update on the Fire Services Project provides information regarding the steps that have been taken to date to implement the Fire Services Deployment Plan that was approved by the Board on August 14, 2018 and the steps that have been taken to find partners for each of the Volunteer Fire Companies (VFC's) as previously directed by the Board.

This report includes a recommendation that will provide a partnership with Gold Ridge Fire Protection District (GRFPD) and North Bay Fire (formerly the Volunteer Fire Company Association) to both provide support services to North Bay Fire (NBF) and enhance service levels by staffing the Wilmar station 24/7.

This report also recommends the implementation of the final two Priority Steps that were approved by the Board in August 2018. The 2nd Priority Step (Maintaining Existing Service Levels) was approved in November that allocated money to support five agencies in the County. With this report, recommendations to implement the other two priority steps (Providing Funds to the VFC's to implement Plan Staffing Levels and developing an Apparatus Replacement Program) are being addressed.

In addition, this report recommends the approval of a Property Tax Transfer agreement to facilitate the annexation of the Rincon Valley Fire Protection District (RVFPD), Bennett Valley Fire Protection District (BVFPD) and the portion of County Service Area No. 40 (CSA 40) that is served by the Mountain Volunteer Fire Company (MVFC) to the Windsor Fire Protection District (WFPD).

Finally, this action recommends the next priority steps to be taken in implementing the project and asserts the necessity for all County funding to the Districts be provided in a manner that guarantees a permanent funding source to the Districts.

Discussion:**Sales Tax**

On August 14, 2018, the Board provided direction to staff to explore various funding sources to identify long term funding for the Fire Service Deployment Plan. As presented in August 2018, the Plan will require approximately \$45 million to implement. To date, the County has invested approximately \$2.5 million in discretionary funds to the Project. With this action, the Board could be investing an additional \$1.5 million to cover ongoing expenses and enhance service levels.

While this commitment of funds has been an impressive prioritization of funds in this challenging budget environment, it is nowhere near the total amount of funds needed to implement the Plan. Expecting the County to redirect tens of millions of dollars from other programs is unrealistic.

New revenue sources are needed if the Plan is to be implemented in the near future. Grant funding can be a positive supplemental funding source for specific onetime costs, but securing ongoing grant funding at the level needed is not possible.

Over a dozen fire districts currently charge a special parcel tax to supplement property taxes in their district, and four more were approved in November. Together, these districts generate approximately \$10 million in local funding. If a \$200 parcel tax was imposed throughout the entire unincorporated area, approximately \$18 million could be generated. However, if such a tax was implemented, the existing special parcel taxes would need to be rescinded in order to avoid double charges and to ensure fairness.

The elimination of the \$10 million in existing special taxes would then net only \$8 million in new revenue, not nearly enough to fund the plan or justify a countywide vote on a new tax.

A ½ cent sales tax measure is a potential funding source to implement the plan in the near future. Under current economic conditions, a County-wide tax (including within the Cities) would generate approximately \$50 million annually. This level of funding would allow for the full implantation of the plan and, if approved in November 2019, the County could expect the first payment of over \$10 million in a little over a year.

In order for the ballot measure to be placed on the November 2019 ballot, the Board would need to take action in June and July to approve the ballot measure wording and to approve an expenditure plan.

Organization of Fire Agencies

The Board has consistently commented on the need to reduce the number of fire agencies in the County. Currently, 39 different fire agencies provide services within the County. These different agencies range from all career staffs in some cities, to combination fire departments, to all volunteer fire districts and to non-profits providing services through the Volunteer Fire Companies.

Some agencies provide Advanced Life Support (ALS) services and ambulance transports, while most provide only Basic Life Support (BLS) and rely on private ambulance companies for transport to medical facilities. As stated above, some agencies have special taxes that have been approved to enhance services, while other rely solely on property taxes.

These differences make it extremely challenging to determine which agencies should be selected when, as now, there are significantly more requests for funding than there is available funding. In addition, the number of agencies makes communication between agencies more challenging and prevents potential efficiencies that could be achieved by standardizing training, policies and equipment.

While there seems to be a general consensus that fewer agencies would be more efficient and effective, and that one agency would provide the ideal structure, there is a lack of agreement on how to reduce that number and over what time period that reduction should occur. The efficiencies that could occur with fewer agencies may come at the loss of local control and identity. Uncertainty about governance issues, distribution of funding and resources, and a lack of local knowledge are other issues that need to be analyzed and addressed.

The SLG is requesting direction to analyze the feasibility of forming a single fire agency in the County and to determine a time frame for achieving that vision. If given this direction, the SLG would return prior to any Board decision on a tax measure with an analysis of the options for reducing the number of fire agencies.

Transferring the Support for the Volunteer Fire Companies from Fire and Emergency Services to North Bay Fire and Gold Ridge Fire Protection District

In late 2017 and early 2018, a Request for Proposals (RFP) was issued to seek interest from local fire agencies to provide support services to the VFCs. Although several responses were received, only Cal Fire provided a response that would provide service to all eleven VFCs. Unfortunately, that initial proposal came in over twice the amount that the County currently spends to provide support services to the VFCs. Furthermore, the Cal Fire proposal would require an 18-24 month negotiation process during which the County could not consider other proposals. Given that some VFCs were already considering annexation to adjacent districts, the cost and time associated with this proposal made it infeasible at this time.

Only two other agencies submitted comprehensive proposals that outlined the services that would be provided to the VFCs and the estimated cost of providing those services. Rincon Valley provided a proposal

to provide service the Mountain VFC (Windsor is proposing a similar plan and cost as part of this action below) and Gold Ridge submitted a proposal for supporting Bloomfield, Bodega and Valley Ford VFC's.

Although no formal proposals (with a comprehensive service plan and estimated costs) were received to provide support to Mayacamas, Camp Meeker and Fort Ross, negotiations have been initiated with Sonoma Valley, Occidental and Cazadero (respectively) to form partnerships. If the Board approves these recommended actions, developing agreements among the six agencies listed above will be a priority.

This combination of formal proposals and interest from neighboring agencies still left four VFCs located near Petaluma without a viable partner. With Board direction to transfer responsibility for the VFCs from FES to another agency, and no viable partners to take that responsibility, the VFCs, reconstituted as North Bay Fire, agreed to take on the support of the VFCs through an agreement with the County.

After a thorough analysis of the pros and cons of North Bay Fire hiring staff to administer the VFCs, it was determined that a contract with another agency for Chief Officer and administrative support was the preferred option.

After months of negotiation with both Windsor/Rincon Valley and Gold Ridge, it was determined that Gold Ridge was best positioned to provide services to all of the VFCs from Bodega to Lakeville (and to the other VFC's until a more appropriate partner was identified).

This report is recommending that the Board delegate authority to the CAO to enter into agreements with North Bay Fire and Gold Ridge to implement this transition and allow the final dissolution of Fire and Emergency Services.

Property Tax Transfer Agreement

The Board of Supervisors has previously provided direction to staff to seek out fire agencies that could assume the responsibility to provide support services to the eleven volunteer fire companies in CSA 40. Through this proposed action, the WFPD would assume all responsibility for fire response in the area that is served by the Mountain VFC.

In addition, the County's Fire Services Project has identified consolidation of fire agencies in the County as an important step towards achieving the goal of a more effective, efficient and sustainable fire service in the County.

The agreement presented as part of this report would transfer all of the property taxes generated within the affected fire agencies to the Windsor Fire Protection District. In addition, the District is seeking additional funding both to support the Mountain VFC and to enhance services within the newly formed district. This proposed agreement implements two directions previously provided by the Board: to support partnerships among the VFCs with neighboring agencies and to reward these agencies for creating a model for future consolidations.

Fiscal Issues

One of the challenges of bringing this report to your Board has been the disparity between requests for funding and the available funding. As stated above, the County had previously identified \$2.5 million of annual funding for this project. These recommended actions will require an additional \$1.5 million, which has been identified (see Fiscal Summary below). Another \$350,000 is needed annually for ten years to fund the Apparatus Replacement Program. The decision to allocate that \$350,000 is being deferred until the upcoming Budget Hearings for further consideration.

Although the County has identified an additional \$1.5 million to fund these recommended actions, there is currently another approximately \$2 million in requests from other agencies that are not being

recommended at this time due to the lack of available funding, and due to the fact that the available money is recommended to fund the Board's priorities.

While sufficient funding does not exist for these other requests, the SLG is recommending that the Board adopt a new set of Priority Steps (now that the first three have been accomplished) as specified below.

In addition to the funding detailed above, the Board also has discretion over the approximately \$2.5 million in funding from CSA 40 to provide support for all eleven VFCs.

It is critical that any funding provided by the County to the fire agencies be a permanent funding source that the districts can rely on to hire staff and make long term plans. The fire agencies would prefer that this funding be transferred as an increase in the AB 8 rate for these agencies, but the County is proposing wording, similar to language in the Roseland Annexation to the City of Santa Rosa, that would provide permanent funding that would be subject to the changes in property tax values in the affected area.

New Priority Steps

While the primary focus going forward will need to be determining the organization of fire agencies and exploring a potential sales tax measure, the SLG has identified three new priorities:

1. When additional funding is identified, provide funds to ensure 24/7 2.0 staffing in Bodega bay, Cloverdale, Geyserville and Kenwood (estimated at approximately \$1.7 million);
2. Develop a Capital Improvement Plan for Fire Stations within the County;
3. Develop a Comprehensive Apparatus Replacement Program for all Fire Agencies within the County.

SUMMARY

This action provides direction to staff for further analysis and recommendations to the Board in June, approves funding for the Board's priorities relative to the VFCs, and rewards the first major consolidation of fire agencies.

Prior Board Actions:

11/13/18: Approved a Concurrent Resolution Supporting the Annexation of Territory to the Windsor Fire Protection District

08/14/2018: Approved the Fire Services Deployment Plan and the Priority Steps

06/11/2018: Received an Update on the Fire Services Project

07/19/2016: Approved allocating a percentage of Transient Occupancy sales tax funds towards fire services.

04/19/2016: Adopt a resolution creating the Fire Services Advisory Council and appointing its initial members.

12/09/2015: Receive the interim report on the Fire Services Project and give direction on recommendations of the Advisory Committee

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

Fire and emergency services are critical to the safety, health, and well-being of Sonoma County's residents and visitors.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	1,924,714-0-	6,314,687	
Additional Appropriation Requested	500,000-0-		
Total Expenditures	2,424,714-0-	6,314,687	6,398,447
Funding Sources			
General Fund/WA GF	-0-		
State/Federal	-0-		
Fees/Other	1,924,714-	6,314,687	6,398,447
Use of Fund Balance	-500,000-		
Contingencies	-0-		
Total Sources	2,424,714-	6,314,687	6,398,447
Narrative Explanation of Fiscal Impacts:			
Staff will return during Q2 budget adjustments to obtain \$500,000 in appropriations for the one-time costs. There is sufficient appropriations in CSA 40 and the Fire Services Project fund to fund the remaining recommended expenditures			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Agreement (A1);			
Related Items "On File" with the Clerk of the Board:			
None.			

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**PROPERTY TAX ALLOCATION AGREEMENT BETWEEN THE
WINDSOR PROTECTION DISTRICT, RINCON VALLEY FIRE PROTECTION
DISTRICT, BENNETT VALLEY FIRE PROTECTION DISTRICT
AND THE COUNTY OF SONOMA FOR THE REORGANIZATION OF FIRE
DISTRICTS IN THE CENTRAL PORTION OF SONOMA COUNTY**

This Property Tax Allocation Agreement ("Agreement") is entered into and effective January 29, 2019, between the Windsor Fire Protection District ("WFPD"), the Rincon Valley Fire Protection District ("RVFPD"), and the Bennett Valley Fire Protection District ("BVFPD"), which are all fire districts organized and operated pursuant to the Fire Protection District Law of 1987 (collectively referred to as the "Districts"); and the County of Sonoma (the "County"), with respect to the following Recitals, which are incorporated as a substantive part of this Agreement.

RECITALS

WHEREAS, the Boards of Directors of the Districts and the County Board of Supervisors on behalf of the Mountain Volunteer Fire Company in County Service Area No. 40 ("Mountain VFC"), all located in Sonoma County, California (collectively referred to as "the Parties"), desire to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code, with the Local Agency Formation Commission of the County of Sonoma ("Sonoma LAFCO") for the reorganization of the Parties as specified herein; and

WHEREAS, the Parties have agreed to initiate proceedings with Sonoma LAFCO by adoption of Concurrent Resolution No. 18-0491, effective November 13, 2018, for a reorganization consisting of the dissolution of RVFPD and BVFPD, and detachment of Mountain VFC from County Service Area No. 40; and annexation of the territory in the dissolved Districts and detached area to the WFPD resulting in a reorganized WFPD, to be named thereafter the Sonoma County Fire District ("SCFD"); and

WHEREAS, the Parties are the primary providers of fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property ("Fire Protection Services") within areas in the central portion of the unincorporated area of the County, which boundaries are reflected and included in Exhibit "A", which will be attached to this Agreement upon the Effective Date, attached to and incorporated into as a part of this Agreement (the "Subject Territory"); and

WHEREAS, the Subject Territory is consistent with the amended spheres of influence of the Parties to be adopted by Sonoma LAFCO on February 6, 2019; and

WHEREAS, Fire Protection Services for the portion of the Subject Territory which is located within Mountain VFC and contiguous Incident Response Plan ("IRP") areas are a part of the services provided under the authority of the Board of Supervisors; and,

WHEREAS, a portion of property tax revenues allocated by law for fire protection has supported Fire Protection Services for the Subject Territory; and,

WHEREAS, the Parties approved and adopted Four Party Concurrent Resolution No. 18-0491, effective November 13, 2018, jointly requesting Sonoma LAFCO to approve the proposed reorganization and annexation of the Subject Territory, and

WHEREAS, the WFPD submitted its “Application for Reorganization to form the Sonoma County Fire District” to Sonoma LAFCO on December 12, 2018, and

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

WHEREAS, the County is investing additional funds beyond property taxes in order to encourage a reduction in the number of fire agencies in the County with the purpose of improving efficiency and effectiveness and to address equity issues related to the funding of various fire agencies; and

WHEREAS, the County is contributing additional funds beyond property taxes to offset the costs of SCFD providing services to the Mountain VFC; and

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

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Effect of Recitals.** The foregoing Recitals are incorporated into and are a part of this Agreement.

2. **Definitions.** For purposes of this Agreement, except as otherwise provided or unless the context otherwise requires:

(a) “Reorganization” means the dissolution of RVFPD and BVFPD, and detachment of Mountain VFC and contiguous IRP areas from County Service Area No. 40; and annexation of the territory in the dissolved Districts and detached area to the WFPD resulting in a reorganized WFPD, to be named thereafter the SCFD.

(b) “ACTTC” means the Sonoma County Auditor-Controller Treasurer-Tax Collector.

(c) “Property Tax Assessed Values” means the taxable assessed values including homeowner’s exemptions and excluding Aircraft as presented in the State Board of Equalization Final Utility Roll and the County Assessor’s Certified Roll.

(d) “Effective Date” means the date of recordation of the LAFCO Executive Officer’s Certificate of Completion for the Reorganization.

(e) “Unincorporated Area” means the area of the SCFD located outside the boundaries of the Town of Windsor.

3. Allocation and Payment of Property Taxes. As soon as permitted by state statute after the Effective Date, including, but not limited to Government Code Section 54900 et. seq. and Government Code Section 57204, the property tax revenues of the Subject Territory currently allocated to CSA-40 and the Districts for Fire Protection Services shall be transferred to SCFD, subject to the following:

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

4. Transfer of Property Taxes in Interim Period. The County shall reimburse SCFD for the prorated property tax revenues of the Subject Territory currently allocated to CSA-40 for the period between the Effective Date and the date the transfer required by Section 2 is permitted by state statute.

5. Annual Revenue Sharing Payment.

(a) The County shall make an annual payment to the SCFD in an amount equal to \$1,589,713, as annually adjusted, which payment shall continue in perpetuity subject to the provisions of this Agreement (“Revenue Sharing Payment”). This initial dollar figure is a baseline amount to be annually adjusted based on the percentage change in annual Property Tax Assessed Values in the Unincorporated Area over the prior year beginning with the base year property tax value represented on Exhibit B, attached hereto and made a part of this Agreement.

(b) Each year on or before September 15th, County shall provide to SCFD the Property Tax Assessed Values within the Unincorporated Area as certified by the ACTTC, and SCFD will utilize this information to calculate the percentage change as compared to the prior year’s Property Tax Assessed Values in the Unincorporated Area beginning with the base year property tax represented on Exhibit B, and apply that number to the payment amount made in the immediately preceding fiscal year to determine the amount of the Revenue Sharing Payment due from County to SCFD hereunder.

(c) County will issue the initial Revenue Sharing Payment, prorated for the period from the Effective Date until the last day of the then-current fiscal year, to SCFD within sixty (60) days of the Effective Date. Thereafter, SCFD will invoice County in October each year for the Revenue Sharing Payment due based on the calculation hereunder. The ACTTC will provide a verification of the amount provided in the invoice within 10 business days of the invoice. The County shall distribute the Revenue Sharing Payment to SCFD within fifty (50) days following ACTTC verification of the Revenue Sharing Payment amount.

(d) Either Party may notify the other Party in writing of its desire to amend this Section 5 of this Agreement, and provide a proposal for such amendment that is reasonably anticipated as closely as possible to result in the Revenue Sharing Payment amount being representative of the Parties' intent upon entering into this Agreement ("Notice"), if any of the following occur: (1) the AB 8 apportionment formula is amended, whether by legislative or judicial action, in such a way that would effect a material change to the amount of revenue received by SCFD from the Subject Territory; (2) the ACTTC is no longer able to determine the Property Tax Assessed Values within the Unincorporated Area; or (3) the electorate votes in favor of a countywide revenue measure intended to fund fire protection services.

(e) Within 30 days of Notice, County and SCFD staff shall meet and confer in good faith in a reasonable attempt to amend this Agreement to resolve the noticed issue. Where the issue involves Section 5(d)(2), the Parties will agree upon a new tax code(s) or tax rate areas or a combination of both that represents no less than 50% of the total Property Tax Assessed Value of the parcels in the Subject Territory to be used in determining the percentage change in Property Tax Assessed Values over the prior fiscal year beginning with the base fiscal year as determined in Exhibit B. Multiple meetings may be reasonably required under the meet and confer process, provided that the meet and confer process shall be completed within six months of Notice, unless extended in writing by the Parties. If the Parties are unable to resolve the issue through the meet and confer process within six months of Notice, or as agreed upon by the Parties in writing, the Parties agree to retain an agreed-upon neutral mediator and participate in at least five hours of mediation to resolve the issue. The Parties will use best efforts to resolve this issue through mediation and will share equally in the costs of the mediation. Should the issue not be resolved through mediation, then either Party may file an action for declaratory relief in Sonoma County Superior Court. Should a payment become due under this Agreement after Notice but before an amended Agreement is executed, County shall provide the SCFD with a payment equal to the amount provided in the prior year.

6. One-Time Payment. To share in the SCFD's costs in annexing portions of CSA-40, the County will provide funding in the amount of \$500,000 to SCFD within 60 days of the Effective Date.

7. Local Debt Limit. Should a court determine that the payments under Sections 3 or 4 constitute County-issued debt made in violation of California Constitution Article XVI, section 18, then the Parties agree that such payments are made in satisfaction of their obligations under Revenue and Taxation Code Section 99. The payments will remain as annual lump sum payments made separately from the ACTTC's AB 8 allocation process.

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

9. Termination.

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

(b) Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Agreement and/or the rights and obligations of the Parties hereto.

(c) Termination Due to Change in Law. Subject to Section 5(d) and (e), should substantial changes occur in the statutory scheme or successor statutory schemes (whether by legislative or judicial action) governing this Agreement, including but not limited to the Government Code and Revenue and Taxation Code, which negate or frustrate the fundamental tenets of this Agreement, the parties may discuss a termination or amendment of this Agreement.

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

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

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

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

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

SCFD

Sonoma County Fire District
8200 Old Redwood Highway
Windsor, CA 95492

WFPD

Windsor Fire Protection District

8200 Old Redwood Highway
Windsor, CA 95492

RVFPD

Rincon Valley Fire Protection District
8200 Old Redwood Highway
Windsor, CA 95492

BVFPD

Bennett Valley Fire Protection District
6161 Bennett Valley Road
Santa Rosa, CA 95404

COUNTY

County of Sonoma
County Administrator's Office
575 Administration Drive, Suite 104A
Santa Rosa, Ca 95403

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

15. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties. No other person shall have any right of action based upon any provision of this Agreement.

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

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

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

19. Agreement Mutually Drafted. Each party has participated jointly in the drafting of this Agreement, which each party acknowledges is the result of negotiations between the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party to this Agreement by

virtue of the authorship of any of the provisions of this Agreement. The captions, headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

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

[Remainder of page intentionally left blank]

WINDSOR FIRE PROTECTION DISTRICT:

President, Board of Directors, WFPD Date

RINCON VALLEY FIRE PROTECTION DISTRICT:

President, Board of Directors, RVFPD Date

BENNETT VALLEY FIRE PROTECTION DISTRICT:

President, Board of Directors, BVPD Date

COUNTY OF SONOMA:

Supervisors:

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

So Ordered.

ATTEST:

Clerk of the Board of Supervisors Date

APPROVED AS TO FORM:

APPROVED AS TO FORM

General Counsel for Districts Date

Deputy County Counsel for COUNTY Date

Exhibit A
(to be added upon the Effective Date)

Exhibit B

1. For purposes of Section 5, the Revenue Sharing Payment amount shall be \$1, 589,713. The first year after payment of the prorated Revenue Sharing Payment, the Revenue Sharing Payment amount shall be adjusted based on the annual change in the Property Tax Assessed Value for the Unincorporated Area from Fiscal Year 2018-2019 compared to the then current fiscal year, which shall be provided to SCFD by County on or before September 15th and this change shall be applied to the \$1, 589,713 to determine the second year Revenue Sharing Payment amount. Each year thereafter, the annual change to the Revenue Sharing Payment amount shall be determined based on the immediately prior year's Property Tax Assessed Value within the Unincorporated Area as compared to the then current fiscal year's Property Tax Assessed Value, as provided by the County on or before each September 15th, subject to any revisions as set forth in Section 5(c), (d), and (e) of this Agreement.

2.

(a) Should the second year Revenue Sharing Payment become due prior to the date that the transfer required by Section 2 is permitted by state statute, the County shall determine the prior year Property Tax Assessed Value for the Unincorporated Area by adding together the Property Tax Assessed Value in the unincorporated Tax Rate Areas of the Windsor Fire Protection District and the Property Tax Assessed Value in the unincorporated Tax Rate Areas of the Subject Territory as previously provided by the Sonoma County Assessor to the ACTTC in compliance with Revenue and Taxation Code Section 99. The County shall determine the current year Property Tax Assessed Value for the Unincorporated Area by adding together the Property Tax Assessed Value in the unincorporated Tax Rate Areas of the Windsor Fire Protection District, the Property Tax Assessed Value in the unincorporated Tax Rate Areas of the dissolved fire protection districts in the Subject Territory and the Property Tax Assessed Value detached from CSA-40 in the Subject Territory as defined in the County's Geographic Information System (GIS).

(b) Should any subsequent year Revenue Sharing Payment become due prior to the date that the transfer required by Section 2 is permitted by state statute, the County shall determine the Property Tax Assessed Value for the Unincorporated Area by adding together the Property Tax Assessed Value in the unincorporated Tax Rate Areas of the Windsor Fire Protection District, the Property Tax Assessed Value in the unincorporated Tax Rate Areas of the dissolved fire protection districts of the Subject Territory and the Property Tax Assessed Value detached from CSA-40 in the Subject Territory as defined in the County's Geographic Information System (GIS).

3. For all years after the date that the transfer required by Section 2 is permitted by state statute, the County shall determine the Property Tax Assessed Value for the Unincorporated Area by subtracting the Town of Windsor's Property Tax Assessed Value from the SCFD's Property Tax Assessed Value.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:

Sheryl Bratton 565-2431
Marissa Montenegro 565-3771

Supervisorial District(s):

All

Title: Sonoma County 2019-2020 State and Federal Legislative Platform

Recommended Actions:

- A. Approve the Sonoma County 2019-2020 State and Federal Legislative Platform to be used by County staff, legislative advocates, and the legislative delegation in efforts to seek policy support and acquire state and federal resources for County priorities.
- B. Receive a federal legislative report from the County's federal legislative advocates, Alcalde & Fay and Van Scoyoc Associates.
- C. Receive a state legislative report from the County's state legislative advocates, Shaw Yoder Antwih Inc.

Executive Summary:

The County maintains robust levels of legislative advocacy at all levels of government led by the Board of Supervisors and supported by the departments, staff, and community partners. Since the devastation that occurred in October 2017, legislative advocacy efforts have largely focused on the County's recovery and resiliency efforts in addition to the core County priorities to provide the needed resources and policies to ensure a truly resilient community.

Upon completion of each two-year legislative cycle, the Board of Supervisors adopts a countywide legislative platform to provide direction to staff and legislative advocates in seeking resources and policy support for County priorities.

State and federal legislative advocates will present your board with an update on the last session in addition to discussing opportunities for the 2019-2020 session.

Discussion:

Prior to 2017, the Board of Supervisors would adopt an annual countywide legislative platform to provide direction to staff and legislative advocates in seeking resources and policy support for County

priorities. In 2017, the Board began to adopt two-year legislative platforms to align with the legislature and ensure the County is better positioned to advocate effectively throughout the two-year cycle.

In determining legislative priorities, staff queried departments to determine general and specific needs and then met with the County's legislative advocates to review submittals and assess opportunities and strategies. Throughout this project, staff have ensured alignment with the core County priorities to provide the needed resources and policies to ensure a truly resilient community. Each issue area was similarly reviewed to ensure alignment with the recently adopted Recovery and Resiliency Framework and the goals within each of the strategy areas: Community Preparedness and Infrastructure; Housing; Economy; Safety Net Services; and Natural Resources.

As the Board serves as the governing body of other agencies (i.e. the Sonoma Water and the Sonoma County Agricultural Preservation and Open Space District), some of the items in the Platform may be approved by other Board actions. The intention of the Legislative Platform (Platform) is to ensure cross-departmental coordination and the strongest support for Board-led legislative advocacy efforts by including all departmental initiatives in one document.

The recommended draft of the Sonoma County 2019-2020 State and Federal Legislative Platform (Attachment A) contains state and federal priorities and is divided into six sections: 1) Guiding Principles, 2) State Priorities, 3) State Issues, 4) Federal Priorities, 5) Federal Issues, and 6) General Issues.

1) Guiding Principles: These provide broader policy directions for specific issues as well as direction for staff and legislative advocates when responding to unanticipated legislation.

2) State Priorities: State priority issues have been updated to align with current recovery efforts and summarize the proposed areas where the County expects our legislative advocates to pursue introduction and/or passage of legislation. This year they include:

- S1. Emergency and Disaster Preparedness and Assistance
- S2. Anti-Poverty, Affordable Housing, and Homelessness Assistance
- S3. Improve Access to Behavioral (Mental) Health Services
- S4. County Road Infrastructure
- S5. Wastewater Treatment Infrastructure

The number of State Priorities has been reduced from the 2017-2018 Legislative Platform to account for successes in the last legislative session and to hone legislative advocacy efforts on current recovery efforts.

3) State Issues: These are state issues that the County will actively support, including supporting the efforts of others (California State Association of Counties, Rural County Representatives of California, professional organizations, or other counties) to advance the items. State Issues have been updated to prioritize recovery efforts, call out needs in rural areas, and include new issues such as the addition of Child Support funding.

4) Federal Priorities: The proposed federal legislative priorities are intended to be the primary focus of legislative advocacy. The following are the recommended priority issues:

- F1. Disaster Preparedness and Recovery
- F2. Anti-Poverty, Affordable Housing, and Homelessness Assistance
- F3. Healthcare Reform
- F4. Tribal Affairs
- F5. Geothermal Royalties Revenues

Disaster Preparedness and Recovery was added as a federal priority and the number of Federal Priorities has been updated and reduced to more effectively target recovery and resiliency efforts.

5) Federal Issues: These are federal issues that the County will actively support, including supporting the efforts of others (National Association of Counties, professional organizations, or other counties) to advance the items. Additionally, Federal Issues have also been updated to prioritize recovery issues and include renewed support for health care reform and housing.

6) General Issues: These are issues with connections to both state and federal legislative or funding action that the County will actively support, including supporting the efforts of others (California State Association of Counties, National Association of Counties, professional organizations, or other counties) to advance the items. Veterans Services was added in order to advocate at the state and federal levels for the expansion of mental health funding support for veterans suffering from homelessness and mental health issues in addition to outreach efforts to identify vulnerable veterans that would otherwise not come in to the office on their own.

The Board is requested to approve the Sonoma County 2019-2020 Legislative Platform to be used by County staff, legislative advocates, and the legislative delegation in efforts to seek policy support and acquire state and federal resources for County priorities. Approving the Legislative Platform at the beginning of the two year legislative session enables the County to begin advocating and provides the County's delegation a comprehensive account of the County's priorities and interests to be considered as they draft and assess legislation. As done in prior years, the Board and staff will continue to assess priorities and add and modify them as needed.

2018 Legislative Session Wrap-up

During the last legislative session, the County made advancements in key areas at the State and Federal levels. At the State level, your Board and staff, the Sonoma County State Legislative Delegation, and the County's state legislative advocates ensured that success resulted for Sonoma County citizens. Notable accomplishments include a second year of reimbursement for lost property taxes, continued funding for debris removal, enactment of dozens of recovery bills, adoption of a state budget with funds dedicated to recovery, mitigation and resilience, appropriation of Cap and Trade funds for similar purposes, housing and homelessness, one-time mandate repayment that helped bolster the local behavioral health system, and continued negotiations regarding a proper transition for the Sonoma Developmental Center.

Fire Recovery

The Budget included \$348.8 million for a variety of emergency response and recovery activities, including additional funding for the California Office of Emergency Services (CalOES) and CalRecycle to help create a stronger emergency response system. It also included \$32.8 million to backfill the property tax revenue losses that cities, counties, and special districts will incur in fiscal years 2017-2018 and 2018-2019 due to the 2017 wildfires. Of that total amount, \$21.8 million is reserved for Northern California jurisdictions. The Budget included a one-time augmentation of \$88.1 million to increase the amount of funding available through the California Disaster Assistance Act, increasing the total funding to \$127.2 million in FY 2018-2019.

Fire Mitigation

The Budget also included a number of programs designed to help limit the scope of future wildfires, these programs include the Forest Carbon Plan, investments in climate resiliency and adaptation, and additional investments in CalFIRE. The Forest Carbon Plan included \$30 million Cap and Trade dollars being allocated for fuel reduction and prescribed fires, \$1.9 million in grants for local entities to develop and implement watershed improvement plans, and \$2.3 million for multiple programs to help establish and expand markets for wood products.

Fire Legislation

In response to the devastating wildfires that have spread across California, the Governor called for a Wildfire Preparedness and Response Conference Committee to put forth legislation to strengthen disaster preparedness and set forth appropriate policies to respond to the increasing wildfire danger. The Conference Committee, Co-Chaired by Senator Dodd and including Assemblymember Wood, met seven times from July 25th to August 28th. Despite PG&E spending almost \$2 million in 3 months on lobbying efforts to change the liability standards, Senator Dodd and Assemblymember Wood worked hard to keep the committee focused on delivering funding for prevention efforts. The committee's final report, SB 901, includes requirements to improve forestry management, firefighting aid, and regulations to ensure that investor-owned utilities comply with safety standards. The bill created two annual appropriations (until the FY 2023-2024 budget): \$165 million from the Greenhouse Gas Reduction Fund (GGRF) to CalFIRE earmarked explicitly for healthy forest and fire prevention programs, and \$35 million from the GGRF to CalFIRE to complete prescribed fire and other fuel reduction projects, including the operation of year-round prescribed fire crews. Importantly, the bill does not change the current liability standard for wildfire damages.

Additionally, Assemblymember Wood introduced legislation to streamline the California Environmental Quality Act process for several unincorporated areas of Sonoma County paving the way for future opportunities. Senators McGuire and Dodd also introduced legislation that would have ensured that individuals impacted by wildfire would receive additional living expense coverage that included all reasonable expenses they incurred to maintain a comparable standard of living.

At the federal level, your Board and staff, the Sonoma County Federal Legislative Delegation, and the County's federal legislative advocates were successful in moving forward federal priorities during a turbulent federal session. Notable accomplishments include the County successfully advocating congress for the County share of geothermal royalties totaling \$2.1 million, and obtained funding to continue critical dredging projects in Bodega Bay. Additionally, the County supported Congress's passing

of the Fixing America's Surface Transportation Act (FAST Act), which authorizes funding and federal policy through 2020.

Status of relevant requests in the FY 2019 appropriations bills

Section 8 Housing Choice Voucher Program

Requested \$21.8 billion in the Transportation, Housing and Urban Development (T-HUD) Appropriations Bill. This was one of the programs that benefited from budget cap increases, the FY 2018 Appropriations bill included an increase of \$1.245 billion specifically for voucher renewals.

Homeless Assistance Grants

Requested \$2.6 billion in the Transportation, Housing and Urban Development (T-HUD) Appropriations Bill. The FY 2018 Omnibus included an increase of \$130 million from FY 2017.

Funding for Libraries

Supported full funding for Institute of Museum and Library Services (IMLS) programs, including Library Services and Technology Act (LSTA) grants to states. The FY 2019 Labor-HHS-Education (L-HHS-Ed) Appropriations Bill included \$189.27 million for IMLS programs, a \$2 million increase from FY 2018.

Bodega Bay Dredging

Despite the inherent bias by the U.S. Army Corps of Engineers (Corps) against the dredging of smaller channels, approximately \$8.3 million was secured for the Corps to conduct dredging of the entire channel. This work is now complete and the project has been removed from the federal agenda.

Family Violence Prevention

Requested \$160 million in the Labor-HHS-Education Appropriations (L-HHS-Ed) Bill for Family Violence Prevention and Services programs. The enacted FY 2019 L-HHS-Ed bill included \$164.5 million, an increase of \$4.5 million from FY 2018.

Geothermal Royalties Revenues

The County will continue to champion the existing royalty distribution system and to oppose its proposed elimination by both the current and former administrations.

Affordable Care Act

While congressional repeal and replace efforts have been unsuccessful thus far, the effort by the current Administration to undo the law by regulation continues. Continued legislative advocacy is recommended.

Maternal, Infant, and Early Childhood Home Visiting Program

The Maternal, Infant, and Early Childhood Home Visiting Program was reauthorized as part of the Bipartisan Budget Act of 2018.

FAA Reauthorization Bill

The County advocated for increased funding for airport development through the FAA Airport Improvement Program.

FY 2019 DOT Appropriations

The FY 2019 Transportation, Housing and Urban Development (T-HUD) Appropriations has been coupled together with several other funding bills, which, due to their more controversial nature, were not approved by Congress prior to the end of the fiscal year.

Tribal Affairs

Tribal Affairs related legislation continues to be monitored including the Tribal Recognition Act of 2017 (H.R. 3744) introduced in the House. Van Scoyoc Associates (VSA) contacted the staff director of the House Indian Affairs Subcommittee to ascertain next steps. . H.R. 3744 was approved by the Committee in September. The bill is opposed by many Democrats on the House Committee on Natural Resources because the legislation would shift power to Congress to recognize or restore Native American tribes and take away the current authority of the Department of the Interior to recognize or restore tribes.

Lytton Rancheria Homelands Act

The Lytton Rancheria Homelands Act of 2017 (H.R. 597) passed the Senate Indian Affairs Committee. Currently the bill is not scheduled for a vote by the full Senate.

Report from the County’s State and Federal Legislative Advocates

The first year of the 2019-2020 State Legislative Session is now underway. The County’s state legislative advocates, Paul Yoder and Karen Lange of Shaw Yoder Antwih Inc., will present the Board with an update on state legislative actions of interest to the County. In addition to highlights from the Governor’s Proposed Budget released earlier this month.

Prior Board Actions:

- 1/10/2017: Approval of the Sonoma County 2017-2018 State and Federal Legislative Platform and Report by State Advocates.
- 11/17/2015: Approval of the Sonoma County 2016 State and Federal Legislative Platform and Report by State Advocates.
- 6/24/2014: Approval of legislative advocacy contracts.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

While the Legislative Platform covers all of the County’s strategic goals, the goal primarily supported by this action is Goal 4, Civic Services and Community Engagement. The Board has been a proactive legislative advocate at the state and federal levels of government. This activity is to ensure that the County funding sources are protected and enhanced and that any legislation or regulations that impact county service delivery are also shaped to support the County’s mission.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Legislative advocacy and adoption of the Legislative Platform are covered by existing budgets. State and federal funding sources total in excess of \$430 million annually to the County and advocacy protects and enhances those sources.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Proposed 2019-2020 State and Federal Legislative Platform			
Related Items “On File” with the Clerk of the Board:			

SONOMA COUNTY



DRAFT 2019-2020 STATE AND FEDERAL LEGISLATIVE PLATFORM

SONOMA COUNTY
BOARD OF SUPERVISORS

Susan Gorin..... District 1

David Rabbitt District 2

Shirlee Zane District 3

James Gore District 4

Lynda Hopkins District 5

Sheryl Bratton.....County Administrator

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Sonoma County Legislative State Delegations

<p>Governor Gavin Newsom (D) Governor of California State Capitol Building Sacramento, CA 95814 Phone: (916) 445-2841</p>	<p>Website: www.gov.ca.gov 124 Hall of the States 444 North Capitol Street NW Washington, D.C. 20001 Phone: (202) 624-5270</p>
State Representatives	
State Senate	
<p>Senator Mike McGuire (D) State Senate District 2 50 D St., #120A Santa Rosa, CA 95404 Phone: (707) 576-2771</p>	<p>Website: http://sd02.senate.ca.gov/ State Capitol, Room 5064 Sacramento, CA 95814 Phone: (916) 651-4002</p>
<p>Senator Bill Dodd (D) State Senate District 3 2751 Napa Valley Corporate Dr. Bldg 4 Napa, CA 94558 Phone: (707) 224-1990</p>	<p>Website: http://sd03.senate.ca.gov/ State Capitol, Room 5114 Sacramento, CA 95814 Phone: (916) 651-4003</p>
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<p>Assemblymember Jim Wood (D) State Assembly District 2 50 D Street, Suite 450 Santa Rosa, CA 95404 Phone: (707) 576-2526</p>	<p>Website: www.asmdc.org/members/a02/ P.O. Box 942849 Sacramento, CA 94249-0002 Phone: (916) 319-2002</p>
<p>Assemblymember Cecilia Aguiar-Curry (D) State Assembly District 4 50 D Street, Suite 350 Santa Rosa, CA 95404 Phone: (707) 576-0400</p>	<p>Website: www.asmdc.org/members/a04/ P.O. Box 942849 Sacramento, CA 94249-0004 Phone: (916) 319-2004</p>
<p>Assemblymember Marc Levine (D) State Assembly District 10 50 D Street, Suite 301 Santa Rosa, CA 95404 Phone: (707) 576-2631</p>	<p>Website: www.asmdc.org/members/a10/ P.O. Box 942849 Sacramento, CA 94249-0010 Phone: (916) 319-2010</p>

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Sonoma County 2019-2020 Legislative Platform

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Introduction and Guiding Principles

Introduction and Guiding Principles

Introduction

The ability of the County to serve the residents of Sonoma County and provide for a thriving, sustainable, and resilient community requires support from all levels of government. Local government is uniquely and best positioned to support, serve, and respond to community and individual needs. However, State and Federal legislative policy and action is often needed to support local government in having this impact. State and Federal action can affect the County's ability to deliver, shape, and resource services, in addition to removing obstacles to delivering those services. This support has been paramount in the County's recovery to

In order to fulfill Sonoma County's commitment to the community, positive State and Federal action, including the allocation of resources, is being sought. Sonoma County has engaged with legislative advocates at the State and Federal levels, resulting in the accomplishment of legislative priorities and positioning Sonoma County to receive significant financial resources.

To this end, Sonoma County adopts an annual legislative platform that provides a guide for Sonoma County's legislative advocates, and highlights key issues important to the local community. The platform provides 10 over-arching guiding principles, prioritizes State and Federal issues intended for specific legislative action, and lays out ongoing general State and Federal issues that the County will monitor for potential action should opportunities arise.

The numbering of items and order are for tracking purposes and do not denote rank or relative importance. Additionally, some items identified as State priority issues could yield advocacy opportunities in a Federal setting, and vice versa. For the Federal Priorities, where appropriate, issue areas have identified federal resources the County is actively seeking.

Guiding Principles

Through this platform, Sonoma County will use advocates, professional associations (such as the Rural County Representatives of California, the California State Association of Counties and the National Association of Counties), local elected officials, and staff to:

1. Support legislation that furthers the goals identified in the strategic areas of the County's Recovery and Resiliency Framework: Community Preparedness and Infrastructure; Housing; Economy; Safety Net Services; and Natural Resources
2. Seek out, develop, and support legislative and budget efforts that protect and/or enhance local governments' revenues, maximize the County's access to state and federal funding sources, and/or increase local funding flexibility.
3. Oppose any effort to balance the state budget through the taking of local government resources, and support legislation that will allow the County to ensure full cost recovery for services provided to other governmental entities.
4. Encourage and seek legislation to facilitate orderly and sustainable economic development, and increase the opportunity for discretionary revenues, and programmatic and financial flexibility for the County.
5. Oppose unfunded mandates and any realignment initiatives which fail to fully fund services shifted to the

County, including appropriate cost of living increases and cost increases due to population and caseload growth.

6. Support the County's authority to assure mutually acceptable tax sharing agreements for annexation and incorporation that protect or enhance the County's ability to provide services to its residents.
7. Support legislation that provides tax, bond and other funding formulas for the equitable distribution of state and federal monies while opposing attempts to decrease, restrict, or eliminate County revenue sources.
8. Support legislation and budget action that provides additional and continuing funding for local road infrastructure.
9. Support legislation that encourages mutually respectful relationships between tribal and local governments including reform to both the fee-to-trust process and off-reservation gaming provisions to insure that the impacts of tribal development are fully mitigated and jurisdictional issues are resolved.
10. Support state and federal action advancing the health, vibrancy and resiliency of local communities through evidence-based preventative services and efforts, and consistent with the National Prevention Strategy, including prevention of community violence and chronic disease; increasing access to care, services, and housing; investment in safe and complete streets, parks and infrastructure; emphasizing education and early childhood development; and engaging the public.

State Priorities

State Priorities

S1. Emergency and Disaster Preparedness, Response, and Recovery

The County is responsible for the planning and coordination of response, recovery, and mitigation activities related to emergencies and disasters. This includes developing emergency operations plans, conducting trainings, and communicating with the public.

The County was devastated by the October 2017 firestorm and has lead the community in recovery and resiliency efforts in partnership with (FEMA) and (CalOES). The County is working closely with the California Department of Forestry and Fire Protection (CAL FIRE), to protect against future wildfires and to provide fire and emergency services to counties throughout the State. State and Federal assistance to local governments and CAL FIRE is critical to a full recovery and to improving emergency planning and disaster response. Adequate funding is essential to provide financial assistance to local governments and private property owners to efficiently repair homes, businesses, infrastructure and the natural environment.

Action: Sponsor or support legislation that would:

- Advocate for additional funding for emergency operations planning, exercises to validate the planning process, trainings, and equipment;
- Advocate for the prioritization of disaster prevention and response projects such as forest management, secondary points of access and disaster monitoring systems
- Seek funding for emergency planning specifically addressing the safety of seniors, children, non-English speakers, and individuals with access and functional needs; and
- Advocate for the allocation of available funds toward local recovery and resiliency efforts;
- Increase access to funding for local jurisdictions for disaster-related damages and assistance; and Advocate for regulatory changes to encourage full recovery

CAO and PRMD

S2. Anti-Poverty, Affordable Housing, and Homelessness Assistance

Over half of Sonoma County renters pay more than what is affordable for housing, and nearly a third are “severely rent burdened,” meaning they pay more than 50% of their income on rent. The California Housing Partnership Corporation found that almost 70% Sonoma County’s lowest-income renters are severely rent burdened, leaving little left for food, transportation, health or other essentials. The poverty rate in Sonoma County rises from 10.3% to 17.9% when adjusted for housing costs and social benefits.

The California Housing Partnership Corporation estimates that Sonoma County needs 14,634 new affordable rental homes to meet current demand. This number represents the approximate number of renter households currently living in overcrowded conditions or facing severe housing cost burdens.

Prospective homeowners do not fare much better than those seeking rentals. Sales prices for homes in Sonoma County have steadily increased since the end of the recession, and have now well-surpassed the 2005 pre-recession peak of \$535,000. According to Corelogic, an Irvine-based company which collects consumer, financial and property data, Sonoma County home prices are increasing at a rate almost double the national average from February 2017 to February 2018. The North Bay Business Journal reported that as of the fourth quarter of 2017, only 23% of residents in Sonoma County could afford to purchase a median-priced home.

A 2018 report from Beacon Economics indicates that in order to keep up with projected growth and address this workforce crisis, Sonoma County will need to add 26,073 new units to the housing stock by 2020. This would necessitate a pace of over 8,000 new units created per year for the next three years – a significant change for a county which has seen less than 700 new units per year for the last decade. If these units are not added by 2020, it is predicted that there will likely be drag in the overall economy leading to slower employment growth.

The lack of affordable housing stock in the County helps to fuel the rate of homelessness for local residents.

During the last annual point-in-time homeless count conducted in February 2018, 2,996 people were without permanent housing, with 1,906 of those sleeping outdoors. According to a follow-up telephone survey, 21,482 individuals were found to be precariously housed, approximately 10,000 of whom were directly impacted by the fires. There are now 25,446 local households on the Sonoma County Housing Authority's Housing Choice Voucher (Section 8) Program waiting list, many of which are homeless or at-risk of becoming homeless.

The formation of the Renewal Enterprise District (RED) Joint Powers Authority by the Board of Supervisors and City of Santa Rosa provides the opportunity address the persistent housing challenges in new ways, including piloting new financing vehicles that may be available through state and federal sources. Likewise, ongoing alignment of Sonoma County's various safety net programs holds promise for easing the path to stability and exiting poverty for vulnerable families.

Action: Sponsor or support legislation that would:

Increase or sustain funding to prevent and end homelessness

- Create sustainable and flexible State funding sources to enable communities to serve more people with outreach, shelter, eviction prevention, supportive housing, and short-term rent assistance programs.
- Incentive alignment of health, human services, and housing programs by facilitating data sharing, and providing one-time funding for systems redesign efforts undertaken by willing counties.

Create new sources of funding and incentive programs for the production of affordable housing

- Incentivize jurisdictional cooperation and regional housing planning as is envisioned with the RED;
- Reduce the voter threshold requirement for funding of local affordable housing and infrastructure to 55%;
- Reinstate Tax Increment Financing for affordable housing and related infrastructure;
- Support CEQA streamlining efforts in declared disaster areas
- Prioritize projects and reward jurisdictions that focus local resources to meet highest climate readiness and resilience criteria, and to areas impacted by natural disaster;

Preserve mobile home parks as a valuable housing resource

- Support legislation that improves rent stabilization tools including protections from displacement and unreasonable rent increases for mobile home park tenants
- Ensure that code enforcement does not result in closure of mobile home parks (or other affordable housing) unless it is an immediate danger to life, health and safety

Address disparities in housing Ensure that disaster recovery resources reach all impacted households, including those with the lowest incomes who are often the hardest-hit by disasters and have the fewest resources to recover

- Ensure that new state mandated climate legislation considers possible unintended impacts on low-income Sonoma County residents

PRMD, Health and CDC

S3. County Roads and Infrastructure

The revenue received from the fuel tax is deposited in the State Highway Users Tax Account (HUTA). This revenue is allocated to the State, counties, and cities, with the majority (56 percent) designated for state highway maintenance. However, more than 80 percent of all road miles in the State are owned and operated by cities and counties. As a result, gas tax revenue is woefully inadequate to cover the State's local road infrastructure needs, including 54 out of 58 counties where Pavement Condition Indexes are considered to be at risk or poor. Despite dedicated local funding to pavement preservation, Sonoma County is one of these counties.

The implementation of Senate Bill 1 (Beall and Frazier), a landmark transportation funding package that was signed by Governor Brown on April 28, 2017, offered counties a significant influx of new revenue to invest in the local street and road system. Given attempts in 2018 to repeal this law, it is critical that counties stay vigilant to protect investments in our roads and infrastructure and work to inform state partners of impacts on counties

that could limit access to SB 1 funds.

County roads and infrastructure projects are a significant focus of our recovery efforts. It is important that State road and infrastructure investments are protected to continue our progress toward a full recovery and to prepare for future disasters.

Action: Sponsor or support legislation that would:

- Work with federal, state, local, tribal, community and/or private partners to identify, assess, modify, repair, or construct essential transportation infrastructure for critical County emergency response.
- Increase and stabilize State revenue to the County.
- Increase and stabilize Federal revenue and reimbursement to the County related to FEMA activities, and the need to restore or replace public infrastructure within the disaster and fire-scarred areas of Sonoma County.
- Create a significant investment in transportation infrastructure and split money equally between the State and local governments. Funding should come from a broad range of revenue sources, move California towards an all-users pay system, and include guarantees to assure taxpayers that funds will be spent responsibly and that direct subventions for road funding will be maintained to continue transparent funding, effective planning and cost effective execution;

TPW

S4. Improved Access to Behavioral (Mental) Health Services and Mental Health Parity

County behavioral health services are an increased priority as they are central to many difficult policy issues such as homelessness, housing, and justice system recidivism and diversion.

One in 5 adults experiences some form of mental illness in any given year. And across the population, 1 in every 25 adults is living with a serious mental health condition such as schizophrenia, bipolar disorder or long-term recurring major depression. Treatment for these conditions is often not sought due to inaccessibility to services or the patient unaware that other physical symptoms could be connected to a mental health condition.

The impacts of 2017 Wildfires, claimed 5300 homes and the lives of 22 people. The trauma associated with the devastation increased the need for mental health services in Sonoma County. The California HOPE program was launched to provide outreach and counseling to those emotionally impacted by fires. California Hope was initially funded by a Federal Emergency and Management Agency (FEMA) grant and is administered by the California State Mental Health Authority (CMHA) in conjunction with the Sonoma County Department of Health Services: Behavioral Health Division. There need to continue crisis counseling in the community to support ongoing recovery efforts will stretch well beyond 2018.

Currently patients that are seen in a primary care setting that may have mental or behavioral health needs that require treatment by a different provider may prohibited from billing for a mental health visit of a patient on the same day they bill for a medical visit for that patient. This creates a logistical obstacle to vulnerable clients as they then have to return to the clinic on a different day in order to obtain care. Patients with the greatest need for mental health support often have the most difficulty returning to the health center which can result in a worsening of their condition. Delayed access to mental health care and a decline in mental health functioning can impact their children, family and the larger community. Making both medical and mental health visits payable on the same day of service would address a primary barrier to mental health care within a FQHC or RHC.

Action: Sponsor or support legislative efforts that:

Advocate for the integration of behavioral health into the broader health care system and a balance between state expectations and local authority for Medi-Cal Specialty Mental Health Services and the Mental Health Services Act

Advocate for potential recoupment of erroneous mental health billing and transparency at county level

Advocate for increased funding for the Crisis Counseling Assistance and Training Program (CCP) to allow the County of Sonoma to provide community-based outreach and crisis counseling services to survivors of the Sonoma County Complex Wildfires post disaster

Increase access to mental health services within Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs) to improve their ability to provide and be reimbursed for both medical and behavioral (mental) health services to Medi-Cal beneficiaries on the same day, in the same location.

Health

S5. Wastewater Treatment Infrastructure

Maintenance, repair and replacement of wastewater treatment infrastructure is critical to ensuring that all waste is properly treated and disposed of. If sewer lines or laterals or septic systems have failed or are underperforming, the untreated wastewater can contaminate groundwater, rivers and streams, creating a major public health concern.

Onsite Wastewater Treatment Systems, most typically individual septic systems, are most common in unincorporated areas of the County that are more remote and cannot be served by municipal sewer systems. Many of these communities have older infrastructure and aging septic systems that are beginning to fail. The North Coast Regional Water Quality Control Board (Regional Water Board) is in the process of developing and adopting a Pathogen Total Maximum Daily Load (TMDL) and an Action Plan to identify and reduce bacteria levels in the Russian River that are in part caused by these underperforming and failing septic systems. Pursuant to the TMDL, many property owners will be required to repair or replace their septic systems. Upgrading an underperforming septic system can cost between \$5,000 and \$20,000, and completely replacing a failed system with a new one can cost \$30,000 to \$60,000. In some instances this cost represents a large percentage of the total property value. The County, the Community Development Commission and the Regional Water Board have entered into a Memorandum of Understanding under which the parties have committed to seeking funding and financing mechanisms to assist these homeowners with repairing and replacing onsite septic systems.

Additionally, further innovations are needed in the area of onsite sewage treatment that would enable the process to be more effective and affordable. Current efforts are focused on pretreatment and alternative technologies for improving or supplanting onsite wastewater treatment systems. Additional research and development and subsequent testing and certification of new technologies will play an important role in assisting homeowners and protecting the public health from failing septic systems.

Action: Sponsor or support legislation that would:

- Fund the testing, repair, and replacement of sewer laterals and collection systems;
- Assist homeowners with financing the repair or replacement of onsite wastewater treatment systems;
- Fund the study and testing of new and alternative technologies to improve or supplant onsite wastewater treatment systems; and
- Increase the ability for new technologies to be tested and become certified for use for onsite sewage treatment.

PRMD

State Issues

State Issues

Following are the County's general state advocacy issues for 2017-2018. General advocacy issues differ from priority advocacy issues in that the County's legislative advocates will primarily support the efforts of others to enact legislation to address these concerns, which are most often shared concerns of multiple counties. The State Issues are categorized by functional area within the County organization.

Health & Human Services

S6. Prevent Tobacco Use Among Youth and Young Adults

Despite progress made in reducing the number of tobacco users over the last 20 years, tobacco use continues to be the leading cause of preventable death with nearly half a million deaths per year in the U.S., and contributes to \$170 billion in direct health care costs. . In Sonoma County, tobacco use contributes to all four leading causes of death (cancer, heart disease, stroke and lower respiratory disease). Health behaviors formed in adolescence determine behaviors throughout life. For instance, 95 percent of adult smokers started before the age of 21. This demonstrates a need for tobacco prevention programs targeted to youth.

In order to attract new consumers, the tobacco industry markets new products and uses a variety of tactics to get around existing prohibitions. Currently, federal law bans most flavored cigarettes (with a significant exception being menthol). However, the FDA continues to allow other tobacco products, such as electronic cigarettes (e-cigarettes) and little cigars, to be flavored. The use of e-cigarettes, also known as vaping, has now surpassed traditional cigarette use by youth, and can be attributed to the variety of flavors available. Vaping among youth is now a prominent problem and has been reported in middle and high schools campuses locally. In Sonoma County, 19 percent of 11th graders reported using a vaping device, and among those students attending non-traditional schools, 73 percent reported vaping recently¹. Prohibiting flavored tobacco products would likely decrease the attraction and therefore reduce vaping by youth. Since research has shown that adolescent vaping is associated with future cigarette use, reducing vaping among youth can reduce tobacco use overall.

Menthol flavored cigarettes remain a problem as more people start smoking menthols than compared to non-flavored cigarettes, and those who smoke menthols are less likely to successfully quit than non-menthol cigarette smoker. Menthol is used because it softens the harsh flavor of tobacco and is heavily marketed to certain populations, such as youth and African Americans., Recent data shows menthol cigarette use is high among youth and African Americans. When the ban on flavored cigarettes went into effect nationally in 2009 an exception was made for menthol cigarettes. While the Food and Drug Administration (FDA) has authority to regulate flavors, its recent efforts to ban flavored cigars/little cigars have been stymied by lawsuits from the tobacco industry. Currently, California has no state law restricting the sale of flavored tobacco, however, more than nineteen communities have passed flavor restrictions, including the following cities Sonoma and Cloverdale, and the town of Windsor in the County.

Action: Sponsor or support legislation that would:

restrict or ban the sale of flavored (including menthol) nicotine-containing products.

Health

¹ These percentages are from the 2015-16 School Year

S7. Restoration of Health and Mental Health Realignment Funding Baselines

The formula for the distribution of realignment between the Social Services, Health, and Mental Health Services Trust Funds allocates funding to Human Services on a priority basis based on increased caseload growth. Increased realignment growth is diverted to Human Services with little or no growth in the funding for the Health or Mental Health Trust Funds. As a result, the department has been forced to make reductions to health and mental health realignment programs and services.

This inequity in the current realignment funding formula was made worse by the downturn in the economy, which resulted in a significant decrease in revenue and a lowering of baseline funding levels. As a result, any growth in revenues above the new lower baselines go disproportionately to the Social Services Trust Fund, thereby further reducing available funding for health and mental health realignment funded programs. Furthermore, Governor Brown has indicated his interest in opening up the 1991 Realignment to shift more services from the State to counties. This causes the concern that the share of realignment funds that currently flows to Sonoma County could be eroded by pressures from other counties to secure a larger share of the original realignment.

Action: Support legislation that provides a temporary restructuring of the realignment distribution formulas to provide growth in health and mental health funding consistent with levels that existed prior to the downturn in overall realignment funding. Oppose efforts to reduce funding from the 1991 Realignment to Sonoma County or add more realigned services without additional adequate funding.

Health

S8. Distribution of Alcohol and Other Drug (AOD) Treatment State Discretionary Funding

Since 1994, as a result of the *Sobkey v. Smoley* court decision, the disparity in the distribution of AOD discretionary state general funds has grown. Some counties receive no AOD discretionary state general funds (such as Sonoma County), some receive less than 50 cents per capita, and some receive more than 50 cents per capita. The methodology for distribution of AOD state discretionary general funds needs to be revisited and a more equitable distribution methodology developed. Furthermore, juveniles are not eligible for alcohol and drug related services, which results in significant unmet need. The County substantiated, through its recent Jail Alternatives Study, the high correlation between alcohol and other drug use and involvement with the criminal justice systems. Investing in upstream programs, like AOD treatment, and making these services available to all age groups, could relieve pressure on the criminal justice system, thereby resulting in savings to the County and to the State.

Action: Support legislation that provides a base level (minimum \$1.00 per capita) of state discretionary funding to all counties for local alcohol and other drug treatment programs to be used for various eligible populations as determined by each county.

Health

S9. Emergency Medical Services (EMS) Planning and Local Control

In 1980, the California Legislature enacted the EMS Act, which empowers counties to establish local EMS agencies (LEMSAs) to develop and implement EMS systems (Health & Safety Code, §1797.200). The formation of LEMSAs was and continues to be needed to oversee the varying special interests of both public and private providers, hospitals, and tertiary resources to ensure a coordinated systems approach to the delivery of emergency medical services for the people of California in their most vulnerable moments. As specified in the EMS Act, LEMSAs are empowered to create an EMS system to provide for a “specially organized arrangement” involving “personnel, facilities, and equipment for the effective and coordinated delivery” of EMS in “emergency conditions”. (Id., §1797.78) Legislation that reduces county control over local planning and emergency medical services by requiring local policies and procedures to be reviewed and approved by the State Emergency Medical Services Authority would fail to reflect California’s diverse geography and population and would negatively impact local emergency medical services agencies.

Action: Support legislation and regulatory measures that would:

- Maintain or strengthen the authority and governing role of counties and their LEMSAs to plan, implement, and evaluate all aspects and components of the EMS system;
- Enhance the ability of the LEMSA medical director to assure medical control of the EMS system;
- Improve the quality and delivery of EMS and prehospital patient care;
- Protect the confidentiality of the quality improvement process and promote information sharing between providers, hospitals and LEMSAs;
- Encourage the participation of EMS system providers and hospitals in evidenced based research;
- Continue general fund support for multi-county regional EMS agencies;
- Provide for adequate and stable funding for LEMSAs and EMS systems components, including, but not limited to: EMS administration, trauma systems, specialty centers (e.g., trauma, pediatric, cardiac, stroke), ambulance transport, and uncompensated care by emergency department physicians and on-call specialists.

Oppose legislation and regulatory measures that would impose State reviews of county policies for EMS planning and delivery, including measures that would:

- Weaken the authority and governing role of counties and their LEMSAs to plan, implement, and evaluate all aspects and components of the EMS system;
- Weaken the ability of the LEMSA medical director to assure medical control of the EMS system;
- Result in fragmentation of the EMS systems and the delivery of prehospital emergency medical care;
- Allow cities and special districts to provide EMS independent of County/LEMSA administration and medical direction.

Health

S10. Sugar-Sweetened Beverage Consumption Among Youth

Overweight and obese children constitute a preventable public health crisis. According to the California Department of Education, 37% of students in 5th, 7th, and 9th grade in Sonoma County are overweight or obese. Sugar-sweetened beverages play a significant role in contributing to the youth overweight and obesity epidemic. While efforts to protect youth from the harmful effects of sweetened beverages are having some positive impacts in Sonoma County, consumption among teens increased 10% in recent years.

Overweight, obesity and physical inactivity cost Sonoma County hundreds of millions of dollars per year, attributable to health care costs and lost productivity. Fees or State funding could be used to fund upstream community-based childhood obesity prevention programs; early recognition, monitoring and weight management interventions in medical settings; and educational, policy and public health approaches that promote nutrition and physical activity in schools as well as providing healthy food choices in retail stores.

Action: Support legislation that would:

- Reduce consumption of sugar-sweetened beverages among youth, including through a sweetened beverage tax or fee or sugar-sweetened beverage warning labels; and
- Increase access to healthy food and beverages, decrease availability of unhealthy food and beverages, support local businesses to become CalFresh and WIC approved vendors, and promote licensing laws that support retail stores to carry fresh produce and other healthy foods and beverages.
- Require safety warnings on Sugar-Sweetened Beverage containers, such as AB1335: the Sugar-Sweetened Beverages Safety Warning Act (Bonta). The bill would establish the Sugar-Sweetened Beverages Safety Warning Act, which would prohibit distribution or sale, of a sugar-sweetened beverage in a sealed beverage container, a multi-pack of sugar-sweetened beverages, or a sweetened beverage concentrate in California unless the sealed beverage container, multi-pack, or packaging bears a safety warning.

Health

S11. California Children's Services Program

The California Children's Services (CCS) program provides diagnostic and treatment services, medical case management, and medical therapy which includes physical and occupational therapy services (PT and OT) to children under 21 with CCS-eligible medical conditions. Historically, the CCS program has operated as a public health program for the benefit of medically fragile children. Services have been paid for by a combination of state, federal, and county funds and provided on a fee-for-service basis rather than through a capitated financial agreement. In 2017, the law that requires CCS services be provided on a fee-for-service basis, outside of managed care, will sunset.

An agreement between the California Department of Education and the California Department of Health Care Services dated on January 24th, 2007, delineates the roles and responsibilities of local health departments and local Special Education Local Planning Agencies (SELPA) with respect to facilities, transportation, equipment and other costs related to the delivery of medical therapy services at public schools. In recent years, lawsuits and differing interpretations of the program's authorizing legislation and subsequent operating agreements have caused local agencies to examine potential policy solutions to improve the program and access to services.

Action: Support efforts to review and update the 2007 Interagency Agreement (CCS Information Notice No.: 07-01) (IAA) between California Department of Health Services, CMS Branch and California Department of Education (CDE), Special Education Division and clarify the roles and responsibilities of each state agency. As stated in the IAA, this document will be reviewed by CDE, Special Education Division and DHS CCS at least every three years and modified as necessary. This review is needed to assist the counties in evaluating the responsibilities between the Local Education Agency (LEA)/Special Education Local Plan Area (SELPA) and the CCS Medical Therapy Program.

Health

S12. Communicable Disease Control

Control of communicable diseases is a fundamental and required responsibility of local governmental public health agencies. Strategies to prevent the spread of infectious disease include surveillance, immunizations, disease investigation, laboratory testing, treatment, and response activities.

Immunizations are a critical strategy of disease control. Not only do immunizations protect the individual who is

vaccinated, but they also create community immunity which blocks the spread of disease. Low vaccination rates put communities at risk for outbreaks. Sonoma County has pockets of very low childhood immunization rates, with some local elementary schools having vaccine exemption rates exceeding 20%. In addition, not all adults, including those caring for vulnerable populations, are up-to-date on their immunizations. As a result the community is at greater risk of outbreaks of vaccine preventable diseases.

Research has shown that for some specific infectious diseases, such as tuberculosis, the best way to prevent the spread is to ensure infected individuals receive full treatment so they cannot pass it to others. Some individuals face challenges in completing treatment due to the out-of-pocket costs not covered by insurance. If treatment of these infectious diseases were classified as a preventive service, insurance companies would be required to cover the services without a copay for the individual.

Additionally, rapid and accurate identification of a case is critical for disease control, which requires laboratory diagnosis. California law requires a number of diseases to be reported to local health departments. The law also requires that certain isolates, when cultured, be sent to local public health laboratories for additional testing. Local health departments pursue further characterization of these isolates including genetic “typing” which can enable identification of clusters of related cases which in turn enables an epidemiologic investigation to identify the source of an outbreak. However, new techniques in the private market can identify a disease through molecular testing without growing a culture. Currently, in those situations, no sample is sent to the local public health laboratory. This interferes with public health’s ability to recognize clusters, trace outbreaks, identify trends, and monitor pharmaceutical resistance.

Another laboratory issue is that California rules are different than federal rules regarding the skill level, certifications and education requirements of the public health laboratory director. At present, the number of eligible individuals does not meet existing need for laboratory direction; furthermore, many current public health lab directors are eligible for retirement. Efforts are needed to increase training for and career pathways to become a California public health laboratory director.

Communicable disease control not only involves activities related to humans but also includes vector control to prevent spread of pathogens. Recent years have seen an increase in mosquito-borne diseases that must be researched and controlled.

Action: Support legislative and regulatory efforts to:

- Increase child and adult immunization rates and improve tracking of immunization rates;
- Improve insurance coverage of treatment for communicable diseases;
- Amend California law so that certain samples must be sent to the local public health laboratory regardless of whether a laboratory had to perform a culture;
- Address public health laboratory workforce shortages including the availability of training programs; and
- Support funding for disease response, control and research including laboratory identification, vector control, and treatment/management of infected individuals that does not come at the expense of other public health programs.

Health

S13. CSU flexibility and increased access to Psychiatric Hospital Beds

In 2016, California Behavioral Health Directors Association initiated many activities and worked on deliverables related to this goal. Staff laid the ground work in 2016 by successfully opposing AB 1300 (Ridley-Thomas) and building out the SB 82 (Steinberg) crisis grants by California Housing Finance Agency. This work will continue to be developed into additional policy strategies and initiatives for the next two year legislative cycle starting in 2017. Next steps in the planning process are identifying potential sources and funding levels, articulating the desired roles for private health plans, Medicare, and Medi-Cal managed care plans (making a strong case for the shared responsibilities for medically complicated cases), and advocating for flexibility in the use of crisis stabilization units, for example, changing Crisis Stabilization Unit’s from 23 hour programs to 72 hour programs.

Action: Support legislation that would expand the number of hours of crisis stabilization services that are reimbursable from 20 hours to 72 hours.

Health

S14. Inpatient Psychiatric Services

The movement to deinstitutionalize people with mental illness that began in the 1960s shifted the majority of fiscal responsibility from the states to the federal government. But the Community Mental Health Act of 1963, signed into law by President Kennedy, was never adequately funded. Resources that once paid for food, clothing, housing and rehabilitation, in addition to psychiatric treatment, didn't follow the people into the community. Then, in 1981, President Reagan signed the Omnibus Budget Reconciliation Act, which established block grants for the states to provide mental health care, but further cut federal spending by 30 percent. Finally, in the aftermath of the 2008 recession, states were forced to cut over \$4 billion in public mental health funding.

During this time, many of the facilities that were used to provide clinically appropriate psychiatric inpatient facilities, such as Psychiatric Health Facilities (PHFs), were closed due to decreases in funding and/or began to "age out" and in need of substantial capital improvements to maintain a safe and secure environment or, ideally, modernize.

In 2013, the Governor signed into law the Investment in Mental Health Wellness Act of 2013 (SB 82) with the goal of increasing the continuum of mental health crisis services throughout the state. The key objectives of SB 82 was to expand access to mental health crisis intervention services, reduce unnecessary hospitalizations and inpatient days, reduce recidivism and mitigate law enforcement expenditures on mental health crises. The three general funding components of SB 82 were for: 1) Capital development for crisis stabilization & residential; 2) Mobile crisis response capital expenditures; and 3) Crisis triage personnel. The funding was specific to crisis related behavioral health services as defined by the CA Department of Health Care Services. However, funding was not allowed to be used to fund capital projects related to what were defined as non-crisis psychiatric facilities.

As enacted in October 2018, [Section 5052](#) of *The SUPPORT for Patients and Communities Act* (PL 115-271) provided for a limited repeal of the IMD exclusion. Under the provision, state Medicaid programs have the option, through a State Medicaid plan amendment, to cover care in certain IMDs that would otherwise be non-federally-reimbursable for Medicaid beneficiaries ages 21 to 64 with a substance use disorder for fiscal years 2019 to 2023. By allowing for payment in IMDs for eligible individuals, state Medicaid programs may receive federal reimbursement for up to 30 total days of care in an IMD during a 12-month period for eligible individuals. In order to qualify for the state option, state Medicaid programs must meet certain requirements including covering certain outpatient and inpatient levels of care, maintaining certain state spending requirements and abiding by other reporting and notification rules.

Action: Support efforts/legislation to provide adequate funding for capital costs associated with the building and modernization of psychiatric inpatient facilities.

Support plan amendment to allow for reimbursement in IMDs

Health

S15. Certification of Mental Health Peer Providers

Peer providers who use their lived experience with mental illness and recovery, coupled with skills learned through formal training, are valuable additions to service delivery in behavioral health settings. Independent clinical research demonstrates that peer support specialists reduce hospitalizations and hospital days, improve client functioning, increase client satisfaction, reduce family concerns, alleviate depression and other symptoms, and enhance client self-advocacy.

Peer support services are an evidence-based, cost-beneficial service that both the federal Centers for Medicare and Medicaid (CMS) and federal Substance Abuse and Mental Health Services Administration (SAMHSA) fully endorse states to implement. Additionally, peer support services are included in California's 1115 Waiver Renewal-- Medi-Cal 2020-- as submitted to the federal CMS. Although DHCS anticipates that there will be

substantial growth in the demand for peer support specialists, there are no statewide training or supervision standards, and there is currently no Medi-Cal peer certification program. Further, the U.S. Department of Veterans' Affairs and more than 34 states have already established programs for the certification of peers.

SB 614 (Leno) introduced in 2015, for example, would have required the State Department of Health Care Services to establish, by July 1, 2017, a statewide peer, parent, transitional-age, and family support specialist certification program, as a part of the State's comprehensive mental health and substance use disorders delivery system and the Medi-Cal program. The bill included 4 certification categories: adult peer support specialist, transitional-age youth peer support specialist, family peer support specialist, and parent peer support specialist. The bill would have enabled California to meet federal CMS requirements, obtain new federal Medicaid financial participation, provide a framework and standards for peer provider training, better define peer support services, and expand an evidence-based practice. Additionally, SB 614 allowed for the use of Mental Health Services Act Funds and Workforce Education and Training Funds to be matched with federal funds for the purpose of establishing and maintaining the Peer Support Certification Program. The use of these funds for this purpose is consistent with Proposition 63 of 2004 as determined by the Legislative Counsel Bureau.

Action: Support legislation that

- Advances peer support programs for mental health treatment services, and
- Require Peer Providers to annually sign confidentiality statements consistent with DHCS requirement on MHPs

Health

S16. Prevent and Reduce Prescription Drug Abuse and Misuse

Abuse and misuse of prescription drugs (opioid pain relievers, stimulants, and sedatives) is a growing public health problem in the United States and in Sonoma County. National data from the Centers for Disease Control and Prevention indicate that drug-induced deaths now exceed all other causes of injury-related deaths. Increased nonmedical use of prescription drugs has fueled the increases in addiction and mortality. Opioid use and abuse and subsequent morbidity and mortality rates are higher in Sonoma County than in California. The impact of prescription drug abuse demands immediate community attention.

Policies that strengthen funding, access and use of California's Controlled Substance Utilization Review and Evaluation System (CURES) database are beneficial as they help to reveal patient prescription patterns (e.g., "doctor shopping") and prescribing opioid trends. In turn, this data aids in drug abuse surveillance and prevention efforts. Furthermore, policy that promotes links between the CURES, State mortality data, and Electronic Health Records (EHR) systems will allow for deeper understanding of trends. These linkages currently do not exist.

Statewide expansion of safe medication disposal programs is critical in the response to misuse of prescription drugs. Most medical providers and pharmacies will not take medication back from patients. However, it is important to remove these prescription medications from the community safely so that they are not misused. Nearly 70% of people misusing prescription pain relievers report receiving them from a friend or relative. Medication disposal programs allow individuals to dispose of unneeded or expired medications in a safe, timely, and environmentally responsible manner and can help prevent potential diversion and abuse.

Action: Support legislation that would:

- Require pharmacists to counsel patients on the proper storage and disposal of opioids and better enable health providers to prescribe abuse-deterrent formulation (ADF) opioids;
- Allow pharmacies to accept unused and expired prescription medications and make drug companies responsible for the cost of disposing unused portions of their products;
- Strengthen funding, access and use of the CURES database; and
- Promote links between the CURES, State (CDPH/DHCS) mortality data, and EHR systems; and

- Support statewide expansion of safe medication disposal programs.

S17. Microbiological Contamination of Freshwater Beaches and Recreational Waters

One of California's biggest industries is tourism, and beaches are a significant tourist attraction as well as an integral part of California's culture and economy. Beaches, or more precisely waters adjacent to the beach, must be safe for swimming and other recreational use. When certain bacteria are present in sufficient concentrations, they pose a health hazard for swimming. County health officers issue various types of warnings when certain kinds of bacteria are found in the water at levels that exceed standards. These indicator bacteria imply the potential presence of microscopic disease-causing organisms originating from human and animal wastes. In addition, they indicate the presence of toxins presented by cyano-bacteriological algal blooms. Not only does beach contamination pose real health risks to beach goers, the negative publicity that comes with postings and closures undermines the tourism industry.

In California there are currently four types of warnings about ocean beach water conditions: postings, closures, rain advisories, and permanent postings. Postings are the most common type of warning. Postings are triggered when a water sample fails to meet the California Department of Public Health (CDPH) Ocean Water-Contact Sports Standard (California Health and Safety Code Sections 115875-115915). A beach posting is a warning to the public that the bacteria levels in the beach water may cause illness, and local health officers are recommending the public stay out of the water in areas where the signs are visible. The most common cause of postings is the dry weather discharge of urban runoff from storm drain systems.

In 1997, AB 411 passed, which through definition of recreational beaches and storm water, limits the requirement for counties to create a sampling/monitoring program only if state funds are available. Currently, state funds are only available for the ocean beaches. Therefore, many jurisdictions have highly populated freshwater beaches (rivers, streams, lakes) that are not being monitored for bacteriological contamination.

Since 1987, the County's Department of Health Services (DHS) has conducted a bacteriological sampling program, utilizing the CDPH guidance documents, at the 10 most populated freshwater beaches along the Russian River. Recently, across California and along the Russian River, environmental conditions have changed with restricted flows due to drought conditions, water conservation and fish habitat renewal. These conditions have created an environment that is capable of supporting the growth of harmful algal blooms. These algal blooms can release harmful toxins, which potentially put the beach goers and their pets at harm.

In 2015 and 2016, DHS created a pilot project to monitor the algal conditions along the Russian River, utilizing the California Office of Environmental Health Hazard Assessment (OEHHA) guidelines and the most current information available. Sonoma County and many other counties are encountering increased awareness of the potential risks associated with the toxic blooms, have been testing the waters for the presence of algal toxins, posting cautions and warnings, and keeping the public informed about the river conditions and best practices.

Action: Sponsor or support legislation that would:

- Establish a funded State program for the microbiological sampling and monitoring of freshwater beaches;
- Increase testing laboratories, analysis and research for cyanobacterial toxins. Work with local jurisdictions to fund the development of laboratory research facilities and expand resources; and
- Develop set standards and methodologies for microbiological testing at freshwater beaches similar to those established in the guidance documents.

S18. Funding for Continuum of Care Reform

The Continuum of Care Reform (CCR), also known as AB 403, which was signed into law in October 2015, comprehensively reforms placement and treatment options for youth in foster care. In order to support the

successful transition of foster care to the model outlined by the CCR, the State must fund counties to take on the extra responsibilities that are required to effectively implement this transition and ongoing treatment.

County Mental Health Plans (MHPs) are responsible for the successful implementation of CCR. The MHPs must hire more staff to ensure quality of care, quality assurance, site certification, and ongoing monitoring of treatment. MHP Quality Assurance/Compliance staff will be responsible for: certification of Specialty Mental Health Services provided in Resource Family Homes (formerly group homes); monitoring the provision of services in Resource Family Homes; certification of Fosters Family Agencies (FFA); oversight of FFAs to ensure appropriate provision of Therapeutic Foster Care (TFC) and ongoing training to foster families; and, monitoring compliance for the provision of specialty mental health services in FFAs and Resource Family Homes. Additionally, MHP licensed clinical staff are required to attend and participate in Child Family Teams (CFT) for the purpose of obtaining feedback, reporting progress, hearing suggestions, and coordinating treatment for specialty mental health treatment from CFT members.

MHPs also offer the best oversight for monitoring the use of psychotropic medications. MHPs will need to expand their pediatric psychiatrist time to ensure psychotropic medications are appropriate and medically necessary for all foster children receiving specialty mental health services.

Action: Support legislation and budgetary action that increases funding for implementation of the Continuum of Care Reform and County Mental Health Plans.

Health

S19. Current and Future Realigned Health and Human Service Programs

The 2011-12 State Budget Act included the 2011 Realignment. While a large part of this shift of responsibilities from the State to counties focused on the public safety systems, it also included the realignment of two mental health and several substance use disorders programs.

The 2011 Realignment shifted funding for mental health managed care and the state general fund contribution to the local match for children's Medi Cal services (known as Early and Periodic Screening, Diagnostic and Treatment (EPSDT) funding) to the sales tax revenues identified to fund this realignment. While the counties have been responsible for managing the provision of Medi-Cal services to children in their role as the Medi-Cal Specialty Mental Health Plan, this action shifted financial risk for these services to counties. In addition to this change related to the EPSDT funding, the mental health managed care allocation funding was also shifted from state general fund to sales tax revenue, a funding source that fluctuates with economic stability. In the past, the State has withheld cash payments in leaner years based on lower than budgeted sales tax receipts, requiring counties to float the required cash for behavioral health programs.

Along with the realignment of mental health funding and risk, 2011 Realignment shifted financial risk and responsibility to manage substance use disorders services, including the Drug Medi-Cal Program, Drug Courts, Perinatal Drug Program, and Non-Drug Medi-Cal Services.

While cash payments are controlled by the State and services are mandated to be provided by counties, the State continues to control rate setting and to retain the certification of new providers even if the County would prefer to not contract with the provider due to risk associated with some providers' lesser than optimal quality assurance. As cost of doing business adjustments drive up provider rates, the State could force counties to fund "excess costs" with '19 realignment or other local funds. The counties would incur risk in their ability to manage their provider networks, utilization or quality. The solution to this conflict lies in establishing guidelines for Medi-Cal Managed Care contracts that are in alignment with federal guidelines.

Action: Support legislation and regulations that would:

- Provide counties the authority and processes needed to manage the new responsibilities shifted to them by the State;

- Index the allocation of mental health managed care funding to cover the costs of psychiatric hospitalization and other mandated mental health services; and
- Establish reimbursement rates under Medi-Cal Managed Care Contracts.

Oppose any efforts to reduce Sonoma County's share of funding from 2011 Realignment.

Health and Human

S20. In-Home Supportive Services (IHSS)

The County's interest is to limit the local cost of IHSS while continuing to provide responsive services to clients and acceptable wages to IHSS care providers. The funding methodology for the IHSS Maintenance of Effort (MOE) was established in the 2012-13 Budget, and was then discontinued in the FY 2017-18 budget. The costs for the IHSS program, the Public Authority and provider wages increase each year due to growing caseloads and the cost of doing business. CSAC and CWDA have worked together to limit the financial impact to counties of increasing IHSS caseloads in addition to advocating for the provision requiring reexamination of the IHSS fiscal structure during the development of the 2019-2020 budget. The Governor's proposed 2019-2020 budget changes to the MOE that would increase state funding for IHSS by an estimated \$241.7 million in 2019-20, growing to \$547.3 million in 2022-23. These increases would reduce county funding requirements for IHSS, providing welcome relief for counties.

Action: Continue to monitor legislative efforts that provide sustaining wages to IHSS workers while limiting the County's obligation to increase local funding

Human

S21. Resource Family Approval for Relative Caregivers

California is starting statewide implementation of a new, unified process of approving foster families called Resource Family Approval (RFA) that will apply to both relative and non-relative foster homes. Most foster homes are either already approved or are moving through the RFA approval process, which includes background clearances, required training, and risk and psychosocial assessments. All foster homes are required to become RFA-approved as their traditional foster care licenses expire. While RFA has positive facets, the new approval standards were not written with relative caregivers in mind, which could lead to unintended consequences, including a reduction of the number of relative caregivers overall. Under RFA, relatives – like non- relative foster parent applicants – will be required to complete training hours, a psychosocial assessment, and risk assessment. Unlike non-relative foster parents, many relatives will be attempting to meet these requirements while simultaneously responding to the needs of a traumatized child already residing in their home, and navigating the complexities of the foster care system, courts, schools, and health care systems. Compounding these difficulties, caregivers are not eligible for foster care payments until they have been approved as a resource family, which can take many months.

- **Action:**
- Support AB 1811 (which extends funding initiated under AB 110) to provide funding for families who take in a child in an emergency or compelling situation. This bill provides for payments to relative caregivers at the time of initial placement so that they can receive funds during the RFA process. This would provide a good solution for removing a major barrier for this group of caregivers; and
- Support additional legislation that removes barriers to obtaining Resource Family Approval for relative caregivers of foster children.

Human

S22. Aging Services Long Term Care

The delivery system for long term care in California is dysfunctional in a number of areas due to the fragmentation of responsibility and funding for interrelated services. "A Shattered System" report from the Senate Select Committee on Aging and Long Term Care describes the lack of coordinated long term care services and supports

for older adults in California. The current structure of state government creates barriers to coordinating and delivering services to millions of older adults. Most of these programs and services are scattered throughout many state departments, which creates inefficiencies and barriers to strategic planning. A coordinated support system would better utilize state resources and provide a greater benefit to those receiving services.

As California confronts the growing number of issues resulting from millions of older adults who are more diverse in their needs, values and backgrounds, the current system is clearly lacking in both coordination and funding. Long-term care programs and services must be suited to each individual's functional needs and financial situation, and consumer preferences for community-based care should be the standard for service delivery.

Assembly Member Ash Kalra is the chair of the Aging and Long Term Care Committee and he will be introducing revisions (modernization) to the Older Californians Act to include expanded programs and funding for older adults.

Action: Support legislative and budgetary efforts to reduce fragmentation within the long term care delivery system and adequately fund a system of care for seniors in California.

Human

Natural Resources

S23. Pesticide Law Enforcement Activities

In the budget-trailer bill (Chapter 741, Statutes of 2003; SB 1049 (Committee on Budget and Fiscal Review)), intent language indicates that the Department of Pesticide Regulation (DPR) should fund county Agricultural Commissioners' local pesticide regulatory programs with \$22 million annually. The Legislature failed to appropriate adequate funding to DPR to meet this level and no authority was provided to county Agricultural Commissioners to establish fees to cover their program costs. As approximately \$16 million in county general funds are contributed per fiscal year in order to maintain the integrity and quality of the pesticide regulatory system Californians have grown to expect, it is critical to find a way to fund these local programs.

Action:

- Support methods that would provide long-term stable funding for county pesticide regulatory activities;
- Support legislative or budgetary proposals that maintain or increase funding through the pesticide mill fee that is sufficient for pesticide regulatory activities to protect the safety of workers, the public and the environment and provides funding for education, outreach and compliance assessment activities related to the safe use of pesticides; and
- Support the preemptive status of State pesticide laws and authority provided to the DPR and California Agricultural Commissioners.

Ag Weights and Measures

S24. Invasive Weed Management Funding

Invasive noxious or non-native weeds continue to proliferate on public and private lands throughout California, threatening the State's critical infrastructure, biodiversity, and ecological integrity. Weed Management Areas (WMA's) have been formed around the state to bring together all stakeholders concerned about invasive weed control within their respective areas. County stakeholders had established viable WMA's and funding needed to support these efforts. Unfortunately, weed management funding has been eliminated and the State's role in weed management has been significantly reduced or eliminated.

Action: Support legislative or budget proposals to fund invasive weed control on public and private lands throughout the State.

Ag Weights and Measures

S25. Protection of Oak Woodlands

The Oak Woodland Conservation Act approved in 2001 encourages conservation of oak woodlands through the preparation and implementation of Oak Woodland Management Plans adopted by local legislative bodies. Funding is needed for the preparation and implementation of Oak Woodland Management Plans.

Action: Support legislation and budget language that provides funding for preparation and implementation of Oak Woodland Management Plans.

PRMD

S26. Groundwater Banking for Local Water Supply

Groundwater banking is an important component of Sonoma Water's water supply strategies for the future. A number of barriers at the state level stand in the way of successful implementation of groundwater banking programs locally. Barriers include the high cost of preliminary studies required to determine feasibility, uncertain authority to capture and divert storm water flows for underground recharge and storage, the need to re-designate point of use or time of use under water rights permits, and unwarranted regulatory restrictions on underground recharge and storage of surface water in underground aquifers. Legislative action and participation in development of regulatory policy could be very valuable in moving local groundwater banking programs forward.

Action: Support legislation that would:

- Provide guidelines for implementation of Proposition 1 groundwater project grants that fund groundwater banking or aquifer recharge programs in areas such as Sonoma Valley;
- Expedite regulatory approval and permitting for groundwater banking and aquifer recharge programs; and
- Allow surface water to be directed to off-stream reservoirs and stored for longer than 30 days.

PRMD and WA

S27. Recycled Water

The State of California has recognized the importance of recycled water for meeting future water needs in the state and has set statewide goals to increase distribution and use of recycled water. However, existing statutes continue to regulate recycled water as a waste rather than a resource, resulting in burdensome rules that have the effect of delaying and increasing the costs associated with reuse initiatives like the North Bay Water Reuse Authority programs and other projects under development by local sanitation districts and cities.

Action: Support legislation that would:

- Facilitate implementation of recycled water projects in ways that are protective of public health and surface and ground water quality; and
- Promote efficient implementation of recycled water projects throughout California.

PRMD and WA

S28. Sustainable Groundwater Management

In September 2014, Governor Brown signed into law the Sustainable Groundwater Management Act (SGMA), historic legislation requiring that California's critical groundwater resources be sustainably managed by local agencies. SGMA required the formation, by June 30, 2017, of new Groundwater Sustainability Agencies (GSAs) tasked with assessing the conditions in their local basins and adopting locally-based Groundwater Sustainability Plans for medium- and high-priority groundwater basins, as designated by the California Department of Water Resources. Groundwater Sustainability Plans must be completed by January 31, 2022, and implementation of these plans must bring the basins into sustainability within 20 years of adoption.

In Sonoma County, three of the County's 14 basins and sub-basins are currently designated as medium-priority: Santa Rosa Plain, Sonoma Valley and Petaluma Valley. All three basins have been recommended by DWR to be reprioritized to high-priority (the final reprioritizations will be released in the spring). All three GSAs are actively working on GSPs, and the Santa Rosa Plain GSA will likely adopt a groundwater sustainability fee in the spring. Support from the State is needed to defray costs of implementing SGMA, and to provide clarity on issues related to implementation while preserving ability of local agencies to best implement in their specific areas.

Action: Support legislation or budgetary action that:

- Increases funding for implementation of SGMA; and
- Is consistent with intent of SGMA; and
- Provides for clarity in implementation while preserving local ability to tailor actions to basin-specific conditions.
- Monitor legislation that impacts SGMA implementation and groundwater sustainability.

CAO, PRMD and WA

Development Services

S29. Sonoma Developmental Center

Sonoma Developmental Center (SDC) is the oldest facility in California established specifically for serving the needs of individuals with developmental disabilities. The facility opened its doors to 148 residents in 1891. Since that time, SDC has served as a critical resource to people in Sonoma County as well as throughout the North Bay Region. In May 2015 Governor Jerry Brown called for closure of California's remaining development centers, including SDC. The facility permanently closed in December 2018. Since then, patient care at SDC has concluded, all 400 residents have been placed in new homes and most staff have been released. The current State budget includes "warm closure" costs through June 2019 where budgeted money will be used to maintain the property while it's transitioning from the Department of Developmental Services to the Department of General Services on July 1, 2019.

The SDC site has a long community history and serves as a significant scenic and environmental resource; SDC is adjacent to natural open space and park land, along with heavily traveled wildlife trails. Community stakeholders are committed to ensuring that the site is transferred in a timely and responsible manner with opportunities for community input.

Action: The County supports working with State and community stakeholders to sponsor and develop legislation, funding, and other opportunities to: develop future plans for the SDC site leveraging locally-informed priorities; and preserving critical environmental and recreational resources on the SDC site.

CAO

S30. Regulation of Cannabis

The cannabis industry has long had a significant presence in Sonoma County, and regulating the industry has been a designated work priority of the Board of Supervisors for a number of years. These efforts resulted in the passage of a comprehensive local framework for medical cannabis in December 2016. Nearly 20 years after California voters legalized medical cannabis via Proposition 215 (1996), the State legislature passed the Medical Cannabis Regulation and Safety Act (MCRSA) in 2015 to license, regulate, and address the impacts of commercial medical cannabis businesses. Then in November 2016, voters passed Proposition 64, the "California Control, Regulate and Tax Adult Use of Marijuana Initiative," also known as the "Adult Use of Marijuana Act" (AUMA). State government agencies are now charged with developing regulations to implement these two new State laws.

As the State develops regulations and makes amendments to MCRSA and AUMA, it is important to retain and

strengthen components of the laws that are critical to Sonoma County and other local governments, such as local control and taxation authority, environmental preservation, public safety, and public health protections. Further, as local governments implement local and State regulations, funding assistance will be critical to ensuring successful integration of the cannabis industry into the legal economy while protecting residents and the environment against negative impacts.

Action: Sponsor or support legislation, regulations, and budgetary actions that would:

- Increase funding for environmental protection and clean up, code enforcement, public safety, and health and human services programs;
- Retain or enhance local control over regulating the medical and nonmedical cannabis industries, particularly in the areas of land use and health;
- Reconcile differences in MCRSA and AUMA as well as discrepancies between cannabis laws and existing California Code that create challenges for local implementation;
- Ensure adequate funding to local governments for implementation of state programs, including pesticide regulation, pest prevention, and nursery, direct marketing, and organic regulatory programs;
- Establish regulations for edible cannabis products that mirror food safety regulations, including local enforcement authority;
- Increase funding to strengthen and enhance substance use disorder (SUD) outpatient treatment programs, DUI and Drug court programs, student assistance programs like Project Success Plus, and field-based outreach programs at high schools and colleges such as the Mobile Support Team (MST) and the Crisis Assessment Prevention Education (CAPE) team; and
- Implement state-wide outreach and media campaigns to educate the public on what the law permits, the risks of cannabis use, and safe cannabis consumption.

CAO

S31. Improve Code Enforcement Efforts by Counties

Successful abatement of nuisances and other code enforcement actions often include an award of costs and fines or penalties to the County. Current State law provides a specific process for ordering the cost of the abatement to be specially assessed against the parcel. Fines and penalties, however, are not currently added to the tax roll and must be collected through other methods. Government Code section 25845 and Government Code section 53069.4 address county authority with regards to nuisance abatement and collection of costs, fines and penalties. An amendment to these specific provisions of the Government Code to authorize also adding penalties to the tax roll would greatly increase the effectiveness of code enforcement penalty recovery.

Action: Support legislation to amend Government Code section 25845 and/or Government Code section 53069.4, and support other legislative efforts to specifically authorize abatement penalties to be specially assessed against the real property.

PRMD

S32. Broadband Deployment

Broadband connection throughout Sonoma County would foster significant economic development, and provide enhanced education, safety, and other benefits. However, broadband deployment and access throughout the County remains challenging due to geography and market forces. In particular, the Sonoma coast and Northern Sonoma County include isolated and remote areas without significant utility or other infrastructure. Market forces have proven inadequate to achieve general broadband access in the County. Additional funding and regulatory incentives are required to ensure that all residents are provided broadband access. Furthermore, the data utilized by regulatory agencies regarding broadband penetration in rural areas remains questionable.

Action: Sponsor or support legislative and funding programs to effectuate broadband deployment throughout Sonoma County. Support legislative and regulatory actions that produce accurate metrics to gauge broadband access in the County. Broadband deployment data should reflect actual services and speeds and be able to be

verified in the field.

EDB

S33. Seismic Safety

State law requires that General Plans include a Safety Element that evaluates seismic safety and establishes policies and programs to address potential concerns. State law also requires property owners to post notice of unreinforced masonry buildings potential safety hazards but does not provide funding to actually address these public safety concerns.

Earthquakes can also result in significant damage and hazardous conditions in mobile home parks. Sonoma County operates a program to install earthquake resistant bracing systems (ERBS) under the flooring of mobile home units, flexible gas lines, and hot water heater bracing. These measures are intended to prevent units from falling from their pier supports, or rupturing gas lines. The primary goal is to prevent fires that can spread throughout a mobile home park, and secondarily to minimize damage to the units themselves. Because a fire can be caused by just one unit's ruptured gas line and can quickly spread to other units throughout a mobile home park, ERBS should be installed on all units to be most effective. To date, funding for this program has been available only for some areas of the County and only for units owned and occupied by specific income-eligible households.

Action: Support legislation and budget language that provides funding for seismic safety measures such as retrofits of unreinforced masonry buildings as well as auto shut offs, earthquake resistant bracing, flexible gas lines, and water heater bracing for mobile homes and other structures. This program should be available to all mobile home park residents, regardless of income.

CDC with PRMD

S34. Community Choice Aggregation

Sonoma Water and the County engaged in feasibility studies for development of a Community Choice Aggregation program (Sonoma Clean Power) that provides local residents and businesses with an alternative source for electric power. A joint powers authority was formed to develop and implement Sonoma Clean Power, including an independent Board of Directors that is currently governing the entity. Sonoma Clean Power has been serving customers including Sonoma Water since May 2014, and all eligible cities within Sonoma County have voted to join the County in participating. From its inception Community Choice has been subject to legislative and regulatory schemes intended to weaken these programs and restrict consumer choice. Active participation in the legislative and regulatory processes is essential to continuation of Community Choice in Sonoma County.

Action:

- Monitor future community choice legislation and oppose bills that have negative impacts on Sonoma Clean Power or on further expansion of Community Choice programs;
- Support legislation that reduces cost or removes barriers to Community Choice implementation; and
- Support efforts to protect ratepayers and our adopted climate goals;
- Submit filings and testimony before the California Public Utilities Commission regarding utility cost allocation, energy efficiency programs and other issues impacting Sonoma Clean Power.

CAO and GS with WA

S35. Air Pollution Program Efficiency and Effectiveness

Legislation, State regulations, and policy substantially shape local air pollution control programs. Each year, legislative efforts, as well as rules and policies, are proposed at the state level. Air pollution control districts and the California Air Resources Board currently fund grants to incentivize cleanup of various pollution sources. Some of these grants are supported with state funds, others with local funds. Incentive programs are an increasingly important tool to achieve reductions in air pollution, including pollutants that harm public health

and/or contribute to climate change.

Action:

- Support air quality bills or efforts that improve air quality or public health protection and enhance or do not restrict the air district's authorities;
- Work to minimize negative program impacts and costs;
- Oppose or seek to change air quality bills or efforts that harm air quality or public health, or that restrict air district authority or impose significant unfunded obligations; and
- Support budget initiatives, legislation, or regulatory changes to increase funds for incentive programs to reduce air pollution, reduce incentive program complexity and enhance incentive program efficiency and effectiveness.

TPW

S36. Aviation Fuel Tax Diversion to State General Fund

Per Federal Aviation Administration (FAA) Policy and Procedures Concerning the use of Airport Revenue, the State was notified in 2014 that California and others have until December 8, 2017, to allocate aviation fuel taxes to aeronautical purposes. The State has estimated between \$100 to \$150 million is currently directed to the State General Fund in violation of FAA policy. Legislation is required to bring the State into compliance and provide important funding for aeronautical purposes.

Action: Support legislation that would allocate aviation fuel taxes in compliance with FAA policies and provide additional funding for aeronautical purposes.

TPW

S37. Household Hazardous Waste Program and Funding

Many existing products and several new waste streams have been identified as hazardous waste when discarded, requiring the County to provide for collection and load checking to remove these wastes from the waste stream. The State has provided funding assistance for only a limited number of these items.

Local agencies, including Sonoma County, are currently tasked with diverting 100% of Household Hazardous Waste (HHW) from landfills. Collectively, these waste streams are costing the County and ratepayers hundreds of thousands of dollars to manage annually. The Sonoma County Waste Management Agency oversees all waste diversion mandated under AB 939 (Salas), including HHW, and is funded with a surcharge on tipping fees.

Managing the hazardous waste program accounts for over 78% of the Sonoma County Waste Management Agency's ongoing budget, and over 65% of the program cost is spent on the cost of disposing of HHW.

All mandated improvements should come with identified funding sources. An unfunded mandate would force local governments to significantly increase garbage rates and/or taxes, or shift funding from mandated recycling and composting programs.

Extended Producer Responsibility (EPR) is a vital component to HHW programs. EPR provides an economic incentive to manufacturers to make their products less toxic and easier to process at the end of the product's useful life. Waste streams such as batteries, fluorescent lamps, electronic devices, pharmaceuticals, and sharps have emerged as a major concern, and require attention and action from the Legislature.

Action:

- Support extended producer responsibility (EPR) legislation, including extended responsibility for mercury-containing items (fluorescent lamps and tubes etc.), electronic devices (in addition to CRT's), batteries, sharps, pharmaceuticals, and other hazardous items that are prohibited from landfill disposal; and
- Oppose unfunded mandates that increase program costs for local government HHW programs or

diminish the flexibility of local programs.

TPW

S38. Comprehensive Service Delivery to Address Energy, Poverty and Jobs

Funding and programs to address community and individual health and wellness, such as those related to climate, energy, transportation, housing, food, and poverty, are not currently integrated into comprehensive service delivery systems. Coordinating and integrating broad public and private support services has the potential to engender greater and longer-lasting improvements to client conditions and create significant short- and long-term cost savings. Currently, program delivery systems are typically short-term and isolated from other services, without consideration for comprehensive and long-term impact and interaction. Local government planning, coordination and delivery of a broad array of programs to improve health, human, housing, energy and transportation services could stabilize and transition underserved communities to sustainable and secure communities.

Action: Support legislation that would:

- Aggregate both state and local resources into an *Integrated Climate Funding Market* model, using a performance-based approach, to expedite implementation, reduce administrative redundancies, optimize return on investment and achieve deeper savings;
- Require implementing a comprehensive service delivery approach for underserved and tenant-based communities over a period of at least 10 years;
- Incentivize property owners to accept permanent improvements to property through housing and energy programs that will permanently improve the finances of tenant residents and businesses;
- Combine program funding to retrofit housing and shift family transportation to zero emission vehicles; and
- Integrate workforce development for building performance and zero emission vehicles into the system of service delivery created through comprehensive program design.

GS

S39. Selection and Implementation of a National Home Energy Score Standard

Performance Benchmarking for residential and nonresidential buildings is essential to understanding and then managing the energy usage of a building, in relation both to others and to an objective standard. The Home Energy Scoring (HES) Tool developed by Lawrence Berkeley National Laboratory (LBNL) on behalf of the U.S.

Department of Energy (DOE) would provide that standard at a low-cost. The primary goal is to provide a standardized set of energy information.

The HES is similar to a vehicle's miles-per-gallon rating. It informs homeowners and homebuyers of how much energy a home is expected to use and provides suggestions for improving its energy efficiency. It also allows homeowners to compare the energy performance of their homes to other homes nationwide. The HES includes: 1) the Score itself, 2) facts about the home including data collected and energy use breakdown, and 3) recommendations to improve the Score and the energy efficiency of the home. The HES can be used to support appraisals and real estate listings. The data translates easily to appraisal information, including the Green Addendum, and can easily be transported to the multiple listing service (MLS) to support energy efficiency in real estate valuation. It helps customers have a consistent frame of reference as they move between states. The HES current pricing is \$79-\$129 for a score, versus \$450 and up for a California Home Energy Rating System (HERS II) rating.

Action: Support legislation that would:

- Increase direct funding of contractor training and access to the HES Tool; and
- Require a recent HES be made available to prospective buyers at the point of sale of the building.

GS

S40. Job Order Contracting

A Job Order Contract (JOC) 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 JOC program affords tremendous efficiencies by way of completing a formal bidding process. Once the bidding process is complete and an award is made, project managers, utilizing local contractors wherever possible, can contract work out quickly, often at lower overall project cost. Current law limits the term of JOC contracts to one year. However, a one year term is too limiting, particularly when going through a thorough and robust bidding process. A longer term would reduce administrative work required each year, reducing the annual cost of administering the JOC program.

Action: Support legislation or regulation to increase the term limit of JOC contracts beyond one year.

GS

S41. Force Account Dollar Limits

The Public Contract Code allows counties to utilize in-house workers for construction projects up to \$45,000 in value under a Force Account. While the Force Account Dollar Limit was increased from \$30,000 to \$45,000, this threshold is simply too low. Construction costs have increased significantly over the past several years, resulting in many smaller projects exceeding the \$45,000 limit and requiring them to be bid. Bidding these smaller projects increases the overall project costs and, in many cases, it is difficult to find contractors willing to bid on these projects.

Action: Support legislation or regulatory policy to increase the existing Force Account Dollar Limit.

GS

S42. Informal Construction Dollar Thresholds

The Public Contract Code allows construction projects under \$175,000 to be bid using an informal bidding process through the Purchasing Agent. The informal bidding process has allowed counties to bid out work more quickly and at less cost than the formal bidding process. With the increased construction costs, fewer projects are able to take advantage of the informal process as they exceed the \$175,000 threshold, requiring them to be bid using the more costly formal bidding process. Increasing the threshold for informal bidding presents low risk and allows counties to save time and money bidding these smaller projects.

Action: Support legislation or regulatory policy to increase the Informal Construction Dollar Threshold.

GS

S43. The Sonoma County Green Business Program

The Sonoma County Green Business Program (SGBP) certifies small-to-medium sized businesses (SMBs) for meeting a high set of environmental standards in the areas of energy efficiency, water conservation, waste reduction, pollution prevention, and employee behavioral changes. The California State Assembly Committee on Jobs, Economic Development and the Economy reports that businesses under 100 employees comprise nearly 98% of all state businesses and are responsible for employing over 37% of all workers. SMBs use an estimated 45% of all energy in California. Considered "hard to reach" by utilities and state programs alike, SMBs typically lack expertise, time, and funding to implement new conservation practices, even when it would benefit both their bottom line and California's greenhouse gas goals. Local Green Business Programs like the SGBP collaborate via a formally established network called the California Green Business Network to coordinate, share resources, create/update standards, and expand the program statewide.

In 2011, AB 913 (Feuer) was signed by the governor and recognized the California Green Business Program. As part of the bill, the California Green Business Program received funding and staff support from the Department of Toxic Substance Control (DTSC). However in 2012, due to state budget cuts, AB 913 was amended to no longer have DTSC provide any fiscal or staff support.

Action: Support legislation that would:

- Maintain direct funding of local Green Business Programs or the California Green Business Network;
- Support the creation of unsiloed small businesses multi-media funds (focused on reducing energy, water, waste, pollution prevention, wastewater, behavioral environmental changes) through one state agency; and
- Effectuate AB 913 and add a funding component.

GS

S44. Property Assessed Clean Energy (PACE)

Property Assessed Clean Energy (PACE) programs are innovative local government financing programs that allow a property owner to apply for funds to pay for energy efficiency and renewable energy improvements that will reduce their energy and water cost and consumption. Participation in the program is voluntary and repayment is accomplished through a property tax assessment on the participating home or business. An increasing number of local jurisdictions have implemented PACE programs as an economic development strategy, an environmental protection strategy, and as a means of helping homeowners and business clear the primary barrier to efficiency upgrades: steep up-front costs.

In August 2015, the Department of Housing and Urban Development (HUD) announced that it intended to allow Federal Housing Administration (FHA) financed properties to use the PACE program if certain conditions were met. In July 2016, the Obama Administration made good on that promise, allowing homeowners with Veterans Affairs (VA) and FHA insured mortgages to participate in PACE programs in order to install energy efficient and water retrofits in their homes. In addition, the Department of Energy issued revised PACE financing guidelines.

To date over 400 local governments in California have voted to authorize PACE programs in their communities and over 70,000 participating homeowners have PACE liens.

PACE financing does not constitute a loan, but instead is built on traditional tax assessments, which local governments have managed for over 100 years. PACE does not increase risk to homeowners, business owners, lenders, or the financial system. However, the Federal Housing Finance Agency (FHFA) has yet to recognize PACE financing as a local property tax lien.

In September 2016, the Governor signed AB 2693 (Dababneh), which adds consumer protections to California's PACE Program. Still, additional consumer protections and oversight are needed to ensure proper operation by the various PACE program operators.

Action: Support legislation that increases consumer protections and oversight of PACE financing programs.

GS

S45. Limited Liability for Agritourism Operations

Agritourism presents a unique opportunity for people to participate in agriculturally based operations or activities that are important to Sonoma County. These activities vary widely and may include a pumpkin patch, picking fruit, visiting cheese creameries and grape stomping. However, these activities carry risks and the cost of liability insurance and the risk of liability prevents many potential agritourism operations. To address this, some states have passed laws to limit the liability for agritourism by protecting the operations from being liable for "injury to or the death of a participant arising from the inherent risks of an agritourism activity" with specific stipulations about signage and related noticing depending upon the state. (Oregon Revised Statutes, Chapter 535 (2015)).

Action: Support legislation that limits the potential liability of organizations engaging in agritourism activities, while maintaining protections for participants and consumers.

UCCE

S46. Small-Scale Poultry Producers

Currently, even small-scale poultry producers in California are required to obtain a license from the California Department of Food and Agriculture (CDFA) in order to sell poultry products to hotels, restaurants, institutions, distributors and retail stores and to cure and smoke meat, putting a strain on these small businesses. The United States Department of Agriculture (USDA) provides for exemptions from some of its requirements for those growing and producing less than 20,000 units, including allowing for a full range of meat processing and sales. Seven states currently allow the full rights and privileges granted by the USDA exemption without requiring a state license. Additional states require licenses, but essentially mirror USDA regulations and exemptions. In order to provide viable economic opportunities for small-scale producers, California should recognize the USDA exemptions and replace the requirement for a CDFA license with CDFA registration and fully allow for processing and sales. Regulations on CDFA registrants should include sufficient protections to address public health and environmental concerns.

Action: Support legislation that would replace State requirements for small-scale poultry producers to obtain a State license with a registration requirement, while ensuring protection of the public health.

UCCE

S47. Climate Protection

The County and Sonoma Water are vulnerable to the impacts of climate change on extreme weather, sea level rise and water reliability. Both entities have made significant investments to reduce greenhouse gas emissions and prepare climate adaptation plans. The State recently enacted SB 32 setting a goal to reduce statewide greenhouse gas emissions to 40% below 1990 levels by 2030. It is critically important that the State continue to lead in the areas of both climate mitigation and adaptation.

Action: Support Water Agency efforts to:

- Support legislation and regulatory policy to achieve SB 32 climate goals including continuation of the State's successful cap-and-trade program;
- Continue to urge the State to invest funds from cap-and-trade and other sources in local programs to reduce emissions and improve climate resilience;
- Support development of statewide administration of energy efficiency and renewable power programs funded by the Public Utilities Commission and other state agencies preferably in a form independent of investor-owned utilities; and
- Work with local, regional and statewide partners to advance programs that significantly improve climate protection and water resilience in California and Sonoma County.

WA

S48. Water-Related Revenue Allocations for Water Suppliers

The State has from time to time looked to the water sector to capture additional revenue through reallocation of property tax revenue or application of statewide fees on water use. Enactment of Proposition 1A largely restricted the State's ability to seize local property tax revenue to fund other needs. However, going forward it is critically important to oppose other efforts to reallocate property taxes locally or to impose additional statewide fees on water use. Water Agency customers currently pay a watershed related charge that funds implementation of the Biological Opinion. Additional State fees on water use would be an added burden on ratepayers. Any reduction in the property tax allocation to Sonoma Water would severely impact the Agency's non-enterprise activities in fishery restoration and flood protection.

Action:

- Oppose legislation or regulatory policy that would apply statewide water use fees on local water users unless those revenues are directed to meet local needs;
- Work to ensure that any legislation or initiative reallocating local property tax revenue does not reduce the share of these revenues currently allocated to Sonoma Water; and

- Provide information and testimony where needed and work with other agencies and associations to further these goals.

WA

S49. Reclamation vs. Restoration of Terrace Mines

The Surface Mining and Reclamation Act requires mining operators to prepare Reclamation Plans to ensure mining sites are properly reclaimed for an appropriate end use. However, many historic terrace mining sites are being reclaimed to an end use that is harmful to endangered fish. Terrace mines are often reclaimed by maintaining a disconnected floodplain and deep water ponds that provide anaerobic conditions that trap endangered fish and cause toxic contaminants to accumulate. Restored floodplains would provide critical habitat for endangered fish and avoid the entrapment and contamination issues. Changes to adopted Reclamation Plans for major restoration efforts to restore historic floodplain functions are costly to prepare and even more costly to implement, in part because state law requires bonding for any improvements.

Action: Support legislation and budget language that would:

- Provide funding for preparation of Restoration Plans for mining sites that provide for reconnected floodplain habitats in lieu of revised Reclamation Plans, and allow bonding requirements to be waived by the local agency when other public funding for the implementation of the restoration project is provided; and
- Provide funding of specific restoration sites, including the two terrace mining sites along the middle reach of the Russian River.

PRMD

S50. Storm Drain Maintenance Assessment Districts

Storm drains are separated by law from sewer drains. To form a maintenance district and assess property owners to fund storm drain maintenance requires a high threshold of voter approval (66 2/3 %). AB 2403 (Rendon) expands the definition of “water” under Proposition 218 to include storm water which is used to enhance water supply (allowing for a 60% or less vote). While helpful, this legislation will apply in limited circumstances and will likely not affect storm water projects which provide benefits to the environment.

Action: Support legislation that assists with funding for storm water maintenance and that lowers the voter approval threshold to form storm water maintenance districts to 60% or less of property owners.

PRMD with WA

S51. Building Accessibility

Building accessibility regulations are established and promulgated on both Federal and State levels. Federal regulations are updated every 20 years and State regulations are updated every 3 years. One component previously required in both Federal and State regulations was the requirement to install detectable warning strips prior to entering a vehicular way. These warning strips are commonly known as “truncated domes.” Truncated domes serve visually impaired citizens to provide an audible detection. Unfortunately, these same truncated domes impose a hazard to the citizens who are dependent on using walkers, wheelchairs, crutches and otherwise can cause a trip and slip hazard. Due to the liability of using truncated domes outweighing the benefit, the 2010 Federal Standards for Accessible Design dropped the requirement to install truncated domes. However, the 2013 California Building Code did not follow suit and retained the requirement.

Action: Support legislation to amend the State Building Code (California Building Code) to mirror federal standards and remove the requirement to install and maintain truncated domes.

PRMD

S52. Transportation Fee Limits

The County has authority to issue transportation permits for extra-legal loads (i.e., over height, width or length) on County roadways. The County issues over 1,000 such permits each year. Approximately 80% of these permits are for one-time uses, such as moving a large piece of equipment or a building. The remaining permits are

annual permits for entities that regularly move large loads.

The fees for these permits are set by the Vehicle Code at an amount not to exceed the fee collected by Caltrans for similar permits on State highways. The fees themselves are set in the California Code of Regulations. Currently these fees are \$16 for a one-time permit and \$90 for an annual permit. The time needed for County staff to process these permits is not great. However, these very low fees do not begin to cover the actual cost. Staff analysis indicates that these fees only recover just over 60% of the actual cost. Occasionally, a permit takes many hours of staff time to ensure the transport will occur safely.

Action: Support legislation or regulation that would:

- Amend the California Code of Regulations, Title 21, Section 1411.3 to increase transportation permit fees for one-time and annual permits to \$50.00 and \$110.00, respectively;
- Amend California Vehicle Code Section 35795 to allow local jurisdictions to charge transportation permit fees that reflect the cost of processing these permits; and
- Effectuate the Caltrans Transporter Permits Advisory Council proposal to increase transportation permit fees by 19% and support efforts to move toward eventual full cost recovery for these permits.

PRMD

S53. California State Solid Waste Tipping Fees

Cities and counties have worked hard and have borne a significant cost to maximize their solid waste recycling activities while minimizing their solid waste landfill disposal. Sonoma County locally funds programs to reduce our waste stream and increase diversion for recycling and compost. As of 2014, Sonoma County's estimated waste diversion level was 74.6%. The County currently taking action to increase our diversion to achieve 80% waste diversion.

Tipping fees on waste in Sonoma County are \$116.00/ton for self-haulers, which make up about 22% of haulers at the landfill. The rate for the County is 123.86, and 127.95 for cities. Currently, \$1.40 is paid to the State on every ton disposed to fund the activities of CalRecycle. Proposals have been brought forward that would substantially increase this CalRecycle Fee imposed on operators of disposal facilities to \$4.00/ton. This increase would be directly born by self-haulers and passed on to customers in cities and unincorporated areas.

For years, CalRecycle has neglected to recognize that its current structure of revenue generation through solid waste tipping fees is insufficient. Instead of raising tipping fees on solid waste, CalRecycle should implement approaches that reflect the changing nature of the solid waste management system.

Action: Oppose any substantial increase on the Disposal Fee imposed on operators of disposal facilities. Any increases to tipping fees should reflect expanded or new programs that reduce the waste stream. Any new proposals for revenue generation should diversify funding sources and be decided through a stakeholder process with local participation.

TPW

Justice Services

S54. Jail Alternative Model Recognition

The Legislature passed and the Governor signed SB 863 as part of the 2014-2015 budget. This legislation provides funding for jail beds that are accompanied by programming facilities to improve outcomes for released prisoners. The Sonoma County Strategic Plan, adopted by the Board of Supervisors in December 2007 and re-affirmed by the Board in October 2009 and November 2010, discusses the need to “more effectively address public safety issues at the lowest risk levels for all members of the community, including early detection, intervention, and diversion of minor criminal activity, substance abuse, and mental health issues.” Sonoma County recently updated the Criminal Justice Master Plan. This revision updated the offender profile to take into consideration the implementation of Public Safety Realignment and Proposition 47, and will help inform recommendations for the most appropriate detention alternatives for Sonoma County.

Sonoma County is exploring a number of jail alternatives including the potential development of an expanded Day Reporting Center. This model holds offenders accountable while providing programs to help them become productive members of our community, and assists offenders in taking responsibility for their lives through law-abiding and responsible behavior. The model includes offering programs and services such as job skills training, life skills classes, thought-restructuring programs, cognitive behavioral interventions, individual and group counseling, alcohol and drug counseling, family counseling, and financial management classes.

Action: Support the establishment of a funding source that allows counties to propose construction of Day Reporting Centers to accommodate offender programming and services in a non-custodial setting.

Probation

S55. PC 1170(h) Sentencing Structure

Criminal Justice Realignment (AB 109) represented a paradigm shift in the criminal justice system, shifting prison housing for “low level offenders” from prison to county jails, and transferring the supervision from State Parole to counties. AB 109 requires the imprisonment of offenders meeting specified conditions in local jails instead of prison. Penal Code Section 1170(h) specified those crimes, and also enabled the Court the discretion to impose a “split sentence” to enable a period of community supervision for offenders serving felony sentences in local jails.

PC 1170(h) does not limit the length of county jail commitment. The only restrictions on the eligibility for a county jail commitment are based on the offense or the offender’s record. This has resulted in some local jurisdictions being required to house inmates in county jails for extremely lengthy periods of time, putting pressure on local jail capacity and changing the nature of the inmate population county jails were built for.

Action: Support legislation to change the PC 1170(h) sentencing structure to limit the length of 1170(h) sentences at county jail/local prison to a maximum sentence of five years, and limiting sentences imposed consecutively to ten years in the aggregate, with all sentences subject to PC 4010 credits.

Probation

S56. Reimbursement for Court Security Costs

Pursuant to Government Code Section 69922, the Sheriff's Office is obligated to provide security for the local Court. For the past several years, funding for court security services has been provided through the State Trial Court Trust Fund as a payment from our local Court. Many costs have been either non-eligible or not allowed to be paid until additional funds were allocated to the local Court by the State Legislature. These costs include new hire and ongoing general deputy training, initial uniform and equipment, Lieutenant's time managing the Court Security Bureau, professional services such as payroll and accounting, general overhead, retiree health care, 4850 costs, and costs to transport inmates to and from court.

As part of the 2011-2012 State Budget, the legislature enacted a "realignment" of State program responsibilities and revenues to local government. With the passage of AB 118 (Committee on Budget), the Local Revenue Fund 2011 and various subaccounts, including the Trial Court Security Account, were created in the State Treasury. Funding is provided through specified tax sources and other monies. The Trial Court Security Account monies are allocated monthly by the State Controller to the counties. Certain court security costs not funded in the past will be eligible to be reimbursed if monies are sufficient in the Trial Court Security Account. These costs include lieutenant pay and professional services.

Confusion still exists around what can be funded since the Administrative Office of the Courts rules and SB 1396 (Dunn) still apply with regard to the billing principals of negotiated security contracts. The legislative language must be consistent and allow the broadest use of the funds so that counties are not responsible for payment of court costs. Ideally, new legislative language should also allow for expansion of the funds to apply to costs required for the transportation of inmates to and from Court facilities. Additionally, realignment funding for court security ensures that future funding includes cost of living adjustments and allows for additional costs related to new judgeships, expansion of court facilities, or other conditions requiring additional court security personnel.

Action: Support legislation that would:

- Allow counties to be reimbursed for all costs for court security;
- Provide future court security funding to the counties with cost of living adjustments, provisions for new judgeships, changing or expanding court facilities, and other events that require additional court security personnel or security costs;
- Allow for other court security related items, such as transporting inmates to and from Court facilities, to be considered as eligible costs for realignment funding;
- Clean up language in the Superior Court Law Enforcement Act of 2001 (SB 1396) to be consistent with the Realignment Act of 2011 (AB 118);
- Revise Government Code 69922 as a result of the State's Realignment Act of 2011 (AB 118);
- Clarify the definition of what court security costs are and provide that all court security costs shall be reimbursable; and
- Expand the eligibility of costs to include transportation of inmates.

SO

S57. Mental Health Treatment for Criminal Offenders

Adequate mental health treatment for criminal offenders and those charged but not yet convicted is a necessary component of the criminal justice system. Approximately 30% of the current inmate population has been diagnosed or treated for mental illness. Mental health assessments for treatment and for the determination of trial competency are important for a client's criminal defense and general well-being. Successful mental health treatment also reduces recidivism as misdemeanor charges may result from inappropriate behaviors while treatments are lapsed.

Action: Support legislative efforts that provide mental health assessments and treatment programs while incarcerated or under court/probation supervision.

Public Defender

S58. Jail Diversion Programs

Jail diversion programs incorporate pre-trial services and supervision as well as transitional housing for homeless individuals with behavioral health disorders. Pre-Trial Services include providing assessment, discharge planning, clinical services and case management to individuals with behavioral health disorders who, because they are homeless or otherwise not connected to treatment and supports, score too high on the Sonoma Pretrial Risk Assessment Tool (SPRAT) to take advantage of the pre-trial program. Resources are needed to lower SPRAT scores and allow individuals with serious behavioral health issues to await their court date in the community instead of in the jail.

Transitional housing program for homeless individuals with behavioral health disorders who have been released from custody is an important part of the pre-trial program. Individuals would be allowed to live in the house for up to 60 days while they identify other housing resources and access treatment services. Each individual housed would be connected with a case manager who would help with system navigation and direct services. The house would have a live-in “peer” house manager with prior experience in the mental health system.

Action: Support legislation and budgetary efforts that would fund jail diversion programs for individuals with behavioral health disorders.

Health

S59. Court Fees, Fines and Penalties

Revenue from filing fees, fines and penalties assessed by the Courts are distributed broadly to support the criminal justice system in California, as well as other programs. Counties are required to support the cost of Court operations in each county through a Maintenance of Effort requirement that was established by the Lockyer-Isenberg Trial Court Realignment Act. The County funds this primarily through revenue received from court-ordered fines and penalties. These fines and penalties also provide financial support for the Alternate Defense Counsel services provided in cases where the Public Defender cannot provide services due to a conflict of interest. In addition, penalty assessments support other activities in the County, including lab testing fees for alcohol and drugs in the District Attorney’s office, Emergency Medical Services to indigent individuals through the Maddy and Richie Funds, and operational support for substance use disorder treatment services, law enforcement services, and road maintenance. At the state level, fine and penalty revenue supports trust funds that are passed through to the County for Peace Officer Standards and Training (POST) for sworn deputies and Standards and Training for Corrections (STC) for correctional and probation officers. Other entities, such as the Public Law Library are also impacted by the reduced revenue from Court filing fees.

The County acknowledges that the high fines and penalties put an undue burden on those on the margins of poverty, and efforts to reduce fees and penalties is a strategy in the efforts to reduce poverty. However, since these fees and penalties support critical, mandated functions, any reduction to fees and penalties should be offset by state support for these functions, or a reduction in the Maintenance of Effort required for Court Support operations, or a combination of both.

Action: Support legislation that reduces fees and penalties only if there is a corresponding reduction in the county obligation to fund court support operations or increased revenue from the State. This should apply both to long-term reductions in fees and penalties, and any short-term strategies such as amnesty programs.

Court Support

Administrative Support & Fiscal Services

S60. Pension Reform

The Public Employee Pension Reform Act of 2012 (PEPRA) made significant changes to pension law for Public Employees Retirement System (PERS) contracting agencies as well as 1937 Act counties. Reducing Sonoma County's pension system costs is an ongoing and top priority of the Board of Supervisors as the County strives to ensure a fair, equitable, and sustainable pension system **for taxpayer and employee alike**. Sonoma County supports pension reform efforts consistent with the principles adopted by the California State Association of Counties (CSAC). Concerns include loss of local control, lack of recognition for those programs that are fiscally and managerially sound, and loss of flexibility and employee choice of retirement age. Additionally, PEPRA remains ambiguous in many areas and requires further clarification.

Action: Sponsor or support legislation to further clarify PEPRA. Clean-up legislation should address, for example, but not be limited to, the ability to share the costs due to market investment losses and actuarial assumption changes equally with employees; clarity and flexibility regarding ad hoc cost of living adjustment (COLA) programs for retirees under the County Employees Retirement Law (CERL) for application with PEPRA; implementation of defined benefit plans with lower benefit formulas than PEPRA for active and new employees; and implementation of "hybrid" retirement plans for active and new employees that would include both defined benefit and defined contribution components.

CAO and HR

S61. Workers' Compensation

Since passage of SB 899 (Poochigian) Workers' Compensation Reform, labor representatives and the workers' compensation applicant attorney bar have sought legislative support for weakening the just-enacted reforms, pressed the Administrative Director to produce weakened guidelines, and pursued legal challenges to the new reforms. Previously, extraordinarily high workers' compensation costs experienced by Sonoma County and other public employers resulted in the need to divert important discretionary general funds away from other identified needs to offset this growing liability. Further, the claims adjudication system became unbalanced to the point that common sense often did not prevail in the determination of benefits.

Action: Oppose all legislative and administrative efforts aimed at further reducing improvements made to the workers compensation system through SB 899. Continue to actively support the legislative platforms outlined by various statewide public employer organizations, including the California State Association of Counties (CSAC), the CSAC Excess Insurance Authority (CSAC-EIA), and the Public Agency Risk Managers Association (PARMA).

HR

S62. Fair Share of Property Tax Administration Costs

Since 2005 the State of California, on behalf of schools, has not paid any of the property tax administration costs. The prior Property Tax Administration Program (PTAP) only covered a small portion of the State's share of the costs (Sonoma County's share was \$1,035,000). The County, cities and special districts pay all costs for the property tax administration program, but get less than 40% of the property tax revenue. Having the State pay its

“Fair Share” of the administration costs would provide more financial support for Assessor’s, Tax Collector’s and Auditor’s offices, as well as potentially reducing the County’s cost for the program.

Action: Support legislation that would ensure that the State, on behalf of schools, provides its share of needed funds associated with administering and collecting property taxes.

ACTTC

S63. Child Support Funding

The California Child Support program funding allocation formula was established in 2002 and has not been revised despite changes in county caseload and performance. The static allocation methodology and lack of increased funding for 16 years has resulted in significant challenges for many counties to provide cores child support services to families.

Action: Support legislative and advocacy effort that:

- Provide for annual funding augmentations for local child support agencies (LCSAs) to cover increased operational costs and mitigate impacts of 16 years of static funding to counties.
- Include statewide allocation methodology that considers the myriad disparate factors faced by individual LCSAs and that adequately supports local operations in achieving performance potential and services to families.
- Develop equitable funding allocations for LCSAs that addresses the significant variations in local cost of doing business.
- Provide funding protection for LCSAs who may be at risk of having funding shifted due to the possible reallocation of program funds and subsequent implementation of a revised funding allocation methodology.
- Allow for the pass-thru of federal incentive funds to LCSAs as a method to increase county performance and local child support collections.

DCSS

S64. Vacation Rentals and Transient Occupancy Tax Collection

The rapid growth of the online home sharing economy poses many challenges to local municipalities. One such challenge is the identification of vacation homes that are operating without the required permits and certificates, and the resulting difficulty in collection of Transient Occupancy Tax (TOT). Due to real concerns for their users’ privacy and safety, most online sites do not post actual property addresses or full names and contact information for their users. This poses a challenge to governments in properly identifying illegal operators, and to Tax Collectors in properly identifying the appropriate entity to tax. Additionally, due to the ease of registration and a lack of proper instruction, many individuals engaged in the home sharing economy are not aware of Sonoma County’s permitting and TOT requirements. Requiring online home sharing sites to collect and share information with local governments, as well as to collect TOT and allow for audits, will significantly improve tax compliance and remove the competitive advantage non-payers enjoy.

Action: Support legislation that requires online vacation rental and home sharing sites to:

- Collect and share vacation rental information with California municipalities;
- Collect TOT on behalf of California municipalities; and
- Allow for the audit of their users as prescribed by the Sonoma County TOT Ordinance.

ACTTC and PRMD

S65. Single Sourcing Based on Green Standards

Sonoma County supports State action to develop “Green Standards” for single source procurement/sourcing decisions as they relate to the purchase of goods and professional services. As many of the standards today are self-certifying, the appropriate criteria would need to be established so that it is fair for all parties. Developing green preference programs, for example, would allow true benefits to be realized by suppliers. Similarly, expanding existing law to include incentives for suppliers that objectively demonstrate certifications in particular areas promotes expertise and an overall acceleration of green projects. Local government agencies will benefit

from any legislative processes that help support and govern such green procurement policies.

Action: Support legislation that authorizes local procurement agencies to single-source green goods and professional services, and that provides incentives for suppliers to objectively demonstrate certifications.

GS

Federal Priorities

Federal Priorities

F1. Emergency and Disaster Preparedness and Recovery

The County was devastated by the October 2017 firestorm and has led the community in response and recovery efforts in partnership with (FEMA). The County is responsible for the planning and coordination of local response, recovery, and mitigation activities related to emergencies and disasters.

The County is working closely with the California Department of Forestry and Fire Protection (CAL FIRE) and CALOES, to protect against future wildfires and disasters. Federal assistance to local governments and CAL FIRE is critical to a full recovery in addition to improving forest management, emergency planning, and disaster response. Adequate funding is essential to provide financial assistance to local governments and private property owners to efficiently repair homes, businesses, infrastructure and the natural environment.

Action: Sponsor or support legislation that would:

- Increase access to funding for local jurisdictions for disaster-related damages and assistance; and
- Increase access to funding for disaster prevention projects such as forest management and disaster monitoring systems
- Allocate available funds toward local recovery and resiliency efforts

CAO

F2. Anti-Poverty, Affordable Housing, and Homelessness Assistance

Sonoma County's real estate market is experiencing escalating rents and vacancy rates as low as 1.5% (REIS, Inc. 2015). Rent increases in Sonoma County are some of the highest among metropolitan areas in California as well as communities throughout the Country. A majority of renters earning less than 50% of area median income pay more than half their income for rent, whereas the accepted affordability standard is 30% or less of household income (Center for Neighborhood Technology, 2014). These conditions are exposing more lower-income households to the risk of becoming homeless and pushing out working families. Rental assistance and funding and policies to increase affordable housing stock would help to alleviate these impacts.

Sonoma County's rent increases cannot keep pace with the Fair Market Rent (FMR) established by the Department of Housing and Urban Development (HUD). In 2016, HUD's FMR for a 2-bedroom unit was only \$1,414, whereas actual market rent was upwards of \$1,600, making it difficult for households to find rentals that they can afford. HUD develops FMR for metropolitan and non-metropolitan areas utilizing Area Community Survey estimates (ACS) and the Bureau of Labor Statistics Consumer Price Index data. There is a two year delay between HUD's receipt of survey estimates and the implementation of FMRs. To bridge the two year gap, HUD then uses a national trend factor of annual growth over the past five years. This methodology does not capture steep rent increases that may happen during the two year lag-time and using national trend data does not accurately capture the local rental market.

The lack of affordable housing stock in the County helps to fuel the rate of homelessness for local residents. During the last biennial point-in-time homeless count conducted in January 2016, 2,906 people were without permanent housing, with 1,906 of those sleeping outdoors. There are now 7,464 local households on the Sonoma County Housing Authority's Housing Choice Voucher (Section 8) Program waiting list, many of which are homeless or at-risk of becoming homeless. For those who receive assistance, it is very common to be denied housing by landlords throughout the County who refuse to accept Section 8 vouchers as a form of rent payment. Currently, neither federal law nor California law prohibits discrimination against tenants with Section 8 vouchers. There are several states throughout the Country and some local jurisdictions within California that do have laws to protect tenants against discrimination based on the use of public housing assistance.

Action: Support legislation that would:

Support the prevention and end to homelessness

- Correct the inequities in homeless assistance funding formulas which give disproportionate weight to age of housing stock, which currently give preference to east coast and Midwest cities over California
- Provide greater funding and increased flexibility in addition to reducing duplicative monitoring and compliance requirements on state and local agencies

Improve access to rent assistance and housing choice

- Increase baseline funding to enable an expansion of households served
- Reform the Fair Market Rent process, to reduce the lag time between actual market changes and published (FMR)'s, and to better reflect geographic boundaries of established markets
- Restore administrative funding lost over past ten years to ensure localities can responsibly administer programs, including outreach, local collaboration with other "safety net" systems, and meaningful conformance to the highest Fair Housing and Civil Rights standards

Create new funding sources for the construction and preservation of affordable housing, both rental and ownership

- Expand the Low Income Housing Tax Credit
- Fully fund the National Housing Trust Fund
- Expand (CDBG) and (HOME)
- Expedite release of (CDBG-DR) funds and increase appropriations

Address disparities in housing and social equity

- Protect the Community Reinvestment Act (CRA)
- Preserve HUD's Affirmatively Furthering Fair Housing rule
- Provide resources for housing developments with higher density, speedier permitting and fewer restrictions on accessory dwelling units, incorporating the framework from the White House's 2016 Housing Development Toolkit.

PRMD, Health, and CDC

F3. Healthcare Reform

In March 2010, President Obama signed into law comprehensive health care reform, the Patient Protection and Affordable Care Act (ACA). Since the opening of the Marketplace, more than 10 million Americans have gained health insurance coverage. The Expansion of Medicaid coverage has allowed more Californians access to health insurance. As of August 2016, nearly 10.5 million Californians had attained Medi-Cal coverage. In Sonoma County, over 112,000 people were served by Medi-Cal in August. This expansion is part of historic levels of insured individuals. In 2015, 91.4% of Californians had health insurance and in Sonoma County, 93.2% of all residents were insured.

The ACA continues to provide important funding for community health centers, and funds a variety of public health and workforce development programs and it is important that all components of the ACA and funding sources be protected. Toward that end, the County supports legislative and regulatory efforts that implement the ACA in a manner that promotes high-quality, cost-effective care; stabilizes and maintains the local health care safety-net; maintains a strong public infrastructure; strengthens prevention-focused primary care; addresses health disparities; supports and preserves the strengths of the current system, including the unique qualities of county-operated systems that specialize in serving vulnerable populations; and protects the funding provided for in the ACA.

Unfortunately, Congress has repeatedly expressed a strong interest in repealing all or part of the ACA. In addition to other impacts, repeal of the Medi-Cal expansion components of the ACA and/or coverage under Covered California would impact nearly 60,000 individuals in Sonoma County. Sonoma County has made tremendous gains since 2014 in reducing inequities in access to health insurance. With repeal of the ACA, the historic progress throughout the County and nationwide would be reversed.

Action:

- Advocate to protect scarce resources to fulfill our mandated responsibilities in ensuring the health of our communities.
- Advocate for sufficient resources provided to local jurisdictions to respond to changes in the health care landscape at the federal and state levels.
- Advocate for adequate coverage, access to care, affordability, prevention, and streamlining & evaluation components in Medi-Cal and through Covered California.
- Continue to monitor the implementation of simplifying Medi-Cal and enrollment for participants and providers, oppose efforts that create disincentives to enrollment and utilization, such as co-payments and premiums, seek ways to expand access to dental services, maximize Federal Financial Participation (FFP) and increase provider rates.
- Monitor any new State or Federal legislation that would modify funding or responsibilities related to the County's role in implementing the ACA.
- Oppose efforts to repeal of the *Affordable Care Act*; while Congressional repeal and replace efforts were unsuccessful in 2017, the effort by the Administration to undo the law through regulation continues.
- Oppose legislation that would reduce the benefits or programs created by the ACA or would withdraw funding for implementation;
- Oppose Federal efforts to place a per-capita cap on funding or limiting the ability of states to leverage funds through assessments on providers; and
- Oppose further Medicaid/Medi-Cal reductions at either the federal or state level without data-driven analysis.

Health and Human

F4. Tribal Affairs

Federally recognized Indian tribes can develop lands held in trust by the federal government without regard to local land use plans, such as the County General Plan. Such developments can result in significant adverse impacts on the county, its citizenry, services, lands, and infrastructure that the county may not have the ability to mitigate. Recognizing this, the Board has adopted resolutions and provided policy direction both on specific development proposals and more general matters to better address tribal gaming and other development on tribal lands. Board policy has included opposing tribal gaming and insuring that the impacts of tribal development projects are fully mitigated. In addition, the Board and County staff have actively participated in developing policy that deals with these issues on regional, state, and national levels.

Action: Monitor and support efforts to enact legislation and regulations consistent with California State Association of Counties (CSAC) and National Association of Counties (NACo) policies, prior and future Board resolutions, and policy direction with respect to tribal recognition, fee-to-trust reform, and development proposals. Oppose legislation and regulations that are inconsistent with the above.

Specific actions include:

- Monitor development of federal rules and legislation regarding tribal acknowledgment and appeals;
- Advocate revisions to the trust acquisition process to insure that impacts of tribal development projects are fully mitigated; and
- Advocate the County's position, in coordination with CSAC, as legislation is developed to address the *Carciere* decision or otherwise affect the trust land acquisition process.

CAO and CC

F5. Geothermal Royalty Revenues

Sonoma County received a share of Geothermal Royalty revenues from September 2006 through October 2010,

for a total of \$5.4 million. Since 2010, these funds have been placed in jeopardy, with intervention required by the County's legislative delegation in order to provide short-term fixes. Without permanent protection, this funding source remains threatened.

Action: Seek legislative or budget action that permanently protects the County's geothermal royalty share of \$2.1 million.

CAO

Federal Issues

Federal Issues

Following are the County's general federal advocacy issues for 2017-2018. General advocacy issues differ from priority advocacy issues in that the County's legislative advocates will primarily support the efforts of others to enact legislation to address these concerns, which are most often shared concerns of multiple counties. The Federal Issues are categorized by functional area within the County organization.

Health & Human Services

F6. Adverse Childhood Experiences and Campaign for Trauma-Informed Policy and Practice (CTIPP)

Adverse childhood experiences (ACEs) are traumatic experiences, such as abuse and neglect, which can result in toxic stress and have a profound effect on a child's developing brain and body. Childhood exposure to adverse experiences has lifelong physical and mental health impacts, and is correlated to adverse social impacts, such as increased rates of substance use, crime and homelessness in a population. Because of the wide-ranging health, social and economic impacts to individuals and communities, efforts to mitigate harm from ACEs include increasing protective factors and integrating trauma informed practices. The prevention of ACEs and the breaking of generational cycles is a foundational public health approach to improve health outcomes.

Research over the last two decades confirms that children carry the effects of childhood experiences into adulthood. The challenges they face in school, life and ultimately, the state of their health are often the symptoms of toxic stress. Toxic stress, unlike manageable stress, refers to the long-term changes in brain architecture and organ systems that develop after extreme, prolonged and repeated stress goes untreated. Exposure to ACEs puts our children at higher risk for learning difficulties, emotional problems, developmental issues and long-term health problems.

Action:

- Support evidence-based solutions to reduce children's exposure to ACEs, support initiatives to improve and enhance screening for ACEs, address impacts of those experiences, invest in preventive health care and mental health and wellness initiatives, support legislation that carries forward this imperative, and provide local support for community partnerships addressing ACEs.
- Address the short- and long-term integration of trauma-informed care in the community throughout various institutions, including schools, behavioral health services, and case management.

Health

F7. Evidence-based Home Visiting

The Affordable Care Act included a provision establishing the Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program by amending Title V of the Social Security Act to provide funds for evidence-based home-visiting to families in at-risk communities. Funding began in 2011 to provide services to high-risk and pregnant mothers to improve their health care and that of their children. The County's Public Health Division was awarded an allocation of \$352,736 in FY2017-2018 via the California Home Visiting Program (CHVP) to support the County's implementation of the Nurse Family Partnership program.

Home visiting programs provide lifelong health and economic benefits to both the mother and children served in the program, thereby producing substantial savings to federal, state and local governments. Expanding access to home visiting programs for the highest need populations would greatly improve the health and wellness of families and would reap substantial benefits in reduced costs to public programs.

Action: Support legislation which seeks to develop the means to leverage public and private dollars to substantially expand evidence-based home visiting programs across the State.

Health

F8. Increase Chronic Disease Prevention and Wellness Promotion

Millions of Americans suffer from diseases that can be prevented by addressing common risk factors like tobacco use, poor nutrition, and physical inactivity. Chronic diseases in California such as heart disease, cancer, lung disease, stroke, diabetes, obesity and asthma increasingly place a burden on our communities. Aspects of the community environment such as recreation facilities, building safe communities, and ensuring access to low cost farm-fresh fruits and vegetables can mitigate chronic disease issues.

In 2010, Congress created the Prevention and Public Health Fund (PPHF), as part of the federal Affordable Care Act (ACA), to expand and sustain the necessary infrastructure to prevent disease, provide for early detection, and manage conditions before they become severe. The PPHF can address the many emerging and persistent chronic disease rates that Sonoma County must address to become the healthiest county in the State by 2020.

The Fund is the nation's largest single investment in prevention. Programs supported by the Fund take an innovative approach by supporting cross-sector, public-private partnerships and collaborations to improve health outcomes, reduce the chronic disease burden, and lower health costs. Since 2010, the Fund has provided \$5.25 billion to support state and local public health efforts to transform and revitalize communities, build epidemiology and laboratory capacity, track and respond to disease outbreaks, train the nation's public health and health care workforce, prevent the spread of HIV/AIDS, expand access to vaccines, reduce tobacco use, and help control the obesity epidemic.

The Fund is intended to ensure a coordinated, comprehensive, sustainable, and accountable approach to improving our country's health outcomes through effective prevention and public health programs and should be used "for programs authorized by the Public Health Service Act, for prevention, wellness, and public health activities" (ACA). The money is to be strategically used to support disease prevention by promoting access to vaccines, building the public health workforce, and investing in community-based prevention. Furthermore, the Act specifically states that community-based prevention funding must only support evidence-based prevention programs which have been shown through scientific research to reduce chronic disease, including behavioral health conditions, and address health disparities. Research has shown that effective community level prevention activities focusing on nutrition, physical activity and smoking cessation can reduce chronic disease rates and have a significant return on investment.

The Prevention Fund provides the first-ever, reliable national funding stream for public health, while creating jobs, bending the health-care cost curve, and prioritizing disease prevention. It creates an unprecedented opportunity for local health departments to augment and expand existing chronic disease programs or to participate in new programs to address longstanding chronic disease issues in their communities. However, this fund may be targeted to pay for other initiatives.

Action:

- Support the recommendation that members of the House and Senate Appropriations Committees allocate the Prevention Fund, and ensure that PPHF resources are allocated in a manner that enhances counties' efforts to prevent disease and injury, promote health and ultimately reduce healthcare costs;
- Strongly oppose any efforts to use the Prevention and Public Health Fund from the Affordable Care Act (ACA) as an offset for revenue lost in any other legislative proposals. Such actions could eliminate the Fund, and mark a severe blow to this monumental commitment to prevention and public health under the Act;
- Support a varied policy agenda addressing the prevention of chronic disease and promotion of wellness;
- Support a dedicated funding stream to fund preventive health services or activities that improve

- community health outcomes, including focus on social determinants of health;
- Encourage the allocation of new revenue streams in an equitable manner across all local health jurisdictions;
- Seek to improve nutrition, obesity and fitness education programs as well as health literacy, educational attainment, income security, healthy and equitable built environments and policies that support health throughout the life cycle; and
- Advocate for flexibility to design prevention programs to take advantage of health department strengths and encourage the provision of base funding with additional funding available on a competitive basis.

Health

F9. Threat to Primary Care Access

Health Centers' federal funding is financed through a mix of annual discretionary appropriations and mandatory funding appropriated through the mandatory Health Centers Fund. Health Centers face a funding cliff as mandatory funding for Health Centers is scheduled to end. With only discretionary funding at current levels, Health Centers would see up to a 70% reduction in grant funding, leading to closures of sites, staff layoffs and elimination of health care access in some of the nation's most vulnerable communities. This would reverse 12 years of bipartisan investment in Health Centers, and would occur just as the demand for the primary and preventive care Health Centers provide is growing.

In addition to Health Centers, the National Health Service Corps and Teaching Health Centers programs also face looming funding cliffs. The National Health Service Corps is a vital program that provides scholarships and loan repayment to providers that commit to serving in underserved areas. The Teaching Health Center program is an innovative effort focused on growing the supply of primary care providers trained in community-based settings.

Action: Support stabilizing funding levels for Health Centers to ensure continued viability, invest in access and prevention, and meet increasing demand. Continuing funding for the vitally important National Health Service Corps and Teaching Health Center primary care workforce programs.

Health

F10. Temporary Assistance for Needy Families (TANF) Reauthorization

Earlier this month, Congress approved a temporary extension of the Temporary Assistance for Needy Families (TANF) program through June 30, 2019. Ideally, a long-term reauthorization will include a revision of how the state's Work Participation Rate (WPR) is calculated. Currently, the formula for WPR ensures failure because the numerator includes all recipients who are required to participate in work activities, and the denominator includes recipients who are not required to work. Nearly 5,100 Sonoma County residents receive TANF, also known in California as the California Work Opportunity and Responsibility to Kids (CalWORKs).

Action: Support reauthorization of TANF including a revised definition of Work Participation Rules (WPR).

Human

F11. Elder Justice Act

After years of advocacy efforts, the Elder Justice Act (EJA), the nation's first comprehensive national legislation addressing elder abuse, was signed into law in March 2010. Appropriations have not been authorized at the levels that were proposed by President Obama, which left the most provisions of this law unfunded. The EJA has the promise of establishing federal standards for Adult Protective Services programs and providing a dedicated federal funding stream for services to protect seniors and vulnerable adults from abuse. The EJA also provides funding for the Long Term Care Ombudsman to investigate abuse and neglect in skilled nursing facilities. Additionally the law provides for the establishment of Forensic Centers on Elder Abuse and training in abuse investigation standards. The County urges full federal funding to support the Elder Justice Act as it was originally designed.

Action: Support increased federal budget appropriations for the Elder Justice Act.

F12. Older Americans Act (OAA)

The Older Americans Act (OAA) was reauthorized in 2015 on its 50th Anniversary. The OAA is vitally important to Sonoma County because the State funding for Area Agencies on Aging (AAAs) is limited to annual one-time only appropriations included in the State budget. Individuals living in Sonoma County age 60 years and older comprise 25% of the total population. By 2030, individuals age 60 years and older will account for a projected 28% of the County's total population. Public services for older adults are limited, with the majority of services only available to low income seniors. Congress passed the OAA in 1965 to address a lack of community social resources for older persons. The Act established a national network of AAAs which oversee a variety of social services for seniors, including nutrition, elder abuse prevention, legal services and advocacy, and caregiver resources. The OAA is not adequately funded and does not reflect the need for senior services, especially given the population growth of people over age 60. With the limited state funding to support California's Area Agencies on Aging programs, it is critical that the federal funding expand to support senior services. The County urges the support of OAA funding to expand services and advocate for increased flexibility in federal regulations.

Action: Support the OAA reauthorization and increased federal funding for the OAA programs.

Human

F13. Close the Readiness Gap with Investments in Early Care and Education

A multitude of longitudinal studies show that investments in high-quality early childhood education for three- and four-year-old children and access to quality child care yield a significant dividend to communities including improved educational, employment and health outcomes, a reduction in the achievement gap, lower crime rates and fewer people in need of economic assistance. Multiple barriers that restrict full access to high quality early care and education include a lack of adequate system infrastructure and outdated eligibility criteria for subsidized preschool and quality early care.

Action: Support legislative efforts that:

- Increase access to quality early childhood education and school readiness programs that are designed to align with common core standards;
- Fully fund voluntary, transitional kindergarten for all four-year-old children;
- Expand access to State government subsidized slots for all low-income, three-year-old children by expanding facilities and raising the income levels to qualify;
- Increase federal funding levels for Early Head Start, Head Start, and other federally sponsored early childcare and education programs to ensure access for all qualifying Sonoma County families; and
- Address the critical need for early childcare and education facilities by increasing State and Federal funding opportunities for infrastructure development.

Human and Health

F14. Family Justice Center Sonoma County

The Family Justice Center Sonoma County (FJCSC) is a multi-disciplinary, physically co-located model with a coordinated, single point-of-access offering comprehensive services for victims of family violence. The FJC collaborative model is designed to improve victim safety and recovery, increase success in offender prosecutions, and reduce family violence injuries and homicide. Additional collateral benefits documented as outcomes include increased service efficiencies through the provision of collaborative services, and increased community support for services being offered to victims and their children, thus reducing costs and increasing revenues. All Family Justice Centers seek to improve the services being offered to victims, and to reduce the number of locations a victim must visit as well as the number of visits they must make to tell their story and receive the help they need. The United States Department of Justice, through its Office on Violence against Women (O.V.W.), has identified the Family Justice Center model as a best practice in the field of domestic violence intervention and prevention services. Additionally, Congress has recognized the importance of Family

Justice Centers as a "purpose area" in the Title of the Violence Against Women Act (V.A.W.A. 2005).

Action: Seek Federal appropriations or other grant sources for continued and enhanced advocacy programs at the Sonoma County Family Justice Center, such as expansion of the video conferencing program that allows victims in remote locations to more easily access FJCSC services.

DA

Development Services

F15. Federal Transportation Funding Priorities

The County has numerous transportation infrastructure projects that are planned or require funding. Transportation infrastructure is critical to the continued success and bolstering of Sonoma County's economic development, tourism, and manufacturing industries. In December of 2015, Congress passed H.R. 22, the FAST Act (Fixing America's Surface Transportation Act), establishing funding levels and federal policy for our nation's highways and public transit systems for fiscal years 2016 through 2020. Legislation that supports FAST Act implementation should improve project streamlining and highway safety, and expand on the California Environmental Quality Act (CEQA) for National Environmental Policy Act (NEPA) reciprocity pilot program. It is expected that this year the new Congress will begin considering new proposals to reauthorize the FAST Act.

Action: Support legislation to reauthorize the FAST Act or to be included in a broader infrastructure package that include the following components:

- Funding. Support legislation that increases funding levels with adjustment for inflation for road, bridge, and transit programs.
- Project Streamlining. Current delivery processes for receiving federal funding result in higher project costs and longer completion times. Support legislation that - for projects under \$5 million and similar to ones identified in MAP-21 - establishes an exemption allowing projects receiving limited federal funding to be performed in the same manner that state and local governments accomplish projects. Support legislation which allows for projects that are within the existing roadway right-of-way to be substantially streamlined.
- Safety Initiatives. Rural roads have a disproportionate number of highway fatalities in the U.S., at roughly 57%. Support future transportation bills that require State Departments of Transportation to coordinate with local agencies in developing Strategic Highway Safety Plans. Urge congress to support Toward Zero Deaths Grants which would provide local and non-profit organizations with funding to establish and implement these effective safety programs.
- CEQA for NEPA Reciprocity. Environmental protections afforded by CEQA surpass those of NEPA, however the current dual reporting practice causes increased costs and delays for CEQA and NEPA review. Support action that eliminates the duplication of reporting overlapping analysis. In instances where NEPA surpasses CEQA in environmental analysis, mandate that those portions be included in the CEQA analysis for federally-funded transportation projects.

TPW

F16. Federal Aviation Administration Reauthorization

In October 2018, Congress passed a five-year reauthorization of the Federal Aviation Administration. The Airport Improvement Program (AIP), which provides grants to airports for airport safety, capacity, security and environmental projects is funded at \$3.35 billion for all five years. This continues AIP funding at the same level since 2012, when Congress last passed a FAA reauthorization. The bill creates a new airport infrastructure program, authorizing discretionary grants of more than \$1 billion to small or medium-sized airports located outside of metropolitan areas. Congress did not increase the Passenger Facility Charge (PFC), which is collected and retained by each airport and is capped at \$4.50 per passenger.

The Charles M. Schulz Sonoma County Airport is in the process of developing plans for several key capital projects over the next couple years. Since most of these projects rely heavily on the availability of Federal funding through the Airport Improvement Program (AIP), it is critical to ensure that the Federal Aviation Administration's (FAA) bill be reauthorized, updated, and modernized.

Action: Advocate before the Congress on the following airport development and service issues:

- Modernize the Passenger Facility Charge. Urge Congress to modernize the federal cap on the locally set Passenger Facility Charge (PFC) user fee by setting it at \$8.50 and adjusting it annually to offset the impact of inflation. The Airport currently collects the maximum allowable of \$4.50 per passenger enplanement. These funds are used to pay for the match requirements for the Runway Safety Area project and at this rate, our PFC collection is committed for the next 15 years. With an increase in PFCs, the Airport would use PFCs for projects such as the terminal upgrades and enhancements. Congress has not increased the PFC since 2000.
- Protect the AIP Grant Program. Urge Congress to fully protect and increase the AIP funding levels, as this grant program helps finance critical safety, security and capacity projects at airports. The Airport has identified the need for \$28 million in capital needs over the next five years for completion of the Runway Safety Areas (RSA) project, ramp rehabilitations, land acquisition, a new aircraft rescue and firefighting facility building, and terminal expansion (which does not include the construction of a new terminal). Congress has funded the AIP program at \$3.35 billion for the last few years, which is well short of the FAA estimates for AIP eligible projects.
- Preserve Tax Exempt Bonds. Urge Congress to preserve and restore tax exempt financing for airport bonds and eliminate the alternative minimum tax burden on private activity bonds. Current law allows for tax exempt financing for airport projects. The Airport currently does not use bonds to finance airport projects, however, with the plans for a new terminal it is critical to have access to low cost financing.

Additionally, miscellaneous items may present themselves requiring input and advocacy, such as:

- **Technology and Education in Support of Service**
Funding to modernize TPW across the Department with technology-enabled infrastructure to improve transportation safety and mobility, and constituent service and awareness. Enhanced wireless communication will allow the processing and sharing of information to prevent vehicle collisions, keep traffic moving, and reduce environmental impacts. Examples could include coordinating traffic signals, signal priority for transit lanes, electronic information signs and variable speed limit signs, and distribution of real-time traffic data to websites, social media, mobile applications, and local news media outlets. Better connected infrastructure will allow for better data collection and analytics, leading to improved traffic flow, road improvements, and overall service delivery.
- FAA tower funding. Three years ago, the FAA proposed eliminating funding for contract Air Traffic Control towers (which included Sonoma County). Urge Congress to continue the \$144 million contract tower program.
- **Airport New Terminal Funding**
- As part of the FY 2018 funding for the FAA, Congress allocated an additional \$1 billion to the Airport Improvement Program As part of the FY 2019 appropriations bill, Congress is considering an additional \$500 to \$750 million in supplemental funding to the AIP.
- Small Community Air Service Development Grants. The Airport has been awarded two small community air service development grants to assist in our efforts to attract new commercial air service. We believe it is highly likely that the Airport will need to submit grant applications in the future.
- Protect the Public Interest in Air Traffic Control. Previous reauthorization proposals in the legislature proposed to separate the Air Traffic Organization from the FAA and create a not-for-profit corporation to operate and modernize the Air Traffic Control system. Any new system should guarantee a voice for public interest.

F17. Federal Tax Credits: Solar and Energy Efficiency

The speed and scale of renewable generation and energy efficiency deployment continue to lack the magnitude required to mitigate the impacts of fossil fuel generated emissions. The fossil fuel industry still benefits from system wide economic advantages not shared by renewable generation and the “nega-watts” of energy efficiency.

The Federal solar tax credit was extended in December 2015 and the Consolidated Appropriations Act of 2016 included a five-year extension of the 30% solar ITC through the end of 2019, followed by a two-year phase-out of the credit before it expires at the end of 2021. The Bipartisan Budget Act of 2018 (BBA) included an extension of the Residential Energy Efficiency tax credit, two-year phase-down before expiration at the end of 2021. Congress may act before the end of next year to extend the 30% rate beyond 2019. Maintenance and expansion of that tax credit along with reinstatement of energy efficiency tax credits will support job growth and work force expansion in these areas, elevate the priority of taking action for taxpayers, and balance the support of the federal government across competing industries.

Action: Support legislation that would:

- Maintain and expand the Solar Investment Tax Credit (ITC);
- Extend and expand the Business Energy Investment Tax Credit (ITC); and
- Restore and expand the Residential Energy Efficiency Tax Credit.

GS

F18. Alternative Fuels Programs

Despite the recent drop in gasoline prices, prices still remain volatile and the United States continues to spend \$300 billion a year on oil from the Organization of the Petroleum Exporting Countries (OPEC) and other countries. More than 70% of the oil imported is used as transportation fuel. Gasoline is used for our national fleet of 250 million cars and light trucks and diesel fuel for our 8 million heavy-duty trucks and off-road equipment.

The Transportation sector in California consumes 3 Trillion Btu's of energy, which is 39% of all of the energy consumed in the state. 56.8% of the metric tons of carbon dioxide produced in the state is from the Transportation sector.

Technological innovations have enabled vehicles using electricity, natural gas, propane, biodiesel, ethanol and hydrogen to take hold in the market place. According to the U.S. Energy Information Administration (EIA), there are nearly 1.2 million alternative fuel vehicles in use in the United States and more than 38,000 alternative fueling stations, but unfortunately this represents a small fraction of the total American fleet.

In addition to enhancing our energy security, the clean transportation industry is also critical to our economic growth and global competitiveness:

- The more than 400,000 plug-in electric vehicles on the road are a highly visible point in the larger, and expanding, electric supply chain. The global market for lithium ion batteries in the light duty fleet will grow from \$3.2 billion in 2013 to \$24.1 billion in 2023, and the revenue in the infrastructure segment is projected to grow to \$5.8 billion in annual revenue by 2022.
- The ethanol industry contributes more than \$52 billion to our nation's economy, including nearly 400,000 American jobs.
- Biodiesel has grown into a 2-billion-gallon per year industry with nearly 200 plants across the country supporting more than 60,000 jobs.
- On U.S. roads, there are nearly 150,000 buses, delivery trucks and vans, taxicabs, and other vehicles running on clean-burning propane. With an extensive propane distribution network in place, consumers are able to access record-high stocks of propane to meet their vehicle fueling needs.
- The U.S. is the number one producer of natural gas in the world, and American businesses and consumers continue to embrace natural gas vehicles. Approximately 155,000 NGVs operate on U.S. roads today. These vehicles are supported by 1,750 fueling stations that are connected by 1.5 million miles of natural gas pipelines. Projections indicate that the transportation sector will consume 1.2 trillion cubic feet of clean burning, domestic natural gas by 2030 and that 50% of the light and heavy duty vehicle markets could be powered by natural gas by 2050.

Action: Support legislation and budgetary action that would:

- Extend tax incentives for alternative fuels, vehicles and infrastructure, including: tax credits that support electric charging, natural gas, propane and biofuels infrastructure; tax credits for sellers of natural gas and propane; tax credits for producers of biodiesel and cellulosic biofuels; special depreciation allowances for cellulosic biofuel plant property; tax credits for conversion to plug-in hybrid vehicles; and tax credits for purchases of alternative fuel vehicles (maintain credit for electric vehicles and reinstate credit for natural gas and propane vehicles);
- Ensure adequate Federal funding for Key Alternative Fuels Programs, including \$50 million for the *DOE Clean Cities program*, with \$25 million in competitive grants for new alternative fuel and vehicle deployment strategies, and \$70 million for the *EPA Clean Diesel Grants program*; and
- Preserve and expand the Renewable Fuels Standard (RFS) to ensure that the Country diversifies the fuels market with clean alternatives that create new jobs and reduce pollution.
- Support maintaining the Federal House of Representatives report language that encourages the Department of Energy (DOE) "to focus on awards that range from \$500,000 to \$1,000,000 each and include at least one Clean Cities coalition partner" when making competitive deployment grants. The language will enable the Clean Cities program to impact more communities in more states and lead to

the testing and demonstration of more innovative alternative fuel technologies and strategies. Currently the Clean Cities program leverages private, state, and local funding at a ratio of 12:1 to achieve its goals of reducing the nation's dependency on non-renewable petroleum based energy.

GS

F19. Biodiesel Tax Incentives

The current biodiesel tax credit allows a mixture credit available to the blender of the fuel which is supporting the growth of renewable diesel in California and other western states. Legislation was introduced in July 2016 to reform the biodiesel tax credit and extend the new policy for three years, which supports only domestic biodiesel producers. Renewable diesel is a true "drop in" alternative fuel that requires no changes to infrastructure, vehicles fuel systems or the operation and maintenance of vehicles and equipment. Renewable diesel reduces emissions by between 65% and 90% and reduces particulate matter by up to 33% over conventional petroleum based diesel fuels. It meets industry group standards and all of the California Air Resources Board's diesel specification standards.

The current tax credit is allowing the renewable diesel producers to expand their market share and justify the investment in larger scale production facilities in the United States to meet demand. The proposed changes to the tax credit would discourage investment in infrastructure that has a higher cost than biodiesel production facilities.

Action: Support legislation that would extend the current tax credit in its current form for another three years, which would provide regulatory stability that promotes investment in renewable diesel domestic infrastructure production facilities.

GS

F20. Sonoma County Transit Modernization and Enhancements

Urge support for federal assistance that will facilitate continuing efforts to modernize the Sonoma County Transit fleet with clean-energy, low/no emission replacement transit coaches. Since 2006, Sonoma County Transit has been the only Bay Area transit system to operate an all-natural gas powered heavy-duty bus fleet. Federal assistance is also sought to make necessary capacity and energy efficiency improvements to Sonoma County Transit's fixed-route and Americans with Disabilities Act (ADA) paratransit operating facility constructed in 1984.

Action: Support efforts that lead to the provision of needed transit capital assistance for these projects.

TPW

F21. Sonoma County Transportation Authority (SCTA) Projects

As a quorum of the Sonoma County Board of Supervisors helps constitute the Sonoma County Transportation Authority, and regional transportation priorities reflect County residents' needs, this Platform recommends working, where feasible, in collaboration with SCTA staff and advocates to seek support for local projects and initiatives.

Action: Support, where feasible, the Sonoma County Transportation Authority (SCTA) Legislative Platform, including the following:

- Monitor the development of a new federal infrastructure bill and advocate for funding and policy measures that align with local priorities for SMART, bus transit, State Route 37, local road maintenance and bicycle/pedestrian projects.
- Monitor any efforts at the federal level to implement funding or financing mechanisms that could impact transportation;
- Engage in administrative deliberations on project delivery and implementation at the federal and state level;

- Advocate for efficiencies in project delivery and cost cutting measures that enable more projects to be built;
- Monitor legislative or administrative proposals to increase overall funding levels for transportation infrastructure, operations and maintenance in Sonoma County.
- Support funding distribution approaches that support local needs and priorities.
- Explore opportunities to provide funding for maintenance of the system including new ideas such as incentives to communities that prioritize low carbon transportation options.
- Support efforts to streamline the Active Transportation Program in order to deliver more projects, quickly.
- Monitor legislative and regulatory efforts related to capturing sales tax revenue from internet sales in light of the Supreme Court decision *South Dakota v. Wayfair*.
- Monitor progress on the 2020 Census and support actions that ensure an accurate count.
- Support policies that enable technological innovations to improve mobility, while protecting the public's interest. Oppose efforts to reduce or divert funding from transportation projects, and support efforts to protect and preserve transportation funding.

TPW

F22. State Licensed Meat Processing Facilities

Under current federal law, meat from livestock harvested by state licensed facilities cannot be sold. Only meat harvested at a United States Department of Agriculture (USDA) inspected facility can be sold to the public. Throughout California, there are few options for ranchers and they are often forced to drive hours to a USDA facility when a state licensed facility is much closer. A change to these federal laws is needed to support small farmers who currently lack reasonable access to processing facilities, to improve consumer access to locally raised meats, and to help revitalize rural communities. In addition to being able to sell "amenable" species, such as cattle, swine, sheep and goats, producers should be able to sell "non-amenable" species, such as bison, elk and deer. These locally raised, "exotic" meats would present new opportunities for restaurants and markets and provide an additional viable option for local livestock ranchers and ultimately help sustain agriculture and preserve open spaces in Sonoma County.

Action: Support legislation that would remove the Federal ban on the sale of amenable and non-amenable meats from custom meat harvesters and producers within a state and instead make these sales and operations subject to state law.

UCCE

General Issues

General Issues

Following are the County's general advocacy issues for 2017-2018. General advocacy issues differ from priority advocacy issues in that the County's legislative advocates will primarily support the efforts of others to enact legislation to address these concerns, which are most often shared concerns of multiple counties. General advocacy issues have connections to both State and Federal legislative or funding action. The General Issues are categorized by functional area within the County organization.

Health & Human Services

G1. Health Coverage for All Children and Adult Californians

The Patient Protection and Affordable Care Act (ACA) dramatically reduced the number of uninsured; however, there remain 4 million Californians without insurance. Many of the uninsured work for employers that do not offer insurance, and those who are offered insurance often cannot afford their share of the premium. Young adults, racial and ethnic minorities, and those who are non-citizens are more likely to be uninsured. Lack of insurance has a significant impact on an individual's ability to access health care services. Uninsured adults are more likely to postpone or forego health care altogether, are less able to afford prescription drugs, and less likely to follow through on treatment plans. Reduced access to quality health care results in poor health, preventable hospitalizations, and premature death.

Similar to the efforts that have been made to provide insurance coverage for uninsured children, the County supports the development of a long term solution that will provide health care coverage for all residents of California. Toward that end, the County urges the State and Federal governments to build upon the ACA with the goal of expanding a system of health care coverage and medical care delivery for all children and adults. Expansion should preserve the strengths of the current system, including the unique qualities of county operated systems, such as the County's Healthy Kids program, but also address areas of concern such as correctional health services. Finally, health care reform must include mental health parity provisions that provide coverage for mental health services equal to coverage for medical and surgical benefits and ensure adequate ongoing funding for both expanded and core mental health services.

Action: Support legislative or budgetary efforts that would:

- Provide health insurance for all children and adults regardless of immigration status and a stable source of funding for all residents of California consistent with the *Health Care Reform Principles of Action* adopted by the Board;
- Enable expansion of Medi-Cal to adults over 19 regardless of immigration status; and
- Enhance comprehensive mental health services.

Oppose legislative or budgetary efforts that would repeal or weaken the Affordable Care Act.

Health

G2. Dental Health

Half of all children and one-third of adults in California are now eligible for the State's Medi-Cal and Denti-Cal programs, however the State continues to struggle with providing adequate access to dental care. According to a recent State audit, 56% of enrolled children did not receive any dental care in 2013 and the majority of counties have an insufficient number of Denti-Cal providers. A recent report by the Department of Health Care Services found that since 2008, the number of Denti-Cal providers has declined 15%, while 5 million more

Californians have enrolled in the program. Additionally, the State’s Little Hoover Commission recently completed a review of the Denti-Cal program and calls it one of State government’s “greatest deficiencies” that has “thoroughly alienated the dental profession with reimbursement rates among the nation’s lowest, an abundance of restrictive rules and reliance on outdated paper-based administrative processes.”

Untreated dental problems result in days missed at school or work and increased susceptibility to other more damaging health problems such as meningitis, lung and heart disease. More than half of pediatric ER visits in one year were for dental problems, with half of those children between 1 and 5 years of age.

Sugar-sweetened beverages (SSBs) are the single largest source of added sugar in the American diet and a primary cause of dental decay – the most common chronic childhood disease, experienced by more than two-thirds of children in California. Soda is the most consumed beverage in the U.S. and 41% of California children 2-17 consumed at least one SSB a day, including 65% of teenagers. The frequency of consumption, along with the combination of high levels of sugar and acid, make these beverages exceptionally damaging to teeth. SSBs are also displacing consumption of milk, the principle source of calcium in the diet, which is critical to the development of healthy teeth.

Evidence-based prevention strategies with the highest return on investment include community water fluoridation, school sealant programs and teeth brushing programs. In California, 63.7% of the population receives fluoridated water, ranking 34th in the U.S., reaching an estimated 24 million residents. That number is steadily increasing: San Jose, once the only large city in the U.S. without this public health benefit, will be fluoridating its municipal system in 2017. The Healthy People Oral Health 2020 goal is to increase the proportion of the U.S. population served by community water systems with optimally fluoridated water to 79.6%.

Action: Support legislation that would:

- Provide local support for efforts to expand dental services to schools and preschools, and to integrate dental health into primary care;
- Expand access to dental health services for low-income Californians;
- Increase Denti-Cal reimbursement levels to encourage qualified dental clinicians to participate in providing care to low-income children and adults;
- Ensure Denti-Cal reimbursement for preventive dental services provided in the primary care setting;
- Ensure funding and enforcement of the school entrance examination requirement (California Education Code 49452.8);
- Develop funding for water fluoridation efforts;
- Expand access to dental health services for low-income Californians; and
- Encourage dental health education program expansion including adequate funding.

Health

G3. Health Disparities and Health Inequities

Health disparities and inequities result from numerous interactions between community environments, social pressures, lifestyle factors and economic conditions. In California, minority populations have a higher incidence of chronic diseases, higher mortality rates and worse health outcomes. In addition, low-income residents, regardless of race, lack access to regular medical care and lack adequate health insurance coverage, if any at all. The Health Services Department has emphasized these programs to reduce these disparities; however, resources, staffing, and community awareness must be increased in order to be effective.

Action: Support legislation and budgetary actions that seek to reduce health disparities and inequities by working to eliminate barriers to good health for Sonoma County and California’s diverse population.

Health

G4. Veteran's Services

The Sonoma County Veteran's Service Office provides direct advocacy, claims assistance and information and referral assistance to Sonoma County Veteran's and their families. Sonoma County's veteran population is approximately 27,569. In FY 16-17, the Sonoma County VSO generated \$14,107,058 in compensation and pension for local Veterans and \$4,900 to their beneficiaries. The County receives xxx in State and federal fiscal support for the CVSO from subvention funding, Medi-Cal cost avoidance and license plate fees. Subvention funds are distributed to each county on a workload basis.

Access to additional funding sources would augment VSO services and mitigate impact on County General Fund while increasing the utilization rate, approximately 18% for Sonoma County. For every dollar of state general fund support provide in fiscal year 2016-17, the CVSO community brought in \$78 in new Federal Benefits. California currently has the lowest utilization rate of the three largest states (CA, FL, TX). If CA were to increase the utilization rate to that of FL or TX through increased staffing and outreach, approximately \$1.2 billion dollars could be added to the California economy as a result of new veteran's benefits.

Action: Support legislative and budgetary efforts that would:

- Expand mental health funding support for veterans suffering from homelessness and mental health issues.
- Allocate funding toward outreach services to identify vulnerable veterans that otherwise would not come to our office on their own.

HSD

G5. Built Environment and Climate Change

Historically, public health has played a role in community design. Public health professionals are involved in the design of smart growth, transportation, and air pollution reductions. If residents are not able to easily engage in daily physical activity due to unsafe play areas, limited access to recreational facilities and substandard pedestrian and bicycle infrastructure throughout the State, they can experience higher rates of heart disease, hypertension, asthma, bronchitis, stroke, diabetes, obesity, osteoporosis and depression.

The California Department of Public Health started to address climate change in 2011 by opening a Climate Change Portal that tracks changes in water, air, food quality and quantity, ecosystems, agriculture and economy. Local health departments may be required to devise new strategies that address the changes in the environment and living conditions.

Action: Support legislation and budgetary efforts that would:

- Encourage consideration of public health impacts in the design and planning of healthy communities; and
- Develop climate change mitigation strategies to help protect against potential impacts to human health.

Health

G6. Perinatal Alcohol and Drug Treatment Program

A significant number of Sonoma County women presenting for delivery at local hospitals test positive for alcohol or other drugs. The implication of this rate of toxicity among pregnant women reflects a need for further treatment interventions and a comprehensive systems approach to meet the needs of newborns who may be impacted by the mother's drug use. With the success of the Perinatal Alcohol and Other Drug Action Team's effort to develop universal screening protocols for pregnant women seen by medical providers, and the hiring of the County Perinatal Placement Specialist, referrals to perinatal residential and especially Perinatal Day Treatment programs have increased beyond capacity. Specifically, Drug Abuse Alternative Center's (DAAC) Perinatal Day Treatment Program has operated at its enrolled capacity of 33 women and 20 children for the last three years. Due to a lack of funding, the program has had to maintain a waiting list of 15-20 women (and their children) during this same time period. The Perinatal Day Treatment Program has proven to be extremely successful over the last 20 years.

Action: Support legislation to fund the expansion of the Perinatal Alcohol and Drug Treatment Program.

Health

G7. Reduce Overuse of Nontherapeutic Antibiotics in Livestock

The overuse of antibiotics in livestock production has been proven by the Food and Drug Administration (FDA) to promote the development of antibiotic-resistant bacteria that can pose a risk to human health. The cost of antibiotic-resistant bacteria to human health and the healthcare system as a whole is significant.

In December 2013, the FDA issued voluntary guidance to livestock producers regarding the nontherapeutic use of antibiotics. This guidance is unlikely to reduce the use of antibiotics because of broad exemptions for their use in disease prevention.

Action: Support efforts to restrict the use of medically important antimicrobial drugs in livestock to specific treatment purposes, require a veterinarian prescription for antibiotics, and require the California Department of Food and Agriculture to develop both a program to track antimicrobial use in livestock as well as judicious use regulations.

Health

G8. Service Delivery System and Funding for Individuals with Cognitive Disorders

Individuals with cognitive disorders such as Alzheimer's, HIV, dementia, and traumatic brain injuries often require extensive, costly long-term care and other mental health treatment services. Currently, there is no mental health services delivery system or funding for programs and services to address the needs of individuals with cognitive disorders. As a result, these individuals often end up in mental health crisis centers and inpatient psychiatric hospitals requiring significant mental health realignment dollars to fund needed services.

Action:

Support legislation or budget language that identifies new resources to fund services, including long-term care services for individuals with cognitive disorders.

Health

G9. Local Foods Efforts

The need exists to enhance the economic development of local farms and ranches, while coordinating food systems work in the community to increase food access and public health. There is not an adequate and reliable source of funding to support these efforts by County departments, which include the Department of Agriculture, UC Cooperative Extension, Health Services, among other departments.

Initiatives to support local agriculture and healthy communities are components of the County Strategic Plan. These initiatives are in alignment with United State Department of Agriculture's mission and the funding made available through the Farm Bill, including the areas of: food and nutrition; food safety, including promoting the growing and access to healthy foods; agricultural product marketing and regulatory programs; rural development, including farm worker housing; education, including job training and resources for new farmers and green economy; and protecting natural resources and the environment through sustainable management.

Action:

- Secure Federal funding, through the Farm Bill and other avenues, to support County work to enhance the economic development of local farms and ranches, and coordinate food systems in the community to increase food access and public health; and
- Support legislation and proposals that enhance funding and resources to support an effective regulatory program for direct agricultural marketing at both the State and local levels.

Health

G10. Healthy Eating and Physical Activity Act

The Child Care and Development Services Act is enacted for, among other purposes, the purpose of providing a comprehensive, coordinated, and cost-effective system of child care and development services for children from infancy to 13 years of age and their parents, including a full range of supervision, health, and support services. Necessary legislation would establish standards with respect to nutrition and physical activity for early childhood education programs, infant care programs, and after school programs conducted under the Child Care and Development Services Act, and would express legislative intent to encourage all child care providers to implement educational programs for parents that provide physical activity and nutritional information relevant to the health of their children. It would strengthen early childhood education program requirements for physical activity, specify allowable beverages, and limit television time.

Action: Support legislative, regulatory and budgetary efforts at the local, state and national levels to:

- Create new nutritional and physical activity education for caregivers and families, and establish new standards for nutrition and physical activity for early childhood education programs;
- Promote physical education in schools, including sustained funding for physical education and enforcing compliance with state physical education code; and

- Encourage active transportation among students (e.g. walking, biking, or other human-powered methods), including sustained funding for safe routes to school efforts and the inclusion of public health impacts in the design and planning of communities.
- Encourage the establishment of an office of physical activity and health within the Centers for Disease Control and Prevention (CDC) as well as resources that allow the office to provide effective national leadership.

Health

G11. Workforce Development: Healthcare Reform and “Green” Jobs

Major legislative efforts have created an opportunity for local governments to support workforce development efforts that will benefit strengthened labor markets. In particular, healthcare reform and “green” technology have created such opportunities. The healthcare workforce of the future will be highly focused on prevention, care coordination, care process re-engineering, dissemination of best practices, team-based care, community-based care, continuous quality improvement, and the use of data to support new care delivery models. There is a shortage in most local labor markets of individuals to implement these models, even as we move toward a health care system based on effective care coordination and prevention.

Similarly, the emerging green economy requires a trained “green” workforce and AB 3018 (Nunez) was passed recognizing that this is a necessity. AB 3018 sets forth a plan to develop a green-trained work force but does not provide program funding, thus becoming an unfunded mandate. The training programs are available and desperately needed, but there is no funding appropriated for the program.

Action:

- Support legislation and local partnerships which would provide the support and training programs needed to meet the workforce demands that come with health care reform. Federal funding can be directed through existing programs, such as in the Department of Labor, and/or programs can be combined with funding in the Prevention and Public Health Fund;
- Advocate for state budget action to fund green-trained work force development;
- Advocate that Proposition 39 funds be utilized appropriately to train the workforce in this field; and
- Support regional efforts to submit applications to the Department of Health Care Services that would attract State funding for workforce development.

Health and Human

G12. Title IV-E Waiver Project

The Title IV-E Waiver has been a five-year project that provides an alternative way to fund foster care, beginning in late 2014. The Title IV-E Waiver Project provides stable and guaranteed federal funding for foster care payments and program administration and provides counties with the flexibility to use funds for upstream interventions and services that serve families with child welfare and probation cases. The objective of the Title IV-E Waiver has been to prevent children from entering foster care by maintaining them safely in their family home and to shorten the length of time children spend in foster care or have active probation cases. Children and youth are placed in foster care when their safety cannot be maintained in their own homes or when they are ordered into foster care due to acts of delinquency (probation). The IV-E Waiver Project has increased Federal revenue to Sonoma County by nearly \$14 million over five years, during the period of October 2014 – September 2019. The Board approved the County’s participation in the IV-E Waiver Project in September 2014.

The Sonoma County allocation was determined based on an average of actual IV-E expenditures during 2008-2012. Sonoma County costs for assistance have decreased in recent years. When the IV-E Waiver ends, Sonoma County will return to the model of receiving funding only for assistance costs, and lose the flexibility to fund preventative programs that have helped maintain children in family homes and shorten the time children

are in formal foster care.

All of the waiver interventions have had a positive impact on children and families. For example, the Sonoma County Family, Youth and Children Division implemented Safety Organized Practice to more accurately assess children's safety; a housing support program that provides at risk families with permanent housing; a parent mentor and parent orientation program that increases the support for parents to reunify with their children; and additional Social Worker IV positions in the Emergency Response program to provide more effective safety assessments when investigating allegations of abuse or neglect.

In working with the delinquency population, Probation has employed the Wraparound case management model to provide family-centered, individualized, strength-based services and interventions to youth and their families. Successful implementation of the model has yielded positive results, with more youth remaining in their family home, and fewer youth referred to congregate care or held in juvenile hall.

The Title IV-E Waiver Project is scheduled to end September 30, 2019, and there are currently efforts underway to extend the waiver for two additional years. The State Flexibility for Family First Prevention Services Act would extend the waiver long enough to allow counties to transition to the programs being implemented by the new Family First Prevention Services Act.

Action: Support legislative efforts that would:

- Extend the Title IV-E Waiver Project until September 30, 2021
- Support initiatives that allow Counties to access flexible block-grant funding to provide preventative services that keep families safely intact as well as services that shorten time spent in foster care
- Engage in multi-system collaboration to continue to serve the needs of and prevent commercial sexual exploitation of children

Human

G13. Limits of Liability for the Public Guardian

The Conservatorship Act of 2006 changed State law giving the court authority to order the Public Guardian to apply for conservatorship in situations that the court determined necessary. This change in the law increases the responsibilities of the Public Guardian and amounts to an unfunded mandate. In such cases, the county Public Guardian does not have any option but to comply with the Court. Additionally, the County and the Public Guardian are not immune from personal or civil liability arising from conservatorship duties.

Action: Support legislative efforts that would:

Allow the Public Guardian discretion to respond to the court by conducting an investigation into the appropriate case management for the conservatee; and
Limit liability for counties and for the Public Guardian; and
Provide a Federal and/or State funding stream for public guardian services.

Human

G14. Child Care, Programming, and Licensing

There has been a marked increase in the number of income eligible children/families waiting for a subsidized child care slot to become available in Sonoma County. The County and the Child Care Planning Council of Sonoma County are concerned about protecting funding for the After School Education and Safety Program Act of 2002 (Proposition 49) and 21st Century After-School Programs as these directly impact the quality of life for Sonoma County residents.

There is currently a shortfall of almost 9,700 child care spaces and almost 12,000 child care subsidies across all age groups in Sonoma County. There are significant shortages for infants and school age children. Family child care providers and child development centers continue to face regulatory barriers to expansion or new facilities development.

To help ensure health and safety compliance in local licensed child care programs, it is critical that the Department of Social Services Community Care Licensing (CCL) completes annual visits for inspection. In addition, it is imperative that CCL has staff members that are knowledgeable about child development and care provider engagement. AB 74 (Calderon) speaks to this and was vetoed on September 30, 2015, by Governor Brown who stated that “Increasing the frequency of these inspections is a worthy goal, but the cost of this change should be considered in the budget process.”

Action: Support legislation and budget action that would:

- Ensure continuity of child care for children and families;
- Preserve, protect and increase funding for subsidized and other government-funded child care;
- Reduce state regulatory barriers and increase opportunities for child care capacity expansion; and
- Ensure that CCL is adequately funded by the State, to provide reliable and meaningful services, as well as keeping parents informed about CCL functions and limitations.

Human

G15. Senior Transportation

Improving access to transportation resources for seniors and adults with disabilities has been identified as a high priority in the Sonoma County Area Agency on Aging (AAA) senior needs assessment. The AAA implemented a special initiative on senior transportation. Transportation is critical to seniors’ ability to access social and medical services that enable them to remain safely in their homes. Funding is needed to support and expand the current volunteer driver programs implemented by Sonoma County and to establish new ones throughout the County. Because public transit agencies must confront multiple priorities, it is vitally important that separate funding for senior transportation continue and expand. Additional funds could result in local grants for senior transportation alternatives and mobility management.

Action: Support funding and seek appropriations of \$1,000,000 to improve senior transportation services.

Human

G16. Legal Protections for Immigrant Residents and Unaccompanied Immigrant Minors

Approximately 8% of Sonoma County residents are undocumented immigrants. Undocumented immigrants are an important part of our community and the local economy, providing significant labor to the farming, construction, and production industries that are vital to Sonoma County. Studies have found that between 50-70% of agricultural workers are undocumented. Undocumented immigrants do not have adequate access to information and services to uphold their legal rights. In light of the prospect of changes to immigration laws and enforcement at the federal level, additional legal protections for immigrants and increased resources for the provision of legal services and deportation defense by public defenders and local nonprofit legal service organizations is even more critical.

Undocumented immigrants in our communities also include children and teens that often have fled from crises in their home countries without their parents or other family members. The United States has experienced an unprecedented wave of children traveling alone through Mexico and arriving at our southern border. The number of these children detained by the Department of Homeland Security has increased from an average of 6,500 per year prior to 2011 to 60,000 in 2016. Although mostly teenage boys in 2011, the number of girls, including pregnant and parenting teens, and younger children has steadily increased. Adequate Federal and State funding is needed for shelter, care and legal services to address this growing humanitarian crisis.

Action: Support legislative and budgetary efforts to:

- Enhance legal protections for undocumented immigrants;
- Increase funding for legal services and deportation defense, as in SB 6, which would expand State-funded legal services to undocumented adults, and AB 3, which would make grants available for nonprofits and public defenders offices to competently serve undocumented clients; and

- Address the growing number of unaccompanied children crossing the border, including increasing funds for immigration-related legal services, shelter and care.

Natural Resources

G17. Pesticide Regulatory Activity Funding and Early Pest Detection, Surveillance, and Management Programs

The costs of operating county programs are not being adequately funded in order for counties to provide the level of pesticide enforcement activities expected by the public. Specific public concern and attention is focused on air and water quality, worker safety, and endangered species.

County early pest detection, surveillance, and management programs are critical to Sonoma County, and the entire State, as a means of preventing the introduction and spread of exotic pests. These pests can range from Sudden Oak Death, Light Brown Apple Moth, European Grape Moth, Asian Citrus Psyllid, Diaprepes Root Weevil, and Glassy-Winged Sharpshooter, Marmorated Stink Bug, Spotted Wing Drosophila, to various noxious weeds and Vine Mealybugs. With an 80% reduction of funding to perform these activities, the State and counties have reduced or eliminated these programs, putting the program and entire State at risk. These programs are administered in conjunction with the California Department of Food and Agriculture and USDA.

Action: Support legislative and budget proposals that would:

- Fund a robust level of service at the county level, and obtain broad support for programs and funding for these programs at federal, state and local levels; and
- Provide resources for counties to perform early pest detection, surveillance, and management programs; and obtain broad support for programs and funding for these programs at federal, state, and local levels.

Ag Com with UCCE

G18. Drought Management in Agriculture and Urban Landscapes

The 2011-2015 drought in California is one of the worst in recent memory and 2014-2015 was the driest year on record. In January 2014, Governor Brown declared a state of emergency and many cities have issued mandatory or voluntary conservation orders of between 20-25%. Reducing water usage in the urban landscape is a critical part of meeting the desired conservation levels. Farmers have had to import water, purchase livestock feed, and reduce irrigation or dry-farm in order to stay in business, making farming less profitable.

Proper grazing systems can assist with improving ecosystem services provided on range and forest lands. Sonoma County is comprised of 50% range and forest lands which can contribute to sequestering carbon, capturing water, and other ecosystem services for public benefit.

The University of California Cooperative Extension (UCCE) conducts research and educational programs to help commercial crop and livestock producers in Sonoma County remain economically viable while facing the challenges of drought and climate change. More research needs to be conducted locally to evaluate methods for making the most of local water resources through increased irrigation efficiency; evaluation of drought tolerant crops, cultivars, and rootstocks; measuring production under non-irrigated conditions; and by evaluating cultural practices that help maintain soil moisture. Water conservation programs are also directed toward the urban gardener. UCCE has partnered with Sonoma Water and various cities to help urban users reduce their water use. UCCE has also partnered with Agricultural Preservation and Open Space District to develop an evaluation tool to document ecosystem services increased through conservation easements and proper rangeland management. These efforts work to address climate change in Sonoma County and could be implemented in other parts of California.

Action: Seek Federal and State appropriations for continued research and public education through UCCE and other appropriate County departments to address climate change, especially drought mitigation and sound water use, for public and ecological benefits.

PRMD with UCCE

G19. Ecosystem Services from Rangelands

Rangelands comprise the largest land mass of any other totalling 40% of the western states and 50% of the land mass in Sonoma County. Rangelands owners and managers are familiar with the economic value that rangelands provide – specifically grazing opportunities for livestock; however, this large land mass can provide so much more, thus the term ecosystem services. Having functioning ecosystem services relies on good soil health. Soil health is an assessment of how well soil performs all of its functions now and how those functions are being preserved for future use. Funding that addresses educational opportunities and research based projects would lead to increased soil health in California grazing lands and build the skillset of resource professionals and land owners/managers to incorporate soil health assessment tools into their management practices.

Promoting improved soil health in grazing lands through regional training sessions will increase awareness of practices that improve soil infiltration rates and water holding capacity to promote sustainable use of water resources. Educational opportunities will inform public, adults and youth, on the importance of managing these lands; and help direct future analysis of the effects of climate variability, drought, and management practices on the productivity of California grazing lands and the increase of ecosystem services. The importance of soil health in developing resilient ecological systems will demonstrate to policy makers and the public the importance of these services in addressing climate change.

Action:

- Seek Federal and State appropriations for continued research and public education through the University of California Cooperative Extension and other appropriate County departments to address climate change, especially increasing soil health on rangelands for public, private and ecological benefits; and
- Advocate for research opportunities that create a direct link to various environmental and agricultural activities that reduced greenhouse gas emissions in order to qualify for cap-and-trade and other funding sources. A study produced would assist with the creation of a framework for an ecosystem service decisions support matrix, which would provide tools for agricultural and rangeland owners to assess economic, social and policy impacts of increased ecosystem services on agricultural and range lands.

UCCE

G20. Habitat Conservation Plans and Other Efforts Necessary to Comply With the ESA's "Take" Prohibition

The Federal Endangered Species Act (ESA) prohibits "taking" any endangered species without specific authorization. Obtaining this authorization, whether through the ESA Section 7 process for projects with federal funding, a federal permit, or through Section 10 for other projects, typically involves an extensive conservation planning effort. Once "take" authorization is granted, significant financial commitments are required to implement conservation programs. The cost of the comprehensive conservation planning effort can make individual projects financially infeasible. Public funding sources for conservation planning efforts under the ESA are very limited.

Action: Support legislation that would make State and/or Federal funds available for comprehensive conservation planning efforts under the ESA.

PRMD with WA

G21. San Pablo Bay Ecosystem Restoration

The Water Resources Development Act (WRDA) 2007 authorized \$40 million for restoration projects in the San Pablo Bay watershed, but no appropriations have been allocated. There is a need for funding allocation in an appropriations bill. Existing authorization and future funding could possibly be utilized to offset costs for storage and wetland restoration for water reuse projects in the San Pablo Bay watershed.

Action: Support Sonoma Water efforts to obtain federal funding for the San Pablo Bay Ecosystem

Restoration effort.

WA

G22. Quagga/Zebra Mussel Statewide Fee and Inspection Program

The quagga and zebra mussels (collectively referred to as Dreissenids) are among the most devastating invasive species to invade North America fresh waters. The mussels create severe ecological and economic impacts because, once established, they can clog water intake and delivery pipes, infest hydropower equipment, adhere to boats and pilings, foul recreational beaches, and damage fisheries. Invasive Quagga mussels are present in several California lakes and represent a threat to water supply and fish hatchery operations at Lakes Sonoma and Mendocino; both lakes are susceptible to a mussel invasion because of the high amount of year round watercraft recreation traffic and the lack of mandatory inspection.

There is no effective eradication method and the cost to remove the mussels from water intake screens and pipes could have substantial costs. Prevention of contamination and spreading of mussels is an effective way to preserve an invasive-free waterway. Proper and thorough inspection is a necessary component in the ongoing effort to eliminate the spread of mussels. Dedicated permanent funding to support permanent staff and programs is necessary to effectively prevent infestation in local water supply facilities. The U.S. Army Corps of Engineers operates and manages the recreational functions of both lakes and their support and cooperation is essential for implementation of programs to prevent mussel infestation. To date, the Corps is not operating any mandatory inspection programs at either lake. The Corps has posted public outreach signs and is relying on voluntary, self-imposed inspections of watercrafts entering the reservoirs.

Action: Support Sonoma Water efforts to:

- Obtain increased Operations & Maintenance funding for the Corps to develop and implement a mandatory Boat Inspections Program at Lakes Sonoma and Mendocino for Invasive Species Eradication/Control;
- Support state legislation to increase funding levels from the Department of Boating and Waterways and make other improvements to the grant allocation process.

WA

G23. USDA/California County Cooperative Wildlife Services Program

Increased urbanization and suburbanization has led to a reduction and fragmentation of wildlife habitat. At the same time wildlife populations continue to expand because of reduced hunting, changes in animal protection status, and the loss of various control mechanisms. Conflicts between people and wildlife are all too frequent. Funding for United States Department of Agriculture's Wildlife Services (WS) program has traditionally been through a cooperative agreement between the federal, state and county governments. Since 2002, California Agricultural Commissioners have seen increasing costs from the California WS Program passed onto the counties due to limited or no increases to the Program budget. Additionally, WS contracts with California counties have been challenged based on their lack of compliance with the California Environmental Quality Act (CEQA).

Action:

- Support analysis of the current allocation formulas used to distribute available resources to states in the Wildlife Services Program;
- Advocate for the maintenance of the WS budget at least at the FY 2013 level, and to distribute any additional funding according to need;
- Support wildlife management tools and/or methods that have proven effective; and
- Support collaborative efforts to fund and complete CEQA documentation for all Wildlife Services in California.

Ag Weights and Measures

G24. Implement the Vital Lands Initiative

Sonoma County Ag + Open Space will complete the Vital Lands Initiative in early Spring 2019. The Vital Lands

Initiative is a comprehensive long term plan for conserving Sonoma County working and natural lands, which will build upon existing efforts, utilize the best available science and data, and integrate community and expert input. A foundational element of this planning process are high resolution maps which will enable targeting of acquisition and habitat restoration projects, resulting in more efficient utilization of taxpayer funds. Implementation of this plan will support the protection, restoration, and enhancement of biological diversity and open-space resources of regional importance; preservation of working landscapes; improvements in water quality, habitat, and other coastal resources; and natural resource-based climate mitigation and adaptation. Key partners in this effort include Resource Conservation Districts, agricultural landowners, local, state and federal agencies, non-governmental organizations (NGOs), and watershed groups.

Action: Support efforts to obtain funding for the implementation of the Sonoma Ag + Open Space Vital Lands Initiative. Continue to pursue funding via CA Greenhouse Gas Reduction Fund (GGRF) for agricultural land conservation (via Department of Conservation Sustainable Agricultural Lands Conservation Program) and watershed and forestland protection via a variety of agencies.

Pursue funding in Proposition 69, Measure AA Bay Program and Proposition 3 (should it pass in November) for:

- acquisition of conservation easements over high value conservation lands that are at risk of development, including agricultural, natural resource and scenic lands
- acquisition of fee lands (in partnership with recreational partners such as Sonoma County Regional Parks, California State Parks and local cities.
- Planning and implementation of riparian corridor protection strategies

APOS D

G25. Documentation and Analysis of the Multiple Benefits of Conservation

The Agricultural and Open Space District creates and maintains a variety of datasets and performs analyses to support the objective, science-based evaluation and prioritization of land protection and stewardship activities. Often, the data collected by the District for land conservation are valuable to other County agencies and partners for other uses. These data include recent countywide acquisition of LIDAR in collaboration with NASA, Sonoma Water (SCWA), Permit and Resource Management Department (PRMD) and other partners, the development of a Sonoma County Vegetation and Habitat map, mapping of carbon sequestration in natural and agricultural lands, and active participation with PRMD and SCWA and others on data and analyses on sea level rise and climate adaptation issues. Another District initiative *Healthy Lands and Healthy Economies* seeks to document the multiple benefits (including economic benefits) of conservation investments. This initiative is evaluating the benefits of keeping land in a working or natural state (“natural capital”) countywide as well as in specific geographies, including urban open space, riparian corridors, coastal and south county agricultural areas, the Sonoma Coast and Sonoma Mountain.

Action: Support Sonoma County Agricultural and Open Space District efforts to obtain funding to document and share the multiple benefits of conservation.

APOS D

G26. Agricultural & Open Space Center

The Board has supported the Agricultural and Open Space District General Manager’s request to explore an Agricultural & Open Space Center in an underserved area of Santa Rosa. The Center would provide a farm site for the District offices, which would reflect the District’s mission to protect agricultural lands, urban open space and natural resources. Programming – which would be achieved by others via a competitive proposal process – may include Farm to Institution programs, youth training, farmers markets, agricultural business incubators, community gardens, and education regarding the importance of agriculture and natural resource protection in Sonoma County. The Center would be funded by a combination of the following: 1) avoided District lease costs, 2) acquisition funding that is consistent with the District Expenditure Plan focused on agriculture, urban open space and natural resources, and 3) outside agency, foundation and major donor funding. The General Manager is tasked with bringing a detailed business plan to the Board that will include a budget, schedule, programming

and preliminary site criteria.

Action: Support Sonoma County Agricultural and Open Space District efforts to obtain funding for the planning and implementation of the Urban Farm Center.

APOSD

G27. Regional Parks Funding, Access, and Improvement

Sonoma County's robust financial strategy for growing Regional Parks requires securing grants from a variety of local, regional, state and federal sources. The stabilization of current funding grant sources and creation of new funding opportunities is key to the County's success in dramatically expanding the park and open space system and programs. Sonoma County is continually seeking funding to acquire and create access to priority open space and to also open thousands of acres of lands already purchased by the Agricultural Preservation and Open Space District. Creating public access is a high priority for public health, recreation, quality of life, and economic development in Sonoma County.

State Action:

- Support efforts to provide funding for the rehabilitation, development and capital improvements for local and state park improvements in order to enhance the active and passive recreational infrastructures in the State;
- Support the enactment of policies and encourage State funding opportunities to assist agencies in meeting sustainability objectives including energy and water efficiencies, active transportation enhancements, connectivity and mobility improvements and carbon sequestration through natural landscape management and protection;
- Support legislative and budgetary efforts to increase access opportunities for all Californians to physical activity, proper nutrition and healthy lifestyle options through the promotion of active transportation, complete street implementation, healthy foods, youth programming and maximizing the usage of green space in urban/suburban and rural settings for personal enjoyment;
- Support efforts to provide funding for habitat restoration, stream restoration, wildlife habitat protection, fuels reduction and invasive species management in order to accomplish key stewardship responsibilities in regional parks; and
- Oppose legislation that has a negative impact on the administration of park and recreation services and resource management including the sale of park lands and open space, relaxations of park dedication fee requirements and the imposition of regulatory or statutory requirements that provide no added protections or benefit to California's recreational consumer.

Federal Action:

- Support the reauthorization of the Land and Water Conservation Fund (LWCF) with full and permanent funding and support legislative efforts which would require a minimum of 40% of the annual LWCF appropriations allocated to the State Assistance Program. LWCF expired on September 30, 2015;
- Support legislation to strengthen and expand environmental education in classrooms by providing funds to encourage partnerships between school districts and parks, as well as other community based organizations;
- Support legislation to provide funding to states for the development of comprehensive strategies related to expanding environmental education through the school system and finding other means of getting kids and families more physically active in the outdoors;
- Support legislation that would expand the IRS definition of medical expenditures to include physical activity as preventative medicine;
- Support legislation that would dedicate funding for Active Transportation options, including trails and pedestrian projects primarily through the Transportation Alternatives Program (TAP), and the Recreational Trails Program (RTP);
- Support legislation that would provide local communities with low-cost loans to build networks of

- sidewalks, bikes lanes and paths, particularly in low income communities;
- Support legislation that would provide federal grants for park and recreation infrastructure in metropolitan areas; and
- Seek funding from the Community Development Block Grants (CDBG). CDBG is administered through the U.S. Department of Housing and Urban Development. These grants support local community development activities aimed at neighborhood revitalization, economic development, and improvement of community facilities, such as parks and recreation. Historically this program has provided up to \$100 million annually for park and recreation infrastructure.

Parks

G28. County Climate Action Initiatives

The County of Sonoma is dedicated to combating the impacts of climate change. The County, in coordination with the Sonoma County Transportation Authority, Sonoma Water, the Cities in Sonoma County, and non-profits such as the Center for Climate Protection, have established the Regional Climate Protection Authority (RCPA). The RCPA was conceived to strategically address the issues related to climate change regionally and to provide a coherent framework to harness the tools, resources, and energy needed to effectively implement climate change programs, measure success, and make course corrections. This model and the commitment of local municipalities has resulted in multiple program successes as recognized by the award of *Climate Action Champion* from the U.S. Department of Energy. A mechanism to aggregate state and local resources and funding into a performance based framework for the funding of impactful local government efforts is needed (like the Integrated Climate Funding Market / Integrated Community Resource Market concept as proposed to the California Public Utilities Commission and the California Energy Commission).

Action:

- Support legislation that aggregates both state and local resources into an *Integrated Climate Funding Market* model, using a performance-based approach, to expedite implementation, reduce administrative redundancies, optimize return on investment and achieve deeper savings;
- Support legislation and budget actions that support the continuation and expansion of the Sonoma County Regional Climate Protection Authority;
- Support legislation and budget actions that support the delivery of a center service point for the community;
- Support legislation that would improve accountability in allocation of utility public goods funds and ensure that local agencies have a voice in local allocation of these funds;
- Support legislation to develop community-scale greenhouse gas reduction programs that are eligible for an allocation of carbon value from the State's cap-and-trade program or other state or federal funding;
- Prioritize projects that reduce or prohibit development and vehicle miles traveled potential on conservation lands, open space, agriculture and working lands, and important watersheds;
- Promote new and innovative programs and projects that reduce or sequester greenhouse gases, including urban greening and land use planning;
- Advocate that any new State climate action mandates include full cost recovery by counties;
- Support budgetary action to fund local implementation of AB 32 (Nunez), SB 375 (Steinberg), and SB 350 (de León) requirements;
- Support focusing on parks and open space lands, as public natural resources, in the provision of offset credits; and
- Oppose efforts to redirect cap-and-trade revenues to unrelated budget program areas.

GS

Development Services

G29. Electric Vehicle Charging Infrastructure

On March 23, 2012, Governor Brown issued Executive Order B-16-12, which set a target of 1 million Plug-In Electric Vehicles (PEV) on the road by 2020, as well as 1.5 million PEV's on the road by 2025. Current grant funding opportunities for Electric Vehicle Charging Infrastructure have assisted in reducing the overall cost of the charging station hardware but have not been sufficient to meet the rate of growth required by the Governor's Executive Order B-16-12.

Funding is needed for the build out of public facility workplace charging infrastructure to finance the planning, installation, maintenance, and upgrade phases of the network lifecycle. Sonoma County's experience with the installation of the supporting infrastructure for charging stations has shown an average cost of over \$18,000 per station, which does not include the cost of the charging station hardware itself. We are estimating an average cost per station for infrastructure alone of between \$21,000 and \$23,000 per dual port charging station to meet the most recent revisions to the California Building Code.

Workplace charging infrastructure will enable local government to remain competitive in the employment market, and provide energy storage potential in the event of a long emergency, public facility demand management capability, and utility resources for grid stability and energy load management, accelerating the shift from fossil fuel to zero emission commuting. Sonoma County faces an additional hurdle related to increasing electric vehicle charging infrastructure. 40% of Sonoma County residents rent and building turnover and new construction rates are less than 2% each year, which results in extremely slow conversion to charge-ready residences. Workplace charging infrastructure would provide access to the many employees without home charging access.

Action: Support legislation that would:

- Support the build out of public facility workplace charging infrastructure and increase per charging station grant funding levels;
- Integrate public facility workplace charging infrastructure into emergency preparedness planning;
- Promote new and innovative programs and projects that integrate public facility workplace charging infrastructure into grid stability and energy load management planning;
- Support workplace charging incentives for public employees as a mechanism for local compliance with employee commute program requirements;
- Fund public facility workplace charging infrastructure; and
- Direct cap-and-trade revenues to the build out of public facility workplace charging infrastructure.

GS

G30. Transitioning Disadvantaged Communities to Alternative Fuel Technologies

Current grant funding available through Air Districts in California assists in reducing transportation related emissions in communities that meet the definition of a Disadvantaged Community. These communities are geographically defined by zip codes and receive a higher amount of funding than a community that is not within a designated zip code. Most of the funds available are to support alternative fuel technologies that reduce emissions such as plug-in hybrid electric, all electric, and hydrogen fuel cell vehicles. The additional amount of grant funding available for these communities fiscally justifies the transition to alternative fuel technologies over conventionally powered vehicles through a smaller vehicle procurement cost differential.

There are communities outside these areas that could transition if offered grant funding at the higher amounts that Disadvantaged Communities receive. The availability of the higher level of grant funding could also help prevent areas from becoming a designated Disadvantaged Community.

Action: Support legislation that would amend the definition of Disadvantaged Communities within the current

grant program and support other legislative and regulatory efforts to increase grant funding to enable more communities to transition to alternative fuel technologies.

GS

G31. Tax Incentives for Alternative Fuel Vehicles, Government Fleets and Infrastructure

Currently, the only way for a government fleet to take advantage of State and Federal tax incentives for alternative fuel vehicles is through a seller claiming the credit and then passing on a portion or all of the credit through a lower purchase price. There are a limited number of vehicle sellers that are willing or able to take advantage of this allowed process and pass on the credit savings to government fleets, especially in the case of larger quantity purchases. A simpler process and application of these incentives would help increase the number of government fleet vehicles being replaced with alternative fuel vehicles through a lower procurement cost.

Over the last five years, Congress has retroactively approved tax incentives for alternative fuels, vehicles, and infrastructure after they had already expired during the previous calendar year. The retroactive extensions create confusion and a lack of predictability for government and private transportation fleets to plan for and invest in alternative fuel technology and the infrastructure to support vehicles and equipment that utilize these technologies. Fleet purchases are based on a Total Cost of Ownership (TCO) that are calculated based on a utilization timeframe of between three and up to fifteen years into the future.

Stability and predictability are needed in federal policies to allow for efficient long-term planning and investment. A period of stable policies and incentives will result in permanent changes to the transportation market, making government support ultimately unnecessary. Without certainty on these incentives, the industry will decrease investments, resulting in job losses and higher fuel costs for consumers.

Action: Support legislative efforts to enable government fleets to benefit from State and Federal tax incentives for alternative fuel vehicles.

GS

Justice Services

G32. Gun and Replica Weapon Regulation

Sonoma County has long supported the view that preventing gun and community violence is critical to its goal of achieving a thriving and healthy community. Related to this, the use of lethal force against persons carrying replica weapons, such as copycat BB guns, is a significant threat to public safety and health. Often marketed as looking “just like the real thing,” these replica weapons can easily be used in crimes as tools of intimidation as well as be a significant contributing factor in officer-involved shootings.

On September 30, 2014, Governor Jerry Brown signed SB 199 (de León), which requires all airsoft guns to have brightly colored or transparent markings. The bill allows officers to more easily identify airsoft guns as imitation firearms instead of real guns in an effort to prevent officer-involved shootings based on a perceived safety threat.

Action: Support the expansion of sensible gun safety legislation, as well as additional legislation that will help prevent replica weapon tragedies, and other legislative efforts that will help prevent replica weapons triggering violence or being used to perpetrate violence.

CAO

Administrative Support & Fiscal Services

G33. Libraries Funding

Libraries are essential resources for all communities. The Sonoma County Library relies on property taxes and donations to fund services for all county residents. Services include, but are not limited to, maintaining, updating and expanding the size and quality of collections, acquiring and updating technology for public and staff use, operating an adult literacy program, and training volunteers to tutor individuals who lack basic reading ability.

Rising costs and reduced funding to the library system have caused a reduction in library services including shortened hours of operation at all branches. Despite improved property tax revenue estimates, current projections show that expenditures will continue to increase faster than available revenues for the future, which will likely result in further reductions to services. These projections do not include provision for existing backlogs of maintenance needs nor do they include provision for increasing hours of operation at any branches.

Action: Support legislative and budgetary efforts to provide resources for library services, including restoration of California Library Services Act funding.

CAO

G34. Elections Code

Currently, there is inconsistency in the laws that govern how elections officials manage election services for central committees. The Elections Code contains several detailed chapters governing the size, membership, and other attributes of Republican, Democratic, and other “central committees”. (See Elec. Code §§ 7200 *et seq.*, 7400 *et seq.*, 7650 *et seq.*, and 7700 *et seq.*) Further, Article II, section 5(c) of the California Constitution mandates that the Legislature “*shall provide for partisan elections for presidential candidates, and political party and party central committees*” without clarifying what is encompassed by the term “provide for”. For decades counties have interpreted these authorities to mean that the counties have the responsibility to conduct membership elections for central committees as part of their larger ballots, free of charge. Current case law, however, has indicated that political parties are actually private organizations. The California Supreme Court has held that taxpayer funds may not be used for activities that do not have a public benefit, which could include elections services for private organizations. Additionally, more recent Elections Code provisions offer several options for selecting central committee members, aside from the public ballot process. As a result, many jurisdictions would like to bill central committees that choose to use the larger ballot for the associated costs, just as cities, schools and special districts are billed.

Action: Support legislation that would add provisions to the applicable Divisions of the Elections Code to expressly authorize counties to bill the central committees for elections services.

CRA



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 43
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Fair & Exposition, Inc.

Staff Name and Phone Number:

Rebecca Bartling, 545-4218

Supervisorial District(s):

Title: 2019 Sonoma County Fairgrounds Budget

Recommended Actions:

Adopt a Resolution approving the 2019 Operating and Capital Improvements Budget and the 2019 Employee Position Allocation List, for Sonoma County Fair and Exposition, Inc.

Executive Summary:

Pursuant to Government Code 25905, the Board of Supervisors contracts with the Sonoma County Fair and Exposition, Inc. (Fair) to operate the Sonoma County Fair. The Board of Supervisors retains authority to approve and/or alter the budget of the Fair. The Fair Board of Directors request that the Sonoma County Board of Supervisors approve the 2019 annual budget, as adopted by the Fair Board of Directors on November 29, 2018.

2019 Budget Overview

The 2019 budget includes \$10.6 million in expenditures financed with \$10.3 million in revenues and \$300,000 in fund balance, which is a 5.2% increase over the prior year primarily due to increase in capital expenditures associated with necessary facility roof and heating system replacements. The budget projects a net operating surplus of \$379,361 prior to depreciation expense of \$700,000, and identifies capital improvement projects of \$679,500, funded by Fair funds.

Fund balance is budgeted to decrease \$300,139 in 2019, as compared to an increase of \$178,763 in 2018, a \$478,902 or 268% change, due primarily to a \$365,500 increase in spending on capital projects, and a \$113,402 decrease in net operating surplus.

Discussion:

Summary of Significant Budget Changes and Projections from Prior Year's Adopted Budget

Expenses by Category

- Salaries and Benefits increased \$46,871 (.9%)
 - Increase in State minimum wage affecting seasonal workers.

- Changes to employer-paid healthcare premiums.
 - Scheduled merit and projected COLA increases for existing staff.
 - There are no changes to the 30.75 Full Time Equivalent allocations
2. Services and Supplies increased \$115,071 (2.7%)
- Increase in Racing & Satellite wagering expense, due to increases in contracted security costs, race track equipment and supplies, and a projected increase in off-site stabling costs for race horses \$34,000.
 - Increase in Administration expenses as a result of Professional Services \$62,000, primarily due to:
 - Increase in allocated earthquake insurance cost to Grace Pavilion and Hall of Flowers buildings \$21,000.
 - Increase in legal fees associated with renovation of Fairgrounds underutilized assets, anticipated future contracting amendments with Federal Emergency Management Agency for transitional housing rentals in RV Park, legal support for claims against the Fairgrounds, and on-going legal support for operations. \$26,000.
 - Increase in Computer Support for software updates \$15,000.
 - Increase in Fair Attendance expenses, due to increases in contracted security costs \$29,000, offset by decreases to Interim Events and Maintenance expenses associated with the winding-down of Federal Emergency Management Agency (FEMA) transitional housing rentals in RV Park (14,000).
3. Capital Expenditures increased \$365,500 (116.4%)
- The budgeted 2019 Capital Expenditures include the replacement of the roof on Grace Pavilion, which was deferred for two years \$300,000.

Revenue (Sources)

1. Use of Fund Balance increased \$478,902 (267.9%)
- Decrease in overall Fairgrounds net revenue (\$103,402)
 - Increase in Capital Expenditures \$365,000
2. Fees and Charges for Services Increased \$48,540 (.5%)
- Increase in Fair carnival and concession revenues, reflecting the upward trend of these revenue sources, over prior years \$86,300.
 - Decrease in Fair Admissions revenue. Admissions are still budgeted to be affected, as the County continues to recover from the October 2017 Sonoma County Firestorms (\$35,800).
 - Decrease in RV Park revenue, due to winding-down of FEMA use (\$115,750), offset by projected increases to building rental and concession income \$118,950.

Other Budget and Financial information

For a third year in 2019, the Sonoma County Fair will run for 11 days. The Fair will begin on August 1 and ending on August 11. The race meet will again run concurrent to the fair.

The 2019 Fairgrounds recommended budget assumes \$50,000 in Community Investment Fund grant awards to finance advertising expenses associated with the County Fair \$40,000 and Harvest Fair \$10,000. Should award funding not be available in 2019, the Fair may elect to reduce advertising expenses and/or cover these costs with available fund balance.

2018 Financial Overview

2018 pre-depreciation revenue is projected to exceed that of 2017 by \$590,000.

Projected 2018 Interim Department revenue exceeds 2017 actuals by \$1,014,000, due primarily to 2018 FEMA revenues of \$1,500,000, partially offset by a reduction in facility rental charges associated with CalFire's use of part of the facility during the 2017 fire storm \$283,000.

2018 Annual County Fair revenue decreased \$203,000 from 2017, primarily due to a \$350,000 decrease in horse racing revenue from a three day shorter meet, offset by an increase in Admission revenue, primarily due to an increase in ticket prices \$101,000.

Sales at the Junior Livestock sale set another record at \$1,647,000, up by \$63,000 from 2017. The Fairgrounds was able to fund working capital from the Junior Livestock sale without short-term borrowing from the County Treasurer. In 2017, the Fairgrounds borrowed \$900,000 by way of a County Treasury 90-day Note to fund working capital from the sale, which was subsequently repaid by the maturity date

Capital Improvement Project list

The Capital Improvement Project list is shown as Attachment #3. Major expenditures include replacing the leaking roof in Grace Pavilion \$300,000 which was budgeted in 2017 but was been deferred due to funding restrictions, and the leaking roof and obsolete heating, ventilation, and air conditioning systems in the Finley building \$165,000. Safety-related expenditures include repairing deteriorating asphalt \$50,000, and doors in Grace Pavilion \$22,000.

Position Allocation List

Please see Attachment #4 for the listing to be approved. There are no requested changes to the existing Allocation List consisting of 30.75 full time equivalent employees.

Strategic Objectives

Programming and facility enhancements will continue to be implemented for the Sonoma County Fair with a continued focus on entertainment that appeals to the broad demographics of Sonoma County; resulting in increased attendance, revenues and community appeal.

Sonoma County Fair & Exposition, Inc. will continue to be good stewards of the fairgrounds properties, through the profitable operation of the fairgrounds while emphasizing agricultural education and community involvement, both of which are core to the Fair's mission.

Prior Board Actions:

The Board Approves the Fair budget annually.

Strategic Plan Alignment Economic and Environmental Stewardship			
The Sonoma County Fair provides economic and environmental stewardship by promoting and showcasing local and statewide agricultural and livestock industries.			
Fiscal Summary			
	2018 Adopted	2018 Projected	2019 Projected
Expenditures			
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
The Sonoma County Fair budget total expenses, revenues, and fund balance use for calendar year 2019 are \$10,609,450.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
No change from prior adopted budgets.			
Attachments:			
Attachment #1 Board Resolution Attachment #2 Financial Summary Attachment #3 Capital Improvement Budget			

Attachment #4 Sonoma County Fairgrounds Position Allocation List
Attachment #5 Fair 2019 Budget as Approved by Fair Board
Attachment #6 Powerpoint Presentation

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



County of Sonoma
State of California

Date: January 29, 2019

Item Number: _____

Resolution Number: _____

4/5 Vote Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPTING THE 2019 OPERATING AND CAPITAL IMPROVEMENT BUDGETS AND APPROVING THE COUNTY EMPLOYEE POSITION ALLOCATION LIST FOR SONOMA COUNTY FAIR AND EXPOSITION, INC.

Whereas, The 2019 Operating Budget, the 2019 Capital Improvements Budget and the County Employee Position Allocation list for Sonoma County Fair and Exposition, Inc. requires adoption/approval by the Board of Supervisors; and,

Whereas, The Sonoma County Fair Board of Directors recommends that the 2019 Operating and Capital Improvement budgets be adopted and the County Employee Position allocation List be approved; and,

Whereas, the Sonoma County Board of Supervisors, after giving appropriate public notice held a public hearing on the 2019 Sonoma County Fair and Exposition, Inc. budgets and County Employee Position Allocation list on January 29, 2019.

Now, Therefore, Be It Resolved, that the Board of Supervisors adopts the 2019 Sonoma County Fair and Exposition, Inc. Operating and Capital Improvement budgets and approves the 2019 County Employee Position Allocation List as submitted.

Supervisors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbit:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

FAIRGROUNDS 2019 FINANCIAL SUMMARY

Expenditures by Program Area

	Calendar Year 2017 Actuals	Calendar Year 2018 Adopted Budget	Calendar Year 2019 Recommended Budget	Change from 2018 Adopted	% Change from 2018 Adopted
County Fair	2,653,878	2,627,470.0	2,707,196	79,726.1	3.0
Horse Racing/Satellite Wagering	1,462,782	1,235,338.0	1,244,569	9,231.0	0.7
Admin/Debt Service/Cap. Imp.	2,633,997	1,792,496.0	2,176,525	384,029.0	21.4
Interim Events	1,802,737	1,993,789.0	1,932,975	(60,814.1)	(3.1)
Maintenance	2,447,241	2,432,915.0	2,548,185	115,270.3	4.7
Total Expenditures by Program	11,000,634	10,082,008	10,609,450.3	527,442	5.2

Permanent Positions by Program Area

	Calendar Year 2017 Actuals	Calendar Year 2018 Adopted Budget	Calendar Year 2019 Recommended Budget	Change from 2018 Adopted	% Change from 2018 Adopted
County Fair	2.00	2.00	2.00	0	-
Horse Racing/Satellite Wagering	1.75	1.75	1.75	0	-
Admin/Debt Service/Cap. Imp.	6.00	6.00	6.00	0	-
Interim Events	10.00	10.00	10.00	0	-
Maintenance	11.00	11.00	11.00	0	-
Total Permanent Positions	30.75	30.75	30.75	0	-

Department Budget Details

	Calendar Year 2017 Actuals	Calendar Year 2018 Adopted Budget	Calendar Year 2019 Recommended Budget	Change from 2018 Adopted	% Change from 2018 Adopted
Expenditures by Character					
Salaries and Benefits	5,540,169.19	5,466,345.0	5,513,216.26	46,871.3	0.9
Services and Supplies	4,504,362.21	4,301,663.0	4,416,734.00	115,071.0	2.7
Capital Expenditures	956,103.00	314,000.0	679,500.00	365,500.0	116.4
Other Expenses	-	-	-	-	-
Transfers within the County	-	-	-	-	-
Total Expenditures by Character	11,000,634	10,082,008	10,609,450.3	527,442	5.2

Revenues/Reimbursements/Use of Fund Balance (Sources)

General Fund Contribution	-	-	-	-	-
Fees and Charges for Services	10,532,360.0	10,260,771.0	10,309,311.0	48,540.0	0.5
State, Federal, & Other Govt. Revenue	-	-	-	-	-
Other Departmental Revenue	549,026.2	-	-	-	-
Use of Fund Balance	(80,751.8)	(178,763.0)	300,139.3	478,902.3	(267.9)
Reimbursements	-	-	-	-	-
Total Revenues/Use of Fund Balance	11,000,634	10,082,008	10,609,450.3	527,442	5.2

Sonoma County Fair
 Capital Projects
 Budget Worksheet

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

	<u>Project Estimate</u>	<u>Fair Funds</u>
<u>Other Projects - Internal Funding</u>		
Grace Pavilion Roof	\$300,000	\$300,000
Grace Pavilion Doors	\$17,000	\$17,000
Grace Pavilion Rollup Door	\$15,000	\$15,000
RV Improvements	\$50,000	\$50,000
Finley Roof and Evaporative Coolers	\$165,000	\$165,000
Replacement Equipment	\$30,000	\$30,000
Asphalt	\$50,000	\$50,000
Brookwood Automatic Gate	\$7,500	\$7,500
New Computer Server	\$15,000	\$15,000
ADA Golf Cart	\$15,000	\$15,000
Subtotal	<u>\$664,500</u>	<u>\$664,500</u>
Capital Improvement Total	<u><u>\$664,500</u></u>	<u><u>\$664,500</u></u>

	<u>Project Estimate</u>	<u>Fair Funds</u>
Equipment/Soft Goods Purchases over \$5,000		
Interim equipment (tables, chairs, other)	\$15,000	\$15,000
Equipment Purchase Total	<u><u>\$15,000</u></u>	<u><u>\$15,000</u></u>

Total Capital Project Budget	<u><u>\$679,500</u></u>	<u><u>\$679,500</u></u>
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**Sonoma County Fair & Exposition, Inc. - Position Allocation List
2019 Budgeted Positions - County Employees**

Title	JC	Adopted 2018 (Including Vacant)	Changes 2019	Proposed 2019 (Including Vacant)	Vacant	Narrative	Proposed 2019 (Less Projected Vacant)
SENIOR OFFICE ASSISTANT	0003	1.00		1.00			1.00
SECRETARY	0023	1.00		1.00			1.00
SECRETARY	0023	1.00		1.00			1.00
STOREKEEPER	0311	1.00		1.00	1.00	Not budgeted to fill 2019	
ACCOUNTING TECHNICIAN	0404	1.00		1.00	1.00		
ACCOUNTING TECHNICIAN	0404	1.00		1.00			1.00
SIMULCAST ATTENDANT	0742	0.75		0.75	0.75	Not budgeted to fill 2019	
SENIOR SIMULCAST ATTENDANT	0743	1.00		1.00			1.00
FAIRGROUNDS MAINTENANCE WORKER	0748	1.00		1.00	1.00	Budgeted to fill 2019	1.00
FAIRGROUNDS MAINTENANCE WORKER	0748	1.00		1.00	1.00	Not budgeted to fill 2019	
FAIRGROUNDS MAINTENANCE WORKER	0748	1.00		1.00			1.00
FAIRGROUNDS MAINTENANCE WORKER	0748	1.00		1.00			1.00
SENIOR FAIRGROUNDS MAINTENANCE WORKER	0749						
SENIOR FAIRGROUNDS MAINTENANCE WORKER	0749	1.00		1.00			1.00
SENIOR FAIRGROUNDS MAINTENANCE WORKER	0749	1.00		1.00			1.00
SENIOR FAIRGROUNDS MAINTENANCE WORKER	0749	1.00		1.00			1.00
SENIOR FAIRGROUNDS MAINTENANCE WORKER	0749	1.00		1.00			1.00
SENIOR FAIRGROUNDS MAINTENANCE WORKER	0749	1.00		1.00			1.00
SENIOR FAIRGROUNDS MAINTENANCE WORKER	0749	1.00		1.00			1.00
SENIOR FAIRGROUNDS MAINTENANCE WORKER	0749	1.00		1.00			1.00
FAIR MANAGER	0750	1.00		1.00			1.00
DEPUTY FAIR MANAGER	0755	1.00		1.00			1.00
INTERIM EVENTS COORDINATOR	0756	1.00		1.00			1.00
FAIRGROUND PREMIUM EXHIBIT ASSISTANT	0757	1.00		1.00			1.00
PREMIUM AND EXHIBIT COORDINATOR	0758	1.00		1.00			1.00
MARKETING AND PROMOTIONS COORDINATOR	0759	1.00		1.00			1.00
FAIR FINANCIAL SERVICES OFFICER	0761	1.00		1.00			1.00
HEAVY EQUIPMENT TECHNICIAN	5226	1.00		1.00			1.00
BUILDING MECHANIC II	5335	1.00		1.00			1.00
BUILDING MECHANIC II	5335	1.00		1.00			1.00
BUILDING MECHANIC II	5335	1.00		1.00			1.00
BUILDING MECHANIC II	5335	1.00		1.00			1.00
FAIR GROUNDS BUILDING SUPERINTENDENT	5355	1.00		1.00			1.00
		30.75		30.75	4.75		27.00

Sonoma County Fair & Exposition, Inc
Income Statement

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Operating Revenue					
Fair (less JLA)	6,825,603	6,425,050	6,245,799	6,222,141	6,344,353
Interim	2,649,689	3,382,323	3,491,100	4,396,618	3,494,300
Satellite Wagering	411,189	379,410	373,372	377,470	369,800
Harvest Fair	134,189	136,868	132,000	132,000	74,358
Miscellaneous Non-Fair	40,962	152,287	18,500	33,056	26,500
Prior Year Revenue Adjustments	178	56,422	0	27,150	0
Total Operating Revenue	10,061,810	10,532,360	10,260,771	11,188,436	10,309,311
Operating Expense					
Administration	1,427,464	1,665,394	1,462,496	1,481,312	1,497,025
Maintenance	2,224,519	2,447,241	2,432,915	2,426,701	2,548,185
Fair	4,073,703	3,764,108	3,525,743	3,470,896	3,607,409
Interim	1,842,713	1,732,235	1,930,889	1,959,968	1,858,617
Satellite Wagering	373,399	352,552	337,065	378,239	344,356
Harvest Fair	86,041	111,169	105,900	117,357	74,358
Harvest Fair Allocated Expenses	(30,700)	(40,667)	(43,000)	(43,000)	0
Prior Year Expense Adjustments & Other Expenses	(13)	279,084	0	69,902	0
Other - Interest Expense	12,190	12,500	16,000	8,000	0
Total Operating Expense	10,009,315	10,323,616	9,768,008	9,869,375	9,929,950
Operating Income (Loss)	52,495	208,744	492,763	1,319,061	379,361
Other Operating Revenue (Net)	(67,126)	680	0	29,569	0
Capital Contributions	208,048	549,026	0	0	0
Net Income (Loss) Not Incl Depreciation	193,417	758,451	492,763	1,348,631	379,361
Net Income (Loss) Not Incl Depreciation	193,417	758,451	492,763	1,348,631	379,361

Sonoma County Fair & Exposition, Inc
Revenue Summary

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Fair Revenue					
Admissions	1,694,535	1,499,502	1,719,832	1,612,281	1,683,947
Commercial Space	425,600	398,177	410,000	403,719	413,900
Carnival	688,470	722,179	714,304	738,496	739,000
Concessions	1,177,851	1,114,556	1,108,091	1,163,306	1,169,700
Exhibits	89,953	88,415	86,400	88,194	85,000
Racing	1,638,429	1,416,845	1,026,522	1,066,380	1,043,300
Attractions	170,482	186,820	175,540	189,549	197,000
VIP Tent	36,798	30,252	30,252	29,100	29,100
Sponsorships	349,608	463,515	400,500	404,260	420,500
Parking	460,233	427,986	509,498	459,304	490,156
Miscellaneous	93,644	76,802	64,860	67,552	72,750
Total Fair	6,825,603	6,425,050	6,245,799	6,222,141	6,344,353
Interim Revenue					
Building Rental	501,558	824,271	600,850	606,209	618,050
Facility Rental	302,157	276,925	245,250	248,774	258,000
Long Term Rentals	100,131	102,477	108,000	90,395	113,000
RV Park	426,188	825,547	1,135,000	1,964,861	1,019,250
Equipment Rental	143,142	160,687	170,000	171,191	172,000
Parking Revenues	376,354	374,209	400,000	395,052	401,000
Utility Reimbursement	6,283	5,282	4,500	3,057	4,500
Costs Recovered	73,366	81,479	70,000	84,814	70,000
Concessions	517,531	475,476	534,000	571,911	590,000
Other Revenues	202,979	255,969	223,500	260,355	248,500
Total Interim	2,649,689	3,382,323	3,491,100	4,396,618	3,494,300
Satellite Wagering	411,189	379,410	373,372	377,470	369,800
Harvest Fair	134,189	136,868	132,000	132,000	74,358
Miscellaneous Non-Fair	40,962	152,287	18,500	33,056	26,500
Prior Year Rev	178	56,422	0	27,150	0
Operating Revenue	10,061,810	10,532,360	10,260,771	11,188,436	10,309,311
Capital Contribution	208,048	549,026	0	0	0
Total Revenue	10,269,858	11,081,386	10,260,771	11,188,436	10,309,311

**Sonoma County Fair & Exposition, Inc
Revenue Summary**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Revenues by Program					
County Fair		5,008,204	5,219,277		5,301,053
Horse Racing Satellite Wagering		1,796,256	1,399,894		1,413,100
Interim Events		3,727,900	3,641,600		3,595,158
Fund Balance		(80,752)	(178,763)		300,139
Grants		549,026	0		0
Total Program Revenue		11,000,634	10,082,008		10,609,450
Revenues by Category					
Use/(Source) of Fund Balance		(80,752)	(178,763)		300,139
Charges for Services		10,532,360	10,260,771		10,309,311
Other Financing Sources		549,026	0		0
Total Revenue by Category		11,000,634	10,082,008		10,609,450

**Sonoma County Fair & Exposition, Inc
Expense Summary**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Fair Expense					
Publicity	351,902	321,628	345,132	323,199	337,602
Attendance	507,688	396,716	391,359	404,898	429,848
Premiums	295,644	295,034	279,350	263,177	272,050
Hall of Flowers	214,025	220,460	195,744	190,756	222,902
Exhibits	692,348	505,757	590,261	578,542	601,687
Miscellaneous Fair	186,079	174,788	193,481	154,246	197,719
Racing	1,148,840	1,110,230	898,273	918,943	900,213
Attractions	677,179	739,494	632,143	637,136	645,388
	4,073,703	3,764,108	3,525,743	3,470,896	3,607,409
Total Fair Interim	1,842,713	1,732,235	1,930,889	1,959,968	1,858,617
Satellite Wagering	373,399	352,552	337,065	378,239	344,356
Harvest Fair	86,041	111,169	105,900	117,357	74,358
Harvest Fair Allocated Expenses	(30,700)	(40,667)	(43,000)	(43,000)	0
Administration	1,427,464	1,665,394	1,462,496	1,481,312	1,497,025
Maintenance	2,224,519	2,447,241	2,432,915	2,426,701	2,548,185
Prior Year Operating Expense Adjustment	(13)	279,084	0	69,902	0
Other - Interest Expense	12,190	12,500	16,000	8,000	0
Total Operating Expense	10,009,315	10,323,616	9,768,008	9,869,375	9,929,950

**Sonoma County Fair & Exposition, Inc
Expense Summary**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Expenses by Program					
County Fair		2,653,878	2,627,470		2,707,196
Maintenance		2,447,241	2,432,915		2,548,185
Admin	\$1,665,394			\$1,497,025	
Other	\$12,500			\$0	
Capital Purchases	\$956,103			\$679,500	
Debt Service	\$0			\$0	
Admin/Debt Service/Capital		2,633,997	1,792,496		2,176,525
Interim Events		1,802,737	1,993,789		1,932,975
Horse Racing Satellite Wagering		1,462,782	1,235,338		1,244,569
		<u>11,000,634</u>	<u>10,082,008</u>		<u>10,609,450</u>
Expenses by Category					
Salaries & Benefits		5,540,169	5,466,345		5,513,216
Services & Supplies		4,504,362	4,301,663		4,416,734
Capital Expenditures		956,103	314,000		679,500
Other Financing Uses		0	0		0
Total Expenses by Category		<u>11,000,634</u>	<u>10,082,008</u>		<u>10,609,450</u>

**Sonoma County Fair
Fair Revenues (Racing On Racing Page)
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #		Actual	Actual	Annual	Projected	Annual
		YTD	YTD	Budget		Budget
		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
Admissions Revenue						
Fair Admission - Full Price						
41010-30-10	Fair Admission	1,196,490	1,120,764	1,242,226	1,222,458	1,236,034
	Total Fair Admissions - Full Price	1,196,490	1,120,764	1,242,226	1,222,458	1,236,034
Fair Admission - Discount						
41011-30-10	Admissions Prior Year	0	0	0	0	
41020-30-10	Discounted Fair Admissions	457,405	378,739	426,646	389,823	384,476
41021-30-10	Discount Racing Patrons	40,640	0	50,960	0	63,437
	Total Fair Admissions - Discount	498,045	378,739	477,606	389,823	447,913
	Total Fair Admissions Revenue	1,694,535	1,499,502	1,719,832	1,612,281	1,683,947
Commercial Space Revenue						
41500-50-10	Indoor Commercial Space	328,540	327,323	340,000	291,750	298,900
41600-50-10	Outside Commercial Space	97,060	70,855	70,000	111,969	115,000
	Total Commercial Space	425,600	398,177	410,000	403,719	413,900
42100-50-10	Carnival Revenue	688,470	722,179	714,304	738,496	739,000
Food Concession Revenue						
42200-50-10	Food Concessions	689,184	614,341	614,341	612,475	615,000
42210-50-10	Food Voucher Concessions	(630)	(237)	(250)	(340)	
	Total Food Concession Revenue	688,554	614,104	614,091	612,135	615,000
Alcohol Concessions						
42300-50-10	Alcohol Concessions	462,719	500,027	494,000	541,456	545,000
42400-50-10	Other Concessions	26,578	425	0	9,716	9,700
	Total Alcohol Concessions	489,297	500,452	494,000	551,171	554,700
	Total Food and Alcohol Concessions	1,177,851	1,114,556	1,108,091	1,163,306	1,169,700
	Total Admissions Revenue	3,986,456	3,734,415	3,952,227	3,917,802	4,006,547
Exhibits Revenue						
43100-50-10	Entry Fees	48,229	48,738	50,000	45,331	45,000

**Sonoma County Fair
Fair Revenues (Racing On Racing Page)
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #		Actual	Actual	Annual	Projected	Annual
		YTD	YTD	Budget		Budget
		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
Donated & Sponsored Awards						
43300-50-10	Sponsored Awards	19,625	19,905	18,000	20,696	19,000
46510-50-10	Friends of Fair	0	0	0	0	
47815-50-10	Exhibits Sponsorships	0	0	0	0	
Total Donated & Sponsored Awards		19,625	19,905	18,000	20,696	19,000
Exhibits						
46500-50-10	Flower Show Preview Tickets	21,060	17,460	17,000	20,300	20,000
43400-50-10	Rodeo Queen	400	650	500	0	0
47601-50-10	Sale of Birds and Small Animals	0	0	0	0	0
47602-50-10	Other Exhibits Rev-milk sales/golf carts	0	400	400	0	0
47700-51-10	Art Sale	639	1,262	500	1,867	1,000
		22,099	19,772	18,400	22,167	21,000
					0	
Total Exhibits		89,953	88,415	86,400	88,194	85,000
Attractions/Admissions Revenue						
46100-80-10	Rodeo	0	0	0	0	
					0	
46160-80-10	Destruction Derby	0	0	0	0	
					0	
46150-80-10	Chris Beck Paid Shows	131,615	138,540	138,540	132,632	140,000
47822-80-10	Community Stage Food & Beverage	4,843	10,779	0		
47821-80-10	Other Attractions Revenue	15,317	37,501	37,000	56,917	57,000
Total Attractions		151,776	186,820	175,540	189,549	197,000
47200-50-10	Novelties	0	0	0	0	0
48810-80-10	Cost Recovered - Attractions	18,707	0	0	0	0
Total Attractions/Admission Revenue		170,482	186,820	175,540	189,549	197,000
Parking Revenue						
47110-30-10	Fair Parking	441,748	410,776	492,348	440,607	471,406
47111-30-10	Vets Lot Parking	0	0	0	0	

**Sonoma County Fair
Fair Revenues (Racing On Racing Page)
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
47120-30-10	Fair Preferred Parking	9,630	8,730	8,750	8,460	8,500
47130-30-10	Fair Exhibitor Credential Parking	8,855	8,480	8,400	10,237	10,250
	Total Parking Revenue	460,233	427,986	509,498	459,304	490,156
47825-90-10	VIP Tent	36,798	30,252	30,252	29,100	29,100
46400-80-10	Rodeo Sponsorship	0	0	0	0	
47800-90-10	Sponsorships Revenue	348,758	463,015	400,000	403,760	420,000
47810-90-10	County Exhibit Sponsorships	0	0	0	0	
47813-51-10	Sustainable Sponsorships	0	0	0	0	
47813-90-10	Sustainable Exhibit Sponsorships	0	0	0	0	
47820-80/90-10	Farmer's Day Sponsorships	850	500	500	500	500
	Total Sponsorship Revenue	349,608	463,515	400,500	404,260	420,500
Miscellaneous Fair Revenue						
46330-80-10	Fair Merchandise	1,100	2,043	500	327	500
47500-20-10	Advertising Revenues	12,763	8,888	8,500	6,700	6,500
47710-90-10	Golf Cart Fees	2,000	2,375	2,400	2,750	2,750
47700-90-10	Fair Special Events	0	0	0	0	
48520-10-10	Other (Insurance Reimbursement)	2,280	1,525	1,525	1,835	1,800
	Total Other	17,043	12,788	12,425	11,285	11,050
48240-10-10	Trailer & RV Parking Fees	50,196	44,520	34,935	40,710	46,200
47823-80-10	Ticket Convenience Fees	0	0	0	0	
48880-10-10	ATM Fees Earned Fairtime	25,306	17,451	17,000	15,230	15,000
	Total Miscellaneous Fair Revenue	93,644	76,802	64,860	67,552	72,750
					0	
	Total Fair Revenue	5,187,175	5,008,204	5,219,277	5,155,762	5,301,053

**Sonoma County Fair
Publicity Expense
Budget Worksheet**

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
50013-20-10	Salaries & Wages Temp. - Overtime	1,075	0	0	1,766	
50020-20-10	Salaries & Wages Temporary	37,325	40,973	10,000	20,930	51,000
	Total Salaries & Wages - Temporary:	38,399	40,973	10,000	22,697	51,000
Payroll Taxes						
55070-20-10	Unemployment Insurance Publicity	843	889	602	872	3,070
55000-20-10	FICA/Medicare	2,938	3,134	765	1,736	3,902
	Total Payroll Taxes	3,780	4,024	1,367	2,609	6,972
Employee Benefits - Employer's Share						
55080-20-10	Sick Pay - Temporary	0	0	500	0	0
Worker's Compensation Insurance						
55020-20-10	Workers Comp Insurance	1,621	1,690	465	936	1,030
	Total Workers Compensation Insurance:	1,621	1,690	465	936	1,030
	Total Wages & Benefits	43,801	46,686	12,332	26,241	59,002
Professional Services (Contractual)						
56000-20-10	Contract Services - Puplicity	6,225	1,827	37,000	30,000	4,000
56001-20-10	Contract Services - Publicity TT	0	0	0	0	0
65060-20-10	Agency Services-Graphics	4,028	3,358	5,000	152	0
	Total Professional Contract Services	10,253	5,185	42,000	30,152	4,000
Supplies and Expense						
62010-20-10	Postage	0	0	0	0	0
62030-20-10	Supplies - Publicity	5,261	583	2,500	1,030	1,100
62031-20-10	Office Supplies	1,125	945	1,500	0	500
62034-20-10	Supplies - Publicity	2,415	2,898	3,500	3,362	3,500
65065-20-10	Sponsorship Expenses	11,810	3,142	12,000	10,127	8,000

**Sonoma County Fair
Publicity Expense
Budget Worksheet**

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
73030-20-10	Special Repairs & Equipment	500	0	500	0	0
	Total Supplies & Expense	21,112	7,568	20,000	14,519	13,100
Advertising						
62032-20-10	Advertising - Funbook	1,731	2,000	2,000	3,085	3,000
65010-20-10	Media - Radio	54,646	52,454	60,000	49,972	45,000
65015-20-10	Media - Television	0	0	0	0	0
65020-20-10	Media - Print	29,372	30,295	30,000	36,544	35,000
65025-20-10	Media - Outdoor	16,819	12,389	15,000	12,819	13,000
65030-20-10	Multi-Media Advertising	29,452	34,111	30,000	25,280	35,000
65035-20-10	Public Relations	300	0	300	0	0
65040-20-10	Media - Production	7,154	6,400	7,000	6,300	7,000
65050-20-10	Poster Art & Production	463	463	500	506	500
65055-20-10	Schedule of Events	8,462	3,943	5,000	3,954	4,000
65075-20-10	Newsletter	0	0	0	0	0
65078-20-10	Pre-Fair Events - Publicity	9,122	9,729	8,500	8,185	8,500
65080-20-10	Fair Guide	59,912	59,204	60,000	56,194	56,000
65085-20-10	Website	4,303	6,628	7,500	4,477	9,500
	Total Advertising	221,737	217,615	225,800	207,316	216,500
Other VIP Patio - Directors' Room						
65070-20-10	Directors Room	55,000	44,574	45,000	44,970	45,000
	Total Other VIP Patio - Directors' Room	55,000	44,574	45,000	44,970	45,000
	Total Publicity Expense	351,902	321,628	345,132	323,199	337,602

**Sonoma County Fair
Attendance Operations Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
Wages and Benefits						
Salaries and Wages - Temporary						
50013-30-10	Salaries & Wages Temp. - Overtime Admissions	0	0	0	3,624	4,500
50040-30-10	Salaries & Wages - Concession Auditors	13,044	8,063	8,500	8,197	10,200
50070-30-10	Salaries & Wages Temp - Admissions	80,304	64,401	67,446	48,977	62,000
	Total Salaries & Wages - Temporary	93,348	72,463	75,946	60,799	76,700
55000-30-10	Payroll Taxes - FICA/Medicare Attendance	7,141	5,543	5,810	5,488	5,868
55070-30-10	Payroll Taxes - Unemployment Ins. Attendance	5,590	3,882	4,572	3,669	4,617
	Total Payroll Taxes	12,731	9,426	10,382	9,158	10,485
Employee Benefits - Employer's Share						
55080-30-10	Sick Pay - Temporary	0	0	0	66	100
Worker's Compensation Insurance						
55020-30-10	Workers Comp. Insurance - Attendance/Fair	2,667	2,989	3,531	2,511	3,452
55021-30-10	Workers Comp. Insurance - Volunteers	0	0	0	0	0
	Total Workers Compensation Insurance	2,667	2,989	3,531	2,511	3,452
	Total Wages & Benefits	108,746	84,878	89,859	72,533	90,736
Professional Services (Contractual)						
56000-30-10	Contract Services - Attendance	230	5,546	1,500	6,513	6,612
56020-30-10	Security Service - Fair (Carnival Lot - Police)	131,738	92,718	88,000	91,842	95,000
56021-30-10	Private Security - Fair	143,521	112,187	114,000	140,678	143,600
56022-30-10	Fire Inspection - Fair	7,650	5,474	5,600	5,802	6,000
56023-30-10	First Aid - Fair Attendance	27,191	20,946	22,000	21,700	22,500
56024-30-10	Admissions Services	16,470	15,031	13,000	11,827	13,000
56025-30-10	Other - E-Tix Support/Brinks Truck	9,241	6,749	7,000	7,714	7,800

**Sonoma County Fair
Attendance Operations Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Total Professional Services (Contractual)	336,041	258,651	251,100	286,075	294,512
Supplies and Expense					
62030-30-10 Supplies - Attendance	1,207	2,808	1,500	1,481	1,500
62031-30-10 Employee Tee Shirts/Hats	13,344	12,197	12,500	8,938	9,000
62032-30-10 Office Supplies Fair Attendance	397	93	300	406	400
62050-30-10 Tickets & Credentials	12,861	14,802	12,000	11,845	9,500
62051-30-10 Signage/Other/Drinking Water	6,952	6,712	7,000	7,365	7,500
62052-30-10 Tickets & Order Forms	893	669	1,000	1,092	1,100
72050-30-10 Equipment Rental - Attendance	4,902	6,826	7,000	6,083	6,500
Total Supplies and Expense	40,555	44,107	41,300	37,210	35,500
Equipment Rental					
72051-30-10 Light Towers	7,316	0	0	0	
72052-30-10 Metal Detectors	11,640	9,080	9,100	9,080	9,100
72053-30-10 Golf Carts	0	0	0	0	
72054-30-10 Tram Tractors	0	0	0	0	
73030-30-10 Special Repairs & Equip	3,390	0	0	0	
Total Equipment Rental	22,346	9,080	9,100	9,080	9,100
Total Attendance Expense	507,688	396,716	391,359	404,898	429,848

**Sonoma County Fair
Premium Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #		Actual	Actual	Annual	Projected	Annual
		YTD	YTD	Budget		Budget
		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
Premium Expense						
Cash Awards						
58010-40-10	Cash Awards	182,418	158,290	170,000	149,781	160,000
58010-55-10	Cash Awards - Hall of Flowers	99,050	121,620	94,350	97,050	97,050
Total Cash Awards		281,468	279,909	264,350	246,831	257,050
Sponsored Cash Awards						
58040-40-10	Trophies, Medals, Ribbons	14,175	15,124	15,000	16,346	15,000
Total Sponsored Cash Awards		14,175	15,124	15,000	16,346	15,000
Total Premium Expense		295,644	295,034	279,350	263,177	272,050

**Sonoma County Fair
Hall of Flowers Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
Hall of Flowers Wages & Taxes						
50013-55-10	Overtime - HOF	0	0	0	66	
50075-55-10	Hall of Flowers Wages	63,899	65,136	45,000	49,372	60,000
	Total Salaries & Wages - Temporary:	63,899	65,136	45,000	49,438	60,000
Payroll Taxes						
55000-55-10	FICA/Medicare - HOF	4,888	4,983	3,443	3,782	4,590
55070-55-10	Unemployment Insurance - HOF	3,035	2,907	2,709	2,185	3,612
	Total Payroll Taxes	7,923	7,890	6,152	5,967	8,202
Worker's Compensation Insurance						
55020-55-10	Worker's Comp. HOF	2,687	2,687	2,092	2,039	2,700
	Total Hall of Flowers Wages & Benefits:	74,509	75,713	53,244	57,444	70,902
Hall of Flowers Design						
56090-55-10	HOF Designer Fee	77,000	77,000	72,000	72,000	72,000
Hall of Flowers Contracts						
56095-55-10	HOF Contract Services	6	0	500	0	0
Hall of Flowers Materials						
60090-55-10	HOF Materials	62,510	67,747	70,000	61,313	80,000
	Total Hall of Flowers Expense	214,025	220,460	195,744	190,756	222,902

**Sonoma County Fair
Exhibits Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
Exhibits Wages & Benefits						
Salaries & Wages - Permanent						
50010-50-10	Salaries & Wages Permanent	113,495	63,182	134,066	136,174	130,738
50012-50-10	Salaries & Wages Perm. - Overtime	992	10,010	6,143	5,716	10,135
50015-50-10	Salaries & Wages Perm. - Paid Leave	20,976	12,450	5,059	3,492	5,312
55011-50-10	Salaries & Wages Perm. - Cash Allowance	12,254	8,207	14,352	14,352	14,352
	Total Salaries & Wages - Permanent:	147,717	93,850	159,620	159,734	160,537
Salaries & Wages - Temporary						
50013-50-10	Salaries & Wages Temporary - Overtime	59	0	0	33,664	35,000
50020-50-10	Salaries & Wages Temporary	239,958	194,278	175,000	117,519	130,000
	Total Salaries & Wages - Temporary:	240,017	194,278	175,000	151,183	165,000
Employee Benefits - Employer's Share						
54000-50-10	Employee Benefits - Employer's Share-Accrued Leave	(6,564)	(5,043)	0	8,727	0
55010-50-10	Employee Benefits - Employer's Share-Health Benefits	14,546	9,633	16,839	16,595	32,392
55030-50-10	Employee Benefits - Employer's Share-Other Benefits	9,418	203	2,000	1,357	5,703
55080-50-10	Sick Pay - Temporary	336	220	0	0	
55040-50-10	Employee Benefits - Employer's Share-Retirement	61,635	32,172	49,516	54,393	53,434
	Total Employee Benefits - Employer's Share:	79,370	37,185	68,355	81,072	91,528
Payroll Taxes						
55000-50-10	Payroll Taxes - FICA/Medicare Perm.	11,198	7,086	11,113	11,856	11,183
55001-50-10	Payroll Taxes - FICA/Medicare Temp.	18,387	14,879	13,388	11,565	12,623

**Sonoma County Fair
Exhibits Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
55070-50-10	Payroll Taxes - Unemployment Ins. Temp.	12,940	8,485	10,534	9,117	9,933
55071-50-10	Payroll Taxes - Unemployment Ins. Perm.	136	60	843	445	140
	Total Payroll Taxes	42,661	30,510	35,878	32,983	33,879
Worker's Compensation Insurance						
55020-50-10	Workers Comp. Insurance - Permanent	3,947	2,668	6,755	4,293	1,819
55021-50-10	Workers Comp. Insurance- Temporary	8,467	8,023	2,153	6,236	7,425
	Total Workers Compensation Insurance:	12,415	10,691	8,908	10,530	9,244
	Total Exhibits Wages & Benefits:	522,180	366,514	447,761	435,502	460,187
Judges (Contractual)						
56040-50-10	Judges (Contractual)	26,342	28,661	30,000	27,265	30,000
Professional Services - Other (Contractual)						
56080-10-10	Straw Removal	8,325	5,855	6,000	7,178	7,000
56000-50-10	Professional Services - Other (Contractual)	42,050	42,693	42,000	42,000	42,000
	Total Professional Services (Contractual)	50,375	48,548	48,000	49,178	49,000
Supplies & Expense						
60050-50-10	Premium Book	9,581	9,692	5,000	6,028	6,000
60060-50-10	Rodeo Queen	796	823	1,500	929	1,000
60081-50-10	Birds & Other Small Animal	0	0	0	0	0
60082-50-10	Milk Barn Expense	2,092	1,365	2,000	744	3,000
62030-50-10	Other Supplies	25,101	14,003	18,000	18,000	18,000
68040-50-10	Demo Kitchen Expense	7,725	0	0	0	0

**Sonoma County Fair
Exhibits Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
68050-50-10	Inspiration Station Expense	3,150	0	0	0	0
68081-50-10	Friends of Fair Awards	0	0	0	0	0
68085-50-10	Insurance	0	0	0	0	0
73030-50-10	Special Repairs & Equipment	0	0	7,000	6,673	0
	Total Supplies & Expense	48,445	25,883	33,500	32,374	28,000
Tent and Booth Rental						
72030-50-10	Tent & Booth Rental Exhibits	0	1,524	1,500	3,823	1,500
Other Equipment Rental						
72050-50-10	Other Equipment Rental	1,770	2,467	2,000	4,012	4,000
Scholarship/Flower Show Preview						
62031-50-10	Supplies-Flower Show Preview	12,480	14,414	12,500	9,385	11,000
68080-50-10	Scholarships Awarded	10,000	10,000	5,000	9,500	10,000
68095-51-10	Licenses & Permits - Sustainable Exhibit	0	0	0	0	
	Total Other Scholarship/Flower Show Preview	22,480	24,414	17,500	18,885	21,000
Ag Education Exhibit						
60140-50-10	Agriculture Education Exhibit	20,757	7,746	10,000	7,503	8,000
	Total Exhibits Expense	692,348	505,757	590,261	578,542	601,687

**Sonoma County Fair
Miscellaneous Fair Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Parking Lot - Salaries and Wages - Temporary					
50013-10-10 Overtime Parking Fair Temps	0	0	0	6,411	7,500
50030-10-10 Parking Wages - Fair	79,211	64,048	70,048	54,662	62,500
55000-10-10 FICA/Medicare Parking-Fair	6,060	4,900	5,359	4,672	5,355
55020-10-10 Workers Comp- Parking Fair	2,165	2,642	3,257	2,519	3,150
55070-10-10 Unemployment Insurance Parking-Fair	4,480	3,404	4,217	3,446	4,214
Total Wages & Benefits	91,915	74,994	82,881	71,710	82,719
Sponsorships					
65065-10-10 Sponsorships	608	3,674	3,600	0	3,700
Cost of Fair Merch/Misc					
62051-10-10 Sign Machine Supplies	2,911	3,105	2,500	2,476	2,500
66090-80-10 Fair Merchandise	0	0	0	0	
Total Cost of Fair Merch/Misc	2,911	3,105	2,500	2,476	2,500
VIP Tent					
65066-10-10 Other - VIP	34,694	41,728	17,000	27,488	27,500
Convenience Fees					
68065-10-10 E-Tix Convenience Fees	1,933	0	0	0	0
75th Anniversary Celebration					
67030-10-10 75th Anniversary Celebration-other	0	0	0	0	0
Commercial Exhibits & Concessions					
60150-10-10, 60150-50-10 Commercial Exhibits Expense	6,141	19,912	20,000	20,525	2,300
Vets Lot Parking					
72045-50-10 Parking Site Rental - Fair	29,611	0	32,000	0	0

**Sonoma County Fair
Miscellaneous Fair Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #		Actual	Actual	Annual	Projected	Annual
		YTD	YTD	Budget		Budget
		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
Fair Special Event 67040-10-10	Cattle Drive	0	0	0	0	30,000
Volunteer Coordinator 56002-10-10	Volunteer Coordinator	1,161	400	500	0	0
Contract Services - RV Park - Fair 56000-10-10	Contract Services - RV Park - Fair	17,105	30,975	35,000	32,047	49,000
Total Misc Fair Expense		186,079	174,788	193,481	154,246	197,719

**Sonoma County Fair
Racing Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
45110-60-10	Lower Box Seats	53,364	44,870	44,000	39,451	39,500
45120-60-10	Upper Box Seats	1,711	985	1,000	925	900
45130-60-10	Reserved Racing Seats	53,318	49,806	42,500	55,190	55,200
45140-60-10	Other Racing Admissions	24,535	19,370	19,000	9,273	9,300
45150-60-10	Named Races	6,430	6,980	7,000	2,530	2,500
45320-60-10	Racing Advertisements	0	0	0	0	0
	Total Racing Admissions	139,358	122,011	113,500	107,369	107,400
Track Commissions						
45200-60-10	Track Commissions	1,324,772	1,205,903	856,622	910,433	888,500
45355-60-10	NCOTWINC Reim	80,034	28,766	21,000	0	0
48810-60-10	Costs Recovered - Racing	1,195	324	0	0	0
	Total Track Commissions	1,406,000	1,234,993	877,622	910,433	888,500
Program Sales						
45330-60-10	Race Program Sales	78,725	46,836	25,000	37,841	36,500
45340-60-10	Race Forms/Tip Sheets	12,898	11,399	9,000	9,352	9,500
	Programs/Forms	91,623	58,234	34,000	47,193	46,000
Other						
45350-60-10	Other Racing Revenue	1,448	1,607	1,400	1,385	1,400
	Total Racing Revenue	1,638,429	1,416,845	1,026,522	1,066,380	1,043,300
Horse Racing Wages & Benefits						
Salaries and Wages (Non Pari-Mutuel)						
50013-60-10	Overtime Race Program & Ticket Sellers	20	0	0	3,287	0
51000-60-10	Local 1877 Wages	33,972	32,627	22,500	24,682	25,000
51010-60-10	Local 78 Wages	11,899	12,635	12,500	9,081	9,500
51020-60-10	Local 495 Wages	88,146	89,089	58,000	59,273	60,000
51030-60-10	Temp Wages Racing - Other Services	54,740	48,061	48,000	45,922	48,000
51080-60-10	Non Union Racing Wages	141,578	171,251	140,000	125,926	130,000
56001-60-10	Contract Services Track Announcer	0	0	0	0	0
	Total Wages (Non Pari-Mutuel)	330,354	353,662	281,000	268,172	272,500
Salaries and Wages (Pari-Mutuel)						
51040-60-10, 6830-6	Local 280 Wages	59,143	69,296	48,000	71,695	48,000
Employee Benefits						

**Sonoma County Fair
Racing Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
55050-60-10	Health & Welfare	79,173	62,154	43,000	47,474	45,000
55060-60-10	Pension	20,541	26,066	13,000	15,012	15,000
	Total Employee Benefits	99,714	88,220	56,000	62,486	60,000
Payroll Taxes						
55000-60-10	Payroll Taxes - FICA/Medicare Temp.	29,813	32,254	25,168	19,683	20,846
55070-60-10	Payroll Taxes - Unemployment Ins. Temp.	22,676	24,734	19,806	15,356	16,405
	Total Payroll Taxes	52,489	56,989	44,974	35,039	37,251
Employee Benefits - Employer's Share						
55080-60-10	Sick Pay - Temporary	0	0	0	0	0
Worker's Compensation Insurance						
55020-60-10	Workers Comp. Insurance- Temporary	11,205	17,392	15,299	11,062	12,263
	Total Racing Wages & Benefits	552,906	585,559	445,273	448,453	430,013
Professional Services (Contractual) - Racing						
56000-60-10	Contract Services-Racing	119,345	93,355	87,000	87,000	85,000
56002-60-10	CARF Dues	0	0	0	0	0
56003-60-10	Track Sound	8,870	6,500	6,500	6,500	6,500
56004-60-10	Closed Circuit TV	35,570	37,002	27,000	26,790	27,000
56005-60-10	First Aid/Ambulance	15,943	16,744	16,000	12,184	12,500
56006-60-10	Finish Line Photos	7,645	9,900	6,900	7,700	6,900
56007-60-10	Replay Show	0	0	0	0	0
56008-60-10	Laundry Services	3,685	4,235	3,100	0	0
56009-60-10	Phone Set Up	7,069	3,416	3,500	3,500	4,000
56010-60-10	CARF Fairtime	0	0	0	0	0
56011-60-10	CARF Shared Expenses	0	0	0	0	0
56012-60-10	Racing Promotions Coordinator	0	0	0	0	0
56013-60-10	Director of Racing	37,724	38,304	33,000	33,000	35,000
56015-60-10	Other Services	17,575	7,103	6,100	5,001	5,500
56020-60-10	Security	23,057	19,087	19,000	19,000	14,500
56060-60-10	Parimutuel Audit	2,915	3,030	2,300	2,120	2,200
56080-60-10	Straw Removal	8,325	8,500	8,500	7,425	7,500
72040-60-10	Jumbotron Rental	28,050	19,635	20,500	20,500	20,500
	Total Professional Services	315,772	266,811	239,400	230,719	227,100

**Sonoma County Fair
Racing Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Supplies and Expense					
56016-60-10	CARF Admin Fee	0	0	0	0
62030-60-10	Racing Supplies	10,980	5,504	3,500	10,000
62031-60-10	Office Supplies	1,128	640	1,000	1,000
62040-60-10	Condition Books	2,230	2,053	2,100	1,700
62050-60-10	Other Expense	25,333	19,076	16,500	16,500
62060-60-10	Grandstand Dining	0	11,503	5,000	5,000
62070-60-10	Race Programs & Forms	46,047	41,016	31,000	35,000
65022-60-10	Racing Advertising	1,650	1,640	5,000	3,000
65095-60-10	Racing Promotion	15,409	14,039	12,000	10,000
68010-60-10	Dues & Subscriptions	610	0	0	470
81000-60-10	Equip. > 500 < 5,000	0	7,671	0	2,000
70052-60-10	Turf Track Materials	11,442	6,937	20,000	20,000
70055-60-10	Track Materials	26,864	31,120	25,000	27,114
73030-60-10	Special Repairs & Equip	1,105	5,899	2,000	2,087
	Total Supplies & Expense	142,798	147,099	123,100	139,873
Rental - Totalisator Equipment					
56030-60-10	Totalisator Service	4,709	4,687	4,000	3,640
56035-60-10	Starter Fees/Incentives	63,800	33,359	18,000	27,070
Rental - Other Equipment					
72010-60-10	Starting Gate Rental	9,140	8,818	7,000	8,044
72020-60-10	Office Equipment Rental	2,818	3,209	2,800	2,444
72030-60-10	Televisions Rental	0	0	0	0
72050-60-10	Other Equipment Rental	56,896	60,689	58,700	58,700
	Total Equipment Rental	68,854	72,716	68,500	69,187
	Total Racing Expense	1,148,840	1,110,230	898,273	918,943
	Profit / (Loss)	489,589	306,615	128,249	147,436

**Sonoma County Fair
Fair Entertainment Expense (Attractions Expense)
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Salaries & Wages - Temporary					
50013-80-10	0	0	0	1,037	1,000
52000-80-10	2,483	0	0	0	0
52010-80-10	33,266	34,392	35,000	31,016	32,000
	35,749	34,392	35,000	32,053	33,000
Attractions Payroll Taxes					
55000-80-10	2,735	2,642	2,677	2,460	2,525
55070-80-10	2,216	2,141	2,107	1,943	1,987
	4,951	4,784	4,784	4,403	4,511
Employee Benefits - Employer's Share					
55080-80-10	0	147	0	107	100
Attractions Worker's Compensation Insurance					
55020-80-10	1,055	1,425	1,628	1,327	1,485
	1,055	1,425	1,628	1,327	1,485
	41,755	40,747	41,412	37,890	39,096
Professional Services (Community Theater)					
56001-80-10	0	0	22,680	32,962	32,000
56002-80-10	0	0	7,500	7,500	7,500
56003-80-10	1,882	0	1,600	2,075	1,700
56004-80-10	19,013	0	11,230	0	
56005-80-10	0	0	23,670	24,895	26,000
56006-80-10	0	0	12,500	29,763	29,763
56015-80-10	750	0	7,500	3,778	4,700
62032-80-10	681	338	2,850	822	1,500

**Sonoma County Fair
Fair Entertainment Expense (Attractions Expense)
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
66060-80-10	Community Theatre Artist Fees	0	0	140,000	0	140,000
66068-80-10	Concert Series FOH Mgmt	0	0	0	0	
66040-80-10	Rodeo	1,320	4,909	3,800	1,856	1,900
		23,645	5,247	233,330	103,650	245,063
Professional Services (Grounds Entertainment)						
56000-80-10	Contract Services - Sound, Lights, Ambulance	42,044	48,911	50,000	45,435	45,435
72030-80-10	Tent & Booth	20,918	14,098	15,000	15,954	16,000
72040-80-10	Trailer Rental	0	0	0	0	0
72050-80-10	Equipment Rental - Attractions	2,648	3,386	16,301	16,301	1,900
72051-80-10	Other Equip Rental - Concerts (Stage, Trailers, Chairs)	868	0	1,800	10,744	10,744
73030-80-10	Special Repairs & Equipment	517	0	0	0	0
Total Professional Services		66,996	66,395	83,101	88,434	74,079
Supplies & Expense						
62030-80-10	Supplies	30,378	35,669	20,000	21,301	18,000
62031-80-10	Office Supplies & Postage	959	803	800	1,884	1,000
67015-70-10	Insurance	1,700	1,390	0	0	0
68095-50-10	Licenses & Permits - Commercial exhibits	0	0	0	342	0
81000-80-10	Equipment>\$500<\$5000 - Attractions	0	0	0	0	0
Total Supplies & Expenses		33,036	37,862	20,800	23,527	19,000
Grounds Entertainment						
66050-80-10	Ground Entertainment	388,057	205,745	140,500	284,838	157,500
66075-80-10	Hat Day	0	1,630	1,500	(8,554)	1,500
66070-80-10	Community Theater	929	273,270	0	0	
Total Grounds Acts		388,986	480,645	142,000	276,285	159,000
Grandstand Entertainment (paid shows)						

**Sonoma County Fair
Fair Entertainment Expense (Attractions Expense)
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
66065-80-10	Chris Beck -Other Dirt Events	108,290	102,508	103,500	101,829	101,150
	Total Grandstand Acts	108,290	102,508	103,500	101,829	101,150
Sustainable Exhibits and Farmers Day						
66080-80-10	Farmers Day	12,897	6,089	8,000	5,520	8,000
66087-51-10	Sustainable Exhibit	1,575	0	0	0	0
	Total Other Attractions	14,472	6,089	8,000	5,520	8,000
	Total Attractions Expense	677,179	739,494	632,143	637,136	645,388

**Sonoma County Fair
Interim Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
48110-10-60	Grace Pavilion Rental	213,599	483,743	252,000	200,799	201,000
48120-10-60	VG Garrett Rental	50,325	20,150	31,500	31,498	32,850
48130-10-60	EC Kraft Rental	63,838	37,067	48,300	43,676	45,000
48140-10-40	Finley Hall Horse Shows	8,050	0	0	0	0
48140-10-60	Finley Hall Interim Events	39,961	39,702	39,900	38,372	40,000
48150-10-60	Hall of Flowers & Annex Rental	51,649	50,890	60,900	91,605	67,200
48160-10-60	Showcase Hall	24,014	25,325	26,250	37,134	37,000
48170-10-60	Other Building Interim	110	115,110	63,000	80,849	120,000
48190-10-40	Saralee's Barn - Base Rate	19,813	33,317	42,000	48,244	50,000
48220-10-60	Racing Grandstand	30,200	18,967	37,000	34,033	25,000
	Total Rental of Buildings	501,558	824,271	600,850	606,209	618,050
48180-10-40	Stall Rent - Horse Show	15,270	11,715	12,000	5,080	5,000
48210-10-60	Lyttle Cow Palace - Interim	51,726	57,317	63,000	53,050	56,000
48250-10-60	Other Facility - Interim	95,577	74,556	25,000	43,947	43,000
48265-10-60	Brookwood Parking Lot	28,564	19,358	20,000	20,080	20,000
48280-10-60	Carnival Lot	76,313	98,435	99,000	93,231	99,000
48290-10-60	Chris Beck - Interim	34,706	15,543	26,250	33,385	35,000
	Total Grounds Rental	302,157	276,925	245,250	248,774	258,000
48300-10-40	Equipment Rental - Horse Show	0	0	0	0	0
48300-10-60	Equipment Rental - Interim	143,142	160,687	170,000	171,191	172,000
48350-10-40	Sound Equipment - Horse Shows	0	0	0	0	0
48350-10-60	Sound Equipment - Interim	0	0	0	0	0
	Total Equipment Rental	143,142	160,687	170,000	171,191	172,000
48820-10-60	Food Concessions - Interim	140,924	90,745	207,000	197,263	207,000
48821-10-60	Alcohol Concession - Interim	366,531	364,009	313,000	353,026	361,000
48840-10-60	Other Concessions - Interim	4,319	9,220	5,000	13,754	14,000
48860-90-80	Vendor Space Fees	0	0	0	25	0
48880-10-60	ATM Fees Interim	5,757	11,502	9,000	7,843	8,000
	Total Concessions	517,531	475,476	534,000	571,911	590,000

Utility Fee Reimbursement

**Sonoma County Fair
Interim Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
48500-10-60	Utility Reimbursements - Interim	6,283	5,282	4,500	3,057	4,500
Interim Parking Revenue 48270-30-60	Parking - Interim	376,354	374,209	400,000	395,052	401,000
Long Term Rentals 48255-10-60	Car Mart	64,104	59,789	70,000	62,342	70,000
48256-10-60	Other - Long Term Rentals	36,027	42,689	38,000	28,053	43,000
	Total Long Term Rentals	100,131	102,477	108,000	90,395	113,000
RV Park 48240-10-60	Trailer & RV	426,188	825,547	1,135,000	1,964,861	1,019,250
Costs Recovered 48810-10-60	Costs Recovered - Interim	73,366	81,479	70,000	84,814	70,000
Security/ Insurance Reimbursement 48510-10-60	Security Reimbursements	198,621	251,916	220,000	256,127	245,000
48515-10-60	Alcohol Reimbursements	1,600	0	0		
48520-10-60	Insurance Reimbursements	2,758	4,053	3,500	4,228	3,500
	Total Other Interim Revenue	202,979	255,969	223,500	260,355	248,500
	Total Interim Revenue	2,649,689	3,382,323	3,491,100	4,396,618	3,494,300
Interim Wages & Benefits						
Salaries & Wages - Permanent 50010-30-60	Salaries & Wages Permanent	522,584	464,694	523,386	516,799	508,611
50012-30-60	Salaries & Wages Perm. - Overtime	79,317	70,542	86,943	72,712	66,495
50015-30-60	Salaries & Wages Perm. - Paid Leave	50,834	69,590	34,387	60,516	34,299
55011-30-60	Salaries & Wages Perm. - Cash Allowance	65,291	53,572	57,408	58,788	57,408
	Total Salaries & Wages - Interim Permanent	718,026	658,397	702,124	708,815	666,813
Salaries & Wages - Temporary 50020-30-60	Salaries & Wages Temp - Interim	148,928	156,684	180,000	159,644	161,000
50030-30-60	Salaries & Wages Temp - Parking Wages Interim	54,259	56,414	70,600	51,386	53,000

**Sonoma County Fair
Interim Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
50013-30-60	Salaries & Wages Temp. - Overtime Interim	2,556	0	0	5,311	5,500
	Total Salaries & Wages - Interim Temporary	205,743	213,098	250,600	216,341	219,500
Employee Benefits - Employer's Share						
54000-30-60	Employee Benefits - Employer's Share-Accrued Leave	5,406	(20,905)	0	11,143	0
55010-30-60	Employee Benefits - Employer's Share-Health Benefits	91,410	77,638	91,422	96,010	104,017
55030-30-60	Employee Benefits - Employer's Share-Other Benefits	31,979	23,444	6,000	10,107	13,970
55080-30-60	Sick Pay - Temporary	420	2,656	2,000	1,112	1,000
55040-30-60	Employee Benefits - Employer's Share-Retirement	265,500	235,411	244,720	254,052	240,515
	Total Employee Benefits - Employer's Share:	394,714	318,244	344,142	372,425	359,503
Payroll Taxes						
55071-30-60	Payroll Taxes - Unemployment Ins. Perm.	571	384	3,371	1,802	630
55070-30-60	Payroll Taxes - Unemployment Ins. Temp.	9,080	9,321	15,050	9,018	13,214
55000-30-60	Payroll Taxes - FICA/Medicare Perm.	54,316	49,316	48,701	51,412	46,620
55001-30-60	Payroll Taxes - FICA/Medicare Temp.	15,692	20,199	19,125	15,688	16,792
	Total Payroll Taxes	79,658	79,220	86,247	77,919	77,255
Worker's Compensation Insurance						
55020-30-60	Workers Comp. Insurance - Permanent	21,201	21,649	33,679	22,412	27,071
55021-30-60	Workers Comp. Insurance- Temporary	8,845	8,900	11,625	9,127	10,975
	Total Workers Compensation Insurance:	30,047	30,548	45,304	31,539	38,046
	Total Wages & Benefits	1,428,188	1,299,507	1,428,417	1,407,039	1,361,117
Supplies & Expense						
62030-30-60	Supplies - Interim	24,055	16,119	20,000	22,830	23,000
62031-30-60	Office Supplies	0	234	1,500	450	1,500
65021-30-60	Advertising - Interim	0	3,086	8,000	3,275	4,000
67010-30-60	Concession & Other Costs Reimbursed	45,640	5,074	8,000	1,385	2,000
68065-10-60	Ticket Convenience Fees - Interim	0	0	0	0	0

**Sonoma County Fair
Interim Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
72045-30-60	Parking Site Rental - Interim	7,505	0	8,000	4,000	4,000
73030-30-60	Special Repairs & Equip	910	0	3,000	900	3,000
	Total Interim Supplies & Equipment	78,110	24,513	48,500	32,841	37,500
RV Park - Interim						
56000-30-60	RV Park - Contract Services	2,773	13,340	19,575	19,766	58,500
62032-30-60	RV Park - Supplies	1,092	4,003	1,214	8,584	8,000
65020-30-60	RV Park - Advertising/Publicity	4,932	3,051	818	258	5,000
70010-30-60	RV Park - Gas & Electricity	72,049	95,612	138,710	159,974	100,000
70015-30-60	RV Park - Water & Sewer	14,149	16,101	29,499	28,820	17,000
73010-30-60	RV Park - Equipment Repair	0	0	0	200	500
73020-30-60	RV Park - Buildings & Grounds Repair	900	4,524	10,656	3,000	3,000
	Total RV Park Supplies & Expense	95,894	136,631	200,472	220,602	192,000
Other - Sec/Insurance Reimbursement						
67015-30-60	Insurance Reimbursed	3,325	670	3,500	1,985	3,500
56020-30-60	Security - Non-Fair	1,071	12,400	7,000	28,867	10,000
67005-30-60	Security Fees Reimbursed	189,203	229,835	200,000	227,052	215,000
	Total Other - Sec/Ins Reimbursed	193,599	242,905	210,500	257,903	228,500
Land Rent						
56081-10-60	Cal Trans Median Strip Rent	10,170	10,187	15,000	10,500	10,500
Straw Removal/Equip Rent						
56080-10-40	Straw Removal	0	193	0	0	0
72050-30-60	Equipment Rental	7,880	4,811	5,000	5,504	6,000
	Total Other Expenses	7,880	5,004	5,000	5,504	6,000
56000-10-40	Contract Services - Interim	13,227	6,675	15,000	17,580	15,000
56002-80-60	Business Partner Incentive	15,644	6,815	8,000	8,000	8,000
	Total Interim Expense	1,842,713	1,732,235	1,930,889	1,959,968	1,858,617
	Profit / (Loss)	806,976	1,650,088	1,560,211	2,436,650	1,635,683

**Sonoma County Fair
Jockey Club Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual	Actual	Annual		Annual
		YTD	YTD	Budget	Projected	Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
48600-70-70	Interim Rental - Jockey Club	0	0	0	0	0
48605-70-70	Interim Concessions - Jockey Club	0	0	0	0	0
48610-70-70	Commissions	267,935	257,364	250,000	255,620	250,000
48620-70-70	Admissions - General	40,071	33,570	34,345	33,305	34,000
48625-70-70	Turf Club Admissions	7,658	6,501	6,850	6,174	6,000
48630-70-70	Jockey Club Program Sales	0	31	0	0	0
48635-70-70	Jockey Club Program Commission	2,575	3,087	2,752	2,836	2,800
48640-70-70	Concessions	9,308	7,264	9,000	6,466	7,000
48650-70-70	Other Jockey Club Sales	435	1,157	1,000	663	1,000
48660-70-70	Jockey Club Periodicals - Race Forms	72,732	68,136	67,925	67,137	65,000
48680-70-70	CMC Reimbursement	0	0	0	0	0
48810-70-70	Costs Recovered - Simulcast	0	0	0	0	0
48811-70-70	Costs Recovered - Simulcast - Prior Year	0	0	0	0	0
48880-70-70	ATM Fees Earned	10,476	2,301	1,500	5,270	4,000
	Total Satellite Wagering Revenue	411,189	379,410	373,372	377,470	369,800
Jockey Club Wages & Benefits						
Salaries & Wages - Permanent						
50010-70-70	Salaries & Wages Permanent	47,685	50,034	52,869	56,018	52,869
50012-70-70	Salaries & Wages Perm. - Overtime	3,914	3,145	3,266	1,366	4,082
50015-70-70	Salaries & Wages Perm. - Paid Leave	6,879	3,610	3,735	1,406	3,735
55011-70-70	Salaries & Wages Perm. - Cash Allowance	7,144	6,975	7,176	7,176	7,176
	Total Salaries & Wages - Permanent:	65,621	63,764	67,046	65,966	67,862

Salaries & Wages - Temporary

**Sonoma County Fair
Jockey Club Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
50013-70-70	Salaries & Wages Temporary - Overtime	823	0	0	1,704	2,000
50020-70-70	Salaries & Wages Temporary	95,409	70,990	60,000	49,576	50,000
	Total Salaries & Wages - Temporary:	96,233	70,990	60,000	51,280	52,000
Employee Benefits - Employers Share						
54000-70-70	Employee Benefits - Employer's Share-Accured Leave	350	2,783	0	4,025	0
55010-70-70	Employee Benefits - Employer's Share-Health Benefits	17,930	20,489	21,536	22,193	23,195
55030-70-70	Employee Benefits - Employer's Share-Other Benefits	792	172	500	377	641
55080-70-70	Sick Pay - Temporary	1,440	1,185	1,300	373	500
55040-70-70	Employee Benefits - Employer's Share-Retirement	24,902	24,465	24,047	25,488	24,894
	Total Employee Benefits - Employer's Share:	45,413	49,094	47,383	52,456	49,230
JOCKEY CLUB EXPENSE						
Payroll Taxes						
55000-70-70	Payroll Taxes - FICA/Medicare Perm.	4,392	4,475	4,580	4,604	4,643
55001-70-70	Payroll Taxes - FICA/Medicare Temp.	7,472	5,521	4,590	3,912	3,978
55070-70-70	Payroll Taxes - Unemployment Ins. Temp.	2,364	1,838	3,612	1,380	3,130
55071-70-70	Payroll Taxes - Unemployment Ins. Perm.	42	31	421	130	70
	Total Payroll Taxes	14,269	11,865	13,203	10,026	11,821
Worker's Compensation Insurance						
55020-70-70	Workers Comp. Insurance - Permanent	1,819	1,728	2,784	1,749	753
55021-70-70	Workers Comp. Insurance- Temporary	4,329	2,977	2,790	2,159	2,340
	Total Workers Compensation Insurance:	6,147	4,705	5,574	3,908	3,093
	Total Wages & Benefits	227,683	200,419	193,206	183,635	184,006

Professional Services & Contracts

**Sonoma County Fair
Jockey Club Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #		Actual	Actual	Annual	Projected	Annual
		YTD	YTD	Budget		Budget
		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
56000-70-70	Contract Services - Satellite	10,887	9,816	7,600	9,855	10,500
56020-70-70	Security Service - Satellite	22,244	21,025	18,420	21,707	24,000
72050-70-70	Equipment Rental - Jockey Club	3,778	3,370	3,700	2,104	4,000
Total Professional Services & Contracts		36,909	34,211	29,720	33,666	38,500
Advertising & Marketing						
65020-70-70	Advertising - Jockey Club	43	650	3,000	1,500	1,500
65095-70-70	Cost of Giveaway Items	0	152	200	0	0
Total Advertising Expense		43	802	3,200	1,500	1,500
Jockey Club Supplies & Expense						
62020-70-70	Telephone	5,677	6,782	5,119	6,660	7,000
62030-70-70	Tickets & Supplies	12	39	100	0	0
62031-70-70	Supplies	6,917	1,549	2,500	6,548	5,000
68095-70-70	Licenses & Permits	399	722	425	627	
73010-70-70	Equipment Repair	4,050	1,418	4,600	11,523	5,000
73020-70-70	Building Repair	0	2,010	2,000	12,448	5,000
73030-70-70	Special Repairs & Equip	842	0	2,500	1,551	0
Total Jockey Club Supplies & Expense		17,897	12,521	17,244	39,357	22,000
Programs, Concessions & Parking						
66090-70-70	Cost of Novelties Sold	0	0	0	0	
62080-70-70	Cost of Periodicals Sold	60,007	54,661	56,325	53,105	51,350
Total Programs, Concessions & Parking		60,007	54,661	56,325	53,105	51,350
Fuel & Utilities						
56085-70-70	Garbage	6,496	5,026	5,040	4,910	5,000
70010-70-70	Gas & Electricity	15,537	36,590	24,309	49,975	30,000

**Sonoma County Fair
Jockey Club Revenue & Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual	Actual	Annual		Annual
		YTD	YTD	Budget	Projected	Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
70015-70-70	Water & Sewer	8,827	8,322	8,021	11,081	11,000
	Total Fuel & Utilities	30,861	49,938	37,370	65,966	46,000
81000-70-70	Improvements under \$5K	0	0	0	1,009	1,000
	Total Satellite Wagering Expense	373,399	352,552	337,065	378,239	344,356
					0	
	Profit / (Loss)	37,790	26,859	36,307	(769)	25,444

**Sonoma County Fair
Harvest Fair
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #		Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
HARVEST FAIR REVENUE						
48810-10-20	Cost Recovery Cost Recovered - Harvest Fair	134,189	136,868	132,000	132,000	74,358
	Total Cost Recovery	134,189	136,868	132,000	132,000	74,358
Interim Wages & Benefits						
Salaries & Wages - Permanent						
50010-10-20	Allocated Maintenance Wages	9,619	15,000	15,000	15,000	
50010-30-20	Allocated Interim Wages	10,854	12,000	12,000	12,000	
50010-50-20	Allocated Exhibits Wages	2,466	4,000	4,000	4,000	
50010-90-20	Allocated Administration Wages	7,261	5,000	5,000	5,000	
	Total Allocated Wages - Permanent:	30,200	36,000	36,000	36,000	0
Salaries & Wages - Temporary						
50020-10-20	Temp Wages Harvest Fair Maintenance	3,103	0	7,000	7,000	7,000
50020-20-20, 50013-20-20	Temp Wages Publicity Harvest Fair	10,646	2,862	9,000	9,000	9,000
50020-30-20	Temp Wages Harvest Fair Interim	0	0	0	0	0
50020-50-20, 50013-50-20	Temp Wages Harvest Fair Exhibits	22,027	1,561	28,000	28,000	28,000
50020-90-20	Temp Wages Harvest Fair Administration	1,458	0	1,500	1,500	1,500
50030-30-20	Temp Wages Harvest Fair Parking	2,296	0	2,000	2,000	2,000
50040-30-20	Temp Wages Harvest Fair Cashiers	0	0	0	0	0

**Sonoma County Fair
Harvest Fair
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
50070-30-20, 50013-90-20	Temp Wages Harvest Fair Admissions	7,139	45,860	7,000	16,855	16,855
52010-80-20	Temp Wages Harvest Fair Attractions Special Event	1,374	0	2,000	2,000	2,000
	Total Salaries & Wages - Interim Temporary	48,043	50,283	56,500	66,355	66,355
Employee Benefits - Employer's Share						
55010-xx-20, 55030-xx-20, 55040-xx-20	Employee Benefits - Allocated Wages	0	0	0	0	0
	Total Employee Benefits - Employer's Share	0	0	0	0	0
Payroll Taxes						
55071-xx-20	Unemployment Ins. Allocated Wages	0	0	0	0	0
55070-xx-20	Unemployment Ins. Temp.	1,558	1,965	3,000	3,441	3,441
55000-xx-20	FICA/Medi - Allocated Wages	0	4,667	7,000	7,000	
55000-xx-20, 55001-xx-20	FICA/Medi - Temp Wages	3,714	6,180	0	754	754
	Total Payroll Taxes	5,271	12,811	10,000	11,195	4,195
Worker's Compensation Insurance						
55020-xx-20, 55021-xx-20	Workers Comp. Insurance - Allocated Wages	500	0	0	0	0
55020-xx-20, 55021-xx-20	Workers Comp. Insurance- Temporary	2,027	2,074	2,400	2,807	2,807
	Total Workers Compensation Insurance:	2,527	2,074	2,400	2,807	2,807
					0	
Total Allocated Wages & Benefits		30,700	40,667	43,000	43,000	0
Total Temp. Wages & Benefits		55,341	60,502	61,900	73,357	73,358
					0	
	Total Wages & Benefits	86,041	101,169	104,900	116,357	73,358
Other Expenses						
62010-90-20	Postage - Harvest Fair	0	2,000	0	0	0
68085-90-20	Miscellaneous - Harvest Fair	0	8,000	1,000	1,000	1,000
	Total Other Expenses	0	10,000	1,000	1,000	1,000

**Sonoma County Fair
Harvest Fair
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Total Harvest Fair Expense	86,041	111,169	105,900	117,357	74,358
Profit / (Loss)	48,148	25,699	26,100	14,643	0

**Sonoma County Fair
Administrative Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #		Actual	Actual	Annual	Projected	Annual
		YTD	YTD	Budget		Budget
		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
Administration Wages & Benefits						
Salaries & Wages - Permanent						
50010-90-80	Salaries & Wages Permanent	419,616	479,073	511,156	507,329	492,431
50012-90-80	Salaries & Wages Perm. - Overtime	24,405	45,084	29,518	27,630	27,734
50015-90-80	Salaries & Wages Perm. - Paid Leave	45,929	39,130	34,916	36,410	34,914
55011-90-80	Salaries & Wages Perm. - Cash Allowance	36,146	43,028	43,056	43,056	43,056
Total Salaries & Wages - Permanent:		526,097	606,316	618,646	614,425	598,135
Salaries & Wages - Temporary						
50013-90-80	Salaries & Wages Temporary - Overtime	0	0	0	835	0
50020-90-80	Salaries & Wages Temporary	25,513	16,527	18,000	14,179	15,000
Total Salaries & Wages - Temporary:		25,513	16,527	18,000	15,014	15,000
Employee Benefits - Employer's Share						
54000-90-80	Employee Benefits - Employer's Share-Accrued	18,387	14,052	0	6,513	0
55010-90-80	Employee Benefits - Employer's Share-Health	42,613	58,516	67,750	62,925	70,451
55030-90-80	Employee Benefits - Employer's Share-Other	32,836	29,597	11,740	8,956	22,848
55050-90-80	GASB 98 Pension Expense	40,210	(1,414)	0	0	
55080-90-80	Sick Pay - Temporary	336	0	300	98	200
55040-90-80	Employee Benefits - Employer's Share-Retirement	197,665	217,242	218,861	233,843	222,442
Total Employee Benefits - Employer's Share:		332,047	317,993	298,651	312,334	315,940
Payroll Taxes						
55000-90-80	Payroll Taxes - FICA/Medicare Perm.	38,619	45,253	40,584	46,482	39,679
55001-90-80	Payroll Taxes - FICA/Medicare Temp.	1,977	1,264	1,377	955	1,148
55070-90-80	Payroll Taxes - Unemployment Ins. Perm.	1,336	948	1,084	1,130	420
55071-90-80	Payroll Taxes - Unemployment Ins. Temp.	470	382	2,949	1,151	903
Total Payroll Taxes:		42,403	47,847	45,994	49,719	42,150
Worker's Compensation Insurance						
55020-90-80	Workers Comp. Insurance - Permanent	15,618	17,727	27,110	14,850	7,420

**Sonoma County Fair
Administrative Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

		Actual YTD	Actual YTD	Annual Budget	Projected	Annual Budget
G/L #		12/31/2016	12/31/2017	12/31/2018	12/31/2018	12/31/2019
55021-90-80	Workers Comp. Insurance- Temporary	955	682	245	621	750
	Total Workers Compensation Insurance:	16,573	18,408	27,355	15,471	8,170
	Total Administration Wages & Benefits:	942,632	1,007,091	1,008,646	1,006,964	979,395
Administration Professional Services (Contracts)						
56000-90-80	Other Services & Misc.	41,970	119,399	28,000	17,378	7,000
56005-90-80	County Indirect Expenses	89,024	132,936	65,000	53,343	86,000
56050-90-80	Legal Fees	14,232	17,978	15,000	41,600	41,000
56070-90-80	Payroll Service	40,262	44,263	42,000	39,399	42,000
56075-90-80	Computer Support	9,519	9,353	10,000	11,533	25,000
	Total Admin Professional Services (Contracts):	195,006	323,929	160,000	163,253	201,000
Director's Expense						
68070-90-80	Director's Expense	13,863	11,027	10,000	9,820	10,000
Traveling/Training Expense - Employees						
68090-90-80	Traveling/Training Expense	16,099	16,562	15,000	14,612	15,000
Office Supplies and Expense						
56020-30-80	Security Alarms - Grounds	0	0	0	0	0
62030-90-80	Office Supplies & Expense	23,192	14,228	17,000	20,831	17,000
62060-90-80	Computer Supplies	0	0	0	440	400
68040-90-80	Miscellaneous Expense	3,548	7,047	1,000	363	500
68060-90-80	Bank/Credit Card Fees	76,892	66,893	65,000	83,378	80,000
68075-90-80	Staff Meetings	110	113	150	179	180
68095-90-80	Licenses & Permits	9,209	11,044	9,000	10,940	10,000
72020-90-80	Office Equipment Rental (Copier Lease)	13,729	10,246	11,000	6,881	7,000
73010-90-80	Equipment Repair	0	90	100	0	250
73030-90-80	Special Repairs & Equipment	776	1,350	1,000	0	1,000
78890-90-80	Donations	1,254	946	0	0	0

**Sonoma County Fair
Administrative Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
Total Administration Office Supplies & Expense:	128,710	111,959	104,250	123,011	116,330
Telephone and Postage Expense					
62010-90-80 Postage	13,965	12,324	13,000	19,955	20,000
62015-90-80 Air Postage	1,172	580	600	289	300
62020-90-80 Telephone	36,483	37,579	35,000	35,621	36,000
Total Administration Telephone & Postage Expense:	51,621	50,483	48,600	55,865	56,300
Dues and Subscriptions					
68010-90-80 Dues & Subscriptions	6,175	8,281	7,000	6,740	7,000
				0	
Insurance (General Liability)					
68085-90-80 Insurance Other	30,882	63,397	67,000	52,225	65,000
68086-90-80 Liability Claims	0	0	0	0	0
Total Insurance (General Liability) Expense:	30,882	63,397	67,000	52,225	65,000
Audit Expense					
56060-90-80 Audit Fees	25,000	59,500	40,000	46,667	45,000
Current Year Bad Debt Expenses					
68020-90-80 Bad Debt Expense	15	9,676	0	0	0
68020-58-10 JLA Bad Debt Expense	0	0	0	0	0
68030-90-80 Misc/Cash Over/Short	16,377	3,488	1,000	2,155	1,000
81000-90-80 Equipment>\$500<\$5000 - Admin	1,082	0	1,000	0	1,000
Total Administration Expense	1,427,464	1,665,394	1,462,496	1,481,312	1,497,025

**Sonoma County Fair
Maintenance and General Operations Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #		Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
50010-10-80	Salaries & Wages Permanent	504,035	551,299	610,755	591,980	610,441
50012-10-80	Salaries & Wages Perm. - Overtime	49,931	93,423	72,123	52,277	58,301
50015-10-80	Salaries & Wages Perm. - Paid Leave	81,862	43,621	37,291	62,792	37,673
55011-10-80	Salaries & Wages Perm. - Cash Allowance	61,448	66,348	71,760	69,052	71,760
	Total Salaries & Wages - Permanent:	697,276	754,691	791,929	776,100	778,176
Salaries & Wages - Temporary						
50013-10-80	Salaries & Wages Temporary - Overtime	0	0	0	25,720	30,000
50020-10-80	Salaries & Wages Temporary	214,683	206,633	220,000	170,622	190,000
55999-99-99	Payroll Contra account for CIP projects	0	0	0	0	0
	Total Salaries & Wages - Temporary:	214,683	206,633	220,000	196,341	220,000
Employee Benefits - Employers Share						
54000-10-80	Employee Benefits - Employer's Share-Accrued Leave	(7,959)	5,240	0	3,325	0
55010-10-80	Employee Benefits - Employer's Share-Health Benefits	120,585	122,272	134,178	133,650	164,433
55030-10-80	Employee Benefits - Employer's Share-Other Benefits	20,935	18,141	6,200	9,258	11,033
55080-10-80	Sick Pay - Temporary	678	240	300	970	1,000
55040-10-80	Employee Benefits - Employer's Share-Retirement	267,490	263,615	277,461	276,881	279,737
	Total Employee Benefits - Employer's Share:	401,729	409,508	418,139	424,084	456,203
Payroll Taxes						
55000-10-80	Payroll Taxes - FICA/Medicare Perm.	52,437	56,506	54,780	57,992	54,041
55001-10-80	Payroll Taxes - FICA/Medicare Temp.	16,475	15,826	16,830	15,215	16,500
55070-10-80	Payroll Taxes - Unemployment Ins. Temp.	10,617	10,059	13,244	8,688	9,000
55071-10-80	Payroll Taxes - Unemployment Ins. Perm.	608	459	3,792	1,206	630
	Total Payroll Taxes	80,137	82,850	88,646	83,100	80,171
Worker's Compensation Insurance						
55020-10-80	Workers Comp. Insurance - Permanent	18,623	84,649	29,471	97,824	113,365
55021-10-80	Workers Comp. Insurance- Temporary	7,366	8,534	10,230	8,160	34,770
	Total Workers Compensation Insurance:	25,989	93,182	39,701	105,985	148,135
	Total Maintenance Wages & Benefits:	1,419,813	1,546,866	1,558,415	1,585,611	1,682,685
Professional Services (Contractual)						
56000-10-80	Contract Services	70,393	97,396	85,000	90,444	90,000
56086-10-80	Recycling Program	0	1,184	2,000	0	2,000
	Total Contract Services:	70,393	98,580	87,000	90,444	92,000

Rental - Maintenance Equipment

**Sonoma County Fair
Maintenance and General Operations Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #		Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
72050-10-80	Equipment Rental - Maintenance	23,029	30,253	35,000	32,940	35,000
Light, Heat, Water and Power						
70010-10-80	Gas & Electricity	132,528	150,816	135,000	133,343	175,800
70010-10-20	Gas & Electricity -Harvest Fair (reimbursement)	0	0	0	0	
70015-10-80	Water & Sewer	115,796	154,167	135,000	135,376	135,000
	Total Utilities:	248,324	304,983	270,000	268,719	310,800
Maintenance of Equipment - Supplies and Expense						
73010-10-80	Equipment Repairs	33,596	38,158	45,000	48,099	45,000
68095-10-80	Licenses & Permits - Maintenance	5,336	6,283	6,500	6,660	6,700
70040-10-80	Mechanic Supplies	9,249	8,555	13,000	8,915	10,000
70045-10-80	Fuel	35,333	38,818	45,000	45,048	48,000
	Total Maintenance of Equipment:	83,514	91,814	109,500	108,722	109,700
Maintenance of Buildings & Grounds - Supplies and Expense						
62030-10-80	Office Supplies	4,036	694	4,000	2,273	3,000
70020-10-80	Janitorial Supplies	66,446	48,445	55,000	41,130	42,000
70025-10-80	Landscape Supplies	8,994	25,285	23,000	23,002	23,000
70030-10-80	Electrical Supplies	20,144	20,024	25,000	16,677	18,000
70035-10-80	Carpentry/Plumbing Supplies	17,542	12,305	16,000	8,623	12,000
70050-10-80	Grounds Supplies	62,221	58,328	55,000	45,907	50,000
70060-10-80	Paint Supplies	34,463	29,861	35,000	20,133	20,000
70070-10-80	Chairs/Tables/Other Inventory	4,046	0	5,000	0	0
73021-10-80	Special Repairs - ADA	5,356	6,923	7,000	297	0
73020-10-80	Building & Ground Repairs	45,900	39,541	45,000	44,891	45,000
	Total Maint of Buildings & Grounds	269,149	241,407	270,000	202,932	213,000
Trash Removal, Clean Up (Contractual)						
56085-10-80	Garbage Service	84,838	89,236	80,000	73,726	80,000
Special Repairs & Equipment						
73030-10-80	Special Repairs & Equipment	14,274	19,000	15,000	52,214	15,000
Equipment >\$500<\$5,000- Maintenance						
81000-10-80	Equipment >\$500<\$5,000- Maintenance	11,186	25,101	8,000	11,392	10,000
	Total Maintenance Expense:	2,224,519	2,447,241	2,432,915	2,426,701	2,548,185

**Sonoma County Fair
Other Revenue
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #	Actual YTD 12/31/2016	Actual YTD 12/31/2017	Annual Budget 12/31/2018	Projected 12/31/2018	Annual Budget 12/31/2019
	Other Operating Revenue (Misc Non-Fair)				
48400-90-80	2,564	3,553	3,500	3,757	3,500
48850-90-80	685	1,123	0	0	
48870-90-80	575	643	0	386	0
48810-10-80	32,443	145,372	15,000	26,493	23,000
48401-90-80	4,694	1,596	0	2,420	0
	40,962	152,287	18,500	33,056	26,500
48910-90-80	178	56,422	0	27,150	0
31101-90-80, 31200-90-80	208,048	549,026	0	0	0
47600-50-10, 47600-52-10,	(67,126)	680	0	29,569	0

**Sonoma County Fair
Other Expense
Budget Worksheet**

Sonoma County Fair & Exposition Inc. - Budget as passed by the Fair Board - 11/29/18

G/L #	Actual YTD 2016	Actual YTD 2017	Annual Budget 2018	Projected 2018	Annual Budget 2019
Prior Year Operating Expense Adjustments & Other Expenses					
91080-90-80					
Prior Year Expense	(13)	279,084	0	68,666	0
75025-90-80					
Gain or Loss on Sale of Assets	0	0	0	1,236	0
	(13)	279,084	0	69,902	0
Total Prior Year & Other Expenses					
Other Interest Expense					
75010-90-80					
Other - Interest Expense	12,190	12,500	16,000	8,000	0



Recommended Budget

Sonoma County Fairgrounds

Department Overview

2018 ADOPTED: \$10,082,008

2019 RECOMMENDED: \$10,609,450

NET CHANGE: \$527,442

TOTAL FTE: 30.75

Rebecca Bartling
Chief Executive Officer

County Fair

2.00 FTEs

Horse Racing/
Satellite
Wagering

1.75 FTEs

Interim Events

10.00 FTEs

Maintenance

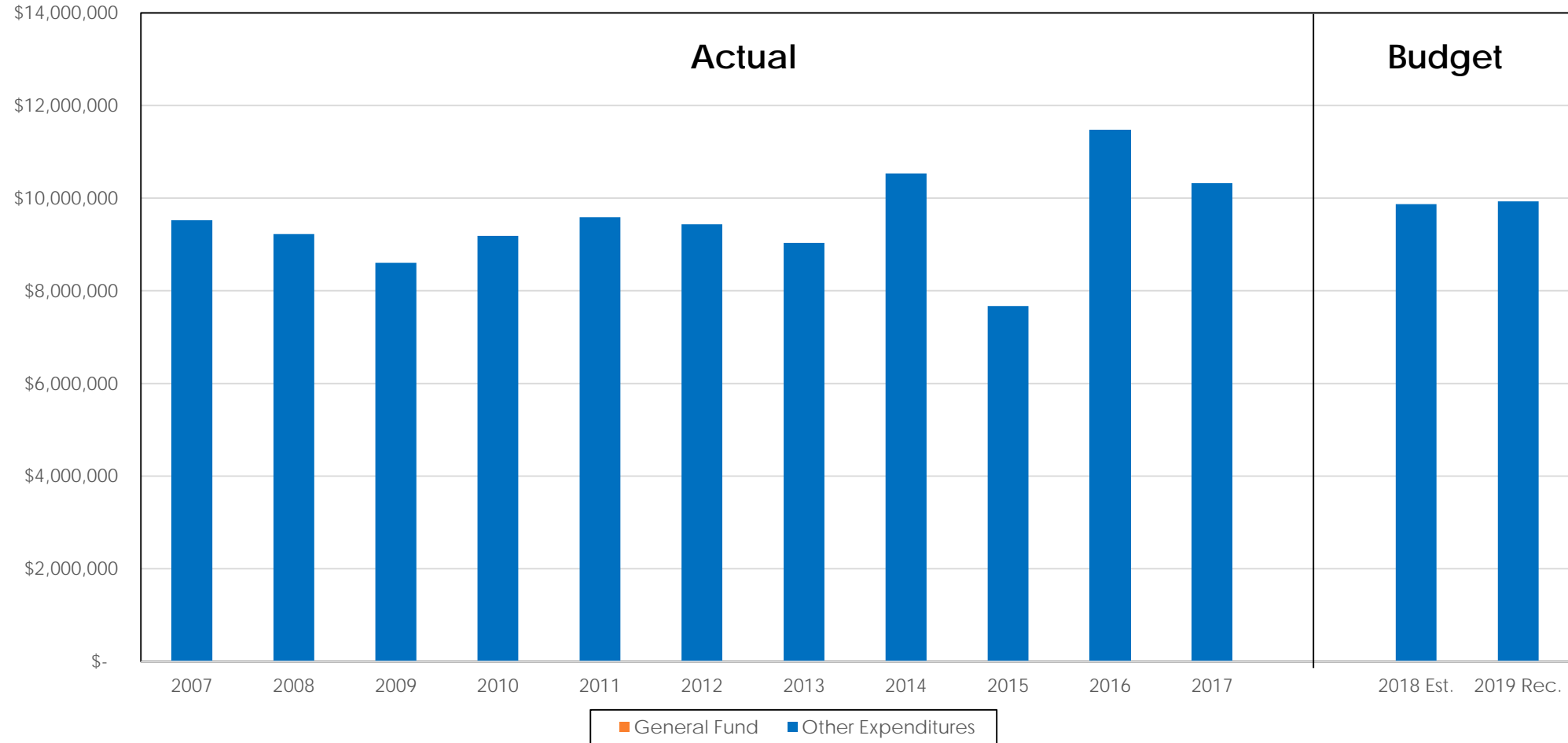
11.00 FTEs

Administrative/
Debt
Service/Capital
Improvement

6.00 FTEs



All Funds Trend



Significant Budget Changes

Salaries and Benefits increased \$47,000.

- Primarily due to increase in State minimum wage.

Services & Supplies increased \$115,000.

- Expected increases in annual fair security, cost of off-site stabling of race horses, cattle drive, and administrative expenses.

Net Income decreased \$123,000.

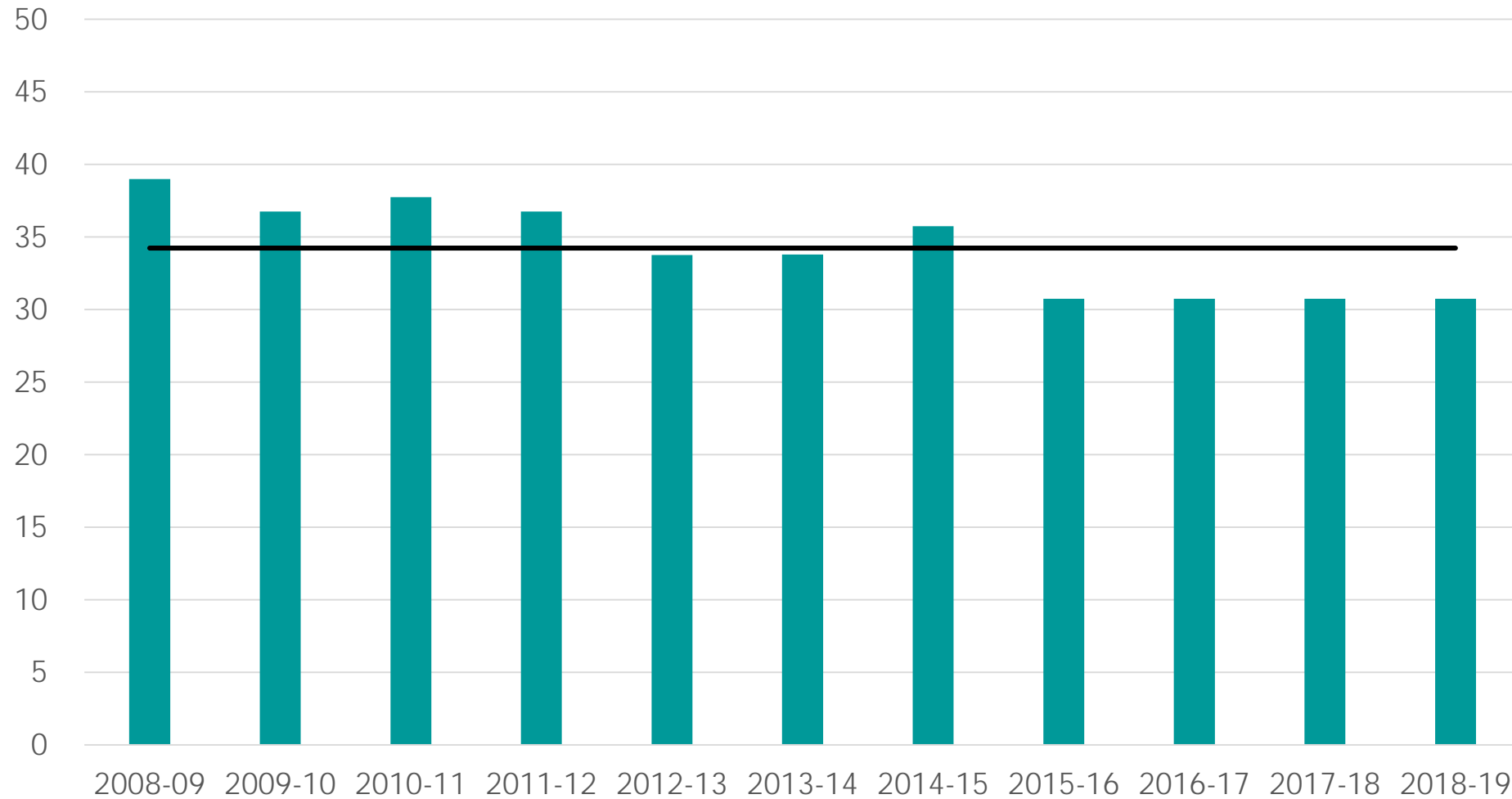
- Primarily due to winding down of FEMA's use of RV Park.

Capital Expenditures increased \$366,000.

- Roof and HVAC replacements, RV park improvements, Asphalt repair.



Allocated Position Trend



Fairgrounds By the Numbers: 2018

2018 Sonoma County Fair

209,000 Admissions
21,700 Kids Admitted Free
12,200 Seniors Admitted Free
545 Seasonal Employees

2018 Other Major Events

21,000 Country Summer
20,000 The Emerald Cup
7,000 Sonoma County Harvest Fair



County Fair – 11 Days

- Salute to Heroes Theme, with free admission to First Responders.
- Angel the Texas Longhorn moves into the Sweet Lil's Farm.
- Junior Livestock Auctions raised \$1,647,000 for local youth (up 4% from 2017) – making it one of the largest JLAs in the state.
- Total food and beverage concessions sales up 2%.
- Total paid Admission down 5%. Three fewer days of racing in 2018.
- Carnival revenue up 6%.
- Second year of craft beer competition and brewfest.
- Sold out Rodeo, and Destruction Derby shows in Chris Beck Arena.



Horse Racing & Satellite Wagering – 8 Days of Racing

- Average daily handle increased 1%. Increase due primarily to Advance Deposit Wagering.
- Continued enhancement of customer experience to bring fair attendees into the grandstands.
- Derby Dog Dash a popular between-race track activity.
- Only California fair race meet that offers a turf track.
- No “Bonus Week”. Racing dates concurrent with Fair dates.



Interim Events

- Interim revenue (without FEMA trailer revenue) up 8% from budget for the first 10 months of calendar 2018.
 - ✓ With FEMA trailer revenue, revenue up 78% over budget.
- 5th year of Country Summer Music Festival (approx. 20,000 attendees).
- 7th year of National Heirloom Festival.
- 6th year of the Emerald Cup; 20,000 attendees with local hotels filled.
- Over 300 events (1 Million visitors) – bringing new cultural experiences to Sonoma County.
- Second year of managing Santa Rosa Veterans Memorial Building, for Sonoma County General Services.



Maintenance

- Continued improvements to campus-wide Wi-fi for events.
- Improvements to horse racing turf track.
- Continued water conservation efforts.
- Implemented enhanced perimeter security.
- Ongoing improvements to RV Park.
- Continued ADA improvements facility-wide



Administration, Debt Service, Capital Improvement

- Administration
 - ✓ Successful hire of Deputy Fair Manager
- Debt Service
 - ✓ No short or long-term borrowing in calendar 2018.
- Capital Improvements
 - ✓ Equipment replacement to meet air quality requirements



Sonoma County Fairgrounds

Key Issues

- Increased labor costs.
- Repurposing part of Fairgrounds as part of strategic review and planning.
- Decreasing horse racing revenues.
- Deferred maintenance of facilities.
- Appeal of annual County Fair in a changing County demographic.



2019 Objectives

- Enhance existing marketing programs to attract additional interim rentals utilizing industry networking and social media platforms.
- Continue to pursue opportunities for renovation and reinvention of underutilized assets on the Fairgrounds property.
- Develop new attractions such as e-sports during the Fair to attract the younger demographic. Additionally continue with expansion of the Festival within a Fair concept.
- Continue working towards decreasing Fair-time and interim waste streams by diverting them to composting or recycling.
- Continue improvements in the Fairgrounds RV Park to allow for better patron experiences.





Questions/Discussion





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 44
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: January 29, 2019

Vote Requirement: Majority

Department or Agency Name(s): County Administrator, General Services

Staff Name and Phone Number:

Sheryl Bratton, County Administrator: 565-2588
Caroline Judy, Director General Services: 565-8058

Supervisorial District(s):

Title: Potential New County Government Center Options

Recommended Actions:

Consider the following recommendations relating to potential new County Government Center options and associated expenditures:

- A. Accept report summarizing results of informational market survey.
- B. Authorize the Director of General Services to conduct a competitive solicitation for a Technical Advisor to provide services to the County which may include: assisting in developing comparative analysis of potential new County Government Center options for future Board consideration; creating a community and staff engagement plan regarding options; and revalidating the Service Delivery Vision and program element of the previously-adopted County Center Facilities Plan.

Executive Summary:

The current 1950's based, sprawling County campus no longer serves the needs of our community nor does it represent the highest and best use of valuable property assets. The County campus represents 470,456 square feet of office space, not including the detention facility and the Sheriff's buildings. The cost of operating the property portfolio has grown as facilities have aged, as deferred maintenance obligations increase, as owned properties have no room for expansion, and therefore as department needs for space are increasingly met through commercial office leases. The County faces a \$258 million backlog of deferred maintenance on the County government center campus and building systems are failing and beyond the point of repair. The majority of the existing buildings on the County campus are beyond useful life and the cost of addressing major building system failures is increasing.

On May 8, 2018 the General Services Department presented information to the Board on the condition of existing County Government Center buildings and the taxpayer costs of ongoing and deferred maintenance. The staff report from May 2018 is included as Attachment B. Four options were

presented to the Board to mitigate the growing deferred maintenance obligation: continue with the status quo, catch up on deferred maintenance, construct new buildings either on the County campus or elsewhere, or lease buildings. The report concluded that the options of either continuing with the status quo or spending \$10 million dollars a year to catch up on deferred maintenance without extending the life of County Government Center buildings, addressing seismic safety or reducing the County's financial liability were ineffective and not a wise investment strategy. The presentation also discussed the efficiency of delivering services to the public. With facilities located at various parts of the campus and in leased buildings, the process of obtaining County services can be difficult and frustrating for the public when they must navigate through several departments at different locations. The Board of Supervisors directed staff to conduct a request for market feedback regarding the best practices and options for a new or revitalized County Government Center. The Board directed staff to consider opportunities for the existing campus, and to obtain market feedback on the viability of various project and delivery models and locations, including relocating to alternative sites such as downtown Santa Rosa or the Airport business park.

The Board also directed staff to work collaboratively with the City of Santa Rosa. The City is similarly interested in addressing growing deferred maintenance obligations and therefore is considering replacing its aging facilities, mainly located in the downtown area. The City, unlike the County, is only interested in considering options to build new facilities in downtown Santa Rosa. Both jurisdictions have properties that could be considered for surplus or otherwise leveraged to offset some of the costs of new facilities.

This report provides a summary of the market informational request relating to potential new County Government Center options. In addition, staff seeks direction from your Board on next steps including initiating procurement for a consultant with technical expertise to assist in a multi-phased capital redevelopment program. If authorized, staff will conduct a competitive procurement and return to the Board for award of a technical consultant services contract.

Discussion:

Background

On May 8, 2018 the Board authorized the Director of General Services to issue a Request for Interest to seek feedback on the feasibility of replacing aging County buildings. The Sonoma County Maintenance Costs Report presented to the Board in May is attached. (See Attachment B). The County needs to replace 500,000 square feet of office facilities; a coroner's facility (morgue); and a public health laboratory. In addition the County needs to initiate a program for seismic retrofit and renovation or replacement of the Hall of Justice, and build a larger, modernized emergency operations center.

The City of Santa Rosa is also considering options to replace their aging facilities. The City is in need of approximately 200,000 square feet of office and supporting services space and would like to relocate the public safety yard. City staff has indicated an interest in possibly collaborating with the County on a shared Request for Qualifications and Proposals.

Methodology

Following the Board's direction, the County General Services Department initiated a nationwide survey to accomplish four main goals:

- a) Identify preferred delivery methods for government center development,
- b) Generate nationwide interest in the County's and the City's government center concepts,
- c) Determine market preference for both County and City government center locations, and
- d) Identify best practices from the development community that the County and the City could apply to the development of their respective government centers.

County staff began comparative and market research in June of 2018. Interviews were conducted with the City of Long Beach and City of Napa staff, who are leading the development of large government centers in their respective cities. The County's goal was to learn what worked and what did not work for those cities as they moved their projects from concept to completion. To save staff and consulting resources, sample RFQs and RFPs were collected from Long Beach and Napa as possible templates for the County. Information was collected on the steps the cities took, their development partners, and all aspects of their development process. (See Attachment C).

County staff also initiated the first step of a nationwide survey by identifying the largest commercial developers, builders, and architects in the country based upon published rankings provided by credible, independent third party sources: "Building Design & Construction Magazine", "Commercial Property Executive", "San Francisco Business Times", and North Bay Business Journal. From these published sources a list of 272 companies was created.

In July, the General Services team initiated a mass call campaign to the companies on the list to generate interest in the proposed County and City government center concepts, and to obtain contact information. County staff used scripts when making the calls so that there was consistency in the information shared with the market. As a result, County staff generated a list of 118 interested parties out of the original 272 identified.

In August, County staff developed and emailed a survey on behalf of the County and City to the interested parties. Contacted parties included the 118 companies as described above and 276 vendors listed on the County's supplier portal. The survey consisted of 35 questions and included both multiple choice and narrative responses. (See Attachment D). To maintain a single point of contact and avoid confusion for survey respondents, the survey was sent and results were collected by County staff and then forwarded to City staff for their review. The survey response rate was approximately 25%. A total of 364 firms were contacted of which 66 firms responded.

In August and September, County and City staff conducted joint follow-up telephone interviews with survey respondents who had expressed interest in a telephone interview. Twenty-five interviews were conducted, each lasting 30-60 minutes, with County and City staff focusing on gaining further clarification on responses. Respondent feedback to the County and City's approach to surveying the market was universally favorable, and most survey respondents and all those interviewed expressed strong interest in bidding on future opportunities.

Findings from Market Survey

The market survey responses were evaluated considering both the written survey along with the results from phone calls, where applicable. A detailed analysis of the results is included as Attachment E and is summarized below. The full text of responses is included in Attachment E, with firm names and contact information removed.

- The County should identify in the RFQ/RFP the preferred location for any new government campus. The location should reflect the intended service delivery approach and employee considerations.
- Given the complexity of large-scale development projects the City and County should retain an industry respected and experienced technical advisor and have dedicated staff.
- A clear understanding of the City Council and Board of Supervisors goals and objectives is important and having elected officials serve as project sponsors is helpful.
- A two-phase solicitation approach using first a Request for Qualifications to identify a short-list of respondents and then a Request for Proposals encourages qualified respondents and increases the likelihood of quality proposals. Stipends for proposals are typically provided.
- Be clear about financial resources and define the budget in the RFQ/RFP to provide development parameters.
- Streamline the entitlement process to reduce bidder risk.
- Leverage developer creativity in RFP phase by describing detailed objectives rather than prescriptive requirements.
- Consider separate bid bundles or separate RFPs targeted to different market segments with differing financing structures, for example, government and residential buildings should be bid separately.
- Consider 50 year long-term land leases if a Public Private Partnership (P3) or similar approach is used.
- Consider lease terms of 25 years if a build-to-suit approach is used.

There were notable similarities and differences in the survey responses correlating with the discipline and size of each respondent's firm. In general, a master plan guided development process was favored by architectural and builder/contractor firms. P3-type developers preferred a more flexible development process with broad goals. The survey question relating to location was expressed in terms of bid interest. Both large and small firms expressed similar preferences regarding location with 74% interested in potentially bidding on separate development projects at the current respective locations (or alternatively at the airport), and 84% expressing interest in bidding on co-located development at any site. Finally, size appeared to matter more in the structure of the solicitation. Larger firms expressed higher interest in the government office, specialty purpose and commercial office buildings and less interest in housing development. Smaller firms expressed interest in government office and housing, and less interest in the specialty purpose buildings. Both large and small firms recommended structuring housing development opportunities separately.

The survey goals as set forth by the General Services Department were largely met. Clearly there is market interest in the potential development opportunity with 86% of respondents stating they were interested in bidding. As described above, discipline and firm size affected responses regarding the structure of the solicitation. Responses varied on the delivery method with no overall preferred method. The questions regarding location established interest but were not conclusive, therefore the objective of establishing a clear market preference for location was not met. Best practices were clearly identified with strong support for dedicated staffing, using a technical advisor, engaging stakeholders early, using a two phased RFQ/RFP with stipends, and looking for opportunities to engage local vendors.

Findings from Comparative Research

In addition to the survey, staff researched eight administrative office replacement projects by various counties and municipalities to compare the scope, delivery method, financing and costs. The projects researched are summarized in Attachment H. The projects are categorized by finance method, which includes Performance Based Infrastructure (“PBI”) (a form of public private partnership), build-to-suit lease, and debt finance.

The most recent projects include the City of Long Beach’s replacement in 2017 of 583,000 square feet of offices for a new City Hall, Port Authority building and a City Library using a PBI contract. Also in 2017, the City of Napa awarded a PBI contract to construct an 112,193 square foot building to replace the public safety, Administration and garage structures that were damaged in the 2012 earthquake. Although other projects undertaken by various jurisdictions are described in the attachment, staff believe the City of Napa and the City of Long Beach’s projects are more appropriate comparative models as the scope of work was similar to the County’s needs and the projects are more recent. Of the eight projects studied there were significant differences in financing methods.

Specifically, the financing approaches of the City of Napa and the City of Long Beach differed. The City of Napa used a combination of tax exempt lease revenue bond financing in addition to public private partnership financing, and the City of Long Beach used a public private partnership structure. Both cities retained ownership of the government center property, but sold surplus property to help offset the development costs. Their RFP documents stated general preferences for the development of hotel, mixed use commercial/retail and housing. Both cities emphasized the importance of hiring a project management consultant and having staff specifically dedicated to the project. Both cities used consulting firms specialized in development and finance as their owners-representative project management consultants. A complete summary of the interviews is included in Attachment C.

A different financing approach was used by the County of Solano to construct a new 300,000 square foot County Administration Center in 2004. The County issued \$118.33 million in certificates of participation in December 2002 with 30 year term with varying interest of 2-5% over course of the term. In February 2007 another \$99.86 million in certificates were issued to pay off part of the 2002 bonds with an annual average debt service \$7.3 million. The County of Solano’s debt financing approach represents another option for the Board’s consideration if a decision is made to replace the identified County facilities.

Steering Committee and Government Center Initiative Teams

A Government Center Initiative team was formed consisting of representatives from General Services, County Counsel, the CAO’s office and the City of Santa Rosa’s Planning and Economic Development department. Since May this team has been meeting bi-weekly in addition to weekly internal County meetings formed to prepare the survey and evaluate results. A County Department Head Steering Committee was also organized and has met twice to assist the County team. The County Department Head Steering Committee has provided feedback on market survey results, location considerations, and potential service, public access, and employee considerations. It is anticipated that the County’s Debt Advisory Committee will receive information and eventually also provide guidance on financial considerations, prior to future Board consideration. The overall advisory structure is described in Attachment F.

Next Steps

Staff are seeking authorization from the Board to initiate a competitive solicitation for a technical advisor. A technical advisor is needed for three phases of work. The first phase will include preparation of feasibility studies for the potential locations for new government buildings. Also included in this phase is the review and revalidation of program needs as described in the Comprehensive County Facilities Plan prepared by Gensler in 2014, visioning sessions with the Board, Department and Agency Heads and staff to guide the development of new program requirements, a Value for Money analyses to identify the most financially advantageous delivery method, and finally, development and implementation of an engagement plan that solicits substantive input from County employees and the public. The goal of these efforts is to support staff in developing options and recommendations for future Board consideration.

If so directed by the Board, subsequent phases of work could include developing the RFQ/RFP, assisting in the evaluation process, assisting in preparation of an Exclusive Negotiation Agreement, assisting in the negotiation and creation of a Development Agreement, possibly defining performance criteria if a P3 model is selected, and expanding public and employee engagement. The advisor's scope will also consider factors influencing phasing of office, specialty government buildings, and housing design and construction, and California Environmental Quality Act (CEQA) considerations. Once the County has a better understanding and direction on project variables staff will begin the CEQA process which may include a CEQA initial study. Additional funding will likely be necessary for formal CEQA studies, typically performed by a specialty consultant and managed by Permit Sonoma.

The final phase of work is anticipated to include assistance in translating goals into design and construction criteria, and assisting in reviewing and managing development deliverables. The scope of work of each of these phases and the length of time required to accomplish them will be dependent upon available funding, availability of County staff and Counsel resources and support and technical advisor resources. Any agreement with a technical advisor would be structured and bid with these phases as separate task orders allowing for Board discretion to authorize continuation of the planning effort at critical decision points.

If authorized, staff will conduct a competitive procurement and return to your Board for award of a professional services contract. The contract will entail the first scope of services described above. Once the initial scope of work is completed, staff will return to your Board to present information and recommendations from the advisor and staff regarding potential options and next steps. In addition, either in conjunction with or prior to that return to the Board, procurement of outside legal counsel will most likely be necessary to assist with various project needs. It is expected that County Counsel will bring forward such a request when and if appropriate.

The public benefit of proceeding with replacement of County facilities has been studied and described over the past ten years in various reports. These past studies are on file with the Clerk's office. A number of space saving opportunities have been identified such as creating adjacencies between departments that would enable shared front desks, sharing conference rooms and breakroom spaces among other measures. The cost of not replacing facilities is rapidly escalating as most County Center facilities are well beyond their useful life and major building systems are failing. As prior studies have described it is more cost effective to replace the current buildings than to extensively remodel the existing buildings.

Replacing existing facilities will also allow the County to modernize and improve service delivery to the public, and increase efficiencies by improving adjacencies and consolidating County space efficiencies and needs.

Project Budget

The County’s staffing and consulting resources associated with implementing all three phases of work for the Technical Advisor is expected to be significant. The City of Napa and Long Beach spent between \$5-6 million in upfront staff and consulting expenses, some of which was reimbursable through the developer (See Attachment G). The County’s estimated cost of consulting and staff time required for the initial and negotiations phases described in this Board memo are anticipated to be similar to the expenses incurred by the City of Napa and Long Beach.

The FY 18/19 County Government Center project budget anticipates \$300,000 for the first phase of scope of work by the technical advisor, to potentially include: preparing comparative analysis of several County Government Center options for future consideration, developing feasibility studies, and conducting community and employee outreach.

Prior Board Actions:

- May 8, 2018: Board directed staff to prepare a Request for Information Survey
- June 24, 2014: Comprehensive Facilities Condition Assessment Plan Update
- January 15, 2013: Comprehensive County Facilities Plan
- April 7, 2009: County Administration Center Site Evaluation and Opportunities Analysis

Strategic Plan Alignment Goal 3: Invest in the Future

Board action will advance your Board’s strategic goals of Infrastructure Investment and Housing for All.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$550,000		
Additional Appropriation Requested		\$1,825,000	\$2,700,000
Total Expenditures	\$550,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	\$550,000		
Contingencies			
Total Sources	\$550,000		
Narrative Explanation of Fiscal Impacts:			
<p>The FY18/19 Capital Budget authorized an allocation of \$550,000 in General Fund for County Government Center Phase 1. This fiscal year to-date, \$211,440 has been spent on staff, county counsel and consultant costs for County Government Center project planning and development.</p> <p>Continued work in the current year is anticipated to require another 500 hours for the cost recoverable County staff, County Counsel support, and the technical advisor. No additional budget appropriations are needed for the current fiscal year.</p> <p>In FY 19/20, approximately \$1.825 million in staff, technical consultant, in-house and external counsel, and a CEQA study expenses are expected. Staff anticipate that sufficient funding for the second phase of work will be available from the Deferred Maintenance Fund.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
<p>Two cost recoverable staff working part time within the General Services FDM-Real Estate division will be required to coordinate criteria with the Initiative Team and officials, administer the technical consultant contract and prepare briefings as required. In FY19/20 and FY 20/21, we anticipate additional scope of work for the technical advisor and staff resources necessary for RFP preparation, proposal</p>			

evaluations, and post selection activities such as negotiating exclusive negotiation agreements, preparation and negotiation of the development agreement, and in the engagement and environmental review processes.

Attachments:

- Attachment A: County Center Planning Power Point Presentation
- Attachment B: Sonoma County Maintenance Cost Report
- Attachment C: Summary of Interviews with City of Long Beach and City of Napa
- Attachment D: Market Survey
- Attachment E: Full Market Survey Responses
- Attachment F: Initiative Governance Structure
- Attachment G: City of Long Beach and City of Napa Consultant Costs Summary
- Attachment H: Project Delivery Comparisons

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

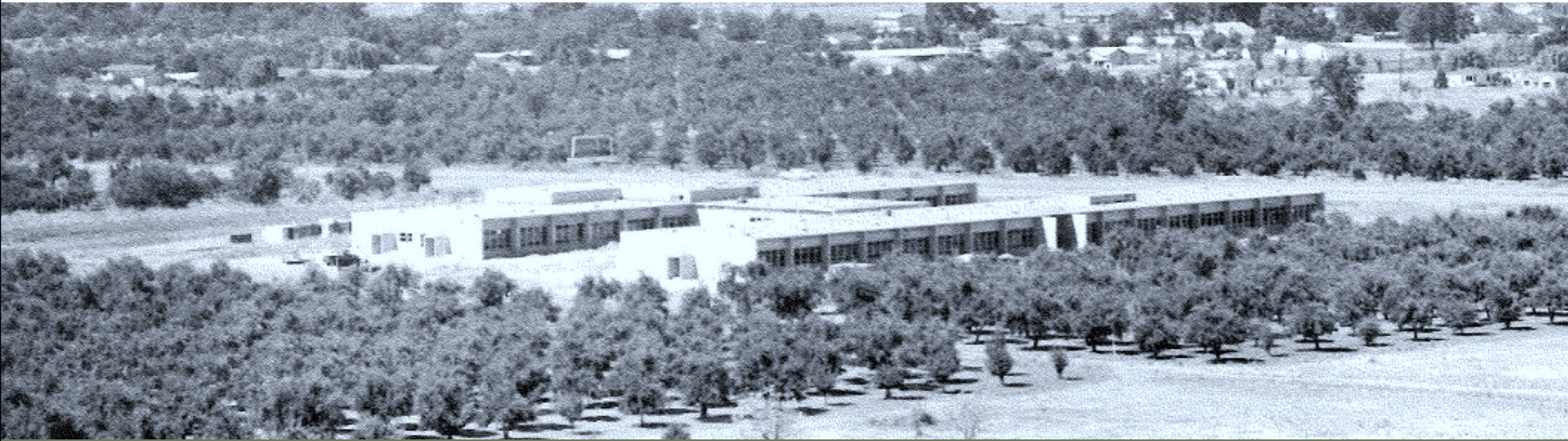


Report on Potential County Government Center Facility

January 29, 2019

CAROLINE JUDY, GENERAL SERVICES DEPARTMENT





80%

of County Government Center
(Sq. Ft.) is 50-60 years old.
(470,000 total square feet)

20%

Built between
1980-2010





Smart Spending: Facilities Condition Assessment

COST TO REPAIR BUILDING DEFICIENCIES – ENSURING EFFICIENT AND COMFORTABLE WORKPLACES



Permit Sonoma

~\$14M



Fiscal

~\$16M



Law Library

~\$18.5M

(ESTIMATES BASED ON REQUIREMENT INDEX (RI) VALUE)





Smart Spending: Facilities Condition Assessment

COST TO REPAIR BUILDING DEFICIENCIES – ENSURING EFFICIENT AND COMFORTABLE WORKPLACES



Administration

~\$26M



Human Services Paulin

~\$33M



La Plaza

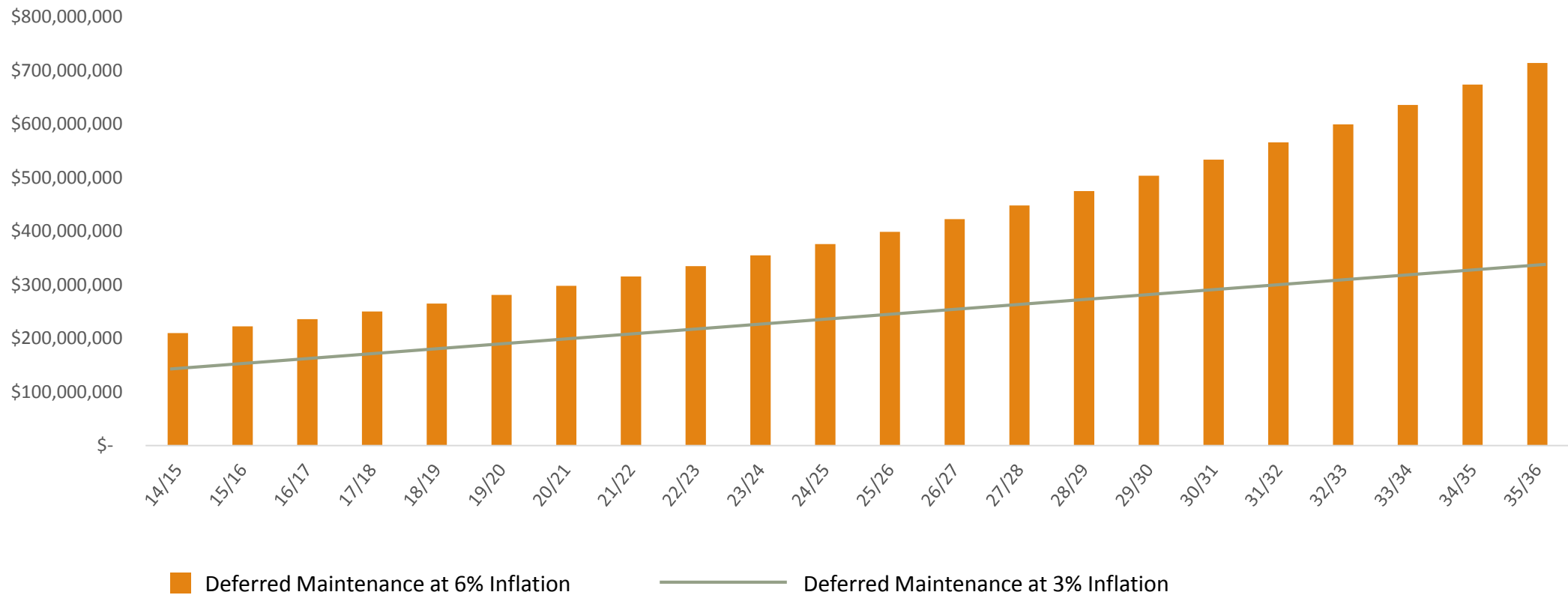
~\$39M

(ESTIMATES BASED ON REQUIREMENT INDEX (RI) VALUE)





Smart Spending: Deferred Maintenance Expenses



Source: Facilities Condition Assessment, VFA Associates, 2014. Using construction cost escalation of 6% per year. Total \$258 million today.



Prior Board Consideration

- May 8, 2018 options to address growing deferred maintenance
 1. Continue with status quo
 2. Catch up on deferred maintenance
 3. New construction
 4. Lease buildings



Board Direction

- Work with the City of Santa Rosa
- Learn best practices from other government projects
- Conduct market research
- Engage internal stakeholders



Board Objectives

- Reduce maintenance costs
- Invest in resilient infrastructure
- Improve access to County services
- Create opportunities for housing
- Strengthen our local economy



Staff Actions

- Worked with the City of Santa Rosa
- Collected best practices
- Conducted a market survey
- Engaged internal stakeholders
- Created an internal steering committee
- Analyzed prior workplace studies



City of Santa Rosa

- Consolidate City buildings
- Improve access to City services
- Create opportunities for a mix of market rate and inclusionary affordable housing



Comparative Study

- **City of Napa**
 - 130,000 square feet civic buildings
 - P3 financing with JPA bond financing
 - Total cost \$110 million*
 - \$6 million GF annual payment
- **City of Long Beach**
 - 260,000 square feet civic buildings
 - P3 financing with tax exempt bonds
 - Total cost \$118 million*
 - \$14 million GF annual payment





Used a
Technical
Advisor

Engaged
Stakeholders
Early

RFQ/RFP





**Dedicated
Staff**

**Local
Businesses**

Surplus



ADD DESIGN CREDIT

Market Survey

- 395 Email invitations
- 69 Completed online surveys
 - 49% Bay Area
 - 22% Local (Sonoma/Napa Counties)
 - 15% California
 - 12% US
 - 2% Outside US
- 25 Phone interviews
 - Optional for all respondents



Market Survey

Key Takeaways

- Determine service delivery goals before you select location
- 42 firms (86%) are likely to bid
- 39 firms (81%) are interested in joint procurement
- 42 firms (93%) say expedited permitting would increase interest



Market Survey

Expertise of Participants



Architecture
25 FIRMS



Builder
22 FIRMS



Consultant
20 FIRMS



Developer
16 FIRMS



Financier
8 FIRMS

Other – 19 FIRMS
Respondents selected all that applied



Market Survey Trends

42 Large firms (\$25 Million+)

- 85% are likely to submit a proposal
- Location
 - Separate Locations (74% interested / 25% neutral)
 - Colocation (84% interested / 15% neutral)
 - Airport (74% interested / 25% neutral)
- Development size - No preference or Less than \$500 million



Market Survey Trends

24 Smaller firms (Less than \$25 Million+)

- 46% are local businesses
- 85% are likely to submit a proposal
- Location
 - Separate Locations (74% interested / 25% neutral)
 - Colocation (84% interested / 15% neutral)
 - Airport (74% interested / 25% neutral)
- Development size - No preference or Less than \$500 million



Market Survey

Correlation between Firm Size and Preferred Bundles



Firms \$25 Million +

1. Government office space
2. Laboratory/morgue
3. Hall of Justice
4. Emergency Operations
5. Commercial/Retail



Firms Less than \$25 Million

1. Government office space
2. Hall of Justice
3. Housing
4. Commercial/Retail
5. Laboratory/morgue



Market Survey

Local Participation Opportunities

- Bundle projects to create opportunities for smaller firms
- Consider separating housing bid bundle from government office, specialty buildings bid bundles
- Consider requiring larger developers to work with a % of local sub-contractors



Internal Stakeholders

- **DAHA**
 - August update and discussion
 - December visioning session
- **Steering Committee**
 - County Administrators Office
 - County Counsel
 - Permit Sonoma
 - Auditor-Controller Treasurer-Tax Collector
 - Clerk Recorder Assessor
 - Community Development Commission
 - Information Systems Department
 - Human Resources
 - Economic Development Board



Internal Stakeholders

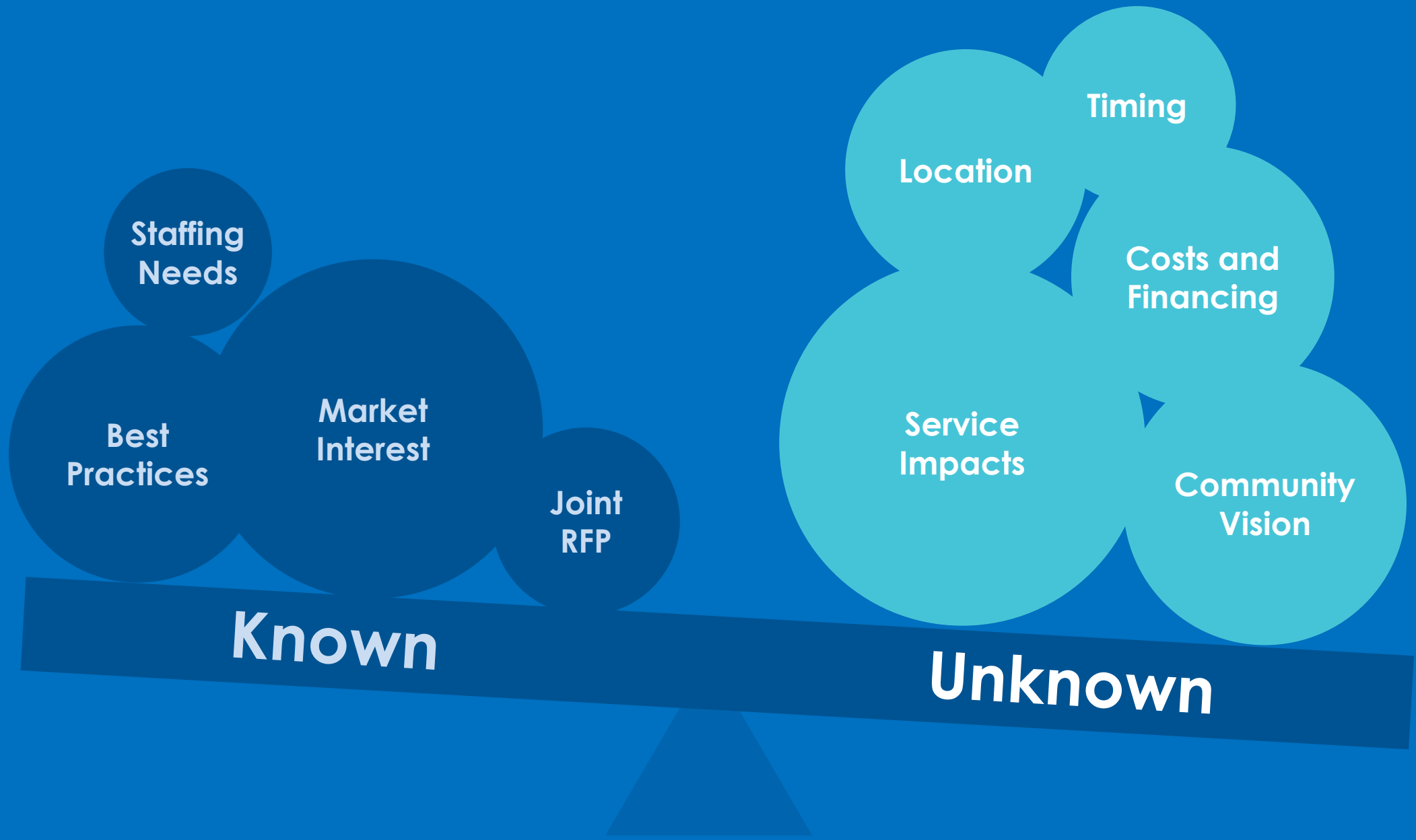
- Service delivery impacts
- Modernization/technology
- Impact to staff
- Traffic and Parking
- Financing
- Impacts on bonding and credit



Prior Workplace Studies

- Comprehensive County Facilities Plan (CCFP) - Gensler report
- What it includes
- What it does not include
- What may have changed since study was conducted
- Recent industry standards for private and public sector





Recommended Next Steps

- Issue RFQ/RFP(s) for technical advisor and legal advisor
- Conduct feasibility and value for money analysis
- Extensive outreach to employees
- Recommend options regarding location, delivery model and financing
- Create RFQ/RFP for developer

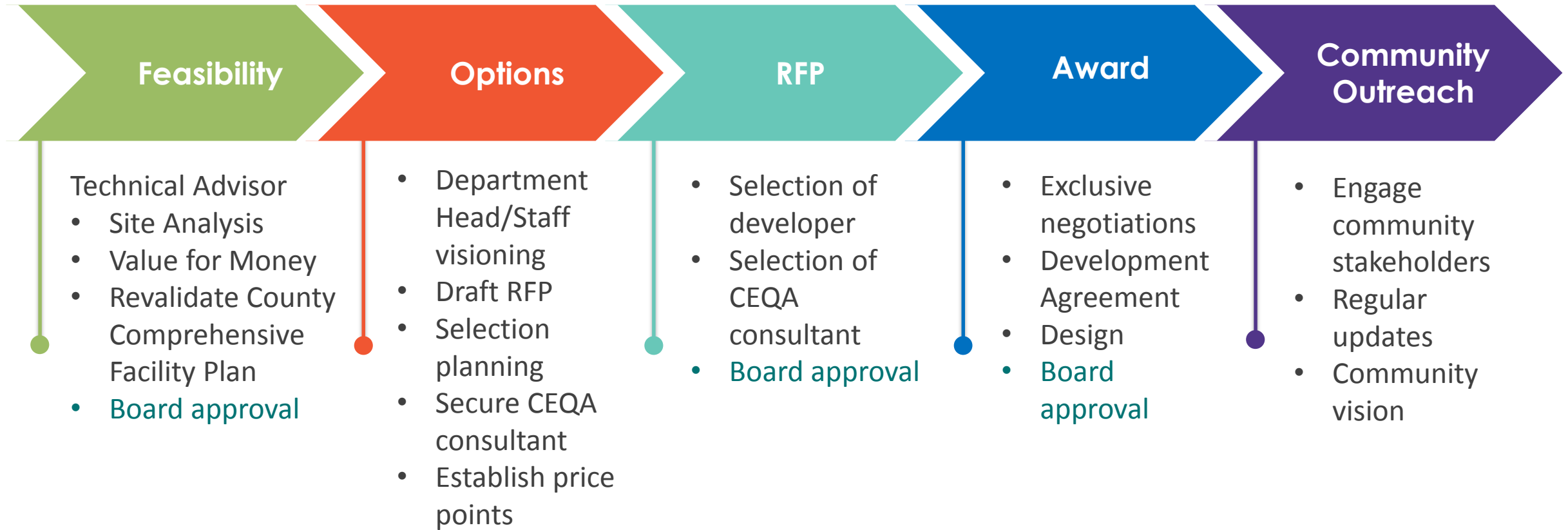


Resources Needed FY 18-19

- **Engage a Technical Advisor**
 - \$300,000 using project fund balance



Anticipated Timeline and Board Actions



Recommended Actions



- A. Accept report summarizing results of informational market survey.
- B. Authorize the Director of General Services to conduct a competitive solicitation for a Technical Advisor to provide services to the County which may include: assisting in developing comparative analysis of potential new County Government Center options for future Board consideration; creating a community and staff engagement plan regarding options; and revalidating the Service Delivery Vision and program element of the previously-adopted County Center Facilities Plan.



Report on Solutions for Addressing the Growing County Government Center Administrative Building Maintenance Costs

GENERAL SERVICES DEPARTMENT

May 8, 2018

Caroline Judy, *Director of General Services Department*

Keith Lew, *Deputy Director of General Services Department*

Toni Anthony Holland, *Senior Capital Project Manager, Facilities Development and Management Division General Services Department*

Brianne McClure, *Senior Communications Manager, General Services Department*

EXECUTIVE SUMMARY

The current 1950s-based sprawling County Government Center no longer serves the needs of our community, nor does it represent the highest and best use of valuable property assets. The campus was developed over the last 60 years with 10,000 square feet of building area per acre where less than one quarter of the available land is used for office space. This inefficient land use prioritizes vehicle parking over the efficient delivery of services, thereby underutilizing land that could be put to a higher purpose such as providing housing or generating revenue through mixed-use office and retail space.

The County's real estate portfolio is diverse, with over 2 million square feet of owned and leased facilities and over 170 structures. The County Government Center represents 470,456 square feet of office space, not including the detention facility and the Sheriff's buildings.

The cost of operating the property portfolio has grown as facilities have aged, and deferred maintenance obligations also have increased over time. Owned properties have no room for expansion and department needs for space are therefore met through market-rate commercial office leases. The opportunities for more efficient management of the County's real estate portfolio were studied by HOK Architects in 2007, and Gensler Architects in 2013. VFA was then tasked in 2014 to evaluate the condition of the County's facilities. These prior studies recommended either significant ongoing investment in maintenance or the replacement of the aging County campus buildings.

This report provides updated information on maintenance costs, and options for mitigating the growing financial liability of operating buildings beyond their useful life. This report provides information describing the cost to repair and replace buildings and demonstrates that it is more cost effective to construct new buildings. It also provides options for new construction, and analyzes possible locations and financing methods. This report is a companion document to a Board of Supervisors memo and presentation anticipated for the May 8, 2018 Board meeting.

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BACKGROUND

The General Services Department's annual operating budget funds the maintenance needed to keep all County buildings and facilities in acceptable condition and compliance with State and Federal laws and regulations.¹

There are three types of maintenance that are discussed in this report:

- **Preventative maintenance** is performed while the building, equipment or systems are still operating to lessen the likelihood of failures. Preventative maintenance should be performed regularly on all building components. If preventative maintenance is not done it becomes deferred maintenance.
- **Corrective maintenance** is the task of rectifying failed equipment or building systems such that these can be restored to operational condition. Corrective maintenance can include the complete replacement of equipment or building components.
- **Deferred maintenance** is the postponement of preventative and corrective maintenance. The lack of funding to cover all maintenance on time can cause more severe conditions that require a greater level of investment than the cost of the original maintenance.

COUNTY GOVERNMENT CENTER

The County Government Center makes up a quarter of the County's entire property asset portfolio and is the most expensive asset for the County to maintain. Over 80% of the County Government Center is 50-60 years old and experiences heavy use by the public and county employees – resulting in frequent and costly repairs or replacements. Compounding the age of the buildings, the County's investments in preventative maintenance have fallen behind and create an ever growing deferred maintenance obligation. The County's investment in maintenance has not met industry standard levels for more than ten years, a situation that has resulted in progressive building systems failures. Addressing deferred maintenance by either repairing or replacing the most expensive portion of the property portfolio will reduce the long-term financial risk to the County. Recognizing these trends in 2014 the General Services Department recommended and obtained a Comprehensive Facilities Condition Assessment.

KEY TAKEAWAYS

Over 80% of the County Government Center is 50-60 years old and experiences heavy use by the public and county employees – resulting in frequent and costly repairs or replacements.

The Board of Supervisors appropriated funds in 2014 for a Comprehensive Facilities Condition Assessment to help guide the County's asset management strategy.

The Comprehensive Facilities Condition Assessment conducted by VFA found that on the County Government Center, only the Family Justice Center, Main Adult Detention Facility, and the Sheriff's building warranted further investment based on the condition of the facilities.

¹ Such laws include the Title 24; Americans with Disabilities Act; Cal OSHA Regulations; Labor Codes; various Building and Fire codes, and Health and Safety Codes.

2014 COMPREHENSIVE FACILITIES CONDITION ASSESSMENT

The Board of Supervisors appropriated funds for a Comprehensive Facilities Condition Assessment to help guide the County's asset management strategy. VFA, now Accruent, conducted the study and used an industry standard benchmark known as the Facility Condition Index (FCI) to measure the current condition of the County's facilities. The FCI is calculated as a ratio by dividing the total estimated cost of completing all maintenance projects by a building's estimated replacement value. The higher the FCI, the higher the need for funding relative to the facility's value. A building with a good FCI would have a value under 0.05. A building with an FCI of between 0.05 and 0.10 would be considered in fair condition. And a building with an FCI of over 0.10 would be considered in poor condition. Buildings with an FCI of 0.3 or higher would be considered in critical condition.

An FCI of 0.3 is typically considered the point beyond which the remaining low facility value outweighs further investments. The Comprehensive Facilities Condition Assessment found that the average FCI was 0.34 for all of the buildings analyzed in the report throughout the County property portfolio. The County Government Center buildings had an average FCI of 0.36. The La Plaza B (0.53), La Plaza A (0.47), Law Library (0.47), Human Services (0.46), Child Care Center (0.41) and Administration (0.38) buildings are well beyond their useful life. The FCI values for the buildings described above indicate that continued investment in these buildings will have diminishing returns for the County.

Table 1 summarizes the essential county services and full-time employees that depend on the aging County Government Center buildings along with the FCI and replacement value for each building determined by VFA in the Comprehensive Facilities Condition Assessment. The replacement value is the cost to rebuild the existing structure in the same location, the same size, same quality of original construction, and original code at current costs. Replacement value does not equal the cost of building new construction to today's code, or market price.



LA PLAZA B (FCI 0.53) / LA PLAZA A (0.47)



LAW LIBRARY (FCI 0.47)



HUMAN SERVICES (FCI 0.46)



CHILD CARE CENTER (FCI 0.41)



ADMINISTRATION (FCI 0.38)

TABLE 1 - COUNTY GOVERNMENT CENTER BUILDINGS (FY 17/18)

BUILDING/ LOCATION	AGE	SQ FT	FCI	REPLACEMENT VALUE	SERVICES	FULL-TIME COUNTY EMPLOYEES
Administration Building 575 Administration Drive	60	45,682	0.39	\$19,502,701	Board of Supervisors, County Administration, County Counsel, Human Resources, Auditor	184
Permit and Resource Management 2550 Ventura Avenue	58	31,360	0.30	\$39,523,780	Permit Resource Management	136
Law Library 2604 Ventura Avenue & 445 Fiscal Drive	58	28,160	0.47	\$37,480,974	Law Library, Information Systems, Registrar of Voters, Sheriff	16
Fiscal Building 535 Fiscal Drive	55	40,430	0.31	\$45,108,140	Auditor/Controller/Treasurer /Tax Collector, Clerk/Recorder/Assessor	270
Mechanical Building	53	9,110	0.08	\$68,809,494	Mechanical Plant	0
Human Services 2550 Paulin Drive	52	44,484	0.46	\$51,058,011	Human Services	138
Emergency Operations 600 Administration Drive	51	5,400	0.36	\$13,929,895	Emergency Operations	0
Hall of Justice 600 Administration Drive	51	129,361	0.22	\$180,757,085	Superior Court of California	235
2300 Professional Center Drive	48	13,200	0.36	\$13,563,659	Information Systems	21
Data Processing 2615 Paulin Drive	45	15,524	0.35	\$25,157,907	Information Systems	52
La Plaza A 2300 County Center Drive	41	34,300	0.47	\$35,670,824	General Services, Regional Parks, Congressman, Energy and Sustainability, IOLERO	155
La Plaza B 2300 County Center Drive	41	34,300	0.53	\$34,312,372	Transportation and Public Works, District Attorney, Fire Emergency Services	154
Credit Union 370 Administration Drive	32	14,022	0.39	\$19,502,701	Information Systems, Probation	29
Children's Day Care Center 2614 Paulin Drive	30	2,300	0.41	\$2,841,411	Child Care	0
Family Justice Center 2755 Mendocino Avenue	11	22,823	0.12	\$20,224,751	Civil Legal Service Providers, Community-based Advocates, Law Enforcement and Prosecutors	13
Totals		470,456		\$635,748,266		1403

The FCIs in the table above illustrate that only the Family Justice Center warrants further investment. All the other buildings have FCI where further expenditures in maintenance are considered a poor investment. The table also indicates that the replacement value per square foot is over \$1,351. This cost to replace per square foot is higher than new construction as we

will describe later in this report and does not represent bringing the buildings up to current code. The current practice of repairing systems as they fail is replacement. Systems are fixed, like for like, but these are not wise investments and do not represent industry best practices.

INDUSTRY BENCHMARKS FOR FACILITY MAINTENANCE

The International Facilities Management Association (IFMA) reports industry-wide benchmarks allowing Facility Managers to see how their operation ranks against other organizations. If facilities fall significantly above or below the median, IFMA recommends examining cost or procedures.

IFMA's 2017 Benchmarking Report surveyed Facility Managers throughout the United States and Canada, analyzing more than 2,000 responses and 98,000 buildings about their maintenance costs for external building maintenance and interior systems maintenance. These costs included all repair, preventive, materials, direct-labor and contract costs for the following building components: foundations, structure, exterior closure (including doors, windows, walls, roof, and sealants), interior finishes, heating, ventilation and air conditioning systems, plumbing and building electrical distribution.

Average maintenance costs by region - The report determined that on-average, Facility Managers on the Pacific Coast spend \$4.07 per square foot for building maintenance.

Average maintenance costs by facility age – The report also determined that on-average, Facility Managers nationwide spend \$4.83 per square foot to maintain buildings that are 31-50 years and dedicate 44% of their expenditures to preventative maintenance.

Overall maintenance costs increased by \$1.59 per square foot (72%) from the previous benchmark report completed in 2013.

The next section describes how the County's operation and investment in facility maintenance contrasts with industry benchmarks.

KEY TAKEAWAYS

The IFMA standard for building maintenance on the Pacific Coast is \$4.07 per square foot.

Facility Managers nationwide spend \$4.83 per square foot to maintain buildings that are 31-50 years and dedicate 44% of their expenditures to preventative maintenance.

The County is funding building maintenance below IFMA standards by \$0.71 per square foot and \$2,980,561 annually for the entire asset portfolio.

The County Government Center itself falls short of IFMA benchmarks by \$752,330 a year.

Since 2012, the General Services Department has expended over 80% of its annual operating budget on unplanned building repairs and replacement of parts and systems instead of the preventative maintenance needed to extend the useful life of the County Government buildings.

MAINTENANCE EXPENDITURE TRENDS

The County funds building maintenance through the General Service Department Facility Operation division budget. As described above the IFMA standard is \$4.07 per square foot. If the County funded building maintenance based on IFMA benchmarks at \$4.07 per square foot, its annual maintenance budget would be \$8,108,714. The County is currently budgeting \$5,128,153 annually on building maintenance for all county buildings – a difference of \$2,980,561 annually. As Table 2 illustrates, funding for the County Government Center itself falls short of IFMA benchmarks by \$752,330 a year.

TABLE 2 - IFMA BENCHMARKS VS. COUNTY FUNDING AND MAINTENANCE STAFF

	TOTAL BUILDINGS	TOTAL SQ FT	IFMA FUNDING BM*	BUDGET FY 17/18	GAP BETWEEN IFMA AND COUNTY
ENTIRE COUNTY PORTFOLIO	170	1,992,313	\$8,108,714	\$5,128,153	\$2,980,561
COUNTY GOVERNMENT CENTER	15	470,456	\$1,914,756	\$1,162,426	\$752,330

* Based on IFMA benchmark of annual maintenance budget of \$4.07 per square foot

HOW DID WE GET HERE?

The County's maintenance budget has wavered year to year and resulted in irregular maintenance. Table 3 shows that from the early 2000's to 2007 maintenance budgets and expenditures rose year over year as square footage was increasing. Then from 2007 to 2011, the County's maintenance budget was reduced by 47%, down to \$1.90 per square foot in 2011 even with continued square footage increases. Budget cuts resulted in postponing regular preventative maintenance for several years, increasing the County's deferred maintenance backlog and causing county buildings and systems to deteriorate. Although the annual maintenance budget has gradually increased since 2012, the budget has not kept pace with the increase in square footage and with the backlog of maintenance needed to restore neglected buildings and systems. Table 3 also shows that the General Services Operations division's actual costs for maintenance have exceeded the available budget every year since 2010 as more expensive repairs and system replacements are needed. The General Services Department has used salary savings and revenues from within the department to offset maintenance budget deficits.

TABLE 3 – MAINTENANCE BUDGET AND EXPENSES FOR THE ENTIRE COUNTY PORTFOLIO

	SQUARE FOOTAGE	BUDGET	ACTUAL COSTS	ACTUAL COST PER SQUARE FOOT
FY 00/01	1,530,770	\$ 3,756,443	\$ 3,509,436	\$ 2.29
FY 01/02	1,530,770	\$ 4,289,883	\$ 3,866,813	\$ 2.53
FY 02/03	1,577,999	\$ 4,461,831	\$ 4,121,006	\$ 2.61
FY 03/04	1,577,999	\$ 4,901,991	\$ 4,715,023	\$ 2.99
FY 04/05	1,675,267	\$ 5,288,002	\$ 5,191,612	\$ 3.10
FY 05/06	1,675,267	\$ 5,778,696	\$ 5,490,152	\$ 3.28
FY 07/08	1,754,699	\$ 6,395,788	\$ 6,168,527	\$ 3.52
FY 08/09	1,779,311	\$ 6,454,676	\$ 5,940,227	\$ 3.34
FY 09/10	1,775,111	\$ 5,557,425	\$ 5,451,874	\$ 3.07
FY 10/11	1,796,542	\$ 3,865,458	\$ 4,186,364	\$ 2.33
FY 11/12	1,801,822	\$ 3,036,004	\$ 3,421,176	\$ 1.90
FY 12/13	1,801,822	\$ 3,312,571	\$ 3,602,033	\$ 2.00
FY 13/14	1,806,390	\$ 3,823,666	\$ 3,838,141	\$ 2.12
FY 14/15	1,992,313	\$ 4,087,045	\$ 4,435,896	\$ 2.23
FY 15/16	1,992,313	\$ 4,431,626	\$ 4,820,594	\$ 2.22
FY 16/17	1,992,313	\$ 4,977,613	\$ 5,358,235	\$ 2.69
FY 17/18*	1,992,313	\$ 5,128,153	\$ 6,697,541*	\$ 3.36

*Fiscal year estimate only

Even with the increase in budgeted maintenance in FY 17/18, the County is below IFMA standards by \$0.71 per square foot or \$2,980,561 annually for the entire asset portfolio. Not only is the county below IFMA benchmarks, it is far below the investment needed to address the growing deferred maintenance backlog described below.

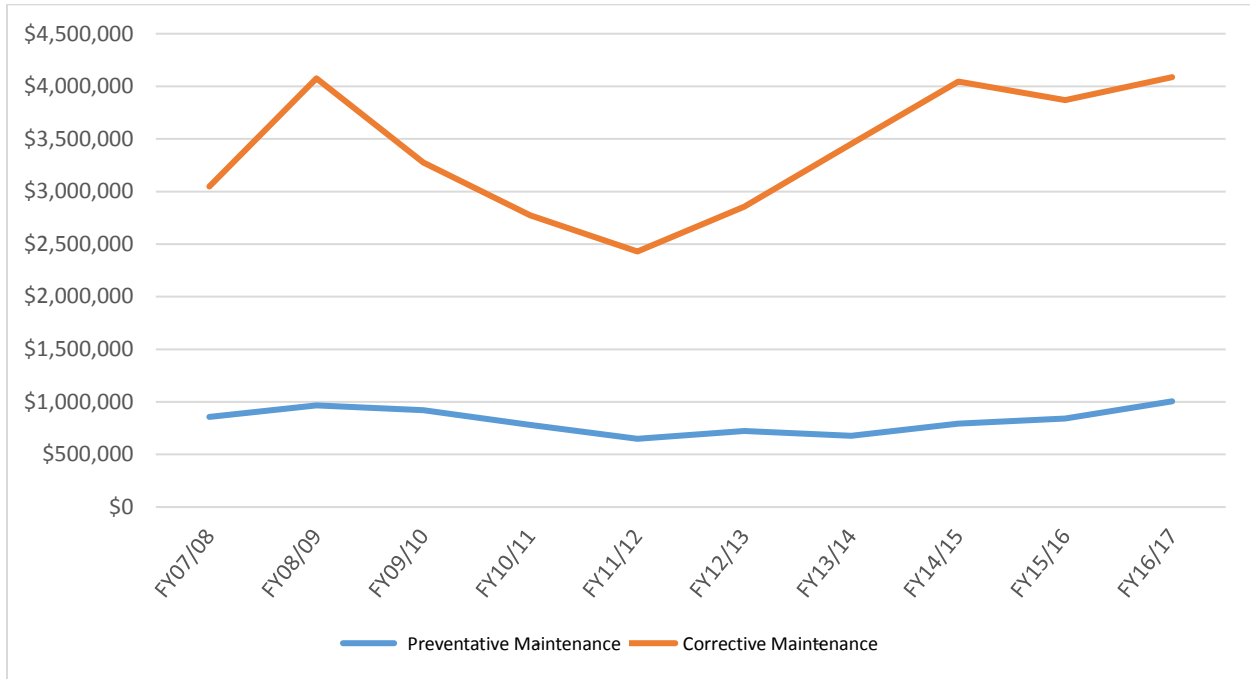
GROWING CORRECTIVE MAINTENANCE

Since 2012, the General Services Department has expended over 80% of its annual maintenance operating budget on unplanned building repairs and replacement of parts and systems instead of the preventative maintenance needed to extend the useful life of the County Government buildings. As systems fail, the County must choose between replacing the system, finding an interim solution, or deferring maintenance. Replacement of systems is often cost-prohibitive, so the County frequently relies on interim solutions to keep facilities operating. Such repairs will restore system functionality but will not last as long as a system replacement or extend the useful life of the system. This type of corrective maintenance does not reduce the County's growing deferred maintenance. In some situations, the County has no option but to replace the entire system.

In the last two years alone, the County spent \$781,000 on emergency system replacements including: the gas line to the Main Adult Detention Facility (\$97,000), heating ventilation and air conditioning systems at the La Plaza A building (\$229,000) and at the Family Justice Center (\$110,000), new roof at Permit Sonoma (\$340,000), structural failures of the Permit Sonoma trailer and the Information Technology department building roof, walls and foundation. Given that over 80% of the County Government Center is 50-60 years old, such failures are likely to

continue and the cost to repair will increase with construction cost escalation. Chart 1 below shows the increasing trend of corrective maintenance expenditures as preventative maintenance expenditures stay low.

CHART 1 –ACTUAL PREVENTATIVE VS. CORRECTIVE MAINTENANCE COSTS



GROWING DEFERRED MAINTENANCE

Postponing both preventative and corrective maintenance results in a backlog of deferred maintenance. Deferred maintenance results in major structural or building systems failure and therefore systems must be replaced at significant cost and often on an emergency basis.

In 2014, the Comprehensive Facilities Condition Assessment conducted by VFA determined that the County Government Center alone had a backlog of \$236 million in deferred maintenance. VFA based this evaluation on the condition of County facilities given their age, construction type, maintenance performed and overall condition of each building’s systems. The assessment evaluated building closures (exterior walls, roofing, doors, windows, and sealants), foundations and structure, heating ventilation and air conditioning, electrical distribution systems, plumbing, interior doors and hardware and fire protection systems. In subsequent years, with escalating construction costs the County Government Center’s deferred maintenance backlog has increased to \$258 million.

ADDRESSING DEFERRED MAINTENANCE THROUGH THE CAPITAL IMPROVEMENT PLAN

In FY 16/17, the General Services Department developed a five-year deferred maintenance plan to address the highest priority deferred maintenance projects in five annual phases. Projects in the five-year plan totaled \$64 million and included air handler replacement and auger grinder maintenance at the Main Adult Detention Facility, ISD switchgear replacement, County complex transformer repair, central mechanical plant generator replacement. The five-year plan was introduced in the 2016/2021 Capital Improvement Plan and was not funded. It has been included in all Capital Improvement Plans since and remains unfunded.

In FY 17/18, the Board authorized capital funding to address failing systems including roof replacements at the Permit Sonoma building (\$340,000) and the Santa Rosa Veterans Memorial Hall (\$1,456,956).

Critical repairs and maintenance costs have increased since the development of the original five-year plan. The updated five-year plan included in the 2018/2023 Capital Improvement Plan identifies over \$70 million in deferred maintenance projects. The updated plan identifies \$14 million “must do” deferred maintenance projects to be completed in FY 18/19 to preserve property assets.

In addition, over \$131 million in capital improvements requested by departments and \$21 million in Americans with Disability barrier removal projects on the County campus are described in the Capital Improvement Plan. These department requests could be met by replacing buildings.

As of FY 17/18, the Capital Improvement Plan identified total deferred maintenance investment needs of \$665 million for all County owned facilities. The County Government Center portion of the total \$665 million is \$258 million, representing over 39% of the total liability. Other properties such as Los Guilicos, the North County Detention facility, Main Adult Detention Facility and Veteran’s Buildings represent the remaining \$407 million. Although the focus of this report is on the County Government Center, a plan is also needed for appropriately funding maintenance on the other County owned properties described above.

KEY TAKEAWAYS

In 2014, the Comprehensive Facilities Condition Assessment conducted by VFA determined that the County Government Center alone had a backlog of \$236 million in deferred maintenance.

Overall \$131 million in capital improvements and \$21 million in Americans with Disability barrier removal projects on the County campus are described in the Capital Improvement Plan. These department requests could be met by replacing buildings.

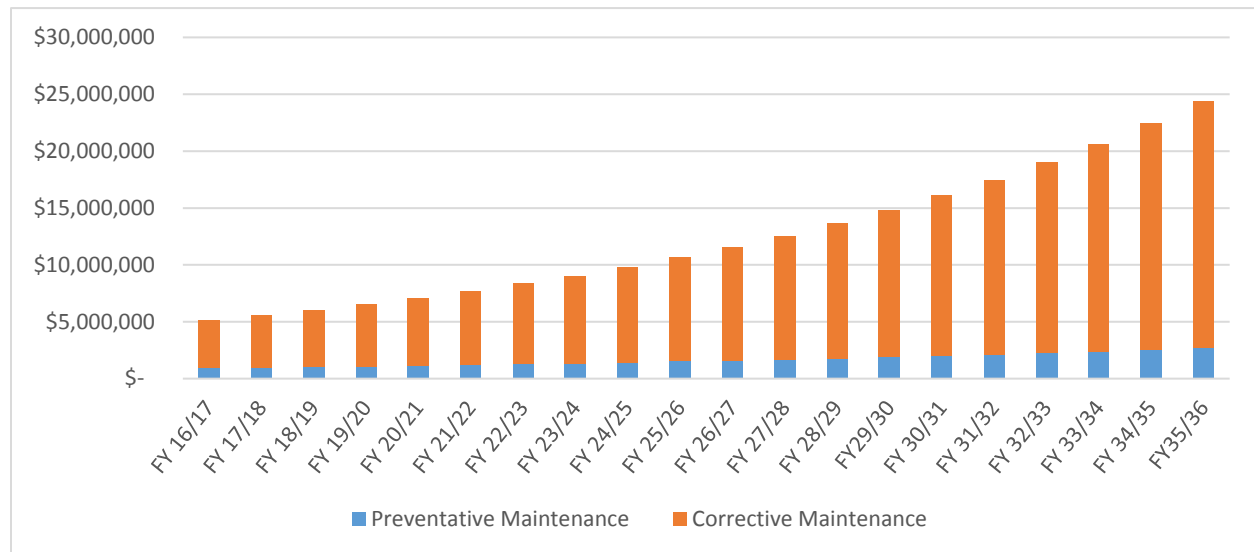
Projected out twenty years, deferred maintenance at the County Government Center grows from \$258 million to over \$650 million assuming a 6% construction cost escalation.

PROJECTED MAINTENANCE COSTS

Corrective maintenance needs are expected to increase significantly over the next twenty years. Currently, cost escalation is at four percent and expected to grow to six percent over the next year due to market conditions including increased labor and material costs. The chart below describes projected corrective maintenance and deferred maintenance costs for the next twenty years, based on current operating and inflation trends.

Based upon actual costs and past practice, Chart 2 below shows the trend of increasing corrective maintenance as preventative maintenance investment remains low. Projecting forward with cost escalation affecting the price of materials and labor, a flat investment means the buying power of a dollar invested decreases.

CHART 2 – PROJECTED INCREASES IN PREVENTATIVE AND CORRECTIVE MAINTENANCE FOR ENTIRE ASSET PORTFOLIO



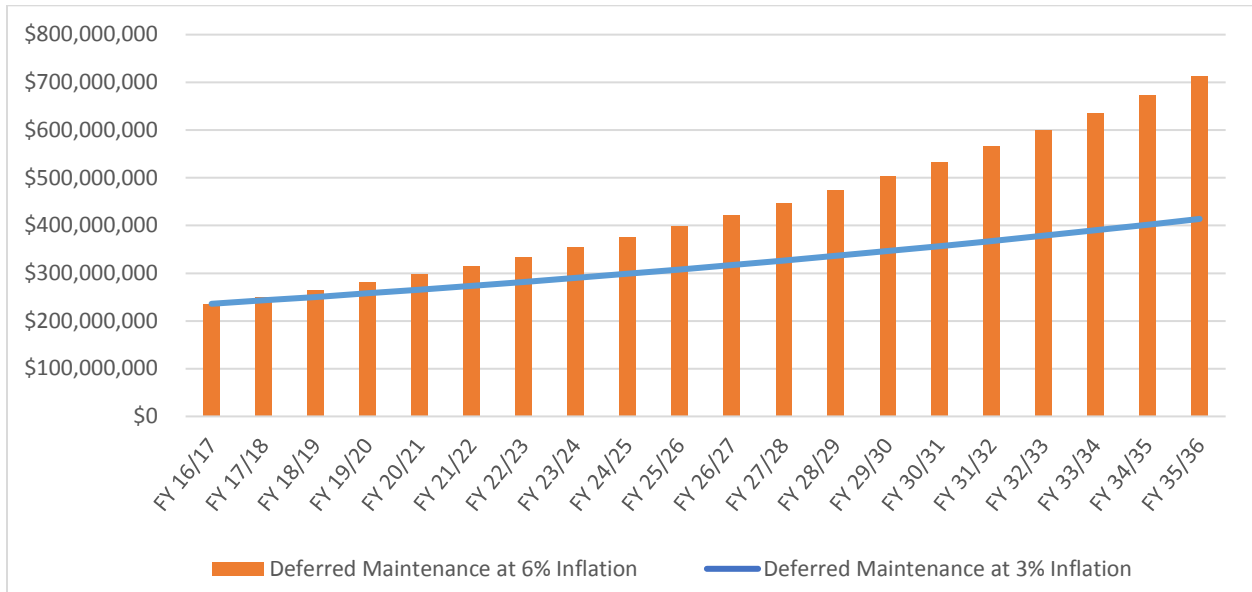
In the absence of significant changes, the long-term financial liability of deferred maintenance backlog will increase with annual cost escalation.

Chart 3 below illustrates how the lack of investment in preventative maintenance contributes to the growth of deferred maintenance. Projected out twenty years, deferred maintenance at the County Government Center grows from \$258 million to over \$650 million assuming a 6% construction cost escalation.² Although the chart illustrates the Consumer Price Index (CPI)

² The State of California requires project cost estimates to apply the California Construction Cost Index (CCCI) to budgets and estimates. The CCCI is based on Building Cost Index (BCI) cost indices produced by Engineering News Record (ENR). The CCCI has been at 0.42% per month. With locality adjustments for specific California markets, the annual construction cost escalation rate is about 6%. The professional construction estimating company RS Means also publishes historical indexes and cost trends, and their data is consistent with the CCCI.

average of 3%, it is not a valid indicator of construction cost escalation. Whereas CPI has increased annually by 3%, construction cost has escalated by 6% in the past year. Construction costs include the price of skilled labor and building materials such as steel, lumber, and concrete and are expected to continue growing.

CHART 3 – PROJECTED DEFERRED MAINTENANCE WITH CPI VS CONSTRUCTION COST ESCALATION



As illustrated, the deferred maintenance costs will continue to increase over time as shown unless buildings are replaced or significant investments are made to address deferred maintenance.

The remainder of this report describes possible solutions and financing methods to address these issues.

SOLUTIONS

Staff studied four options and developed cost estimates to determine how best to mitigate the growing deferred maintenance obligation; 1) continuing as-is with the status quo, 2) catching up on deferred maintenance, 3) new construction either on the county owned property or elsewhere, and 4) leasing existing buildings. Staff examined various factors during the development of these solutions including reports and analysis provided by subject matter experts on construction costs, bond financing, and real estate market conditions.

In order to obtain a rough estimate of the costs of demolition, design and construction, staff requested a master service agreement vendor, Kitchell Construction Management, provide cost estimates. Summaries of these cost estimates are attached to this report.

Also, the County’s financial advisor, KNN Public Finance LLC. prepared financing options that included issuing bonds to finance deferred maintenance and new construction. The analysis studied opportunities for potential revenues from the sale or ground lease of the 21 – 29 acre County property that might result from a consolidated campus. The possible one-time or ongoing revenues could be used to offset the costs of the financing approach selected. See attachments at the end of this report.

The feasibility of constructing on land not owned by the County requires additional market research and input from the development community through market soundings and request for information. Further study will examine other variables such as potential mitigations mandated by CEQA as a result of a site’s location and the equitability of site exchanges.

1) STATUS QUO

If the County continues the status quo of investing approximately \$5 million a year in total maintenance, it will never catch up given the rate of structural and building systems failure. As previously described the \$5 million budget includes preventative maintenance, corrective maintenance, and interim solutions that may not extend the useful life of County assets or reduce its deferred maintenance.

Even if the County directed \$5 million a year to deferred maintenance, it would address less than 2% of the \$258 million backlog each year. Since the annual CPI inflation rate is 3% and the construction cost inflation rate is 6%, the County would continue to spend millions a year and still face unplanned repairs and emergency system replacements.

Additionally, the status quo results in continued seismic and other code deficiencies, additional costs and liabilities associated with accessibility requirements under the American Disabilities Act, the loss of workspace functionality, higher utility costs due to poor energy efficiency, and higher insurance costs. As Department functions change, space needs cannot be accommodated within existing buildings without expensive interior redesign projects. To address additional space needs, the County is forced to lease space. The cost of County leased facilities have increased from annual rents of \$7.9 million for 328,667 square feet in

KEY TAKEAWAYS

If the County continues the status quo of investing \$5 million a year in total maintenance costs, it will never catch up given the rate of structural and building systems failure.

An annual investment of \$15 million per year, starting in 2019 will never pay off because the rate of escalation exceeds the amount of investment and would not be able to eliminate the deferred maintenance.

An aggressive investment of \$20 million a year starting in 2019, would eventually pay off in 2056.

By consolidating County department administrative functions on the County Government Center campus, land utilization would improve to where approximately 29 acres could be made available for mixed use office, retail and housing development.

General Services’ staff surveyed the Sonoma county market to identify potential opportunities to lease up to 500,000 square feet of office space in existing properties and did not identify a single property in the market that could accommodate this requirement.

FY12/13 to an annual rent of \$9.7 million for 438,691 square feet in FY17/18.

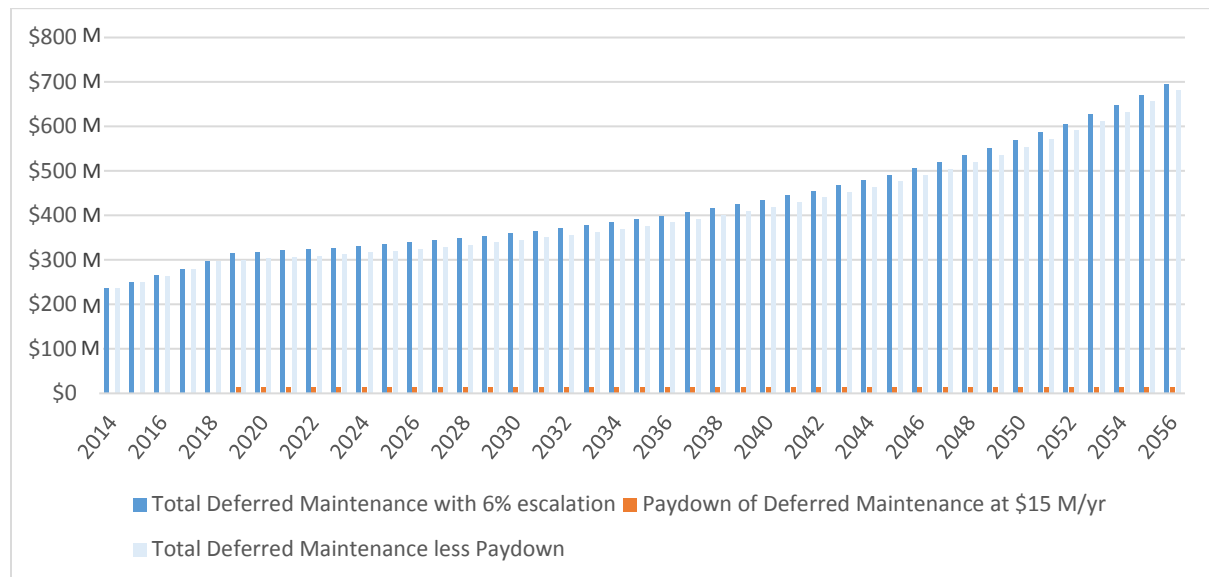
Continuing with the status quo means spending more money on costly corrective maintenance and systems replacements each year without extending the useful life of the County Government Center buildings.

2) CATCH UP ON DEFERRED MAINTENANCE

To effectively extend the useful life of all County buildings, the County would need to adequately address its growing deferred maintenance across the entire asset portfolio. This approach would require the County to dedicate a fixed annual amount of funding that outpaces the rate(s) of inflation and should include sufficient funding for preventative maintenance to protect newly replaced systems.

\$15 Million Per Year - Chart 4 below shows that an annual investment of \$15 million per year, starting in 2019 will never pay off because the rate of escalation exceeds the amount of investment and would not be able to eliminate the deferred maintenance. Deferred maintenance would continue to increase. An annual investment of \$15 million per year is similar to making minimum payments on a credit card balance.

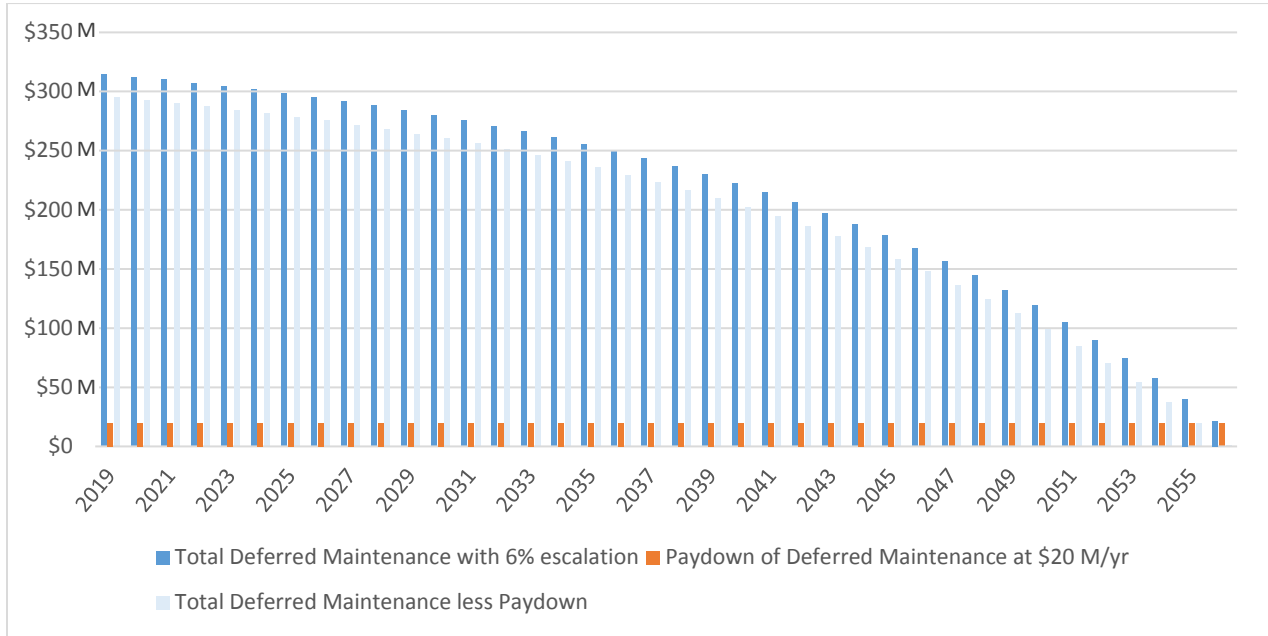
CHART 4 – DEFERRED MAINTENANCE PROGRAM AT \$15M ANNUALLY



\$20 Million Per Year - Chart 5 below shows that a more aggressive investment of \$20 million per year starting in 2019. Investing \$20 million a year addresses work at a rate that is not overcome by escalation and would eventually pay off in 2056. However, this would be a

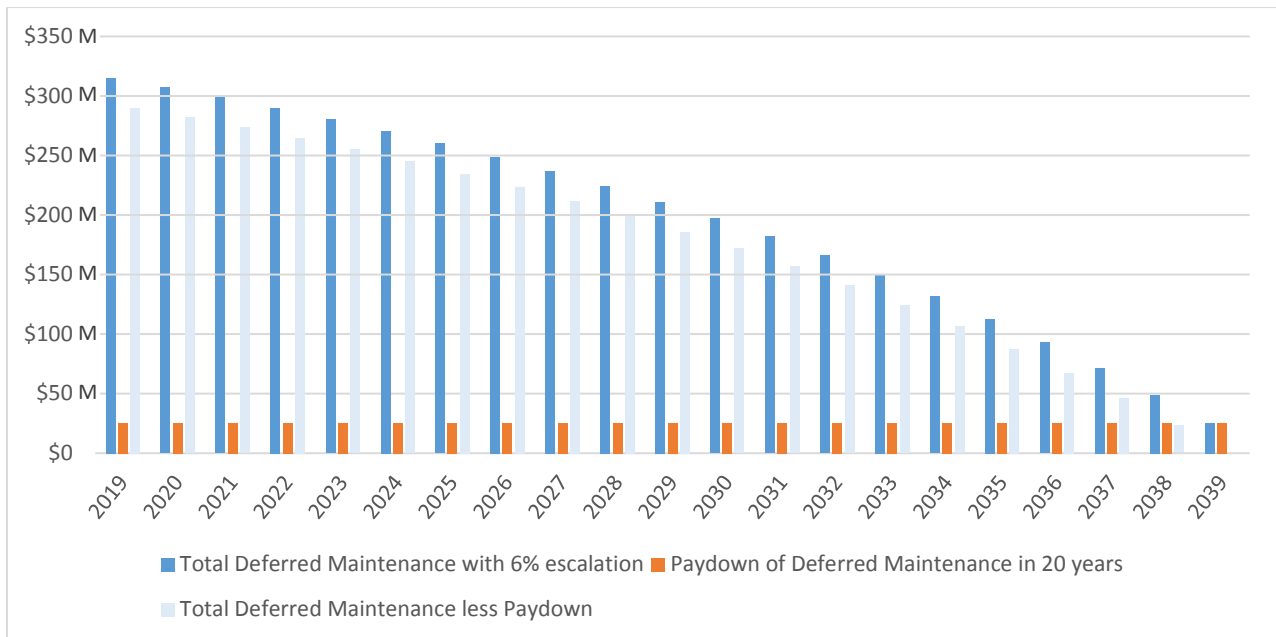
continuous program because system replacements have a 50 year lifecycle. So starting in 2069, all systems would need to be replaced again.

CHART 5 – DEFERRED MAINTENANCE PROGRAM AT \$20M ANNUALLY



Twenty Year Plan - Chart 6 below shows that to address the County's backlog of deferred maintenance within the next 20 years, it would need to invest \$25.3 million annually just to catch up with deferred maintenance.

CHART 6 – 20 YEAR DEFERRED MAINTENANCE PROGRAM



Staff do not consider the option of catching up on deferred maintenance via a \$25 million annual investment as viable.

3) NEW CONSTRUCTION

Another option would be to demolish the County Government Center's oldest buildings and replace them with a new 500,000 square foot building(s) and a parking garage. While the Main Adult Detention Facility, Hall of Justice, Sheriff Buildings, new Fleet building, and Family Justice Center would remain, the rest of the land would be reimagined.

Consolidating County department administrative functions on the County Government Center campus would improve land utilization allowing approximately 29 acres to be made available for mixed-use office, retail, and housing development. Consolidation would also enable the sale of the La Plaza and County Government Center Information Technology building properties as these functions would be able to move back onto campus.

A 500,000 square foot building(s) would accommodate current County Government Center staffing levels plus the additional staff returning from leased space to the administration center. As of 2016, the County has 2,004 full-time employees who would occupy the new building(s) with an expected 3% increase in staff totaling 2,064 by 2021. The new building(s) would provide full-time employees 170 square feet of workspace, which is the Federal Government workspace standard. Additionally, fifteen percent of the new building space would be used for common use areas, and 10% would be for future expansion.

Building new could accommodate a long-term ground lease for Human Service and Health Services and a separate structure for the Public Health and the Morgue, which would be relocated from the Chanate Campus. Replacing the Hall of Justice is not factored in costs estimate as needs and plans for continued use by the Superior Court have not been finalized with the Judicial Council. If the need for the Hall of Justice continues, seismic deficiencies should be addressed by demolishing and building new.

The replacement option considers the State of California's plans to proceed with the new courthouse and related parking improvements. Plans also include the construction of smaller mechanical plants to replace the central mechanical plant. The central mechanical plant currently serves the MADF and Sheriffs Building. Finally, the new construction option considers the need to replace the Public Health Laboratory and County Morgue that must be relocated due to the sale and disposition of the property on Chanate Road.

NEW CONSTRUCTION ON OTHER SITES

Other possible locations for the new County Campus could be in the Sonoma County Airport area or a co-located facility with the City of Santa Rosa in the downtown area.

- **Sonoma Airport** - The Sonoma County Airport could provide opportunities for development of new County Administrative offices. Although county owned property is limited, property may be available in an exchange with other property owners. The benefit of the airport location would be the ability to construct new facilities without disruption to current operations or the need to find swing space. However, height limitations required of the Federal Aviation Administration in the vicinity of flight operations could restrict building heights.
- **Downtown Santa Rosa** - The City of Santa Rosa has also expressed an interest in building a new civic building and investigating possibilities for new development. In addition to the City Hall property the City owns two parcels in the downtown area of approximately two acres each. The City and County could potentially share a building, or build two separate buildings in the downtown area. The benefits of co-locating could include maximizing shared facilities including public meeting rooms, conference facilities and transactional spaces with the public.

COST ESTIMATE AND METHODOLOGY

As previously mentioned Kitchell, Inc. was contracted to perform a rough order of magnitude cost estimate of the various new construction options. The cost estimates consider site improvements, building type, structure, HVAC, plumbing, electrical distribution, California Building Code provisions including seismic, accessibility, energy and sustainability to a “Net Zero Standard” for waste, water and energy needs.

The Kitchell estimate utilized historical databases from recognized estimating standards for similar construction and projected escalation factors. Escalation, as an industry practice, was calculated to the midpoint of construction which was projected to occur in 2023. Associated soft costs were included for architects design fees, construction management, permitting and County staff. Kitchell was tasked to provide estimates for two models:

- **Single Building Concept** – All County Administrative functions could be consolidated into a single building. The benefit of a single building is that it supports a more efficient service delivery model by locating all administrative functions under one roof with appropriate adjacencies. Site development is more efficient as well with a smaller footprint. A single building of mid to high rise construction would be of similar scale to the new proposed 120 foot State Court house. The Cost estimate assumed construction would be of steel and concrete with glass and solid panel cladding. The cost for the single building concept was estimated to be \$349.9 million.

- **Multi-Building Concept** – Consolidation of all County Administrative functions was also studied in a phased approach with new construction of multiple buildings. Phasing construction minimizes the amount of temporary space (referred to as swing space) required to house departments as the sites are demolished and cleared for new construction. For the purpose of cost estimating, assumptions were made about the design, which included steel and concrete construction with a glass and solid panel cladding. The cost of designing and constructing multiple buildings was estimated at \$375.5 million. See Attachment 2 for more details.

4) LEASE EXISTING BUILDINGS

Another option for consideration is to lease an existing building. In cooperation with the local brokerage community General Services' staff surveyed the Sonoma County market to identify potential opportunities to lease up to 500,000 square feet of office space in existing properties. The survey did not identify a single property in the market that could accommodate this requirement. While square footage in larger office complexes in the Sonoma county market can range up to 300,000 square feet, increased commercial office activity has reduced the county's office vacancy rate from 20.1 % in 2017 to a current vacancy rate of 17.5%. Local brokers attribute some of the increased activity in the Sonoma market to spillover from the San Francisco market. While an assemblage strategy to lease proximate space as current tenants' leases expire in a targeted Sonoma county submarket may be possible, execution of the this strategy would require planning and cooperative relationships with a number of landlords over a period of years.

SUMMARY OF SOLUTIONS

Staff have considered various options for constructing and financing new facilities or catching up on deferred maintenance. As table 4 illustrates, new construction would be the most effective way to address the County's growing backlog of deferred maintenance and provide long-term value to the public.

TABLE 4 – SUMMARY OF SOLUTIONS

	STATUS QUO	CATCH-UP ON DEFERRED MAINTENANCE	NEW CONSTRUCTION	LEASE EXISTING BUILDINGS
PROS	<ul style="list-style-type: none"> • Maintains current funding levels 	<ul style="list-style-type: none"> • Addresses deferred maintenance 	<ul style="list-style-type: none"> • Completely new, code-compliant, buildings with a 50 year life span • Enhanced public convenience with one-door service model • Streamlined operations of administrative services • Energy conservation • Improved security • Efficient workspace standards • Use lands to generate revenue and property tax 	<ul style="list-style-type: none"> • Move in directly into existing buildings • Saves on move costs
CONS	<ul style="list-style-type: none"> • Does not address deferred maintenance, code deficiencies, safety, security or lack of space • Prone to systems failure which impacts service delivery 	<ul style="list-style-type: none"> • Does not address safety, security, code deficiencies or lack of space 	<ul style="list-style-type: none"> • Exceeds current funding level • Exceeds current funding levels 	<ul style="list-style-type: none"> • No large Class “A” Office space is available in the County
DESIGN CONSTRAINTS AND OPPORTUNITIES	<ul style="list-style-type: none"> • Constrained by existing footprint and one story construction • Inefficient land use • Currently 318,272 square feet of existing administration buildings: need is 500,000 square feet 	<ul style="list-style-type: none"> • Constrained by existing footprint and one story construction • Inefficient land use • Currently 318,272 square feet of existing administration buildings: need is 500,000 square feet 	<ul style="list-style-type: none"> • Opportunity for more efficient land use • Opportunity for housing and commercial development • Opportunity for more efficient service delivery • 500,000 square feet of new office space 	<ul style="list-style-type: none"> • Need to work within existing supply

CONCLUSION

The current 1950s-based sprawling County Government Center no longer serves the needs of our community, nor does it represent the highest and best use of valuable property assets. This inefficient land use prioritizes vehicle parking over the efficient delivery of services, thereby underutilizing land that could be put to a higher purpose such as providing housing or generating revenue through mixed-use office and retail space. Over 80% of the County

Government Center is 50-60 years old and experiences heavy use by the public and county employees – resulting in frequent and costly repairs or replacements. The County Government Center buildings had an average FCI of 0.36. The La Plaza B (0.53), La Plaza A (0.47), Law Library (0.47), Human Services (0.46), Child Care Center (0.41) and Administration (0.38) buildings are well beyond their useful life. The FCI values for the buildings described above indicate that continued investment in these buildings will have diminishing returns for the County.

The cost of operating the property portfolio has grown as facilities have aged, and deferred maintenance obligations also have increased over time. Corrective maintenance needs are expected to increase significantly over the next twenty years. In the absence of significant changes, the long-term financial liability of deferred maintenance backlog will increase with annual cost escalation. To address the County's backlog of deferred maintenance within the next 20 years, it would need to invest \$25.3 million annually just to catch up with deferred maintenance.

The County has an opportunity and responsibility to invest taxpayer dollars in solutions that provide long-term value. Spending millions of dollars a year on short-term repairs that do not extend the life of the County Government Center's buildings, address seismic safety, or reduce the County's financial liability is ineffective. A new approach is needed to reduce risks to the County that result from over \$258 million in deferred maintenance.

APPENDIX A – FINANCING OPTIONS

In 2014, when the Comprehensive Facilities Master Plan was presented to the Board, staff were directed to further analyze financing options. This Appendix expands upon financing options that were described in the 2014 Board Report. In order to understand the feasibility of replacing buildings, staff reviewed debt financing, Performance Based Infrastructure and build-to-suit options.

DEBT FINANCING BONDING

With the assistance of the Auditor Controller Treasurer Tax Collector (ACTTC), finance options for debt financing were studied. Using the estimates for the Single Building Concept and the Multi-Building Concept, ACTTC obtained the services of KNN Public Finance LLC to perform debt financing scenarios. Financing of deferred maintenance was studied in addition to the new construction scenarios. The analysis assumed that bonds would be issued as Certificates of Participation or Lease Revenue Bonds backed by the General Fund. Currently the County's credit ratings is Standard & Poor's AA (stable). The credit structure requires the pledge of a County asset for bondholder security approximately equal to the par amount of the bonds. The justice related County Center buildings could possibly serve as the pledge assets for the bonds, which also requires the use of capitalized interest through the point of beneficial use and occupancy of the new buildings. KNN also assumed a "net funding" of the project cost requirements where the project fund would earn interest at 1.21% (the 2-year U.S. treasury rate at the time of the analysis) during the estimated term of construction.

Although the County has sufficient debt capacity, bonding may not be considered a favorable option as pledged assets may not be sufficient to back the bonds, and capitalized interest drives the overall cost of the option out of the likely range of feasibility.

PERFORMANCE BASED INFRASTRUCTURE

Performance Based Infrastructure (PBI) is an approach to capital projects in which the investment, risk, responsibility, and rewards of the project are shared between government and private-sector participants. PBI's origins are from Public Private Partnerships (P3) that were well suited to transportation and water infrastructure projects. In recent years the need for performance based requirements for vertical construction led to the development of PBI. Under the PBI model, design, construction, financing, operations, and maintenance are bundled together into a single program with a contracted entity. The development team is the single point of contact for procurement and delivery of all services under the contract. Shifting both the financial risk and responsibility for long-term maintenance to the private partner creates a compelling incentive to ensure high levels of performance: both high-quality construction and the proactive upkeep of the finished building. The government entity continues to own the land

through the duration of the term.

PBI benefits taxpayers by bringing additional discipline to the costs and timeline of a project. The cost to the government entity can be distributed over a longer period of time than with bonding – typically 35-40 years vs 25 years, and payments can be linked to operational performance. At the same time, PBI arrangements can streamline and shorten the design and construction phases of the project compared with those of typical public building projects. Shortening the timeline of design and construction saves money because of avoided construction cost escalation. Taxpayers also benefit from the competitive solicitation of bundled design, construction, and facility operation services, which gives the government entity more economic advantage than it might have with traditional procurement.

A PBI on County land would entail a lease-leaseback contractual arrangement where the PBI contracted entity would lease the property from the County for a specified period and the newly constructed building would then be leased back to the County (leased to own) at a rate that recovers the PBI entity's development financing, operating and maintenance costs. At the end of the term, the building would revert to the County's ownership and the maintenance provisions of the PBI would specify the condition of the building when it is returned. There is an opportunity with development on the County campus, where lease costs could be reduced through revenue generating housing or commercial uses on the balance of the campus. For example, in the City of Long Beach's PBI contract, annual lease payments were capped at a set amount and the developer was able to recoup costs through revenue generated from the sale of land for a new hotel, residential, and commercial real estate development.

Alternatively, a PBI executed on non-county property would have to consider the cost of acquiring land and either performing tenant improvements to an existing building or building new. In this scenario, a PBI would likely take the form of a lease with an operating agreement and a potential option for acquisition.

Other jurisdictions have embarked upon similar development programs. The California State Courts and the City of Long Beach has used the Performance Based Infrastructure method to revitalize public buildings and build housing. The City of Napa is also proceeding under this model to replace their City Hall. Santa Clara County has been working on a Civic Center Campus master plan of approximately 1.15 million square feet of government offices. The City of Santa Rosa is also considering a Performance Based Infrastructure model for redevelopment of several city properties downtown. A number of other jurisdictions nationwide are using the Performance Infrastructure model to revitalize their downtowns, expand educational facilities, or create centers of innovation and entrepreneurship, whereas others have used the Build-to-Suit or debt financing model as described in Attachment 3 Project Delivery Comparisons.

The annual debt service for the bond financing of the single building concept is projected by the KNN financial analysis to be \$28.2 million. The annual debt service for the bond financing of the multi building concept is projected by the KNN financial analysis to be \$30.5 million. Based on our analysis of other jurisdictions, using the PBI financing option could result in an annual debt service in the range of \$10 to \$15 million. Refer to Attachment 3 for more information.

BUILD-TO-SUIT

Another strategic option would be establishing a contractual relationship with a real estate development firm to construct a new facility or campus to County specifications. The completed facility would be leased to the County for County use. Similar to the Performance Based Infrastructure alternative described earlier, construction costs incurred by the Performance Based Infrastructure builder would likely be similar to construction costs that would be incurred by the County. Annual lessor debt service costs would be similar to County financed bond finance costs. However, there is potential that builder costs would also include administration and overhead costs in addition to financing costs.

Sonoma County Center Facilities Plan Financial Analysis

March 7, 2017



1300 Clay Street, Suite 1000, Oakland, CA 94612
phone 510 839 8200 fax 510 208 8282

Overview of Financial Analysis

- Based on information and guidance provided by the County, KNN prepared preliminary bond sizing analyses for the alternatives under consideration.
 - Single Building Concept: \$349.9 million.
 - Multiple Building Concept: \$375.5 million.
 - Deferred Maintenance Needs: \$312.6 million.
 - Amounts represent escalated figures from 2017 value.

- Our analysis assumes that the bonds will be issued as Certificates of Participation or Lease Revenue Bonds backed by the General Fund.
 - Current credit ratings: Standard & Poor's AA (stable).
 - Credit structure requires the pledge of a County asset for bondholder security approximately equal to the par amount of the bonds.
 - County Center buildings will serve as the pledge assets for the bonds, which requires the use of capitalized interest through establishing beneficial use and occupancy of the new buildings.
 - No voter approval required.



Financial Analysis Assumptions

- **Debt Repayment Structure**

- Level debt service (principal and interest) payment structure.
- Final term of bonds is 30 years from issuance date for new building construction and 20 years from issuance date for deferred maintenance capital.

- **Bondholder Security Features**

- Capitalized interest fund sized through the estimated construction period (County does not make net debt service payments during construction).
- Debt service reserve fund sized at 50% of maximum annual debt service (provides additional bondholder security and supports strong credit ratings).

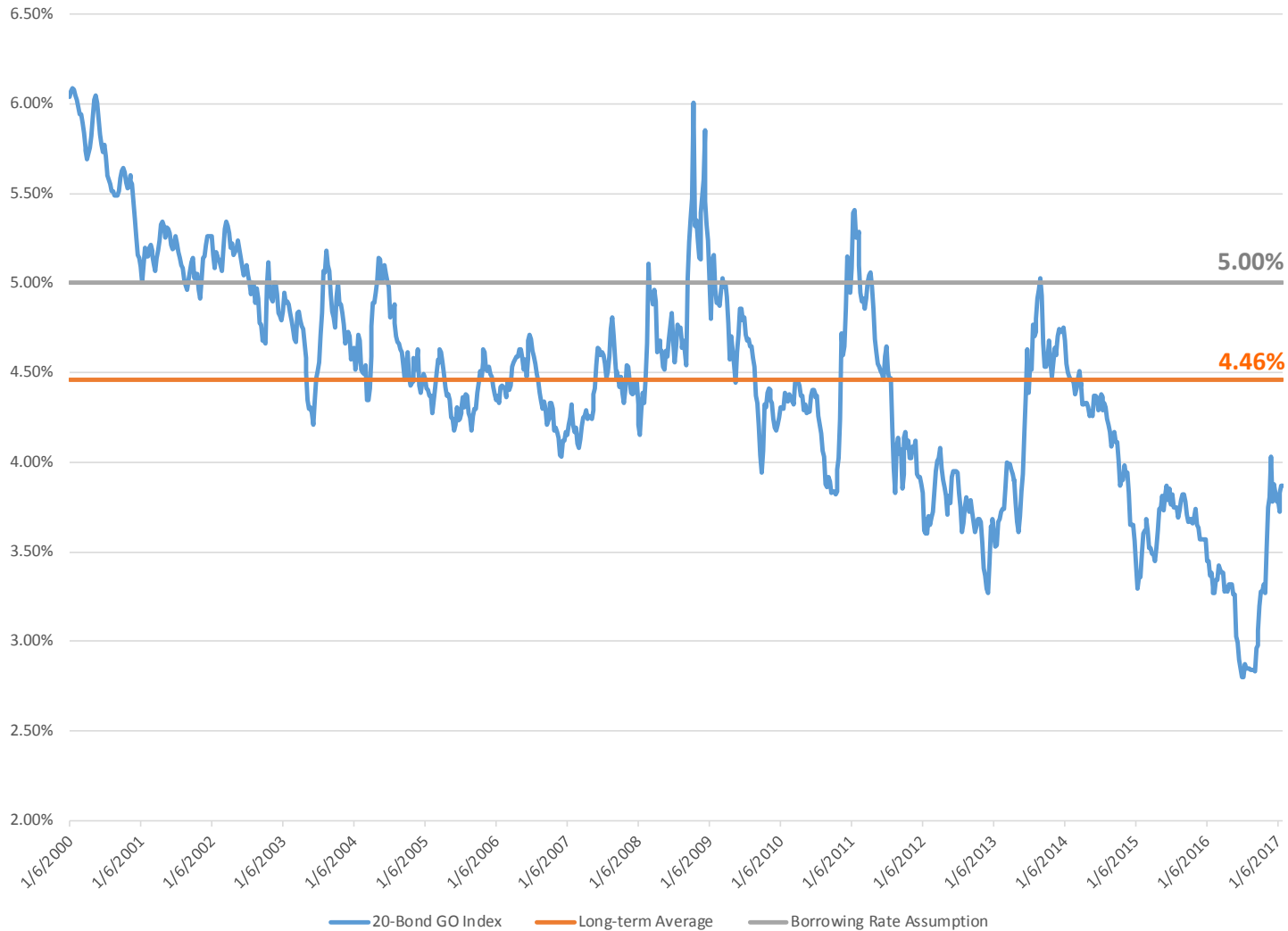
- **Project Tax Status**

- Bonds are issued on a tax-exempt basis (subject to bond counsel review) and buildings are assumed to be for 100% governmental use.
- Projects that have predominantly private use are assumed to be financed through vehicles other than tax-exempt bonds.

- **Borrowing Costs**

- Interest cost is assumed at 5% for planning/budgeting purposes (current market rates are lower but subject to increases and volatility between now and Q1 2019).
- Proceeds from the sale of County properties are applied to FY 2019 financings to reduce borrowed amounts.

Historical Interest Rates: Bond Buyer 20-Bond Index



Source: *The Bond Buyer*. The Bond Buyer 20-Bond Index consists of 20 General Obligation bonds that mature in 20 years with an average rating of “Aa2 / AA”.



Single Building Concept: Bond Sizing Overview

- **Single Bond Issuance to Finance Single Building Construction**
 - Buildings 1 and 2: \$343,145,919.
 - Parking Lot: \$6,719,463.
- **Timing**
 - Bond Issuance: Q1 2019 (based on project schedules).
 - Final Bond Term: FY 2049 (30-year final maturity).
- **Financing Components**
 - Property Sale Proceeds: Approximately \$19 million from the sale of County properties are assumed to be available by Q1 2019 and are contributed to the financing to reduce bond issuance needs.
 - Ground Lease Revenues: Assumed to begin in FY 2025 and extend through FY 2052 and are estimated to generate an average of \$2.6 million annually – partially offsetting annual debt service requirements.
 - Rental Payments: Swing space during construction is assumed to be needed in FY 2020 through FY 2024 and would represent additional cost to the project.

Single Building Concept: Bond Sizing Results

	FY 2019 Issuance
Sources	
Par Amount	\$413,645,000
County Contribution from Sale of Property	19,320,000
Total Sources:	<u>\$432,965,000</u>
Uses	
Phase 1: Building 1 and 2 ¹	\$337,181,099
Phase 2: Parking Lot ¹	6,700,744
Debt Service Reserve Fund ²	14,125,750
Capitalized Interest Fund ³	72,387,875
Cost of Issuance ⁴	2,568,225
Rounding Amount:	1,307
Total Uses:	<u>\$432,965,000</u>
Financing Cost:	5.00%
Total Debt Service:	\$824,762,250
Maximum Annual Debt Service:	\$28,251,500
Average Annual Debt Service:	\$27,492,075

¹ Construction cost estimates provided by the County. Project fund net of assumed earnings at 1.21%.

² Sized at 50% of Maximum Annual Debt Service.

³ Sized based on bond interest through 8/1/2022, gross funded.

⁴ Estimated costs associated with bond and disclosure counsel, underwriting (\$5/bond), municipal advisor, and bond credit rating fees.

⁵ Estimated net payments including net debt service, swing space lease payments, and ground lease revenues.

Single Building Concept: Annual Net Costs

- The highest annual net cost occurs prior to the commencement of ground lease revenues when debt service payments and swing space lease payments are both due.
- Overtime, annual net payments decline as swing space costs end in FY 2024 and ground lease revenues are projected to increase through FY 2054.
- The term of the debt repayment is FY 2049 and ground lease revenues are estimated through FY 2054.

Fiscal Year	Total	(A)	(B)	(C)	(D) = A+B-C
<u>Ending</u>	<u>Debt Service</u>	<u>Net¹</u>	<u>Swing Space</u>	<u>Ground Lease</u>	<u>Net³</u>
		<u>Debt Service</u>	<u>Lease Payments²</u>	<u>Revenues²</u>	<u>Total Costs</u>
6/30/2024	28,249,000	27,977,786	\$243,527		28,221,313
6/30/2034	28,247,750	27,976,536		1,976,786	25,999,749
6/30/2044	28,249,250	27,978,036		2,926,127	25,051,909
6/30/2054				4,331,382	(4,331,382)

¹ Net of capitalized interest and debt service reserve fund interest earnings at 2% over the term of the bonds.

² Cost and Revenue estimates provided by the County.

³ Net cost to County after making bond debt service and swing space lease payments and receiving ground lease revenues.



Multiple Building Concept: Bond Sizing Overview

- **Multiple Bond Issuances to Finance Multiple Building Construction**

- Issuance 1
 - Building 1a: \$158,614,523
 - Building 1b: \$160,389,443
- Issuance 2
 - Building 3: \$56,493,037

- **Timing**

- Issuance 1: Bond transaction in Q1 2019 and bond maturity in FY 2049 (30-year term).
- Issuance 2: Bond transaction in Q1 2021 and bond maturity in FY 2051 (30-year term).

- **Financing Components**

- Property Sale Proceeds: Approximately \$19 million from the sale of County properties are assumed to be available by Q1 2019 and are contributed to the financing to reduce bond issuance needs.
- Ground Lease Revenues: Expected revenues to be generated from various ground leases – partially offsetting annual debt service requirements.
 - Site 1 lease revenues begin in FY 2020 and extend through FY 2049, estimated to generate an average of \$1.0 million annually.
 - Site 2 lease revenues begin in FY 2023 and extend through FY 2052, estimated to generate an average of \$1.0 million annually.
- Rental Payments: Swing space during construction is assumed to be needed beginning in FY 2020 and extend through FY 2022 and would represent additional cost to the project.

Multiple Building Concept: Bond Sizing Results

	FY 2019 Issuance	FY 2021 Issuance	Total
Sources			
Par Amount	\$374,930,000	\$71,280,000	\$446,210,000
County Contribution from Sale of Property	<u>\$19,320,000</u>	<u></u>	<u>\$19,320,000</u>
Total Sources:	\$394,250,000	\$71,280,000	\$465,530,000
Uses			
Phase 2: Building 1a ¹	\$155,857,366	-	\$155,857,366
Phase 3: Building 1b ¹	157,601,433	-	157,601,433
Phase 4: Building 3 ¹	-	55,511,032	55,511,032
Debt Service Reserve Fund ²	12,803,500	2,435,125	15,238,625
Capitalized Interest Fund ³	65,612,750	12,474,000	78,086,750
Cost of Issuance ⁴	2,374,650	856,400	3,231,050
Rounding Amount	<u>301</u>	<u>3,443</u>	<u>3,744</u>
Total Uses:	\$394,250,000	\$71,280,000	\$465,530,000
Financing Cost:	5.00%	5.00%	5.00%
Total Debt Service:	\$747,564,000	\$142,121,250	\$889,685,250
Maximum Annual Debt Service:	\$25,607,000	\$4,870,250	\$30,477,250
Average Annual Debt Service:	\$24,918,800	\$4,737,375	\$29,656,175

¹ Construction cost estimates provided by the County. Project fund net of assumed earnings at 1.21%.

² Sized at 50% of Maximum Annual Debt Service.

³ Sized based on bond interest through 10/1/2022 for FY2019 Issuance and 10/1/2024 for FY2021 Issuance.

⁴ Estimated costs associated with bond and disclosure counsel, underwriting (\$5/bond), municipal advisor, and bond credit ratings.

⁵ Estimated net payments including net debt service, swing space lease payments, and ground lease revenues.

Multiple Building Concept: Annual Net Costs

- Swing space lease payments and Site 1 ground lease revenues commence prior to the initial net debt service payment requirement.
- Both Site 1 and Site 2 ground lease revenues are available to offset net debt service payments at the start of the debt repayment schedule – swing space costs terminate prior.
- The term of the debt repayment occurs in FY 2051 and the term of ground lease revenues occurs in FY 2052.

Fiscal Year Ending	FY 2019 Issuance		FY 2021 Issuance		(C) Swing Space Lease Payments ²	(D) Site 1 Ground Lease Revenues ²	(E) Site 2 Ground Lease Revenues ²	(F) = A+B+C-(D+E) Net ³ Total Costs
	Total Debt Service	(A) Net ¹ Debt Service	Total Debt Service	(B) Net ¹ Debt Service				
	6/30/2022	18,746,500		\$3,564,000				
6/30/2024	25,603,500	25,357,673	3,564,000			627,408	557,763	24,172,502
6/30/2034	25,604,750	25,358,923	4,865,000	4,818,246		928,717	825,626	28,422,826
6/30/2044	25,603,000	25,357,173	4,868,000	4,821,246		1,374,728	1,222,128	27,581,563
6/30/2051			4,866,750	2,384,871			1,608,237	776,634
6/30/2052							1,672,566	(1,672,566)

¹ Net of capitalized interest and debt service reserve fund interest earnings at 2% over the term of the bonds.

² Cost and Revenue estimates provided by the County.

³ Net cost to County after making bond debt service and swing space lease payments and receiving ground lease revenues.



Deferred Maintenance: Bond Sizing Results

- **Multiple Bond Issuances to Deferred Maintenance Needs Overtime**

- Current deferred maintenance needs of \$236 million.
- Assumes three bond issuances of equal amounts to address needs.
- Deferred maintenance amounts step up from annual cost inflation of 6% and step down following bond issuance.

Fiscal Year	Maintenance Cost	Bonding Amount
2017	236,000,000	
2018	250,160,000	
2019	265,169,600	104,200,000
2020	170,627,776	
2021	180,865,443	
2022	191,717,369	104,200,000
2023	92,768,411	
2024	98,334,516	
2025	104,234,587	104,234,587

- **Financing Components**

- Proceeds from the sale of County properties, ground lease revenues, and swing space costs do not factor into the deferred maintenance analysis.
- Assumes leased asset for the financing to be the deferred maintenance projects – it is not certain that existing assets are sufficient to serve as pledge on the financing.



Deferred Maintenance: Bond Sizing Results

	FY 2019 Issuance	FY 2022 Issuance	FY 2025 Issuance	Total
Sources				
Par Amount	\$134,665,000	\$134,665,000	\$134,710,000	\$404,040,000
Total Sources:	\$134,665,000	\$134,665,000	\$134,710,000	\$404,040,000
Uses				
2017-2019 Deferred Maintenance	\$104,200,000			\$104,200,000
2020-2022 Deferred Maintenance		104,200,000		\$104,200,000
2023-2025 Deferred Maintenance			104,234,587	\$104,234,587
Debt Service Reserve Fund ²	5,973,500	5,973,500	5,975,625	17,922,625
Capitalized Interest Fund ³	23,566,375	23,566,375	23,574,250	70,707,000
Cost of Issuance ⁴	923,325	923,325	923,550	2,770,200
Rounding Amount	1,800	1,800	1,988	5,588
Total Uses:	\$134,665,000	\$134,665,000	\$134,710,000	\$404,040,000
Financing Cost:	5.00%	5.00%	5.00%	5.00%
Total Debt Service:	\$223,260,750	\$223,260,750	\$223,331,500	\$669,853,000
Maximum Annual Debt Service:	\$11,947,000	\$11,947,000	\$11,951,250	\$35,845,250
Average Annual Debt Service:	\$11,163,038	\$11,163,038	\$11,166,575	\$33,492,651

¹ Deferred maintenance costs estimates provided by the County. Project fund gross funded.

² Sized at 50% of Maximum Annual Debt Service.

³ Sized based on bond interest through 8/1/2022 for FY2019 Issuance, 8/1/2025 for FY2022 Issuance, and 8/1/2028 for FY2025 Issuance.

⁴ Estimated costs associated with bond and disclosure counsel, underwriting (\$5/bond), municipal advisor, and bond credit rating fees.

Deferred Maintenance: Annual Net Costs

- Annual costs step up as additional debt is issued and then step down overtime as prior debt is retired.

Fiscal Year Ending	FY 2019 Issuance		FY 2022 Issuance		FY 2025 Issuance		(D) = A+B+C Net Total Costs
	Total Debt Service	(A) Net ¹ Debt Service	Total Debt Service	(B) Net ¹ Debt Service	Total Debt Service	(C) Net ¹ Debt Service	
6/30/2024	11,942,750	11,823,280	6,733,250				11,823,280
6/30/2028	11,943,500	11,824,030	11,944,250	11,824,780	6,735,500		23,648,810
6/30/2034	11,946,500	11,827,030	11,945,250	11,825,780	11,950,000	11,830,488	35,483,298
6/30/2040			11,946,500	11,827,030	11,947,250	11,827,738	23,654,768
6/30/2044					11,951,000	11,831,488	11,831,488

¹ Net of capitalized interest and debt service reserve fund interest earnings at 2% over the term of the bonds.



Financing Considerations

- The pledge of the new buildings and use of capitalized interest during construction is costly.
 - Approximately 25% of the County's average annual debt service payment is attributable to the cost of capitalized interest.
 - Thus, without capitalized interest, the County's annual debt payments would be reduced by approximately 25% - under the Single Building Concept average annual debt service is \$27.5 million, a 25% reduction equates to approximately \$20.6 million.
- Explore strategies to help minimize amount of capitalized interest.
 - Research availability of existing County facilities for asset pledge, reducing or eliminating the need for capitalized interest.
 - Explore interim financing solutions to help minimize capitalize interest (ie. Bond Anticipation Notes, Commercial Paper program, etc.) during construction period.
- Explore other forms of non-General Fund financing.
 - General Obligation Bonds backed by ad-valorem property taxes (requires 2/3 vote) or sales tax measures to raise additional available revenues.
- Evaluate impact of additional debt upon County's existing debt ratios.
 - Evaluate impact to credit rating(s) and future access to financing.

Detailed Cashflow Schedules



Single Building Concept: Estimated Annual Debt Service and Lease Cost and Revenues Schedule

Fiscal Year	(A)	(B)	(C)	(D) = A+B-C	
<u>Ending</u>	<u>Total Debt Service</u>	<u>Net¹ Debt Service</u>	<u>Swing Space Lease Payments²</u>	<u>Ground Lease Revenues²</u>	<u>Net³ Total Costs</u>
6/30/2018					-
6/30/2019					-
6/30/2020	\$20,682,250		\$891,447		\$891,447
6/30/2021	20,682,250		1,363,913		1,363,913
6/30/2022	20,682,250		1,404,831		1,404,831
6/30/2023	28,247,250	\$15,069,481	1,446,976		16,516,457
6/30/2024	28,249,000	27,977,786	\$243,527		28,221,313
6/30/2025	28,246,750	27,975,536		\$1,388,864	26,586,672
6/30/2026	28,249,750	27,978,536		1,444,418	26,534,117
6/30/2027	28,246,750	27,975,536		1,502,195	26,473,341
6/30/2028	28,247,000	27,975,786		1,562,283	26,413,503
6/30/2029	28,249,250	27,978,036		1,624,774	26,353,261
6/30/2030	28,247,250	27,976,036		1,689,765	26,286,270
6/30/2031	28,250,000	27,978,786		1,757,356	26,221,430
6/30/2032	28,251,000	27,979,786		1,827,650	26,152,136
6/30/2033	28,249,000	27,977,786		1,900,756	26,077,030
6/30/2034	28,247,750	27,976,536		1,976,786	25,999,749
6/30/2035	28,250,750	27,979,536		2,055,858	25,923,678
6/30/2036	28,251,250	27,980,036		2,138,092	25,841,944
6/30/2037	28,247,750	27,976,536		2,223,616	25,752,920
6/30/2038	28,248,750	27,977,536		2,312,560	25,664,975
6/30/2039	28,247,250	27,976,036		2,405,063	25,570,973
6/30/2040	28,246,500	27,975,286		2,501,265	25,474,020
6/30/2041	28,249,500	27,978,286		2,601,316	25,376,970
6/30/2042	28,249,000	27,977,786		2,705,368	25,272,417
6/30/2043	28,248,000	27,976,786		2,813,583	25,163,202
6/30/2044	28,249,250	27,978,036		2,926,127	25,051,909
6/30/2045	28,250,250	27,979,036		3,043,172	24,935,864
6/30/2046	28,248,500	27,977,286		3,164,898	24,812,387
6/30/2047	28,251,500	27,980,286		3,291,494	24,688,791
6/30/2048	28,246,250	27,975,036		3,423,154	24,551,881
6/30/2049	28,250,250	13,853,286		3,560,080	10,293,205
6/30/2050				3,702,484	(3,702,484)
6/30/2051				3,850,583	(3,850,583)
6/30/2052				4,004,606	(4,004,606)
6/30/2053				4,164,790	(4,164,790)
6/30/2054				4,331,382	(4,331,382)
6/30/2055					
TOTAL:	\$824,762,250	\$728,360,406	\$5,350,694	\$77,894,340	\$655,816,760

¹ Net of capitalized interest and debt service reserve fund interest earnings at 2% over the term of the bonds.

² Cost and Revenue estimates provided by the County.

³ Net cost to County after making bond debt service and swingspace lease payments and receiving ground lease revenues.



Multiple Building Concept: Estimated Annual Debt Service and Lease Cost and Revenues Schedule

Fiscal Year Ending	FY 2019 Issuance		FY 2021 Issuance		(C)	(D)	(E)	(F) = A+B+C-(D+E)
	Total	(A)	Total	(B)	(C)	(D)	(E)	(F)
	Debt Service	Net ¹ Debt Service	Debt Service	Net ¹ Debt Service	Swing Space Lease Payments ²	Site 1 Ground Lease Revenues ²	Site 2 Ground Lease Revenues ²	Net ³ Total Costs
6/30/2018								-
6/30/2019								-
6/30/2020	\$18,746,500				\$678,976	\$536,311		\$142,665
6/30/2021	18,746,500				1,038,833	557,763		481,070
6/30/2022	18,746,500		\$3,564,000		1,069,998	580,074		489,925
6/30/2023	25,606,500	\$13,662,113	3,564,000			603,277	\$536,311	12,522,525
6/30/2024	25,603,500	25,357,673	3,564,000			627,408	557,763	24,172,502
6/30/2025	25,603,500	25,357,673	4,869,000	\$2,598,112		652,504	580,074	26,723,207
6/30/2026	25,605,500	25,359,673	4,868,750	4,821,996		678,604	603,277	28,899,788
6/30/2027	25,603,500	25,357,673	4,870,250	4,823,496		705,748	627,408	28,848,012
6/30/2028	25,606,750	25,360,923	4,868,250	4,821,496		733,978	652,504	28,795,936
6/30/2029	25,604,000	25,358,173	4,867,750	4,820,996		763,337	678,604	28,737,227
6/30/2030	25,604,500	25,358,673	4,868,500	4,821,746		793,871	705,748	28,680,799
6/30/2031	25,607,000	25,361,173	4,865,250	4,818,496		825,626	733,978	28,620,064
6/30/2032	25,605,250	25,359,423	4,868,000	4,821,246		858,651	763,337	28,558,680
6/30/2033	25,603,250	25,357,423	4,866,250	4,819,496		892,997	793,871	28,490,051
6/30/2034	25,604,750	25,358,923	4,865,000	4,818,246		928,717	825,626	28,422,826
6/30/2035	25,603,250	25,357,423	4,869,000	4,822,246		965,865	858,651	28,355,152
6/30/2036	25,602,500	25,356,673	4,867,750	4,820,996		1,004,500	892,997	28,280,172
6/30/2037	25,606,000	25,360,173	4,866,250	4,819,496		1,044,680	928,717	28,206,272
6/30/2038	25,607,000	25,361,173	4,869,250	4,822,496		1,086,467	965,865	28,131,336
6/30/2039	25,604,000	25,358,173	4,866,250	4,819,496		1,129,926	1,004,500	28,043,243
6/30/2040	25,605,500	25,359,673	4,867,250	4,820,496		1,175,123	1,044,680	27,960,366
6/30/2041	25,604,500	25,358,673	4,866,750	4,819,996		1,222,128	1,086,467	27,870,074
6/30/2042	25,604,250	25,358,423	4,869,500	4,822,746		1,271,013	1,129,926	27,780,230
6/30/2043	25,602,750	25,356,923	4,870,000	4,823,246		1,321,853	1,175,123	27,683,192
6/30/2044	25,603,000	25,357,173	4,868,000	4,821,246		1,374,728	1,222,128	27,581,563
6/30/2045	25,602,750	25,356,923	4,868,250	4,821,496		1,429,717	1,271,013	27,477,689
6/30/2046	25,604,750	25,358,923	4,865,250	4,818,496		1,486,905	1,321,853	27,368,660
6/30/2047	25,606,500	25,360,673	4,868,750	4,821,996		1,546,381	1,374,728	27,261,559
6/30/2048	25,605,500	25,359,673	4,868,000	4,821,246		1,608,237	1,429,717	27,142,965
6/30/2049	25,604,250	12,554,923	4,867,750	4,820,996		1,672,566	1,486,905	14,216,447
6/30/2050			4,867,500	4,820,746			1,546,381	3,274,364
6/30/2051			4,866,750	2,384,871			1,608,237	776,634
6/30/2052							1,672,566	(1,672,566)
6/30/2053								-
6/30/2054								-
6/30/2055								-
TOTAL:	\$747,564,000	\$660,185,105	\$142,121,250	\$125,507,622	\$2,787,808	\$30,078,953	\$30,078,953	\$728,322,629

¹ Net of capitalized interest and debt service reserve fund interest earnings at 2% over the term of the bonds.

² Cost and Revenue estimates provided by the County.

³ Net cost to County after making bond debt service and swing space lease payments and receiving ground lease revenues.



Deferred Maintenance: Estimated Annual Debt Service

Fiscal Year Ending	FY 2019 Issuance		FY 2022 Issuance		FY 2025 Issuance		(D) = A+B+C Net Total Costs
	Total Debt Service	(A) Net ¹ Debt Service	Total Debt Service	(B) Net ¹ Debt Service	Total Debt Service	(C) Net ¹ Debt Service	
6/30/2018							-
6/30/2019							-
6/30/2020	\$6,733,250						-
6/30/2021	6,733,250						-
6/30/2022	6,733,250						-
6/30/2023	11,943,250	\$7,156,090	\$6,733,250				7,156,090
6/30/2024	11,942,750	11,823,280	6,733,250				11,823,280
6/30/2025	11,944,250	11,824,780	6,733,250				11,824,780
6/30/2026	11,947,000	11,827,530	11,943,250	\$7,156,090	\$6,735,500		18,983,620
6/30/2027	11,945,250	11,825,780	11,942,750	11,823,280	6,735,500		23,649,060
6/30/2028	11,943,500	11,824,030	11,944,250	11,824,780	6,735,500		23,648,810
6/30/2029	11,946,000	11,826,530	11,947,000	11,827,530	11,950,500	\$7,161,730	30,815,790
6/30/2030	11,941,750	11,822,280	11,945,250	11,825,780	11,949,750	11,830,238	35,478,298
6/30/2031	11,945,250	11,825,780	11,943,500	11,824,030	11,951,000	11,831,488	35,481,298
6/30/2032	11,945,250	11,825,780	11,946,000	11,826,530	11,948,500	11,828,988	35,481,298
6/30/2033	11,946,000	11,826,530	11,941,750	11,822,280	11,946,750	11,827,238	35,476,048
6/30/2034	11,946,500	11,827,030	11,945,250	11,825,780	11,950,000	11,830,488	35,483,298
6/30/2035	11,945,750	11,826,280	11,945,250	11,825,780	11,947,250	11,827,738	35,479,798
6/30/2036	11,942,750	11,823,280	11,946,000	11,826,530	11,948,000	11,828,488	35,478,298
6/30/2037	11,946,500	11,827,030	11,946,500	11,827,030	11,951,250	11,831,738	35,485,798
6/30/2038	11,945,500	11,826,030	11,945,750	11,826,280	11,946,000	11,826,488	35,478,798
6/30/2039	11,943,750	5,850,780	11,942,750	11,823,280	11,946,750	11,827,238	29,501,298
6/30/2040			11,946,500	11,827,030	11,947,250	11,827,738	23,654,768
6/30/2041			11,945,500	11,826,030	11,946,500	11,826,988	23,653,018
6/30/2042			11,943,750	5,850,780	11,948,500	11,828,988	17,679,768
6/30/2043					11,947,000	11,827,488	11,827,488
6/30/2044					11,951,000	11,831,488	11,831,488
6/30/2045					11,949,000	5,853,863	5,853,863
6/30/2046							
6/30/2047							
6/30/2048							
6/30/2049							
6/30/2050							
6/30/2051							
TOTAL:	\$223,260,750	\$190,388,820	\$223,260,750	\$190,388,820	\$223,331,500	\$190,448,405	\$571,226,045

¹ Net of capitalized interest and debt service reserve fund interest earnings at 2% over the term of the bonds.



Attachment 2 Preliminary Costs Estimates

Preliminary Costs Concept 1

	Preliminary Costs
Construction costs included in KNN Bond Financing Analysis: Administration Building: 5 stories 64,710 s.f. each, Morgue & Public Health Lab Building: 2 stories 13,225 s.f. each, Site Clearing & Demolition, Subsurface Improvements, Parking Lots and Central Mechanical Plant at MADF & Sheriff. Includes costs for, Design, Construction, Furniture and Move Costs	\$349,865,382
Construction costs not included in KNN Bond Financing Analysis: Health & Human Services Building: 5 stories 30,000 s.f. each and Swing space costs	\$142,778,074
Total	\$492,643,456

Preliminary Costs Concept 2

	Preliminary Costs
Building Construction includes: Administration Building 1a & 1b: 5 stories 33,000 s.f. each, Morgue & Public Health Lab Building: 2 stories 13,225 s.f. each, Site Clearing & Demolition, Subsurface Improvements, Parking Lots and Central Mechanical Plant at MADF & Sheriff. Includes costs for Swing Space, Design, Construction, Furniture and Move Costs	\$375,497,004
Construction costs not included in KNN Bond Financing Analysis: Health & Human Services Building: 5 stories 28,000 s.f. each and Swing space costs	\$145,882,681
Total	\$521,379,684

Concept 1 Capital Costs: Swing Space

DESCRIPTION	COSTS				Notes
	Size	Unit	\$/Unit	Amount	

SWING SPACE CONSTRUCTION COSTS (GOVERNMENTAL)					
Leased space for 3 years					
Swing Space for Ag & PRMD: Lease & TI Costs	40,790	s.f.	\$90	\$3,671,100	1 & 3
Move costs for Ag & PRMD	143	FTE	\$12,000	\$1,716,000	2
Subtotal Building Construction				\$5,387,100	
SUBTOTAL CONSTRUCTION COST				\$5,387,100	
CONTINGENCIES					
Soft Costs 30%				\$1,616,130	
Design Fees 8%				\$560,258	
Construction Contingency 7%				\$529,444	
Subtotal contingencies				\$2,705,833	
Subtotal Construction Costs & Contigencies				\$8,092,933	
ESCALATION					
11.25% to mid point of construction				\$910,455	
TOTAL PROJECT COSTS				\$9,003,388	

Notes

1. Includes min TI improvements
2. Move costs x2
3. Leased space assumptions: 3 year full service lease at \$2.50 per s.f. per month = 2.50 x 12 x 3= 90 s.f.

Concept 1 Capital Costs: Administration, Morgue & Public Health Lab Buildings

DESCRIPTION	COSTS				Notes
	Size	Unit	\$/Unit	Amount	
<u>CONSTRUCTION COSTS</u>					
Building Construction (Governmental)					1
Administration Building: 5 stories 64,710 s.f. each (ZNE Core + TI)	323,550	s.f.	\$482	\$155,951,100	
Morgue & Public Health Lab Building: 2 stories 13,225 s.f. each (ZNE Core + TI)	26,450	s.f.	\$682	\$18,038,900	
Subtotal Building Construction				\$173,990,000	
Site Clearing & Demolition	1	I.s.	\$977,608	\$977,608	
Subsurface Improvements	1	I.s.	\$680,383	\$680,383	
Surface Improvements: includes Central Mechanical Plant at MADF & Sheriff	1	I.s.	\$13,318,222	\$13,318,222	
SUBTOTAL CONSTRUCTION COST				\$188,966,213	
<u>CONTINGENCIES</u>					
Soft Costs 30%				\$56,689,864	
Design Fees 8%				\$19,652,486	
Construction Contingency 7%				\$18,571,599	
Furnishing & Relocation Costs 6%				\$11,337,973	
Project Labor Agreement Costs 7%				\$13,227,635	
Subtotal contingencies				\$119,479,557	
Subtotal Construction Costs & Contingencies				\$308,445,770	
<u>ESCALATION</u>					
11.25% to mid point of construction				\$34,700,149	
TOTAL PROJECT COSTS				\$343,145,919	

Notes

1. 323,550 s.f Governmental, 150,000 Leased Governmental

Concept 1 Capital Costs: Human & Health Services Building

DESCRIPTION	COSTS				Notes
	Size	Unit	\$/Unit	Amount	
<u>CONSTRUCTION COSTS</u>					
Building Construction (Leased Governmental) Health & Human Services Building: 5 stories 30,000 s.f. each (ZNE Core + TI)	150,000	s.f.	\$482	\$72,300,000	1
Subtotal Building Construction				\$72,300,000	
Site Clearing & Demolition	1	I.s.	\$418,975	\$418,975	
Subsurface Improvements	1	I.s.	\$291,592	\$291,592	
Surface Improvements	1	I.s.	\$657,498	\$657,498	
SUBTOTAL CONSTRUCTION COST				\$73,668,065	
<u>CONTINGENCIES</u>					
Soft Costs 30%				\$22,100,420	
Design Fees 8%				\$7,661,479	
Construction Contingency 7%				\$7,240,097	
Furnishing & Relocation Costs 6%				\$4,420,084	
Project Labor Agreement Costs 7%				\$5,156,765	
Subtotal contingencies				\$46,578,844	
Subtotal Construction Costs & Contingencies				\$120,246,909	
<u>ESCALATION</u>					
11.25% to mid point of construction				\$13,527,777	
TOTAL PROJECT COSTS				\$133,774,686	

Notes

1. 323,550 s.f Governmental, 150,000 Leased Governmental

Concept 1 Capital Costs: Parking Lot

DESCRIPTION	COSTS			
	Size	Unit	\$/Unit	Amount
<u>CONSTRUCTION COSTS</u>				
Site Clearing & Demolition	1	I.s.	\$946,534	\$946,534
Subsurface Improvements	1	I.s.	\$180,000	\$180,000
Surface Improvements	1	I.s.	\$2,715,000	\$2,715,000
SUBTOTAL CONSTRUCTION COST				\$3,841,534
<u>CONTINGENCIES</u>				
Soft Costs 30%				\$1,152,460
Design Fees 8%				\$399,520
Construction Contingency 7%				\$377,546
Project Labor Agreement Costs 7%				\$268,907
Subtotal contingencies				\$2,198,433
Subtotal Construction Costs & Contigencies				\$6,039,967
<u>ESCALATION</u>				
11.25% to mid point of construction				\$679,496
TOTAL PROJECT COSTS				\$6,719,463

Concept 2 Capital Costs: Swing Space Costs

DESCRIPTION	COSTS				Notes
	Size	Unit	\$/Unit	Amount	

SWING SPACE CONSTRUCTION COSTS (GOVERNMENTAL)					
Option 2: Leased space for 3 years					
Swing Space for PRMD: Lease & TI Costs	32,000	s.f.	\$90	\$2,880,000	1 & 3
Move costs for PRMD	120	FTE	\$12,000	\$1,440,000	2
Subtotal Building Construction				\$4,320,000	
SUBTOTAL CONSTRUCTION COST				\$4,320,000	
CONTINGENCIES					
Soft Costs 30%				\$1,296,000	
Design Fees 8%				\$449,280	
Construction Contingency 7%				\$424,570	
Subtotal contingencies				\$2,169,850	
Subtotal Construction Costs & Contigencies				\$6,489,850	
ESCALATION					
11.25% to mid point of construction				\$730,108	
TOTAL PROJECT COSTS				\$7,219,958	

Notes

1. Includes min TI improvements
2. Move costs x2
3. Leased space assumptions: 3 year full service lease at \$2.50 per s.f. per month = 2.50 x 12 x 3= 90 s.f.

Concept 2 Capital Costs: Administration Building 1a

DESCRIPTION	COSTS			
	Size	Unit	\$/Unit	Amount
<u>CONSTRUCTION COSTS</u>				
Building Construction (Governmental) Admin Building 1a: 5 stories 33,000 s.f. each (ZNE Core + TI)	165,000	s.f.	\$482	\$79,530,000
Subtotal Building Construction				\$79,530,000
Site Clearing & Demolition	1	I.s.	\$1,043,311	\$1,043,311
Subsurface Improvements	1	I.s.	\$653,295	\$653,295
Surface Improvements	1	I.s.	\$6,120,450	\$6,120,450
SUBTOTAL CONSTRUCTION COST				\$87,347,056
<u>CONTINGENCIES</u>				
Soft Costs 30%				\$26,204,117
Design Fees 8%				\$9,084,094
Construction Contingency 7%				\$8,584,469
Furnishing & Relocation Costs 6%				\$5,240,823
Project Labor Agreement Costs 7%				\$6,114,294
Subtotal contingencies				\$55,227,797
Subtotal Construction Costs & Contingencies				\$142,574,853
<u>ESCALATION</u>				
11.25% to mid point of construction				\$16,039,671
TOTAL PROJECT COSTS				\$158,614,523

Note

See ROM Estimate Worksheet for Site Clearing & Demolition, Subsurface Improvements and Surface Improvements detail

Concept 2 Capital Costs: Administration Building 1b

DESCRIPTION	COSTS			
	Size	Unit	\$/Unit	Amount
<u>CONSTRUCTION COSTS</u>				
Building Construction (Governmental) Admin Building 1b: 5 stories 33,000 s.f. each (ZNE Core + TI)	165,000	s.f.	\$482	\$79,530,000
Subtotal Building Construction				\$79,530,000
Site Clearing & Demolition	1	I.s.	\$1,178,220	\$1,178,220
Subsurface Improvements	1	I.s.	\$483,690	\$483,690
Surface Improvements	1	I.s.	\$3,333,670	\$3,333,670
SUBTOTAL CONSTRUCTION COST				\$84,525,580
<u>CONTINGENCIES</u>				
Soft Costs 30%				\$25,357,674
Design Fees 8%				\$8,790,660
Construction Contingency 7%				\$8,307,174
Furnishing & Relocation Costs 6%				\$5,071,535
Project Labor Agreement Costs 7%				\$5,916,791
Subtotal contingencies				\$53,443,834
Subtotal Construction Costs & Contingencies				\$137,969,414
<u>ESCALATION</u>				
16.25% to mid point of construction				\$22,420,030
TOTAL PROJECT COSTS				\$160,389,443

Note

See ROM Estimate Worksheet for Site Clearing & Demolition, Subsurface Improvements and Surface Improvements detail

Concept 2 Capital Costs: Health & Human Services Building

DESCRIPTION	COSTS			
	Size	Unit	\$/Unit	Amount
<u>CONSTRUCTION COSTS</u>				
Building Construction Health & Human Services Building: 5 stories 28,000 s.f. each (ZNE Core + TI) (Leased Governmental)	140,000	s.f.	\$482	\$67,480,000
Subtotal Building Construction				\$67,480,000
Site Clearing & Demolition	1	I.s.	\$789,127	\$789,127
Subsurface Improvements	1	I.s.	\$229,000	\$229,000
Surface Improvements	1	I.s.	\$1,564,000	\$1,564,000
SUBTOTAL CONSTRUCTION COST				\$70,062,127
<u>CONTINGENCIES</u>				
Soft Costs 30%				\$21,018,638
Design Fees 8%				\$7,286,461
Construction Contingency 7%				\$6,885,706
Furnishing & Relocation Costs 6%				\$4,203,728
Project Labor Agreement Costs 7%				\$4,904,349
Subtotal contingencies				\$44,298,882
Subtotal Construction Costs & Contigencies				\$114,361,009
<u>ESCALATION</u>				
21.25% to mid point of construction				\$24,301,714
TOTAL PROJECT COSTS				\$138,662,723

Note

See ROM Estimate Worksheet for Site Clearing & Demolition, Subsurface Improvements and Surface Improvements detail

Concept 2 Capital Costs: Morgue & Public Health Lab Building

DESCRIPTION	COSTS			
	Size	Unit	\$/Unit	Amount
<u>CONSTRUCTION COSTS</u>				
Building Construction Morgue & Public Health Lab Building: 2 stories 13,225 s.f. each (ZNE Core + TI) (Governmental)	26,450	s.f.	\$682	\$18,038,900
Subtotal Building Construction				\$18,038,900
Site Clearing & Demolition	1	I.s.	\$197,282	\$197,282
Subsurface Improvements	1	I.s.	\$229,000	\$229,000
Surface Improvements: includes New Central Plant for MADF & Sheriff	1	I.s.	\$10,079,060	\$10,079,060
SUBTOTAL CONSTRUCTION COST				\$28,544,242
<u>CONTINGENCIES</u>				
Soft Costs 30%				\$8,563,273
Design Fees 8%				\$2,968,601
Construction Contingency 7%				\$2,805,328
Furnishing & Relocation Costs 6%				\$1,712,655
Project Labor Agreement Costs 7%				\$1,998,097
Subtotal contingencies				\$18,047,953
Subtotal Construction Costs & Contingencies				\$46,592,195
<u>ESCALATION</u>				
21.25% to mid point of construction				\$9,900,842
TOTAL PROJECT COSTS				\$56,493,037

Note

See ROM Estimate Worksheet for Site Clearing & Demolition, Subsurface Improvements and Surface Improvements detail

Attachment 3: Project Delivery Comparisons

Updated 4/16/18

Performance Based Infrastructure Projects				
	City of Long Beach New Civic Center	Napa	Santa Clara County	Contra Costa County
General Project Description	<p>New Main Downtown Library, City Hall and Port Building to replace existing seismically unsafe facilities. New parking facility and revitalization of Lincoln Park.</p> <ul style="list-style-type: none"> An 11 story 254,000 sq.ft. City Hall An 11 story 237,000 sq.ft. Port Headquarters Building A two story 92,500 sq.ft. Main Library A 73,000 sq.ft. Civic Plaza New underground parking with 469 spaces Central utility plant A three rooftop solar array system to provide up to 25% of the Civic Center energy needs Revitalized City Lincoln Park. Total Civic sq.ft. = 583,500 	<p>New Public Safety and City Administration Building</p> <ul style="list-style-type: none"> Civic Center: new 112,193 sq.ft., three floor building housing City Administration includes City Council Chambers, City Council, City Manager, City Clerk, City Attorney, Human Resources, Finance, Community Development, Public Works, Fire Prevention, and Parks & Recreation City of Napa Fire Station #1: new 13,167 sq.ft. , two story building Clay Street Garage Expansion: additional 114,200 garage addition. Adds 271 parking spaces Total Civic sq.ft. = 239,560 	<p>New Civic Campus</p> <ul style="list-style-type: none"> 1.15 million square feet rehabilitated, replacement or new facilities Site A (Richey Site): 500,000 sq.ft office space for public safety and justice services, 2,400 parking space multi-level garage, Central Plant, Logistics Hub, street and onsite improvements. Demolition of existing buildings. 8.9 acres Site B County Campus: Office space and structured parking. 4.5 acres Site C County Campus: Office space and structured parking. 10.3 acres Site D Development & Urban Village: Mixed Use Development and structured parking. 16.3 acres Total Civic sq.ft. = 1.15 million 	<p>Rodeo Downtown</p> <ul style="list-style-type: none"> Development plans for two locations including new town plaza. Site A - 1.5 acre vacant County owned property with three parcels. Residential mixed use, commercial and artist live-work development. (former RDA site) Site B - 189/199 Parker Avenue, 12,500 sq. ft. parcel with existing 5,063 sq. ft. building located west of the Town Plaza site. Relocate senior center. Requirement for 15% affordable, subject to negotiation. Total Civic sq ft. = TBD
Site Acreage	<p>15.8 acres Civic: City Hall 2.82 acres, Port 0.61 acres, Library 4.91 acres (includes Lincoln Park) Private Development: 7.46 acres</p>	<p>4.71 acres Civic: 1.23 acres (doesn't include Fire Station or Parking acreage) Private Development: 3.48 acres (Superblock)</p>	<p>55 acres Civic Development 23 acres Site A: 8.9 acres Site B: 4.5 acres Site C: 10.3 acres Private Development Sites D & E: 6.5 + 9.8 acres = 16.3 acres</p>	<p>1.6 acres Site A: 1.5 acres Site B; 12,500 sq. ft.</p>
Agreement	DBFOM Design/Bid/Build/Finance/Operate & Maintain	DBFOM Design/Bid/Build/Finance/Operate & Maintain	Design Build	Lease Revenue Bonds
Entities	Plenary Edgemoor Civic Partners (PECP)	Plenary Properties Napa (PPN) ownership entity consisting of Plenary, Stanford Hotels Corp., Cresleigh Homes Inc	Lowe Enterprises Real Estate Group	In RFQ/RFP process. Issued December 2016. Did not receive acceptable responses and are now reviewing project with developers
Commercial Development Components	<p>3rd & Pacific: multi-family residential with up to 200 units with 250 parking spaces. Center Block: 2 building mixed use. Up to 580 residential units, 32,000 s.f. retail, 200 room hotel, 725 parking spaces. 10% units affordable to moderate income residents</p>	<p>Hotel Development in partnership with Stanford Hotels Corp: 200 minimum rooms 4 star hotel on 2.2 acres 60 minimum Residential Units on 1.25 acres Developed and owned by Cresleigh Homes Inc. Retail on Superblock site Hotel total s.f. = 222,000 Residential s.f. =102,235 Total = 324,235</p>	<p>Mixed use development on North First Street. Approximately 2 to 2.2 million GSF Private Development or Future Growth</p>	<p>Mixed use development in unincorporated Rodeo downtown.</p>
Project Costs: Construction, Permitting, Management and Relocation	\$300.7 million	\$110.2 million	\$150 million	Not yet defined.
Total Debt Service Cost	\$531 million	Not public information.	To be determined in Phase D - Financing & Preconstruction.	Not yet defined.
Annual Debt Service & Term	\$12.6 million for City Hall and Library only 43 year	\$5.8 million 40 year	County intends to debt finance	Not yet defined.
Cost per Square Foot	\$21	\$24	Not yet defined.	Not yet defined.

	City of Long Beach New Civic Center	Napa	Santa Clara County	Contra Costa County
Cost for Leasing Class A Office Space in Area	Range of \$27 to \$36			
Government Finance Sources	City Cash: \$18.78 million Land Sales: \$21.7 million	Transient Occupancy Tax: \$2,730,155 Land Sales \$14.35m	Not planning on selling land.	Lease Revenue Bonds
Build-to-Suit Projects				
	County of Alameda Social Services Building	City of Alameda Landing and Bayport		
General Project Description	Mixed use commercial and residential development.	700,000 square foot retail and office on former naval base. Includes 889 units of residential (22% affordable) and elementary school		
Site Acreage	2000 San Pablo Ave. Oakland CA 94612	218 acres, includes 72 acres for residential and 11 acres for public park		
Commercial Development Components	88 residential units and 150 stall parking structure	300,000 square feet of Retail space, 400,000 square feet of Office space,		
Project Costs: Construction, Permitting, Management and Relocation	\$80 million Cost was \$44.35 per square foot	\$90 million of new infrastructure Total project costs not available		
Debt Service & Term (if applicable)	County paying 30 years of rent totaling \$136 million with a buyout option for \$19 million	Not available		
Developer Finance Sources	\$51.7 million in tax free public bond financing along with private loans	Not available		
Government Finance Sources				
Deferred Maintenance Programs				
	State of California General Services –K-12 School Deferred Maintenance program	City of San Jose Facility Management Division of Public Works Deferred Maintenance Program		
General Project Description	Program identified 11 categories described in the Education Code Section 17582. Included building systems without which the building could not function including: asbestos abatement, lighting, electrical, floor coverings, HVAC, lead paint abatement, painting, paving, plumbing, roofing, UST remediation, and wall systems. Program is inactive now	Deferred maintenance on 400 buildings with 5 million square feet. Program increased to improve 90% of Preventative Maintenance activities from the 38% Preventative Maintenance program in FY 2011-12. (not bond funded)		
Project Costs: Construction, Permitting, Management and Relocation	\$254,430,098	Deferred maintenance backlog of \$147 million		
Government Finance Sources	Bond financing to school districts and County offices of education for 5 year program from FY 2008-09 – FY 2012-13.	Funding through General Fund and Construction and Conveyance Taxes		

Enhanced Infrastructure Financing District				
	West Sacramento County	City of Los Angeles	Santa Clara Valley Transportation Authority & Bay Area Rapid Transit	City of San Diego Otay Mesa Public Infrastructure
General Project Description	<p>The city of West Sacramento is working with the city of Sacramento to construct the Broadway Bridge connecting West Sacramento with Sacramento. The cities have created an EIFD authorized to issue bonds secured by tax increment revenues to pay for the construction.</p> <p>Enhanced Infrastructure Financing District is a means of capturing tax increments for the purpose of infrastructure investments.</p> <p>The bridge is part of a 2009 Bridge District Specific Plan, covering a 188-acre former industrial and rail yard site. The plan includes 4,000 housing units and 5,000,000 square feet of commercial and retail space by 2035. The new Sacramento River crossing will accommodate motor vehicles; transit, including buses and a proposed light rail system; bikes; and pedestrians.</p> <p>The EIFD will implement Measure G, an advisory measure approved by voters that allows West Sacramento to use revenue received from the dissolution of its Redevelopment Agency to "continue funding community investment projects such as streets, bridges, transportation, parks, and public infrastructure.</p>	<p>Los Angeles River Revitalization EIFD is in the planning stage.</p> <p>The project area is an 11-mile segment of the 48-mile L.A. River, which includes Elysian Park Bridge, Broadway Arterial Green Street, the eastern end of the Los Angeles State Historic Park and the Cornfields site.</p> <p>The overall objective is to make the river a community amenity by investing in housing, commercial, and recreational developments.</p>	<p>The Santa Clara Valley Transportation Authority (VTA) and Bay Area Rapid Transit (BART) are working to create an EIFD as part of the funding strategy for Phase II of the BART to Silicon Valley Extension plan.</p> <p>Phase II will build the four stations and five-mile tunnel through downtown San Jose that completes the 16-mile extension to San Jose.</p>	<p>The Otay Mesa EIFD will encompass the entire Community Plan Area, which is comprised of residential, industrial, commercial, office, and other land uses, as well as vacant land. Proposed project types include Transportation, Park, Police, Fire, Library, Water & Sewer.</p> <p>The Otay Mesa EIFD is located in the City of San Diego bounded by the Otay River Valley and the City of Chula Vista on the north, an unincorporated area of San Diego (County) to the east, the international border with Mexico and the City of Tijuana on the south, and Interstate 805 (I-805) on the west.</p>
District Acreage or Area	4,144 acres	Boundary of District: one mile on either side of 32 miles of the Los Angeles River as it flows through the City of Los Angeles	To be determined	9,285 acres approximately
Agreement	Infrastructure Financing Plan	Infrastructure Financing Plan	Creating a Community Facilities District and forming an EIFD will begin in 2017. This EIFD, with the ability to issue TIF bonds, will use some of the growth in tax revenue resulting from increased business activity and property value along the BART system to fund its expansion.	Infrastructure Financing Plan
Entities	Public Finance Authority	Public Finance Authority	Public Finance Authority	Public Finance Authority
Project Costs: Construction, Permitting, Management and Relocation	\$1.8 billion	First 11 mile segment: \$40 million \$5.78 billion total project costs	\$4.7 billion	\$1.1 billion
Financing District Members	City of West Sacramento	City and County of Los Angeles, Universal City, Cities of Burbank, Glendale and Vernon	To be determined	three (3) City of San Diego Council members and two (2) public members
Financing District Potential Yield over 45 year term	\$2 billion	\$2.3 billion	\$70 million	\$1.192 billion

Attachment C: Summary of Interviews with Napa and Long Beach

Summary of Interviews:

- There was no standard financing option – Napa used bonds issued through a JPA; Long Beach chose P3, neither required a public vote to proceed
- Both cities expressed general preference in their RFPs for hotels, mixed use, and housing on land they were selling but neither required it for bid acceptance or were prescriptive in type of development
- Both cities emphasized the importance of hiring a good project manager and dedicating staff to project
- Both cities retained ownership of government center land
- Both cities brought in senior management early in the development process to facilitate organization change and standardize workspaces
- Both cities incentivized developers to incorporate a low maintenance design into development
- Both cities used Plenary as the master developer
- Both cities provided stipends during the RFP phase

Telephone Interview with Heather Maloney, Administrative Services Manager, Napa Public Works Department, June 18, 2018

Project Scope

- 130,000 square foot buildings (24,000 square foot cold shell), consisting of an Administration/Public Safety Building, a Fire Station and a Parking Garage

Project Cost:

- Total Public Facilities Cost \$110,000,000 (\$846 per square foot) excluding utility connection work and financing costs
- Construction cost of Public Facilities \$86,669,774

Rent

- \$6 million total annual payout includes Operations & Maintenance, debt service and property management fee (\$3.85 per square foot /month)
- Annual payout being funded through General Fund revenue and classified as “rent”

Financing:

- \$88,481,427 public offering of tax-exempt bonds plus privately placed tax exempt through Joint Powers Authority, 32 years
- \$9.8 million subordinate debt purchased by Plenary (they earn 12% interest)
- Land Sale Proceeds: \$11,830,000 in cash to the City

Comments:

- In sale of land Napa requested in the RFP in general terms a hotel and mixed use retail on the site plus housing if possible
- Plenary will manage entire project; Design/Build/Finance/ Operations & Maintenance for 30 years, including overseeing Johnson Controls for Operations & Maintenance
- Johnson Controls sat in on construction planning meetings to make sure the building will be built for low maintenance
- Used Jones Land LaSalle to help put together RFI and RFP, ARUB as Project Manager, PFM as financial advisor, and attorneys
- Consultant costs to date are \$2.5 million which they have in a facility reserve Capital Improvement Plan fund
- Napa developed a program in advance including setting 3 tiers of standardized work spaces
- Napa found it was important to get senior staff involved early
- The challenge with organization change caught the project planners off guard
- Napa found it was important to have in its RFP clear expectations of performance criteria for construction and Operations & Maintenance
- In the RFP tiers of performance failures were spelled out with penalties matching specific tiers
- Hire a good project manager!

Attachment C: Summary of Interviews with Napa and Long Beach

- Director and Deputy Director of Public Works spend 50-80% of their time managing this project

Napa Timeline

On April 7, 2015, the City Council received a presentation on the update for the City Hall Consolidation Project including preliminary financial analysis. (See Agenda Item 24A)

On August 18, 2015, City Council reviewed the draft Request for Qualifications (RFQ) for the City Buildings Consolidation Project, provided input and direction to staff for incorporation into the final RFQ document, and approved the issuance of RFQ. (See Agenda Item 14B).

On October 30, 2015 – a Request for Qualifications (RFQ) for a public private partnership to take on this project was issued.

On May 10, 2016, the City Council reviewed the RFQ Evaluations, approved the issuance of a Request for Proposals (RFP) to three qualified teams, provided direction to staff on policy items to be incorporated into the final RFP document, and approved issuance of the RFP. (See Agenda Item 4A).

On September 20, 2016, the City Council provided direction to City Staff regarding the relative weighting and evaluation criteria to be included in the RFP. (See Agenda Item 6B).

On October 4, 2016, staff received authorization to transfer properties related to the RFP City title.

On November 7, 2016, an RFP titled "Opportunity to Design & Build a Public Safety and City Administration Building as well as to Develop Excess City Land with Private Uses" was released to the three pre-qualified teams.

RFP responses were due in February 2016

May 30th, 2017 meeting, City Council selected Plenary Group Napa, LLC as the preferred development proposal and directed City staff to negotiate the terms of an Exclusive Negotiating Agreement (ENA) with Plenary Group Napa, LLC

Telephone Interview with Craig Beck, Director, Public Works, City of Long Beach on 6/18/18 Craig led the Long Beach government center development project.

Project Scope

- An 11 story 254,000 sq.ft. City Hall
- An 11 story 237,000 sq.ft. Port Headquarters Building
- A two story 92,500 sq.ft. Main Library
- A 73,000 sq.ft. Civic Plaza
- New underground parking with 469 spaces
- Central utility plant
- Revitalized City Lincoln Park.
- Total Civic sq.ft. = 583,500

Site Acreage: 15.8 acres

Commercial Development Components:

- 3rd & Pacific: multi-family residential with up to 200 units with 250 parking spaces.
- Center Block: 2 building mixed use. Up to 580 residential units, 32,000 sq.ft. retail, 200 room hotel, 725 parking spaces.
- 10% units affordable to moderate income residents

Total Project Costs: \$300.7 million. Debt service cost: \$531 million

Annual Debt Service & term: \$12.6 million originally proposed for City Hall and Library only, 43 year term. Now \$14 million includes furniture

Financing:

- City Cash: \$18.78 million

Attachment C: Summary of Interviews with Napa and Long Beach

- Land Sales: \$21.7 million

Question: Was there change management consultant used?

Answer: Initially no, but later yes through Project Manager ARUB who brought on a change management team. There were meetings with different County Departments on a quarterly basis to convey information and quash rumors. Labor was brought in early in the development of the RFP. The Port and the City operated fairly autonomously. The Port retained City crews to maintain its building, the City used Operations & Maintenance manager JCI. The City encouraged Operations & Maintenance manager to hire current city maintenance personnel.

Question: Who was the consultant you worked with in developing the RFI and RFP?

Answer: ARUB for RFQ, ARUB and architect HOK for RFP

Question: Who was the financial consultant used?

Answer: City Finance Director was initially involved, ARUB provided financial support and brought in a third advisor Michael Palmieri of P3 Consulting. Michael met with City Finance Director weekly.

Question: Were there space standards required?

Answer: An attempt was made but it was a challenge of keeping all divisions on the same standard. The City could not control space standards of elected offices such as Clerk Recorder Assessor and politicians.

Question: What was the RFQ, RFP process?

Answer: A staff produced RFQ was used to initially test the waters to gauge developer demand, which turned out to be strong. From the responses to the RFQ the City developed a short list of three developers to send the RFP. ARUB Consulting and HOK developed the RFP that was sent to the three developers who became part of the process of staff and community interaction in developing their proposals. The RFP gave size of the buildings needed, the max annual debt service to be paid by the City over a 40 year term, and that the buildings needed to be Gold LEED certified. Parcel location was not specified. Each developer was promised \$400,000 for their work on the proposal, with the winner of the RFP to pay the losers. These developers spoke at 130 community meetings over the next 6-9 months in refining their proposals, and the City had the opportunity to see how well the development teams worked with City staff and the community. The Development teams would ask the community meetings "What does the Civic Center mean to you?"

Question: How did Long Beach come up with funds for consultants?

Answer: Used General Funds and other sources.

Question: How was Plenary chosen?

Answer: During the RFP development process City staff spent time working with them and felt they were the best to work with, and liked their architect SOM and builder Clark.

Question: Were operating costs such as utilities and janitorial included in monthly rent payment?

Answer: Yes.

Question: Was a Joint Powers Authority used in financing the project?

Answer: No.

Question: Does Long Beach have a "sources and uses of funds" sheet it can share?

Answer: No. Since Plenary handled all aspects of the development project all the City has to do is pay rent so it was not involved in the sources and uses of funds for the building's construction.

Question: What are the annual escalation of the "rent"?

Answer: Consumer Price Index with limits.

Question: Does Long Beach have an RFI it can share?

Answer: No RFI was used.

Question: In the sale of land was Long Beach specific on how the land was to be developed?

Answer: No. They stated they preferred high density development but did not require it.

Attachment C: Summary of Interviews with Napa and Long Beach

Question: Will Plenary manage entire project; Design/Build/Finance/ Operations & Maintenance for 42 years?

Answer: The agreement is with a Project Company currently owned by Plenary but able to be transferred in the future.

Question: How is ownership structured?

Answer: The City owns the land and assets and the Project Company owns right to the income stream and the obligation of building construction and ongoing Operations & Maintenance. This helped developers avoid possessor interest tax and minimized political involvement of elected officials.

Question: How was the development pitched to City Council?

Answer: As a lease to own. City gets a new building with minimum initial capital outlay, maintains ownership, and 40 years from now they will have a Class B+ building with no rent obligation.

Question: Who manages Operations & Maintenance?

Answer: JCI (Johnson Controls).

Question: What challenges caught you off guard

Answer: Technology...deciding to keep existing IT systems required some redesign of the building.

Question: What went well?

Answer: "Dating" process with developers during their proposal development gave the City staff a good idea of who the developers were and how they worked. Also the commitment to minimizing maintenance through building design by involving the entity that will be responsible for maintenance into the design process.

Question: How much time do you and your staff spend managing this project?

Answer: One staff member spending 75% of his/her time, two consultants spending 100% of their time, and Craig spending 20% of his time.

Question: Did the team change over time?

Answer: Yes, depending on project stage.

Question: Are the project costs and financing method used by the City of Long Beach accurately reflected in the numbers I emailed to you?

Answer: Generally yes. The City's annual debt obligation rose to \$14 million from the \$12.6 initially proposed. The \$14 million included furniture.



Government Center Development: Informational Survey and Questionnaire

Government Center Development: Informational Survey and Questionnaire

The County of Sonoma and the City of Santa Rosa are pleased to invite you to respond to an Informational Survey and Questionnaire to determine the market viability of developing the City and County government centers. This development opportunity could represent up to 700,000 square feet of government (County and City) occupied office space plus additional County government buildings, opportunities for additional City government buildings, as well as mixed-use retail and housing development, on at least approximately 100 acres of land in central Santa Rosa, California. *Responses must be received no later than 2:00 p.m. on August 21, 2018.*

Visit this [webpage](#) to read the full description of the government center concepts.

1. Name of firm or organization

2. Type of firm or organization

Corporation

Sole Proprietor

Partnership

Non-Profit

Other (please specify)

3. Contact person

4. Title

5. Address

6. City, state, zip code

7. Phone

8. Fax

9. Email address

10. Description of firm or organization (Check all that apply)

Developer

Financier

Consultant

Other (please specify)

**11. Please select the sector(s) with which your firm or organization has worked.
(Check all that apply)**

Commercial office

Single or multi-family market rate

Retail

Retail development

Municipal government offices/facilities

Operations and maintenance

Affordable housing

Other (please specify)

12. If your firm or organization has experience with municipal government, with what types of facilities have you worked? (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Government offices | <input type="checkbox"/> Communications towers/infrastructure |
| <input type="checkbox"/> Board Chambers | <input type="checkbox"/> Data Centers |
| <input type="checkbox"/> Court houses | <input type="checkbox"/> Medical/clinical |
| <input type="checkbox"/> Laboratories | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Detention facilities | |
| <input type="checkbox"/> Other (please specify) | |

13. What are your firm's average gross annual receipts over the last 5 years?

- | | |
|---|--|
| <input type="radio"/> Less than \$1 million | <input type="radio"/> \$101 million to \$250 million |
| <input type="radio"/> \$1 million to \$25 million | <input type="radio"/> \$251 million to \$500 million |
| <input type="radio"/> \$26 million to \$100 million | <input type="radio"/> \$501 million and above |



Government Center Development: Informational Survey and Questionnaire

Potential Development Bundles

We are considering creating bid bundles for development proposals. The bid bundles could be structured by location and by space type; office, commercial, retail, etc. as more fully described below. Developers would be able to bid on one or more of the bid bundles.

14. Would you prefer a bid bundle approach?

- Yes No preference
 No

Please explain your preference.

15. What types of development projects would be included in your ideal bid bundle? (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> No bundle, prefer to bid on everything | <input type="checkbox"/> Replacement of the current Hall of Justice
(Court rooms, and office space for District
Attorney, Public Defender, offices for the Courts,
and potentially private attorney office space) |
| <input type="checkbox"/> Government office space (including Board
Chambers) | <input type="checkbox"/> Housing at one or multiple sites |
| <input type="checkbox"/> Laboratory spaces (Morgue, Public Health Lab,
or combined facility) | <input type="checkbox"/> Commercial/retail |
| <input type="checkbox"/> Emergency Operations facility | |
| <input type="checkbox"/> Other (please specify) | |

16. Please explain why the above bid bundle is attractive.

17. What development size and associated financing is most attractive to your firm and why? Please explain your preference below.

- \$1 billion and above Less than \$500 million
 \$500 million to \$1 billion No preference

Please explain your preference.

18. Both the County and the City control real estate assets that could be utilized for private use and/or revenue as financial support. What are preferred options for utilizing real estate assets as described herein?

19. Both the County and City control real estate assets that could be utilized for private use and/or revenue as financial support. What information would you need to evaluate the market potential of these real estate assets? Please explain.

20. What are the most significant factors that would contribute to your decision to submit a proposal?



Government Center Development: Informational Survey and Questionnaire

Project Financing

21. What financing structure do you prefer?

22. In your firm's experience what are the most significant contributing characteristics of successful local government development projects?

23. Does your firm or partnership have experience financing municipal government projects (facilities only) with the type of financing described below?

(Check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Public Private Partnership / Performance Based Infrastructure Project | <input type="checkbox"/> Debt or lease-revenue secured by a government entity (e.g. Certificates of Participation, Lease Revenue Bonds and/or Revenue Bonds) |
| <input type="checkbox"/> Direct capital purchase (from cash-on-hand, no debt or lease) | <input type="checkbox"/> Debt secured by the private financing |
| <input type="checkbox"/> Other (please specify) | |

24. How many Municipal/Government building development projects have you delivered using Public Private Partnerships?

- 0
- 1 to 5
- More than 5

25. We are contemplating options for financing. What is the longest term your firm is generally willing to consider when financing a development program?

- Less than 24 years
- 25 - 30 years
- Other (please specify)
- 30 - 40 years

26. What level of financing (minimal amounts or ranges) do you believe are required to enable project delivery on the scale anticipated for the Government Center Development Concept(s)?

27. The City and County recognize that the scale of development under consideration will require significant internal resources. Therefore we are contemplating including provisions for recovery of administrative costs associated with the solicitation and negotiations process.

What level of administrative cost recovery would be realistic given your financing structure?

- 0%
- 1%
- 2%
- 3%
- Variable (please describe)
- 4%
- 5%
- 7%
- 8%



Government Center Development: Informational Survey and Questionnaire

Solicitation Approach

28. Please indicate your interest in responding to the following solicitation approaches. Please explain your preference below.

	Very interested	Somewhat interested	Neutral	Somewhat uninterested	Not interested
A joint City/County solicitation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
City and/or County solicitations issued separately by each entity for its desired project(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please explain your preferences.

29. What information should be in a final solicitation package? (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Clearly defined County and City financial contributions to the project | <input type="checkbox"/> Local workforce hiring requirements |
| <input type="checkbox"/> Physical property descriptions | <input type="checkbox"/> Multi-family housing density objectives |
| <input type="checkbox"/> Individual city and county department occupied existing square footage | <input type="checkbox"/> Anticipated Use, i.e. office, assembly, public access/customer service (i.e. permitting, public records searches, public safety) |
| <input type="checkbox"/> Anticipated growth factors for city and county departments | <input type="checkbox"/> Known site constraints (seismic, geotechnical, existing utilities, setbacks, etc.) |
| <input type="checkbox"/> Recommended adjacencies for city and county departments | <input type="checkbox"/> The anticipated role of technology in operations and service delivery. |
| <input type="checkbox"/> Required lease, public private partnership, or other applicable agreement terms and conditions | <input type="checkbox"/> Inspiration from preceding community visioning workshops or community surveys |

Other (please specify)

30. Based upon your prior experience working with governments, and given your understanding of available financing, tax incentives, and the options potentially available, would you in general prefer a solicitation (RFQ/RFP, or otherwise) that included which of the following prescribed objectives (rank order 1 least preferable to 5 most preferable):

- No objectives and complete flexibility in proposed campus location and development plan
- A few high level objectives and flexibility in proposed campus location and development plan
- A few high level objectives with prescriptive requirements for proposed campus location and development plan
- Detailed objectives but with flexibility in proposed campus location and development plan
- Detailed objectives with prescriptive requirements for proposed campus location and development plan

31. Please provide any overall comments on best practices for municipal government center development projects.

32. The City and County have considered several locations for potential development and/or co-location opportunities. Based upon your prior experience working with governmental entities, and given your understanding of available financing, tax incentives, and the options potentially available, please indicate your interest in bidding on a solicitation (RFQ/RFP, or otherwise) with:

	Very interested	Somewhat interested	Neutral	Somewhat uninterested	Not interested
City and County at separate, existing locations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
City and County co-located in downtown Santa Rosa	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
City at existing location (downtown Santa Rosa), and County at new location near Sonoma County airport	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
City at existing location (downtown Santa Rosa), and County at new location elsewhere	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please explain your preference and/or other possible solutions.

33. If any of these locations had expedited permitting or financial incentives, would that create a significantly more attractive opportunity? And if yes, please indicate below what other incentives might create significantly more attractive opportunities.

Yes

No

Please explain why or why not.

34. How likely is your firm or organization to submit a proposal for any subsequent RFQ/RFP, if issued?

Very likely

Somewhat likely

Somewhat unlikely

Very unlikely

Uncertain at this time

Please explain.

35. Recognizing best practices from other jurisdictions we anticipate that more in depth conversations would be helpful. Would you be interested in participating in a follow-up meeting or telephone conversation for eliciting further feedback from you?

Yes

No

Q1 Name of firm or organization

Answered: 69 Skipped: 2

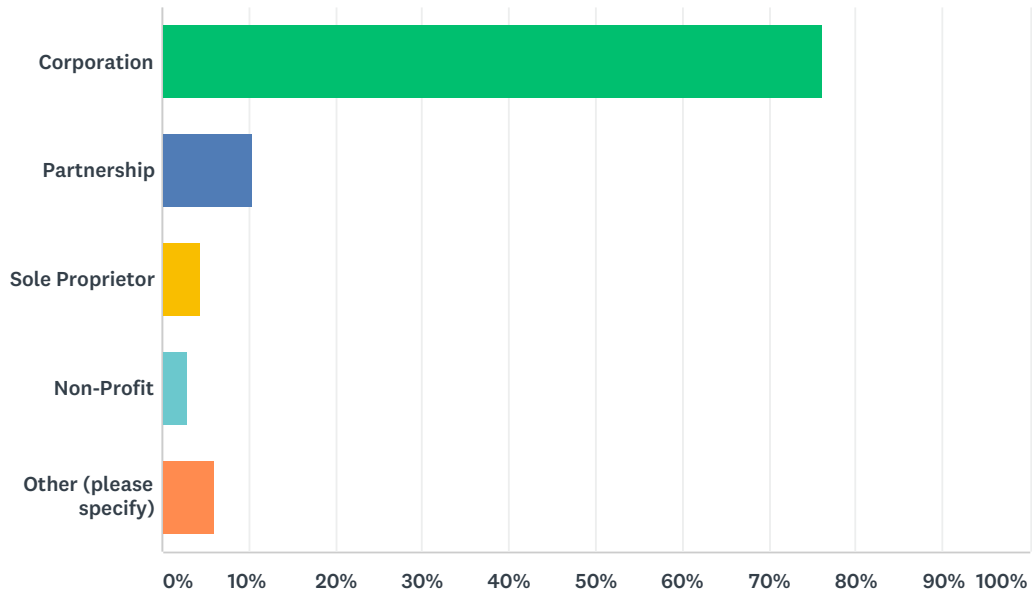
#	RESPONSES	DATE
1	Roebbelen Contracting, Inc.	11/12/2018 3:08 PM
2	Roebbelen Contracting, Inc.	11/7/2018 9:58 AM
3	Roebbelen Contracting Inc.	10/25/2018 10:25 AM
4	Mott MacDonald	9/12/2018 1:26 PM
5	Clayco, Inc.	8/21/2018 12:49 PM
6	HOK	8/21/2018 12:28 PM
7	WSP USA	8/21/2018 11:27 AM
8	Bisbee Architecture + Design	8/21/2018 11:04 AM
9	Kitchell Development Company	8/21/2018 10:31 AM
10	8th Wave	8/21/2018 9:57 AM
11	Project Finance Advisory Limited (PFAL)	8/21/2018 9:24 AM
12	Webcor	8/20/2018 4:45 PM
13	KTGY Group	8/20/2018 3:15 PM
14	KPMG LLP	8/20/2018 3:08 PM
15	Kitchell Corporation	8/20/2018 3:08 PM
16	CapRock Venture, LLC	8/20/2018 2:59 PM
17	HDR Architecture, Inc.	8/20/2018 2:53 PM
18	FivePoint	8/20/2018 2:44 PM
19	CaliChi Design Group	8/20/2018 12:44 PM
20	Polytech Assocites, Inc.	8/20/2018 10:26 AM
21	Edgemoor Infrastructure & Real Estate LLC	8/20/2018 10:24 AM
22	Arup	8/20/2018 9:47 AM
23	Hamilton + Aitken Architects	8/20/2018 7:14 AM
24	Plenary Group USA Ltd	8/20/2018 6:39 AM
25	Atwater Infrastrucutre Partners	8/20/2018 4:57 AM
26	Structural Integrity Inc	8/17/2018 4:20 PM
27	Green Builders	8/17/2018 1:23 PM
28	Gensler	8/17/2018 11:27 AM
29	Interactive Resources, Inc.	8/17/2018 11:02 AM
30	Oakmont Senior Living	8/17/2018 10:44 AM
31	Guillen & Merrill, LLC	8/17/2018 9:40 AM
32	Public Facilities GroupPresident	8/17/2018 9:37 AM
33	CBRE Heery	8/17/2018 9:02 AM
34	Level 10 Construction	8/17/2018 7:21 AM
35	U.S. Bancorp Government Leasing and Finance, Inc.	8/17/2018 7:13 AM

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36	Solomon Cordwell Buenz	8/17/2018 6:43 AM
37	EllisDon Corporation	8/17/2018 5:17 AM
38	AECOM Technical Services, Inc. (AECOM)	8/17/2018 3:24 AM
39	Griffin Holdings, Inc.	8/16/2018 8:52 PM
40	Suffolk Construction Company Inc.	8/16/2018 6:28 PM
41	RIM Architects	8/16/2018 5:57 PM
42	North Bay Property Advisors	8/16/2018 12:33 PM
43	HOK	8/16/2018 9:09 AM
44	Robert Moreiko Town & Country Properties	8/16/2018 7:32 AM
45	HDR Architecture, Inc	8/16/2018 7:24 AM
46	i	8/15/2018 3:35 PM
47	p3point	8/15/2018 3:10 PM
48	Lowe	8/15/2018 12:28 PM
49	Cartwright Nor Cal	8/14/2018 10:48 AM
50	Garfield Public/Private LLC	8/13/2018 2:03 PM
51	Community Builders Corporation	8/9/2018 10:14 AM
52	The Wolff Company	8/8/2018 8:21 PM
53	Skidmore, Owings & Merrill LLP	8/7/2018 1:24 PM
54	Sonoma county vet connect, inc	8/6/2018 7:21 AM
55	TLCD Architecture	8/3/2018 1:48 PM
56	Pankow	8/3/2018 1:09 PM
57	Swinerton	8/2/2018 2:10 PM
58	Turner Construction	8/2/2018 10:05 AM
59	Sonoma Clean Power	8/1/2018 12:56 PM
60	SmithGroup	8/1/2018 10:53 AM
61	Goranson and Associates, Inc.	8/1/2018 9:07 AM
62	Trammell Crow Company	8/1/2018 8:37 AM
63	BPD Zenith US LLC	8/1/2018 6:59 AM
64	Arntz Builders, Inc.	8/1/2018 6:35 AM
65	Alten Construction Inc	8/1/2018 5:57 AM
66	Fentress Architects	7/31/2018 6:54 PM
67	Hensel Phelps	7/31/2018 6:00 PM
68	Komorous-Towey Architects	7/31/2018 4:55 PM
69	G Squared Consulting, Inc.	7/31/2018 4:54 PM

Q2 Type of firm or organization

Answered: 67 Skipped: 4



ANSWER CHOICES	RESPONSES
Corporation	76.12% 51
Partnership	10.45% 7
Sole Proprietor	4.48% 3
Non-Profit	2.99% 2
Other (please specify)	5.97% 4
Total Respondents: 67	

#	OTHER (PLEASE SPECIFY)	DATE
1	Limited Liability Partnership	8/20/2018 3:08 PM
2	Limited Liability Company	8/20/2018 2:59 PM
3	LLC	8/20/2018 10:24 AM
4	Government	8/1/2018 12:56 PM

Q3 Contact person

Answered: 67 Skipped: 4

#	RESPONSES	DATE
1	Robert Flory	11/12/2018 3:08 PM
2	Robert Flory	11/7/2018 9:58 AM
3	Robert Flory	10/25/2018 10:25 AM
4	Philippe Rapin	9/12/2018 1:26 PM
5	Elaine Lockwood Bean for Clayco, Shawn Clark for (real estate development) subsidiary CRG, Steve Morton for (planning/design) subsidiary BatesForum	8/21/2018 12:49 PM
6	Paul Woolford	8/21/2018 12:28 PM
7	Deborah Brown; Jamie Qualk	8/21/2018 11:27 AM
8	Nate Bisbee	8/21/2018 11:04 AM
9	Mike Seiber	8/21/2018 10:31 AM
10	Robin Stephani	8/21/2018 9:57 AM
11	Steven J Leeming	8/21/2018 9:24 AM
12	Shelley Doran	8/20/2018 4:45 PM
13	Jeremy Agraz	8/20/2018 3:15 PM
14	Daniel Feitelberg	8/20/2018 3:08 PM
15	Russell Fox	8/20/2018 3:08 PM
16	Brad Gorman / Richard Horn	8/20/2018 2:59 PM
17	Michael Orr	8/20/2018 2:53 PM
18	Stew Cedarleaf	8/20/2018 2:44 PM
19	Louise McGinnis Barber	8/20/2018 12:44 PM
20	Mehrnoush Arsanjani	8/20/2018 10:26 AM
21	Geoffrey Stricker	8/20/2018 10:24 AM
22	Orion Fulton	8/20/2018 9:47 AM
23	Adrienne Marks	8/20/2018 7:14 AM
24	Mike Marasco	8/20/2018 6:39 AM
25	Graham White	8/20/2018 4:57 AM
26	Yvon Gregorian	8/17/2018 4:20 PM
27	Ken Russo	8/17/2018 1:23 PM
28	Harriet Tzou	8/17/2018 11:27 AM
29	Christina Zirker	8/17/2018 11:02 AM
30	Brandon Cho	8/17/2018 10:44 AM
31	Jose Guillen	8/17/2018 9:40 AM
32	John Finke	8/17/2018 9:37 AM
33	Alberto Vela	8/17/2018 9:02 AM
34	Jill Lonergan	8/17/2018 7:21 AM

Government Center Development: Informational Survey and Questionnaire

35	Tom Seybold	8/17/2018 7:13 AM
36	Chris Pemberton	8/17/2018 6:43 AM
37	Clare Ashbee	8/17/2018 5:17 AM
38	Alberto Perez	8/17/2018 3:24 AM
39	Roger Torriero	8/16/2018 8:52 PM
40	Drew Canniff	8/16/2018 6:28 PM
41	Ginger Kelly	8/16/2018 5:57 PM
42	Nick Abbott	8/16/2018 12:33 PM
43	Zorana Bosnic	8/16/2018 9:09 AM
44	Robert Moreiko	8/16/2018 7:32 AM
45	Michael Palmieri	8/15/2018 3:10 PM
46	Alan Chamorro	8/15/2018 12:28 PM
47	Steve Lamb	8/14/2018 10:48 AM
48	Raymond Garfield	8/13/2018 2:03 PM
49	Duane De Witt	8/9/2018 10:14 AM
50	Dan Nethercott	8/8/2018 8:21 PM
51	Steven Sobel	8/7/2018 1:24 PM
52	Richard Jones	8/6/2018 7:21 AM
53	Don Tomasi	8/3/2018 1:48 PM
54	Michael Strong	8/3/2018 1:09 PM
55	Gary S. Moriarty	8/2/2018 2:10 PM
56	Tony Keyser	8/2/2018 10:05 AM
57	Geof Syphers	8/1/2018 12:56 PM
58	Daniel Carfora	8/1/2018 10:53 AM
59	Sue Goranson	8/1/2018 9:07 AM
60	Peter Brandon	8/1/2018 8:37 AM
61	Craig Bowser	8/1/2018 6:59 AM
62	David Arntz	8/1/2018 6:35 AM
63	Bob Alten	8/1/2018 5:57 AM
64	Jeremy Erickson	7/31/2018 6:54 PM
65	Dave Valentine	7/31/2018 6:00 PM
66	Thomas J Towey	7/31/2018 4:55 PM
67	Greg Guerrazzi	7/31/2018 4:54 PM

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Q4 Title

Answered: 66 Skipped: 5

#	RESPONSES	DATE
1	Vice President	11/12/2018 3:08 PM
2	Vice President	11/7/2018 9:58 AM
3	Vice President	10/25/2018 10:25 AM
4	Vice President - Advisory	9/12/2018 1:26 PM
5	Elaine Lockwood Bean, Director (Public/Government); Shawn Clark, President, CRG; Steve Morton, Senior Principal, Advance Strategies	8/21/2018 12:49 PM
6	Design Principal	8/21/2018 12:28 PM
7	Director of Alternative Delivery Advisory Services; Vice President, Property & Buildings	8/21/2018 11:27 AM
8	Owner/Architect	8/21/2018 11:04 AM
9	Senior Development Director	8/21/2018 10:31 AM
10	president	8/21/2018 9:57 AM
11	Executive Vice President	8/21/2018 9:24 AM
12	Senior Vice President	8/20/2018 4:45 PM
13	Executive Director	8/20/2018 3:15 PM
14	Principal	8/20/2018 3:08 PM
15	President	8/20/2018 3:08 PM
16	Co-Managing Director / Principal, Partner	8/20/2018 2:59 PM
17	Managing Principal	8/20/2018 2:53 PM
18	Senior Investment Manager	8/20/2018 2:44 PM
19	Vice President/Business Development	8/20/2018 12:44 PM
20	Principal	8/20/2018 10:26 AM
21	Managing Director	8/20/2018 10:24 AM
22	Associate Principal	8/20/2018 9:47 AM
23	Marketing Manager	8/20/2018 7:14 AM
24	CEO Plenary Concessions	8/20/2018 6:39 AM
25	Partner	8/20/2018 4:57 AM
26	General Contractor	8/17/2018 1:23 PM
27	Marketing Specialist	8/17/2018 11:27 AM
28	Admin	8/17/2018 11:02 AM
29	Development Specialist	8/17/2018 10:44 AM
30	Managing Partner	8/17/2018 9:40 AM
31	President	8/17/2018 9:37 AM
32	California Managing Director - CBRE Heery	8/17/2018 9:02 AM
33	Marketing Director	8/17/2018 7:21 AM
34	VP Western Region	8/17/2018 7:13 AM

Government Center Development: Informational Survey and Questionnaire

35	President	8/17/2018 6:43 AM
36	Director, U.S. Business Development	8/17/2018 5:17 AM
37	Vice President, PM/CM Business Line Western Regional Leader	8/17/2018 3:24 AM
38	CEO	8/16/2018 8:52 PM
39	Director, Business Development, Northern California	8/16/2018 6:28 PM
40	VP Marketing	8/16/2018 5:57 PM
41	Broker	8/16/2018 12:33 PM
42	Sr. Principal	8/16/2018 9:09 AM
43	Broker/Owner	8/16/2018 7:32 AM
44	President	8/15/2018 3:10 PM
45	Senior Vice President	8/15/2018 12:28 PM
46	Civil Division Director	8/14/2018 10:48 AM
47	Chairman	8/13/2018 2:03 PM
48	Director	8/9/2018 10:14 AM
49	VP	8/8/2018 8:21 PM
50	Director	8/7/2018 1:24 PM
51	CEO, Pres.	8/6/2018 7:21 AM
52	President	8/3/2018 1:48 PM
53	Sr. Project Manager	8/3/2018 1:09 PM
54	Regional Business Development Manager	8/2/2018 2:10 PM
55	Business Development Manager	8/2/2018 10:05 AM
56	CEO	8/1/2018 12:56 PM
57	Director of Business Development	8/1/2018 10:53 AM
58	CEO	8/1/2018 9:07 AM
59	Senior Vice President	8/1/2018 8:37 AM
60	Director	8/1/2018 6:59 AM
61	Vice President	8/1/2018 6:35 AM
62	President	8/1/2018 5:57 AM
63	Director of Business Development - Northern California	7/31/2018 6:54 PM
64	Project Development Director	7/31/2018 6:00 PM
65	CEO	7/31/2018 4:55 PM
66	President	7/31/2018 4:54 PM

Q5 Address

Answered: 66 Skipped: 5

#	RESPONSES	DATE
1	1241 Hawks Flight Court	11/12/2018 3:08 PM
2	1241 Hawks Flight Court	11/7/2018 9:58 AM
3	1241 Hawks Flight Court	10/25/2018 10:25 AM
4	155 Montgomery St, Suite 1400	9/12/2018 1:26 PM
5	Chicago (Headquarters) 35 East Wacker Drive Suite 1300 Chicago, IL 60601; San Francisco 44 Montgomery Street San Francisco, CA 94104	8/21/2018 12:49 PM
6	One Bush Street, Suite 200	8/21/2018 12:28 PM
7	405 Howard St #500	8/21/2018 11:27 AM
8	629 Fourth St., Suite A	8/21/2018 11:04 AM
9	1555 Camino Del Mar, St. 307	8/21/2018 10:31 AM
10	127 W 6th Street	8/21/2018 9:57 AM
11	16A Funston Avenue, The Presidio	8/21/2018 9:24 AM
12	207 king st	8/20/2018 4:45 PM
13	1814 Franklin Street	8/20/2018 3:15 PM
14	55 2nd Street	8/20/2018 3:08 PM
15	2450 Venture Oaks Way	8/20/2018 3:08 PM
16	626 Wilshire Blvd., Suite 900	8/20/2018 2:59 PM
17	201 California St, Suite 1500	8/20/2018 2:53 PM
18	One Sansome St, 32nd Floor	8/20/2018 2:44 PM
19	3240 Peralta Street # 3	8/20/2018 12:44 PM
20	235 Pine Street	8/20/2018 10:26 AM
21	7500 Old Georgetown Road	8/20/2018 10:24 AM
22	560 Mission St, Floor 7	8/20/2018 9:47 AM
23	525 Brannan St suite 400	8/20/2018 7:14 AM
24	Wells Fargo Center, 1700 Lincoln Street, Suite 30006 (we are in the process of relocating our LA Office)	8/20/2018 6:39 AM
25	177 East Colorado Blvd, 2nd Floor, Pasadena, CA	8/20/2018 4:57 AM
26	52 FOOTHILL RD	8/17/2018 4:20 PM
27	215 COMMERCIAL ST	8/17/2018 1:23 PM
28	2101 Webster Street, Suite 2000	8/17/2018 11:27 AM
29	117 Park Place	8/17/2018 11:02 AM
30	9240 Old Redwood Hwy Ste 200	8/17/2018 10:44 AM
31	145 Wikiup Drive, Santa Rosa	8/17/2018 9:40 AM
32	1414 Fourth Ave	8/17/2018 9:37 AM
33	400 S. Hope St	8/17/2018 9:02 AM
34	1050 Enterprise Way, Suite 250	8/17/2018 7:21 AM

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35	950 17th street	8/17/2018 7:13 AM
36	255 California Street	8/17/2018 6:43 AM
37	1004 Middlegate Road	8/17/2018 5:17 AM
38	AECOM, 300 California Street, Suite 600	8/17/2018 3:24 AM
39	2 Technology Drive Irvine CA 92618	8/16/2018 8:52 PM
40	525 Market Street, Suite #2850	8/16/2018 6:28 PM
41	639 Front Street 2nd Flr	8/16/2018 5:57 PM
42	2777 Cleveland Ave	8/16/2018 12:33 PM
43	One Bush Street, #200	8/16/2018 9:09 AM
44	5212 Old Redwood Hwy	8/16/2018 7:32 AM
45	5123 Kingston Way	8/15/2018 3:10 PM
46	1901 Harrison St., Suite 1430	8/15/2018 12:28 PM
47	4180 Douglas Blvd, Suite 200	8/14/2018 10:48 AM
48	14785 Preston Road, Suite 480	8/13/2018 2:03 PM
49	Box 3068,	8/9/2018 10:14 AM
50	1 Front Street	8/7/2018 1:24 PM
51	Po box 14474	8/6/2018 7:21 AM
52	520 Third Street, #250	8/3/2018 1:48 PM
53	1111 Broadway St, Suite 200	8/3/2018 1:09 PM
54	260 Townsend St	8/2/2018 2:10 PM
55	300 Frank Ogawa Plaza, Suite 510	8/2/2018 10:05 AM
56	50 Santa Rosa Avenue, Fifth Floor	8/1/2018 12:56 PM
57	301 Battery Street, Seventh Floor	8/1/2018 10:53 AM
58	717 College Ave, First Floor	8/1/2018 9:07 AM
59	415 Mission Street	8/1/2018 8:37 AM
60	2925 Richmond Avenue Suite 1200	8/1/2018 6:59 AM
61	431 Payran St.	8/1/2018 6:35 AM
62	1141 Marina Way South	8/1/2018 5:57 AM
63	244 California St. #210	7/31/2018 6:54 PM
64	226 Airport Parkway, Suite #150	7/31/2018 6:00 PM
65	410 12th Street	7/31/2018 4:55 PM
66	P.O. Box 939	7/31/2018 4:54 PM

Q6 City, state, zip code

Answered: 66 Skipped: 5

#	RESPONSES	DATE
1	El Dorado Hills, CA 95762	11/12/2018 3:08 PM
2	El Dorado Hills, CA 95762	11/7/2018 9:58 AM
3	El Dorado Hills, CA 95762	10/25/2018 10:25 AM
4	San Francisco, CA, 94104	9/12/2018 1:26 PM
5	Chicago, IL 60601	8/21/2018 12:49 PM
6	San Francisoc, Ca, 94104	8/21/2018 12:28 PM
7	San Francisco, CA 94105	8/21/2018 11:27 AM
8	Santa Rosa, CA 95404	8/21/2018 11:04 AM
9	Del Mar, CA 92014	8/21/2018 10:31 AM
10	Santa Rosa, CA 95401	8/21/2018 9:57 AM
11	San Francisco, CA 94129	8/21/2018 9:24 AM
12	San Francisco ca 94107	8/20/2018 4:45 PM
13	Oakland, CA 94612	8/20/2018 3:15 PM
14	San Francisco, CA 94105	8/20/2018 3:08 PM
15	Sacramento, CA. 95833	8/20/2018 3:08 PM
16	Los Angeles, CA 90017	8/20/2018 2:59 PM
17	San Francisco, CA 94111	8/20/2018 2:53 PM
18	San Francisco, CA 94104	8/20/2018 2:44 PM
19	Oakland, CA 94608	8/20/2018 12:44 PM
20	San Francisco, CA 94104	8/20/2018 10:26 AM
21	Bethesda, MD 20814	8/20/2018 10:24 AM
22	San Francisco, CA 94105	8/20/2018 9:47 AM
23	San Francisco	8/20/2018 7:14 AM
24	Denver, CO, 80203	8/20/2018 6:39 AM
25	Pasadena, CA 91001	8/20/2018 4:57 AM
26	san anselmo	8/17/2018 4:20 PM
27	94589	8/17/2018 1:23 PM
28	Oakland, CA 94612	8/17/2018 11:27 AM
29	Richmond, CA 94801	8/17/2018 11:02 AM
30	Windsor, CA, 95492	8/17/2018 10:44 AM
31	Santa Rosa, CA 95403	8/17/2018 9:40 AM
32	Seattle, WA 98101	8/17/2018 9:37 AM
33	Los Angeles, CA, 90071	8/17/2018 9:02 AM
34	Sunnyvale, CA 94089	8/17/2018 7:21 AM
35	Denver, CO 80202	8/17/2018 7:13 AM

Government Center Development: Informational Survey and Questionnaire

36	San Francisco, CA 9411	8/17/2018 6:43 AM
37	Mississauga, Ontario, L4Y 1M4	8/17/2018 5:17 AM
38	San Francisco, CA 94194	8/17/2018 3:24 AM
39	Irvine CA 92618	8/16/2018 8:52 PM
40	San Francisco, CA, 94105	8/16/2018 6:28 PM
41	San Francisco CA 94111	8/16/2018 5:57 PM
42	Santa Rosa Ca 95403	8/16/2018 12:33 PM
43	San Francisco, CA 94104	8/16/2018 9:09 AM
44	Santa Rosa CA 95403	8/16/2018 7:32 AM
45	San Jose, CA 95130	8/15/2018 3:10 PM
46	Oakland, CA 94612	8/15/2018 12:28 PM
47	Granite Bay, Ca 95746	8/14/2018 10:48 AM
48	Dallas, TX 75254	8/13/2018 2:03 PM
49	Santa Rosa, CA. 95402	8/9/2018 10:14 AM
50	San Francisco, CA 94111	8/7/2018 1:24 PM
51	Santa rosa,ca 95402	8/6/2018 7:21 AM
52	Santa Rosa, CA 95401	8/3/2018 1:48 PM
53	Oakland, CA 94607	8/3/2018 1:09 PM
54	San Francisco, CA 94107	8/2/2018 2:10 PM
55	Oakland, CA 94612	8/2/2018 10:05 AM
56	Santa Rosa, CA 95404	8/1/2018 12:56 PM
57	San Francisco, CA 94111	8/1/2018 10:53 AM
58	Santa Rosa, CA 95404	8/1/2018 9:07 AM
59	San Francisco, Ca. 94105	8/1/2018 8:37 AM
60	Houston, TX 77098	8/1/2018 6:59 AM
61	Petaluma, CA 94952	8/1/2018 6:35 AM
62	Richmond, CA 94804	8/1/2018 5:57 AM
63	San Francisco, ca 94111	7/31/2018 6:54 PM
64	95110-1024	7/31/2018 6:00 PM
65	Oakland CA 94607	7/31/2018 4:55 PM
66	Glen Ellen, CA 95442	7/31/2018 4:54 PM

Q7 Phone

Answered: 66 Skipped: 5

#	RESPONSES	DATE
1	916-939-8305	11/12/2018 3:08 PM
2	916-939-4000	11/7/2018 9:58 AM
3	916-939-8305	10/25/2018 10:25 AM
4	415 968 3494	9/12/2018 1:26 PM
5	312 658 0747 (Headquarters-Chicago); 415 971 1964 (San Francisco)	8/21/2018 12:49 PM
6	415.356.8534	8/21/2018 12:28 PM
7	410-246-0531; 415-398-3833	8/21/2018 11:27 AM
8	707-492-9960	8/21/2018 11:04 AM
9	858-947-5226	8/21/2018 10:31 AM
10	7074795373	8/21/2018 9:57 AM
11	415 923 8200	8/21/2018 9:24 AM
12	415 9781000	8/20/2018 4:45 PM
13	510-272-2910	8/20/2018 3:15 PM
14	415-531-8999	8/20/2018 3:08 PM
15	916-648-9700	8/20/2018 3:08 PM
16	(949) 524-8600 / (323) 559-8888	8/20/2018 2:59 PM
17	(415) 546-4200	8/20/2018 2:53 PM
18	415-393-5333	8/20/2018 2:44 PM
19	(916) 390-5032 Direct Line	8/20/2018 12:44 PM
20	(415)397-3117	8/20/2018 10:26 AM
21	(703) 622-0192	8/20/2018 10:24 AM
22	5102890929	8/20/2018 9:47 AM
23	415.974.5030	8/20/2018 7:14 AM
24	604-897-6933	8/20/2018 6:39 AM
25	216-577-3604	8/20/2018 4:57 AM
26	4157308985	8/17/2018 4:20 PM
27	7075563045	8/17/2018 1:23 PM
28	510-625-7462	8/17/2018 11:27 AM
29	510-236-7435	8/17/2018 11:02 AM
30	707-535-3200	8/17/2018 10:44 AM
31	707-540-1840	8/17/2018 9:40 AM
32	206 618 8864	8/17/2018 9:37 AM
33	619.508.2744	8/17/2018 9:02 AM
34	408-747-5000	8/17/2018 7:21 AM
35	303-513-2241	8/17/2018 7:13 AM

Government Center Development: Informational Survey and Questionnaire

36	415 216 2460	8/17/2018 6:43 AM
37	905. 803.7069	8/17/2018 5:17 AM
38	(916) 500-8898	8/17/2018 3:24 AM
39	9494978883	8/16/2018 8:52 PM
40	617-631-5386	8/16/2018 6:28 PM
41	4152470400	8/16/2018 5:57 PM
42	7075291722	8/16/2018 12:33 PM
43	415.356.8771	8/16/2018 9:09 AM
44	707-566-3980	8/16/2018 7:32 AM
45	4153095542	8/15/2018 3:10 PM
46	415-699-5888	8/15/2018 12:28 PM
47	9169784001	8/14/2018 10:48 AM
48	9727408845	8/13/2018 2:03 PM
49	707-575-5549	8/9/2018 10:14 AM
50	415 352 3805	8/7/2018 1:24 PM
51	707 7551417	8/6/2018 7:21 AM
52	707-525-5600	8/3/2018 1:48 PM
53	510-379-1691	8/3/2018 1:09 PM
54	415-745-0276	8/2/2018 2:10 PM
55	5102678237	8/2/2018 10:05 AM
56	707-978-3466	8/1/2018 12:56 PM
57	415-365-3412	8/1/2018 10:53 AM
58	7075421256	8/1/2018 9:07 AM
59	415 772 0196	8/1/2018 8:37 AM
60	4697677011	8/1/2018 6:59 AM
61	415-382-1188	8/1/2018 6:35 AM
62	510-234-4200	8/1/2018 5:57 AM
63	8184780569	7/31/2018 6:54 PM
64	4084766633	7/31/2018 6:00 PM
65	510-446-2244	7/31/2018 4:55 PM
66	707.935.1111	7/31/2018 4:54 PM

Government Center Development: Informational Survey and Questionnaire

Q8 Fax

Answered: 44 Skipped: 27

#	RESPONSES	DATE
1	916-939-4028	11/12/2018 3:08 PM
2	916-939-4028	11/7/2018 9:58 AM
3	916-939-4028	10/25/2018 10:25 AM
4	N/A	8/21/2018 12:49 PM
5	415.882.7763	8/21/2018 12:28 PM
6	N/A	8/21/2018 11:27 AM
7	na	8/21/2018 11:04 AM
8	858-724-3033	8/21/2018 10:31 AM
9	N/A	8/20/2018 3:08 PM
10	916-648-6534	8/20/2018 3:08 PM
11	(415) 546-4202	8/20/2018 2:53 PM
12	None	8/20/2018 2:44 PM
13	(415)397-1517	8/20/2018 10:26 AM
14	N/A	8/20/2018 10:24 AM
15	415.974.5033	8/20/2018 7:14 AM
16	604-638-3906	8/20/2018 6:39 AM
17	N/A	8/20/2018 4:57 AM
18	7075563045	8/17/2018 1:23 PM
19	510-625-7499	8/17/2018 11:27 AM
20	510-232-5325	8/17/2018 11:02 AM
21	None	8/17/2018 9:40 AM
22	Scan to email	8/17/2018 9:37 AM
23	408-747-5005	8/17/2018 7:21 AM
24	415 216 2451	8/17/2018 6:43 AM
25	905.896.8911	8/17/2018 5:17 AM
26	(415) 796-8200	8/17/2018 3:24 AM
27	9494968883	8/16/2018 8:52 PM
28	617-602-4468	8/16/2018 6:28 PM
29	4152470401	8/16/2018 5:57 PM
30	415.740.5720	8/16/2018 9:09 AM
31	n/a	8/16/2018 7:32 AM
32	-	8/15/2018 12:28 PM
33	9726920887	8/13/2018 2:03 PM
34	415 398 3214	8/7/2018 1:24 PM
35	Na	8/6/2018 7:21 AM

Government Center Development: Informational Survey and Questionnaire

36	n/a	8/3/2018 1:48 PM
37	x	8/3/2018 1:09 PM
38	734-780-8314	8/1/2018 10:53 AM
39	7079783090	8/1/2018 9:07 AM
40	415-883-3756	8/1/2018 6:35 AM
41	510-243 4221	8/1/2018 5:57 AM
42	4084521855	7/31/2018 6:00 PM
43	510-446-2242	7/31/2018 4:55 PM
44	N/A	7/31/2018 4:54 PM

Q9 Email address

Answered: 67 Skipped: 4

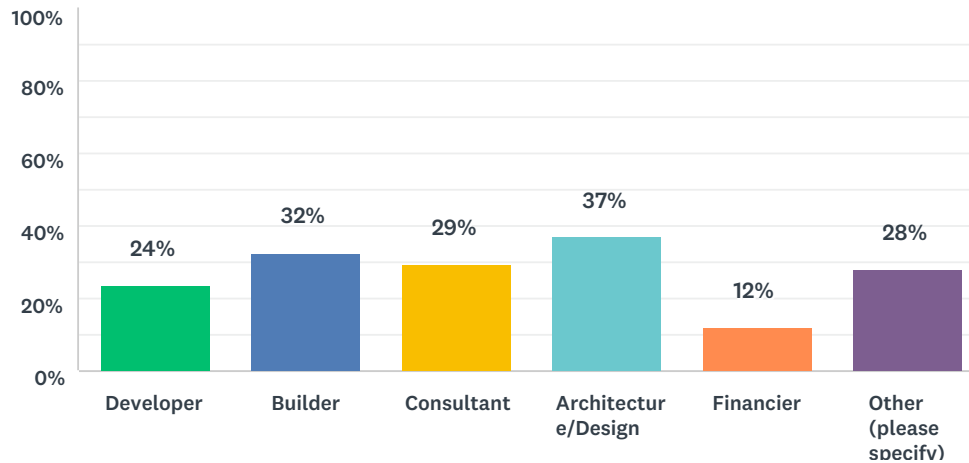
#	RESPONSES	DATE
1	robertf@roebbelen.com	11/12/2018 3:08 PM
2	robertf@roebbelen.com	11/7/2018 9:58 AM
3	robertf@roebbelen.com	10/25/2018 10:25 AM
4	philippe.rapin@mottmac.com	9/12/2018 1:26 PM
5	beane@claycorp.com; clarks@realcrg.com; mortons@batesforum.com	8/21/2018 12:49 PM
6	paul.woolford@hok.com	8/21/2018 12:28 PM
7	deborah.brown@wsp.com; james.qualk@wsp.com	8/21/2018 11:27 AM
8	nate@bisbeearchitecture.com	8/21/2018 11:04 AM
9	mseiber@kitchell.com	8/21/2018 10:31 AM
10	robin@8thwave.co	8/21/2018 9:57 AM
11	Steven.leeming@pfallimited.com	8/21/2018 9:24 AM
12	Shelleyd@webcor.com	8/20/2018 4:45 PM
13	jagraz@ktgy.com	8/20/2018 3:15 PM
14	dfeitelberg@kpmg.com	8/20/2018 3:08 PM
15	rfox@kitchell.com	8/20/2018 3:08 PM
16	bgorman@caprockventure.com / rhorn@caprockpacific.com	8/20/2018 2:59 PM
17	Michael.Orr@hdrinc.com	8/20/2018 2:53 PM
18	stew.cedarleaf@fivepoint.com	8/20/2018 2:44 PM
19	louise@calichi.com	8/20/2018 12:44 PM
20	Marsanjani@polytecha.com	8/20/2018 10:26 AM
21	geoffrey.stricker@edgemoordevelopment.com	8/20/2018 10:24 AM
22	orion.fulton@arup.com	8/20/2018 9:47 AM
23	amarks@haarchs.com	8/20/2018 7:14 AM
24	mike.marasco@plenarygroup.com	8/20/2018 6:39 AM
25	gwhite@atwaterinfrastructure.com	8/20/2018 4:57 AM
26	info@structuralintegrity.biz	8/17/2018 4:20 PM
27	masterbuilderful@gmail.com	8/17/2018 1:23 PM
28	harriet_tzou@gensler.com	8/17/2018 11:27 AM
29	christina.zirker@intres.com	8/17/2018 11:02 AM
30	brandon.cho@oakmontsl.com	8/17/2018 10:44 AM
31	Jose@consultgm.com	8/17/2018 9:40 AM
32	johnfinke@publicfacilitiesgroup	8/17/2018 9:37 AM
33	alberto.vela@cbre.com	8/17/2018 9:02 AM
34	jlonergan@level10gc.com	8/17/2018 7:21 AM
35	thomas.seybold@usbank.com	8/17/2018 7:13 AM

Government Center Development: Informational Survey and Questionnaire

36	chris.pemberton@scb.com	8/17/2018 6:43 AM
37	cashbee@ellisdon.com	8/17/2018 5:17 AM
38	Alberto.perez2@aecom.com	8/17/2018 3:24 AM
39	rtorriero@griffinholdings.net	8/16/2018 8:52 PM
40	acanniff@suffolk.com	8/16/2018 6:28 PM
41	vkelly@rimarchitects.com	8/16/2018 5:57 PM
42	nabbott@northbayprop.com	8/16/2018 12:33 PM
43	zorana.bosnic@hok.com	8/16/2018 9:09 AM
44	bmoreiko@comcast.net	8/16/2018 7:32 AM
45	michael.palmieri@p3point.com	8/15/2018 3:10 PM
46	achamorro@lowe-re.com	8/15/2018 12:28 PM
47	stevel@cartwrightengineers.com	8/14/2018 10:48 AM
48	ray.g@garfieldpublicprivate.com	8/13/2018 2:03 PM
49	dewittplanner@yahoo.com	8/9/2018 10:14 AM
50	Dnethercott@awolff.com	8/8/2018 8:21 PM
51	steven.sobel@som.com	8/7/2018 1:24 PM
52	www.vet-connect.us	8/6/2018 7:21 AM
53	don.tomasi@tlcd.com	8/3/2018 1:48 PM
54	mstrong@pankow.com	8/3/2018 1:09 PM
55	gmoriarty@swinerton.com	8/2/2018 2:10 PM
56	tkeyser@tcco.com	8/2/2018 10:05 AM
57	gsyphers@sonomacleanpower.org	8/1/2018 12:56 PM
58	daniel.carfora-hale@smithgroup.com	8/1/2018 10:53 AM
59	sue@goransoncpa.com	8/1/2018 9:07 AM
60	pbrandon@trammellcrow.com	8/1/2018 8:37 AM
61	craig.bowser@bpdzenith.com	8/1/2018 6:59 AM
62	dartz@arntzbuilder.com	8/1/2018 6:35 AM
63	bids@altenconstruction.com	8/1/2018 5:57 AM
64	erickson@fentressarchitects.com	7/31/2018 6:54 PM
65	dvalentine@henselphelps.com	7/31/2018 6:00 PM
66	tj@ktarch.com	7/31/2018 4:55 PM
67	gregguerrazzi@vom.com	7/31/2018 4:54 PM

Q10 Description of firm or organization (Check all that apply)

Answered: 68 Skipped: 3



ANSWER CHOICES	RESPONSES	
Developer	24%	16
Builder	32%	22
Consultant	29%	20
Architecture/Design	37%	25
Financier	12%	8
Other (please specify)	28%	19
Total Respondents: 68		

#	OTHER (PLEASE SPECIFY)	DATE
1	Construction Manager	11/7/2018 9:58 AM
2	Clayco, Inc. (a large Design-Build firm), which includes CRG (our real estate development arm), BatesForum (our Planning/Design firm), and a number of other subsidiary entities. Clayco is a full-service, turnkey real estate, architecture, engineering, design-build and construction firm that delivers clients around the world the highest quality solutions on time, on budget and above and beyond expectations. Clayco delivers integrated solutions that are driven by our client's vision and implemented through a unified design-build team approach. With over \$2.0 billion in revenue for 2017 and more than 2,000 employees across the country, Clayco specializes in the "art and science of building," providing fast-track, efficient solutions globally for commercial, institutional, industrial and residential building projects.	8/21/2018 12:49 PM

Government Center Development: Informational Survey and Questionnaire

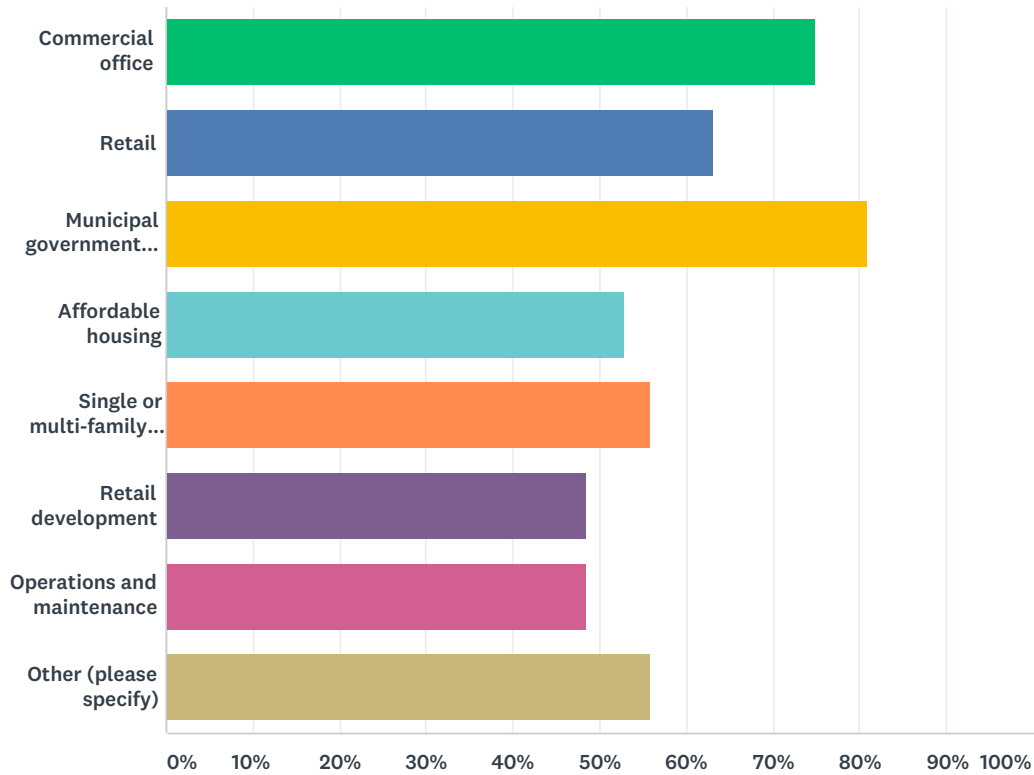
3	<p>Project Finance Advisory, Ltd. (“PFAL”) is a San Francisco-headquartered financial and commercial advisor specializing in alternative project delivery strategies for critical public infrastructure like the County of Sonoma (“the County”) and the City of Santa Rosa (“the City”) Government Center Development Project (“the Project”). PFAL is owned and capitalized by the Dar Group, a global professional services firm based in London. Dar Group recently celebrated its 60th anniversary. It has a workforce of over 18,000 people spread across the USA, Europe, the Middle East, Africa and Asia with revenue in excess of \$2 billion annually. PFAL was started by the Dar Group in London in 2011 and we opened our San Francisco office in March 2013. PFAL is a growing firm with 8 staff members based in our San Francisco office. Our mission is to provide independent advice and assistance to public agencies to help them establish viable business cases, efficiently structure and competitively deliver complex infrastructure projects using innovative delivery strategies such as concession-based public private partnerships (“P3s”). Our team’s core competencies include strategizing best practice competitive P3 procurement processes, collaborating with legal counsel and technical experts to produce clear and fair RFQs and RFPs, evaluating responses to request for information, unsolicited bids, RFQs and RFPs, presenting complex information to elected officials and the general public, and negotiating terms with private sector parties . We are also skilled at collaborating with existing municipal advisors to create evidence based solutions to best leverage County / City debt capacity, optimize the Project risk profile and minimize the long term financial and fiscal effects of the Project. Our team members have directly relevant experience performing this work as government officials, as advisors to governments, as fairness advisors overseeing procurements, as loan officers at major financial institutions, and as financial advisors to private sector clients. We are a team of senior-level experts who specialize in P3s. PFAL is driven to assist in the delivery of high-quality infrastructure using alternative delivery methods, and as individuals, we have the technical expertise and experience that demonstrates that we know how to do exactly that. PFAL team members have successfully structured and executed a combined \$200 billion in infrastructure projects in the US and around the world using alternative delivery and concession-based P3s . We are experienced with P3 projects in California including; Presidio Parkway P3, Transbay Terminal, SR 37, Santa Clara and Napa Valley Transportation Authority bus maintenance facility, LA Sanitation. The projects on which members of our teams have worked have successfully reached financial close and are either under construction or in operation. Because we perform work for both public and private sector clients, we have a unique sense of the needs and challenges faced by the public sector in entering in to long-term agreements with private partners, and we also understand how best to position the County / City to maximize your benefits and protect your interests over the long term. We adopt a pragmatic and flexible approach and can tailor our services to meet your needs and budget. PFAL is a registered municipal financial advisor with the MSRB and the SEC.</p>	8/21/2018 9:24 AM
4	<p>KPMG LLP (KPMG) is a U.S. limited liability partnership and member of the KPMG network of independent member firms (KPMG Network) affiliated with KPMG International, a Swiss cooperative providing Audit, Tax and Advisory services. The KPMG Network includes more than 152,000 professionals in 156 countries. In the United States, KPMG’s Government practice serves more than 2,300 clients nationwide. This survey has been completed by Infrastructure Advisory team of KPMG LLP. KPMG Infrastructure Advisory is a market-leading strategic and financial advisor with substantial and highly relevant real estate, development and public-private partnership qualifications and experience. Our core competencies as a firm are focused on providing objective and market-tested strategic, financial and commercial advisory services to public sector and government clients in the U.S. Please note that any future professional services from KPMG to the County or City are subject to completion of our normal client and engagement acceptance procedures and agreement of mutually acceptable terms and conditions.</p>	8/20/2018 3:08 PM
5	Engineering	8/20/2018 2:53 PM
6	Civil Engineers	8/20/2018 12:44 PM
7	Owner/Finance Obligor in P3 structure	8/17/2018 9:37 AM
8	Real Estate Advisory	8/17/2018 9:02 AM
9	with urban planning	8/17/2018 6:43 AM
10	Engineering, Program/project/construction management	8/17/2018 3:24 AM
11	Real Estate Investor/Broker	8/16/2018 12:33 PM
12	Real Estate Broker	8/16/2018 7:32 AM
13	Civil Engineering	8/14/2018 10:48 AM

Government Center Development: Informational Survey and Questionnaire

14	Community & City Planning	8/9/2018 10:14 AM
15	Full integrated developer	8/8/2018 8:21 PM
16	Veteran Advocates	8/6/2018 7:21 AM
17	Provider of electricity, customer programs, efficiency incentives, etc.	8/1/2018 12:56 PM
18	Public Accounting Firm	8/1/2018 9:07 AM
19	Development Management Services	8/1/2018 8:37 AM

Q11 Please select the sector(s) with which your firm or organization has worked. (Check all that apply)

Answered: 68 Skipped: 3



ANSWER CHOICES	RESPONSES
Commercial office	75.00% 51
Retail	63.24% 43
Municipal government offices/facilities	80.88% 55
Affordable housing	52.94% 36
Single or multi-family market rate	55.88% 38
Retail development	48.53% 33
Operations and maintenance	48.53% 33
Other (please specify)	55.88% 38
Total Respondents: 68	

#	OTHER (PLEASE SPECIFY)	DATE
1	Senior Housing	11/12/2018 3:08 PM
2	Educational, Correctional, Federal, Public Works	11/7/2018 9:58 AM
3	Senior Housing	10/25/2018 10:25 AM
4	Mott MacDonald has advised a number of public entities globally on these type of P3 transactions.	9/12/2018 1:26 PM

Government Center Development: Informational Survey and Questionnaire

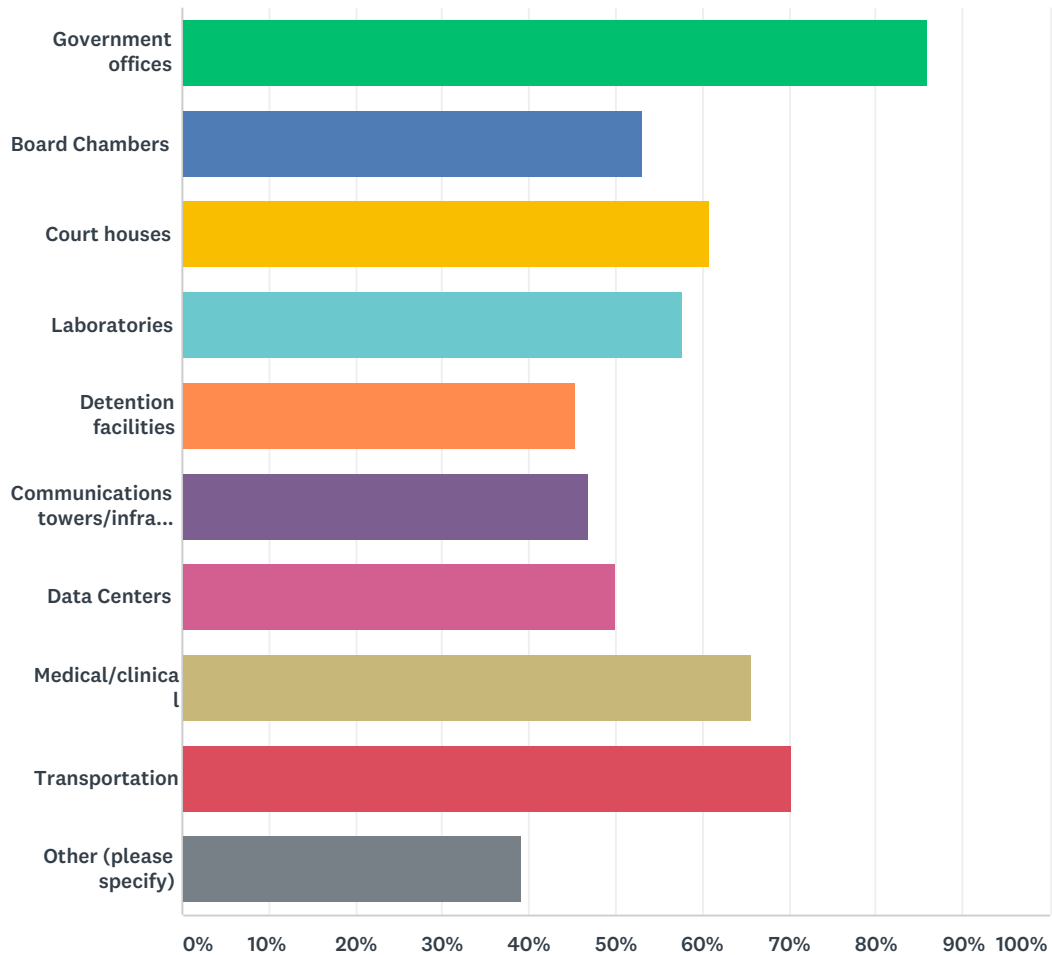
5	Industrial	8/21/2018 12:49 PM
6	Health Care; Science + Technology; Higher Education; Sports, Recreation + Entertainment; Justice; Aviation + Transportation, Commercial	8/21/2018 12:28 PM
7	Transportation & Infrastructure, Water & Environment, Energy, Education, Healthcare, Hospitality, Mission Critical, Sustainability / Resiliency	8/21/2018 11:27 AM
8	mixed use, senior housing, student housing	8/20/2018 3:15 PM
9	Note: KPMG is dedicated to serving the needs of public sector clients. The County and City will benefit from access to KPMG professionals that have worked with other state and regional agencies and understand your business. Our U.S.-based practice has professionals with backgrounds encompassing government and private sector experience, asset management, business transformation, capital markets, municipal bond insurance/credit analysis, IT transformation, real estate development, project finance, legal, public policy and engineering. This diversity of backgrounds means that KPMG can provide meaningful analysis and insight on the full spectrum of strategic goals that the County and City are seeking to achieve. KPMG's credibility as a complex infrastructure project advisor is unparalleled. We understand the market and what it takes to get a project done while protecting our clients' interests. Our strong track record is a result of the depth and breadth of our experience and our ability to build strong relationships with our clients by continually helping them achieve their objectives through all phases of project development and implementation.	8/20/2018 3:08 PM
10	Education, Science & Technology; Healthcare; Transportation Facilities & Infrastructure; Utilities; Sports and Recreation	8/20/2018 2:53 PM
11	Medical	8/20/2018 10:26 AM
12	Healthcare, Higher Education, Mixed-Use, Civic/Justice, K-12, Science & Technology, Office, Infrastructure/Roadway, Aviation	8/20/2018 10:24 AM
13	urban infrastructure, transportation planning/parking, net zero energy	8/20/2018 9:47 AM
14	schools, colleges, universities, airports	8/20/2018 7:14 AM
15	Parking Development and Planning	8/20/2018 4:57 AM
16	Maintenance	8/17/2018 1:23 PM
17	Educational facilities	8/17/2018 11:02 AM
18	Organizational Development & Training	8/17/2018 9:40 AM
19	All aspects of real estate, architectural, program and construction management	8/17/2018 9:02 AM
20	education, healthcare, hospitality	8/17/2018 7:21 AM
21	EllisDon is a world-leading construction and building services company that completes in excess of \$3.5 billion worth of contracts annually, in every market sector and across the globe. Over the last 65 years, we've grown from being a general contractor to a multi-faceted company that can deliver any aspect of a project. We have reached financial close on 42 P3 projects to date across a range of sectors. Sectors we work in in addition to those listed above include: Airports, culture & recreation, data centres & mission critical, education, energy, healthcare, highways & bridges, transit and judicial & correctional.	8/17/2018 5:17 AM
22	Federal government office buildings, public gathering venues, high-security administrative facilities such as the Pentagon and local & state courthouses	8/17/2018 3:24 AM
23	Hospitals, Hotels, Airports	8/16/2018 6:28 PM
24	Farms and Vineyard sales	8/16/2018 7:32 AM
25	P3s: airports, rail, power, water, district energy, parking, etc.	8/15/2018 3:10 PM
26	Rehabilitation of Existing structures	8/15/2018 12:28 PM
27	Community planning for Specific Area plans	8/9/2018 10:14 AM
28	Urban Planning, Interiors, Graphics	8/7/2018 1:24 PM
29	Veteran outreach	8/6/2018 7:21 AM
30	Aviation, Healthcare	8/2/2018 10:05 AM

Government Center Development: Informational Survey and Questionnaire

31	Manufacturing, cannabis, transportation, etc.	8/1/2018 12:56 PM
32	Healthcare facilities, educational facilities, research facilities, urban and civic sites	8/1/2018 10:53 AM
33	Nonprofits	8/1/2018 9:07 AM
34	Industrial, Mixed-Use, TOD	8/1/2018 8:37 AM
35	Commercial Public Projects	8/1/2018 5:57 AM
36	Courthouses, County Administration Building	7/31/2018 6:54 PM
37	Parking Structures	7/31/2018 4:55 PM
38	Telecommunications Infrastructure	7/31/2018 4:54 PM

Q12 If your firm or organization has experience with municipal government, with what types of facilities have you worked? (Check all that apply)

Answered: 64 Skipped: 7



ANSWER CHOICES	RESPONSES	
Government offices	85.94%	55
Board Chambers	53.13%	34
Court houses	60.94%	39
Laboratories	57.81%	37
Detention facilities	45.31%	29
Communications towers/infrastructure	46.88%	30
Data Centers	50.00%	32
Medical/clinical	65.63%	42
Transportation	70.31%	45
Other (please specify)	39.06%	25

Government Center Development: Informational Survey and Questionnaire

Total Respondents: 64

#	OTHER (PLEASE SPECIFY)	DATE
1	For the last 7 years, Mott MacDonald has been the #1 advisor on P3s (Infrastructure Journal). We've worked across all sectors.	9/12/2018 1:26 PM
2	Our firm has also done work for private offices, boardrooms, labs, data centers, medical/clinical facilities, and transportation related infrastructure. Several individuals in the firm also have experience with strategic planning studies for government facilities, including justice-related facilities. Note: Several members of the firm's leadership have experience with municipal and county governments based on roles at previous firms.	8/21/2018 12:49 PM
3	None on a development basis; however, Kitchell CEM (our sister company) has worked on most of the above.	8/21/2018 10:31 AM
4	Although our firm's architectural focus is on Residential, Retail and Mixed Use, our firm and key Team members with our Planning Studio have a variety of experience in Town Center Master Planning involving and incorporating the planning and implementation of Municipal Governmental Facilities. KTGy staff have also served and currently serve in a variety of Leadership Positions garnering experience in the above identified fields, including Hospital Boards and Past Elected Officials. This provides an understand of the needs from both the private sector and public sector perspective. Examples of our work include Master Planning and Design Advisor Services to the City of Anaheim for their LEED Platinum Certified Transportation Center ARTIC, Master Planning and processing for St Jude Hospital, Fullerton and Queen of the Valley Hospital , West Covina. Master Plans incorporating Municipal Governmental Services include La Entrada in the Coachella Valley and Yokohl Ranch, Tulare County.	8/20/2018 3:15 PM
5	Note: With this experience in mind, we are interested in advising the County and City in the Government Center Developments. We would be pleased to assist the City and County with the strategic, commercial and financial planning that's required to plan, procure and deliver the City and County's transformational project. As examples, we are prepared to conduct an analysis of the underlying real estate available for development, as well as support the creation of a business case and financial feasibility study for the project's procurement and overall development. Our analysis would represent a thoughtful evaluation of the project including consideration of project timeline, risk transfer, and funding/financing. The outcome of the analysis should help the County and City finalize a well-scoped, market-ready project. We have included below short descriptions of a few relevant projects: → City of Long Beach Courthouse: KPMG was the co-financial advisor to the Meridian consortium for the design, build, finance, operations and maintenance of a new court building in Long Beach, California. The term of the P3 is for 35 years. The completed building will be a 545,000 square feet multi-story facility that will accommodate 31 civil and criminal courtrooms, 800 workers and 3,500 to 4,500 daily. KPMG provided multiple services to the City of Long Beach including financial modeling, procurement assistance, and transaction negotiation. The Long Beach Courthouse Building transaction is an example of KPMG advising on an innovative P3 deal through to financial close, and thus far serves as the only completed social infrastructure project in the U.S. delivered on a performance basis. The contract is a design-build-finance-operate-maintain ("DBFOM") deal and it represents the first U.S. social infrastructure P3 to involve an availability payment mechanism. → University of California, Merced – Merced 2020 Project. The UC Merced 2020 Project (the 2020 Project) represents the current strategic growth initiative for the newest campus of the University of California system. Launched in 2013, the 2020 Project includes a strategic academic focusing initiative, organizational development and workforce planning to foster opportunities for efficiency and staff career development as the campus grows, and a major capital investment to expand the existing campus through the addition of 1.2 million gross square feet of academic, administrative, research, recreational, student resident, and student service buildings. Prior to joining KPMG, Daniel Feitelberg, KPMG's engagement partner, served as Vice Chancellor of Planning and Budget from the launch of the project until approximately six months after reaching commercial and financial close on the largest social infrastructure public-private partnership undertaken in the United States. Serving on the Chancellor's executive cabinet and within the Senior Management Group for the UC Board of Regents, he led the Merced development project and worked closely with the senior executive team to further develop the campus organizational structure, financial management capabilities, and to consider options to design, construction, finance, operate and maintain campus infrastructure and facilities. KPMG also advised the campus through a P3 project screening assessment. During project development, KPMG also helped the UC Office of the President through an objective review of the methodologies used to assess the development approach. → City of Indianapolis Consolidated Justice Facility P3 Project: KPMG is currently providing technical	8/20/2018 3:08 PM

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advisory and financial planning services to the City of Indianapolis. The Project will include at least six new interconnected buildings critical to the city and county's criminal justice system. The private sector will be responsible for the design-bid-build-finance-maintain (DBFOM) of the facility. The scope includes an adult detention center, community corrections facility, courthouse, sheriff's department, and parking facilities. The City engaged KPMG to act as its financial and commercial advisor to support the procurement of the Consolidated Justice Facility. KPMG also acted as the City's operational advisor to establish the affordability and transition plan that governed stakeholder commitments to deliver identified savings and revenue sources totaling more than \$3.5 billion over 38 years, allowing for an "expenditure neutral" P3 facility. → Treasure Island, Reuse and Development - City and County of San Francisco: KPMG provided valuation and financial advisory services to the Mayor's Office of Base Reuse and Development for the City and County of San Francisco, on behalf of KSWM Treasure Island, LLC. We evaluated the fee interest in a proposed transit-oriented sustainable development known as the Former Naval Station Treasure Island, which is to include 6,000 new residential homes, mixed-use space for retail and commercial ventures, and over 300 acres of public parks and open space. The residential plan includes a diversity of homes from single-family townhomes to mid-rise and high-rise towers. We provided a sensitivity analysis addressing 1) Timing and Source of Revenues; 2) Inflation Assumptions; 3) Discount Rates; and 4) Infrastructure Costs. → Great Hall Redevelopment – Denver International Airport: Denver International Airport is entering into a P3 contract with a developer which includes development of a quality concessions program and concessions space, leveraging Denver's unique brand while attracting leading national and international brands and integration of the Great Hall with the newly constructed hotel and soon-to-be-completed Hotel and Transit Center (HTC) attached to the Terminal building. KPMG is assisting DEN in evaluating commercial and financial options and considerations related to the transaction and the project, including: commercial structuring, revenue sharing terms between the Developer and DEN, optimizing the procurement and project to meet the planned schedule, assessing DEN's ongoing financial obligations and the impact to current debt coverage; and the impact of the deal to DEN's airline rates and charges. KPMG is also assisting with analysis and screening of project delivery methods, review of commercial structuring options, financial analysis, development of a shadow financial model, development of briefing material and decision support material, development of procurement documentation, and development of evaluation criteria and processes. → Terminal Development Initiative (TDI) – Amtrak: KPMG was engaged to analyze Amtrak's five largest stations and the ancillary properties surrounding them for development opportunities to maximize the value of Amtrak's assets through dispositions, development, redevelopment, repositioning, joint ventures, and other strategic investment structures. KPMG collected market data and conducted valuation assessments of existing and proposed development and/or redevelopment opportunities within station concourses and surrounding parcels through comprehensive market research, interviews, and a highest and best use analysis. → Riverside County – Criminal Justice Transformation: The County of Riverside faced unsustainable budget pressures from ever growing expenditures on its public safety agencies. Riverside County is the 4th largest of California's 58 counties in both population (approximately 2.4 million) and land mass, serving areas of more than 7,200 square miles. The Riverside County Sheriff's Department is the second largest in California, with over 4,500 employees, managing five correctional facilities, Coroner-Public Administrator duties, and providing court services. KPMG was engaged to conduct a financial, organizational, and operational performance review of the Riverside County criminal justice system to assist the Board of Supervisors in developing its budgetary priorities and allocations. Within Phase I of our work, KPMG delivered a report detailing the services provided by the District Attorney, Public Defender, Probation, and Sheriff; identifying immediate savings and efficiency opportunities by department and across the County as a whole. 51 recommendations were presented and adopted by the County Board of Supervisors and the KPMG team has been subsequently engaged in Phase II to help implement these recommendations, with expected potential savings of over \$200M with fully-implemented recommendations.

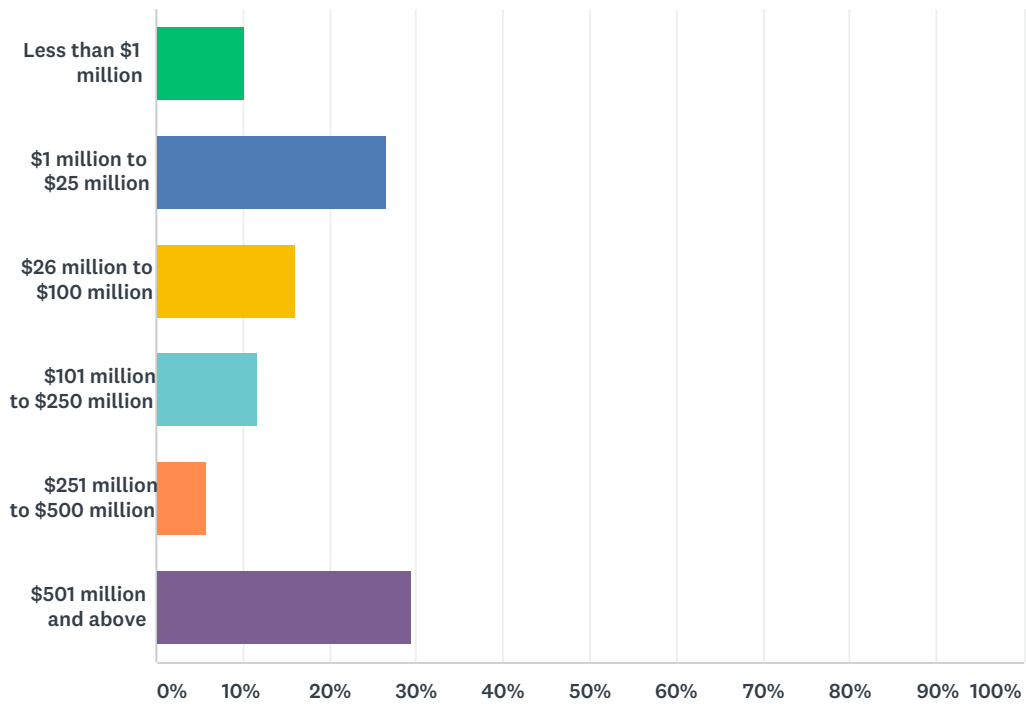
6	Law enforcement/police headquarters; Community/recreation centers; Parks/public open space	8/20/2018 2:53 PM
7	Police, fire, schools, parks and open space	8/20/2018 2:44 PM
8	parking, parks/open space, EOCs, TOD, organizational change	8/20/2018 9:47 AM
9	Airports	8/17/2018 9:02 AM
10	fire stations	8/17/2018 7:21 AM
11	We have worked closely with municipal and other levels of government to delivery facilities of the types mentioned above as well as facilities in the area of education, culture & recreation, laboratories and large civil projects.	8/17/2018 5:17 AM
12	Public safety complexes, schools, emergency response facilities, airports, parks	8/17/2018 3:24 AM

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13	Public safety facilities, parks systems, community centers, libraries, corporate yards, city halls, county administrative campuses, multi modal parking structures recreational centers, sports Facilities	8/16/2018 8:52 PM
14	Training	8/16/2018 5:57 PM
15	Sale and Leasing of municipal owned real estate	8/16/2018 12:33 PM
16	P3s: airports, rail, power, water, district energy, parking, etc.	8/15/2018 3:10 PM
17	Community Centers, Essential Facilities, County and City Facilities	8/15/2018 12:28 PM
18	Facility Master Plans	8/14/2018 10:48 AM
19	Hotel and Convention Centers; Airports; Performing Arts Centers; Arenas; etc.	8/13/2018 2:03 PM
20	Master planning,	8/7/2018 1:24 PM
21	Renewable Energy	8/2/2018 2:10 PM
22	Service yards, libraries, city halls, etc.	8/1/2018 12:56 PM
23	teaching and learning environments, public spaces, outdoor spaces	8/1/2018 10:53 AM
24	Waste Treatment/Fire Stations/Public Safety Buildings	8/1/2018 5:57 AM
25	Parking Structures	7/31/2018 4:55 PM

Q13 What are your firm's average gross annual receipts over the last 5 years?

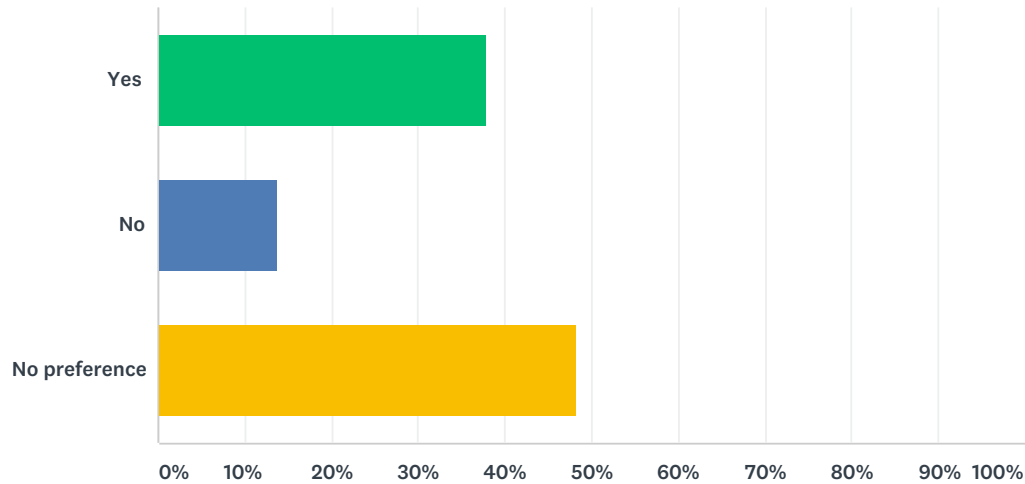
Answered: 68 Skipped: 3



ANSWER CHOICES	RESPONSES
Less than \$1 million	10.29% 7
\$1 million to \$25 million	26.47% 18
\$26 million to \$100 million	16.18% 11
\$101 million to \$250 million	11.76% 8
\$251 million to \$500 million	5.88% 4
\$501 million and above	29.41% 20
TOTAL	68

Q14 Would you prefer a bid bundle approach?

Answered: 58 Skipped: 13



ANSWER CHOICES	RESPONSES	
Yes	37.93%	22
No	13.79%	8
No preference	48.28%	28
TOTAL		58

#	PLEASE EXPLAIN YOUR PREFERENCE.	DATE
1	Keep deals as clean as possible. Allows risk profile to be cleaner and stay with those your have risk models associated with appropriate bundles.	11/12/2018 3:32 PM
2	From our experience, bundling is often driven by the need to generate a sufficient project size (Capex, complexity, etc) to capture the efficiencies of a P3. This rationale has been consistent with our experience with the 558 bridges bundling project and multiple location CNG fueling facility P3 project in Pennsylvania, and the bundling of rural roads in 13 counties in southern Texas. We also have experience with 150 bundled schools in Belgium, health center and social housing in the UK, public facilities and prisons in France, and other similar projects around the world.	9/12/2018 1:26 PM
3	There are advantages to both: definitely the larger the project, the more likely it is that firms are going to express an interest (within limits imposed by their capacity to deliver and particularly for construction, their capacity to get bonding). The economics of a joint development may be better; there is less market risk from any one sector. Also, it becomes easier to advocate for things like shared parking and amenities. There may be an advantage in combining public and private development when it comes to financing the project; public sector alone may be harder to finance. However, the complexity of the project increases the bigger it is and the more uses are involved. Not every firm would be large enough to take on the project alone if it were completely bundled together. Multiple firms might be able to team up to take on the challenge but that could potentially increase the risk and complexity of the project from a management standpoint. Even assembling the team and jointly proposing for such a project can be a huge endeavor. When considering this approach, you should consider mixing public and private components if possible to help with financing. You may also want to consider bundling by location and/or building type.	8/21/2018 12:53 PM
4	Our breadth of services would allow us to work with several different developers in our key market areas. The bundling will not have significant impact on our office.	8/21/2018 12:51 PM

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5	<p>WSP USA is a full service professional services firm in the design and engineering industry. We provide advisory services (from financial feasibility to procurement to contract management) to government project owners. We also play a role on developer teams as a designer and engineer. From the perspective of an advisor, a bid bundle approach offers many benefits including cost and time savings, and design consistency, although it may not be appropriate for every project depending on the project owner's project and procurement goals. A bid bundle approach will likely require potential developers with the capability to manage a more complex scope of work, as well as significant financial resources and well-understood approach to working with subcontractors. Attracting developers with the skillset needed to meet the demands of a bid bundle approach may preclude smaller firms from participating in the project. An owner may address this by imposing requirements on developers to utilize small, local or disadvantaged businesses, which ensures that potential smaller firms that are active in the County of Sonoma are able to participate. The results of a market sounding exercise (such as this informational survey and questionnaire) supplements the owner's assessment of financial feasibility and potential delivery options. If the project is financially viable, attracts a sufficient number of developers to promote a competitive procurement process, and utilizes a delivery method that meets the project owner's needs, then a bid bundle may be the optimal approach.</p>	8/21/2018 11:29 AM
6	<p>Since we would only pursue retail or multifamily offerings, we would prefer individual property offerings.</p>	8/21/2018 10:43 AM
7	<p>14. Bundle approach is preferred. In principle, we expect that a bundled approach to delivering the Project can be expected to deliver a best value solution for the County and the City for the government facility components of the Project. A bundled approach is likely to: a. Improve operational efficiencies and enhanced customer services if your organizations are co-located or have joint use facilities b. Achieve economies of scale and innovation in the design and construction and long-term operation of the Project. c. Achieve a quality asset that performs well, at long-term fixed cost thus meeting many of the County and City goals and guiding principles (if the Project includes long-term maintenance and lifecycle renewal). d. Deliver the facilities in the shortest possible timeframe (faster than a single facility by single facility approach). Key success factors are further articulated in the answer to question 16.</p>	8/21/2018 9:30 AM
8	<p>Comprehensive packages allow all parties to give the owner a better cost benefit analysis</p>	8/20/2018 4:50 PM
9	<p>We feel it provides select expertise for each building type.</p>	8/20/2018 3:15 PM
10	<p>At this stage of the process, it is not appropriate to prescribe a particular bundling strategy, but given our experience with development projects across the country (and in particular as part of the Merced 2020 Project), we would look to work with the City and County to prepare a thoughtful evaluation. We have assisted a number of public agencies in the development of an approach and business case for procurement of complex, multi-use developments; our approach addresses the merits, risks, and benefits for various procurement methods. The business case document can address the detailed information and support for the procurement approach and identify where bundling does or does not provide value to the agencies.</p>	8/20/2018 3:09 PM
11	<p>We believe that a master developer model will result in the best overall project execution. The Sonoma County site in particular needs to be developed into a cohesive place to be successful, simply parceling off the site to different developers is more likely to fail. Additionally, a master planned approach will maximize synergies between the city and county, allowing office and admin space to be densely and efficiently developed.</p>	8/20/2018 2:55 PM
12	<p>We have seen both approaches and have success in each. There are competitive advantages with smaller, more specific project-type packages that allow greater competition. Although the procurement management falls more onto the client side and will need to be accounted for.</p>	8/20/2018 2:53 PM
13	<p>This is a good approach because it helps capture cost and delivery efficiencies by expertise. However, its early to determine what the criteria are for bundling.</p>	8/20/2018 1:47 PM

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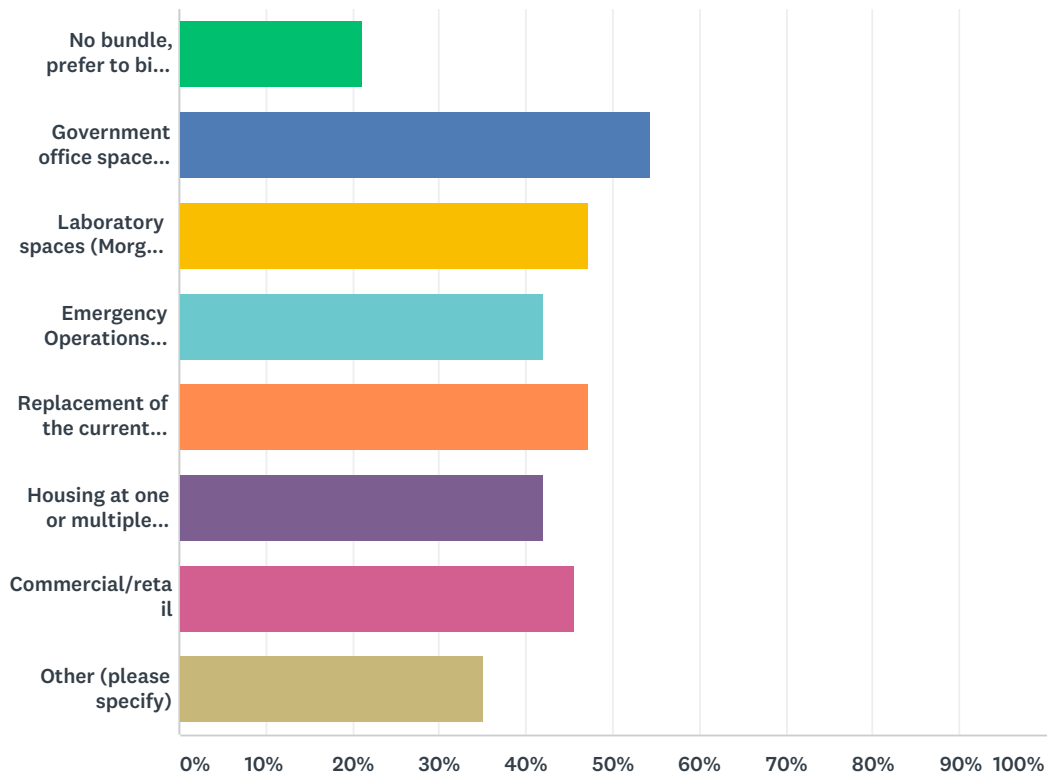
14	We believe that packaging the projects into two separate bid bundles, as outlined below, will provide the best value for Sonoma County and the City of Santa Rosa. Bid Bundle Options: • Bid Bundle 1: All public buildings and infrastructure • Bid Bundle 2: All private development (housing, commercial, retail) In our opinion, the County/City will receive the best value by separating the public and private project components. This is because the risk profiles and developers in the infrastructure and real estate industry are generally different. Therefore, the most value will be created by allowing specialists to pursue the development that is most suited for their particular company. However, should the County/City choose to bundle all the projects together, Edgemoor would still be very interested in submitting a response. This approach is similar to the Long Beach Civic Center project, of which we are a co-developer. Please see our response to question #16 for additional information.	8/20/2018 10:27 AM
15	Bundles typically proved better value-for-money because of the economies of scale and opportunity to for more innovation	8/20/2018 6:42 AM
16	Everything has its perimeters, prerequisites, dynamics, I would prefer to see what you have.	8/17/2018 1:28 PM
17	Pros: With so many goals and variables, along with various government entities involved, a bid bundle would clarify projects and narrow the scope for portions of development to more easily successful reach public-private partnership. If done well, bundles can efficiently package the City/County goals that have similar factors to lead to a successful project. Cons: While a bid bundle could help narrow down the scope of the development proposals, there is also the risk of losing out on more efficient uses of the land, or missing out on opportunities due to the structure of each bid bundle. It is possible that a bid bundle, in trying to accomplish as many goals as possible and portion out the land in a measured approach, will create scenarios where areas of the project are not economically feasible. For example, while shared parking between a multi-family development is efficient, it can affect the desirability of the housing units and thus occupancy/pricing.	8/17/2018 10:55 AM
18	To facilitate government efficiency and project savings, bid bundles should be structured around development timing.	8/17/2018 10:07 AM
19	The RFP process while valuable can consume a large amount of resources. The more scale included in the RFP, the more competitive the responses will be.	8/17/2018 8:00 AM
20	We finance personal property only, not real property, bundles typically include both.	8/17/2018 7:17 AM
21	Provided that the bid bundle includes space types that are related and collocated on one site (as inferred by the statement preceding the question), we are relatively indifferent. Instead, the overall size of the project (dollar value), risk profile, and deal structure (i.e. availability payment vs revenue) will have greater influence on our decision to pursue the opportunity. Specifically, bundles which allocate risk that the private partner is not best-able to manage, mix payment approaches (i.e. availability payment alongside revenue risk) or require real-estate plays to fund would be viewed as more complex with less certainty of completion, and therefore would be less attractive.	8/17/2018 5:18 AM
22	Definition is really the key that we are seeking, by this we find that defining the location typically is the first marker of similarity, while building type is second. Location represents the greatest value as building on each site provides the greatest potential for economy of scale value savings.	8/17/2018 3:31 AM
23	Given our considerable experience over the past 40 years and turn key delivery of government facilities serving both counties and cities in the state, we feel that the public sector component should be bundled independently from the private sector components. We also suggest that the private sector components be aggregated and bundle by product type. This way the best firm for each product type can be considered and selected by the county to execute accordance with its overall master plan for the property.	8/16/2018 8:57 PM
24	We are open because we do it all.	8/16/2018 6:01 PM
25	We would be ok with either joining a larger team or pursuing the design	8/16/2018 9:10 AM
26	Despite the added complexity it can create efficiencies of scale	8/15/2018 3:16 PM
27	We have worked under several structures, all can work for us.	8/15/2018 12:38 PM
28	The bundle approach would be acceptable if the project programming is complete. The bundled approach can be very time consuming if there is on going program changes. It is vitally important to have access to decision makers at the county level to make program and development decisions within a timely manner.	8/14/2018 11:08 AM
29	Public Sector work is our preference.	8/13/2018 2:16 PM

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30	More difficult changing the current processes.	8/9/2018 10:17 AM
31	We'd be curious to know which program elements of the city government center are paired together in a bid bundle approach.	8/5/2018 8:55 AM
32	We feel we can provide more value to an owner by teaming with a developer and design team early in the process. We can collaborate with the full team to understand budget, schedule, needs and wants, early on to design and build to those values.	8/3/2018 1:23 PM
33	Really depends on the size, construction type, and schedule.	8/2/2018 10:09 AM
34	skip question	8/1/2018 12:58 PM
35	A bid bundle will allow the County to benefit from market competition from entities that focus on a particular product type. For example -- affordable housing developers are typically non-profit and have an expertise in the design and financing of this product type. However, they may not be best suited for an office development. A bundle may also enable developers to partner.	8/1/2018 9:00 AM
36	Depends on several factors.	8/1/2018 7:01 AM
37	It depends on project size, complexity and scope. Bid Bundles are effective for specific project types, but I feel standalone design-bid-build projects are best for the taxpayers and distribution of work spread across multiple companies in the community.	8/1/2018 6:44 AM
38	Sometimes it makes sense to do that with the state of the economy, the schedule, and the availability of skilled builders	7/31/2018 7:00 PM
39	Smaller bundles allow participation by smaller firms. We have worked on projects up to \$200 million but find it easier to be reviewed for projects of a smaller size, in the \$15-\$20 Million range and smaller.	7/31/2018 5:09 PM
40	Small company so not able to bid on a bundle.	7/31/2018 4:57 PM

Q15 What types of development projects would be included in your ideal bid bundle? (Check all that apply)

Answered: 57 Skipped: 14



ANSWER CHOICES	RESPONSES
No bundle, prefer to bid on everything	21.05% 12
Government office space (including Board Chambers)	54.39% 31
Laboratory spaces (Morgue, Public Health Lab, or combined facility)	47.37% 27
Emergency Operations facility	42.11% 24
Replacement of the current Hall of Justice (Court rooms, and office space for District Attorney, Public Defender, offices for the Courts, and potentially private attorney office space)	47.37% 27
Housing at one or multiple sites	42.11% 24
Commercial/retail	45.61% 26
Other (please specify)	35.09% 20
Total Respondents: 57	

#	OTHER (PLEASE SPECIFY)	DATE
1	Per our response above, we have the ability to help you analyse the scenarios for bundling all these type of projects : capex, operation and maintenance, shared services and develop the KPIs for the payment mechanism if performance based contract	9/12/2018 1:26 PM

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2	Our development arm would be open to bidding on a bundled mix of civic and private development. We might also be open to bidding on separate private development projects on a case by case basis; eg. housing, commercial, labs (and we have significant experience in these areas). Likewise our design (architects/ interiors/ planning/ landscape) and construction groups might be interested in some of the separate elements.	8/21/2018 12:53 PM
3	Medical Facilities; Sports and Recreation Facilities;	8/21/2018 12:51 PM
4	No preference	8/21/2018 11:29 AM
5	Preferred bundle is government office space, laboratories, Emergency Operation facility, Hall of Justice etc. (including incidental retail / commercial only), the "government-buildings". The major housing, retail and commercial scope could be the subject of a separate bundle or be developed separately (reasons are articulated in the answer to question 16).	8/21/2018 9:30 AM
6	Master Planning	8/20/2018 3:35 PM
7	Please refer to our answer to question 14.	8/20/2018 3:09 PM
8	Senior Housing, Hospitality	8/20/2018 3:03 PM
9	If there are multiple sites, then a site-specific bundle with multiple project typologies could be an option.	8/20/2018 2:53 PM
10	As previously stated, we believe the County/City will receive best value by having two bid bundles—one for the governmental uses, and one for the private uses. Please refer to the answers for questions #14 and #16 for additional details.	8/20/2018 10:27 AM
11	Maintenance	8/17/2018 1:28 PM
12	bundle the housing with commercial and retail; ergo mix-usage	8/17/2018 9:13 AM
13	We would bid on any project type bundle	8/17/2018 8:00 AM
14	Please see our answer to 16 below.	8/17/2018 5:18 AM
15	We would participate in any and all site development projects.	8/14/2018 11:08 AM
16	Educational, public/civic, or open spaces	8/5/2018 8:55 AM
17	Police departments, Libraries, Fire Stations, DPW yards and maintenance facilities, etc.	8/3/2018 1:23 PM
18	None	8/1/2018 9:08 AM
19	Parking structure	7/31/2018 5:09 PM
20	Telecommunications infrastructure	7/31/2018 4:57 PM

Q16 Please explain why the above bid bundle is attractive.

Answered: 52 Skipped: 19

#	RESPONSES	DATE
1	Our risk model is built around delivering high quality buildings to our clients. We are very good at that. We're used to the lag in cash flow, dealing with the subcontractors required to build a building, along with working with the users and design professionals to achieve success. This is our core business. All other combined bundles require all parties to work within and outside their core business exposing them to risk they would not otherwise be exposed to.	11/12/2018 3:32 PM
2	Bundling projects can deliver significant cost and operational efficiencies These efficiencies can reduce the overall lifecycle costs of the facilities.	9/12/2018 1:26 PM
3	We might pair up as required with other firms to make the best team, but the value of a multi-disciplinary practice is one that is involved with all elements of the project across the board. We plan, develop, design, and build turnkey projects, often those which are complex and time sensitive – so we are most interested in opportunities that allow us to utilize our integrated approach.	8/21/2018 12:53 PM
4	It matches our market sector expertise.	8/21/2018 12:51 PM
5	Bundling offers many benefits to the project owner and developer. Combining smaller projects into a larger bid package creates an economy of scale and offers design cohesion. Bundling eliminates individual transaction costs and allows for a streamlined construction process. Integrating revenue generating and non-revenue generating facilities into the same bundle allows the owner to procure a more diverse project set.	8/21/2018 11:29 AM
6	Prefer individual offerings.	8/21/2018 10:43 AM

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7	<p>The described bundle is attractive because it packages a large project that will be attractive to developers and builders to deliver. The market will compete fiercely for such a valuable contract (likely construction value of approximately \$700m) which predisposes the County / City to achieving an outstanding value for money result. The scale of the project will also enable substantive opportunities to build the local economy, require and achieve better than average results for MBE / WBE / SMB etc. objectives. Incidental retail / commercial opportunities to enhance the County / City scope, for example coffee shop, food outlets, and potentially embedded commercial office space to allow for swing space for City or County use in the future may enhance the government-buildings bundle. PFAL suggests that surplus land to be used for housing and major commercial / retail uses is not included in the government-buildings bundle. Our suggestion is based on the notion that land for these complementary uses is likely to only become available once the bundled Project scope has been delivered and occupied. Allowing for design, construction, occupation and demolition it is unlikely most of the sites would become available for further development sooner than 48 months from Project award. Most developers will have a hard time offering good value for development land they cannot access for 48 months. The City and County are likely to realize much superior economic gain by dealing with surplus land, housing and commercial / retail by running a separate process from the government-buildings process. This could include a simple sale process, subject to conditions and with or without incentives such as local tax-free periods. Alternatively, the City and County may wish to consider establishing some form of development corporation and running a competitive process to collaborate with a developer and then sharing in development profits, thus potentially realizing enhanced economic value from the surplus land. Key success factors include: The success of such an approach will depend on reaching a conclusion about who procures the Project. Options include: a. County leads and the City participates b. The City Leads and the County participates c. Joint procurement, either with both parties ultimately contracting or by setting up some form of joint powers authority. The key issue for success is to select the counterparty that has the clearest and least risky political process as well as presenting the market with the most highly rated credit counterparty or, at a minimum, a counterparty with a realistic credit profile to backstop the Project. 1. Affordability. Knowing how much each of the County and the City can afford to pay and at what time cash will be available to make payments. 2. Presenting the market with a credible and realistic procurement and delivery schedule and once public ensuring every effort is expended to maintain schedule. 3. Demonstrating to the market that the County and City have secured best in class technical, procurement, financial and legal advisors, who have a track record of delivering successfully closed transactions and are well regarded by the industry. 4. Ensuring that the County and City program requirements and technical specifications are clear and stable (no material changes mid competition). 5. Ensuring that the site choice is settled prior to commencement of the procurement. 6. Preparing the site by securing appropriate zoning and CEQA requirements.</p>	8/21/2018 9:30 AM
8	Project can be phased and broken up into separate design build packages for diversity of sub consultants	8/20/2018 4:50 PM
9	Will promote more competition among developers that specialize in certain typologies and in turn will promote more creative responses and development solutions.	8/20/2018 3:35 PM
10	It is more specific to a government entity. Government has unique needs in it's facilities.	8/20/2018 3:15 PM
11	Please refer to our answer to question 14.	8/20/2018 3:09 PM
12	Different investment interests from various capital partners.	8/20/2018 3:03 PM
13	Not applicable. We feel that a master developer should create the overall land plan and specialized buildings can be developed by specialized groups as needed.	8/20/2018 2:55 PM
14	A site specific bundle would allow for one firm to design both horizontal and vertical development, which would reduce client-side management and coordination.	8/20/2018 2:53 PM
15	All of the above categories could be bundled under the appropriate master developer. The civic facilities could be delivered under a single performance contract (e.g. DB, DBOM, DBFOM) with or without additional commercial market risk from office or housing development. The housing and office opportunities could also be procured in bundles (e.g. housing bundle, office bundle) or be let separately. Timing / phasing of the overall development process must be considered to ensure the City and County are capturing value (e.g. created by the public development, market cycles).	8/20/2018 1:47 PM
16	N/A	8/20/2018 12:47 PM
17	We have varied experience and would want to be considered for all of them	8/20/2018 10:29 AM

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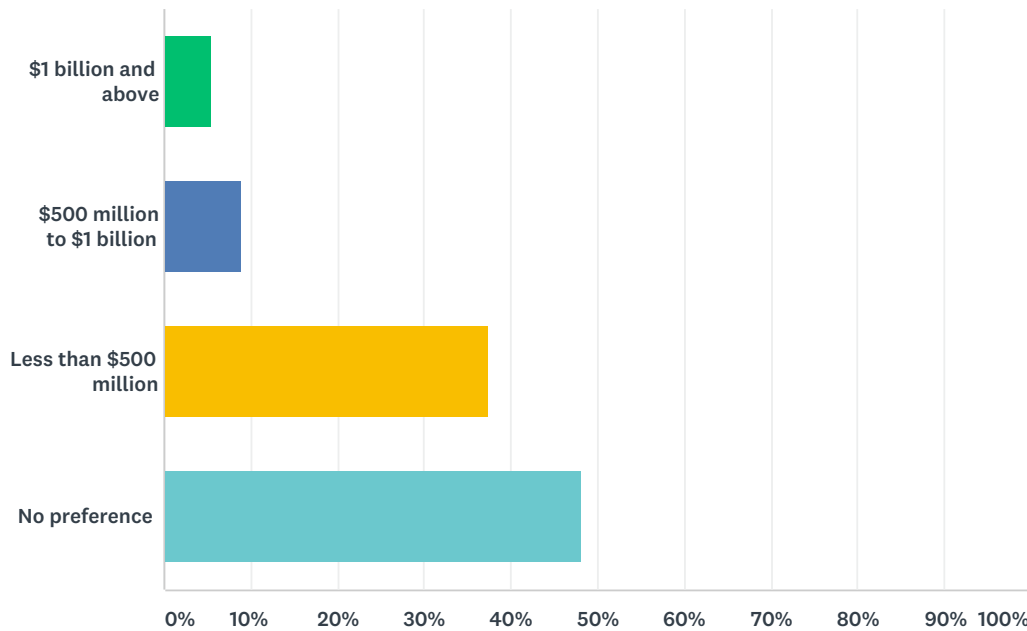
18	Public and private development projects each have their own unique features, including differing financing structures, tenant requirements, risk profiles, O&M profiles, and approach to assessing the highest and best use for a particular parcel. For example, we believe a commercial developer is in a better position to assess uses and provide higher land valuations for a property that is suited for mixed-use, housing, or retail development, than a public facility developer. Not many companies are both public and private/commercial developers, so by separating the bid bundles into (1) public buildings/infrastructure and (2) private development (housing, commercial, retail), the County/City will be able to solicit RFQ/RFP responses from companies best suited for that type of work/delivery method. As an example, residential, office, hotel, and retail uses include a different set of stakeholders/users, investors, approvals, and potentially different designers, developers, builders, and operators. By adding one of those components to a public civic/government project, an Owner could find itself losing the interest of great developers for public buildings, resulting in the selection of a partner that can deliver all the desired private uses but is not an expert in developing a government/civic building.	8/20/2018 10:27 AM
19	There is clearly a strong need for additional housing in the area, however the risk profile and type of developer for housing is very different from that of a PPP developer. Based on a recent site visit, we would prefer to relocate the Hall of Justice closer to the new Sherriff's office and the detention center and move all other functions off the County site to be co-located with the City of Santa Rosa or another downtown site that is available. We would then partner with the County to Master Plan the housing development, demolish the existing building buildings, consolidate site services, then sell development parcels to housing developers, and share the proceeds. This would allow the County to advance its affordable housing goals instead of redevelopment to highest and best use. This would also facilitate efficient permitting and entitlement.	8/20/2018 6:42 AM
20	Atwater has specific experience with P3 delivery for municipal buildings. Atwater also delivers "net zero energy positive" buildings or buildings that generate more energy than they consume.	8/20/2018 5:05 AM
21	We would prefer to bid on medium to smaller sized projects	8/17/2018 4:24 PM
22	N/A	8/17/2018 1:28 PM
23	These project typologies reflect the multi-disciplinary design expertise Gensler brings to this body of work. We will be able to leverage talent from our office and greater region to support Sonoma County/City of Santa Rosa and elevate the level of design of your projects.	8/17/2018 11:39 AM
24	It would closely follow along an already proposed development with proper financials calculated. It would also work well with an eventual development of the Chanate campus.	8/17/2018 10:55 AM
25	It depends on timing and the requirements of financing. Tax- Exempt Financing, Taxable financing and equity all have widely disparate rates and requirements. Bundling needs to be based on development and cost factors.	8/17/2018 10:07 AM
26	Personal expertise in courthouse construction	8/17/2018 9:50 AM
27	Easier to develop	8/17/2018 9:13 AM
28	We are a well rounded GC and would bid on most large scale bundles	8/17/2018 8:00 AM
29	Level 10 Construction is the #1 builder of commercial space in California (2018 ENR California rankings)	8/17/2018 7:27 AM
30	We have experience in each building type and would prepare a master plan for the site and able to stage construction in the most economical manner.	8/17/2018 6:51 AM
31	Further to the response provided to question 14 and 15, our preference would be to bundle space types that are related and preferably collocated on the same site (not across multiple sites) such that an attractive project size can be achieved (i.e. ~\$200-500 million). Ideally, this bundle would be funded independently of any offsite or unrelated real-estate transaction and the payment approach would be on an availability basis and not require the private sector to take on revenue risk (i.e. market rents, etc.).	8/17/2018 5:18 AM
32	As stated in the response to Q14, while value can be driven to likened building type developments without question, the greater value typically can be driven with respect to location. To gain an overall schedule and construction value scenario, we have found that many site and shell elements can be similar, so control of an entire footprint permits efficient space and construction planning. This approach also unifies an aesthetical and unified/consistent approach – driving likened structures themes and identities. Further the “linkage” between spaces with common areas can deliver wonderful spaces that welcome the public – or secure portions of the site more economically.	8/17/2018 3:31 AM

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33	Please see my earlier explanation.	8/16/2018 8:57 PM
34	It can create common area retail in an office environment.	8/16/2018 6:01 PM
35	Master planning efficiency and economies of scale	8/15/2018 3:16 PM
36	We have experience in all sectors. Some bundling can create efficiencies due to site infrastructure, etc. If you do unbundle, you might consider separating the housing from the commercial.	8/15/2018 12:38 PM
37	The bundle approach allows the county to provide direct programming and comprehensive backgrounds on each bundle that may assist in a defined scope and approach.	8/14/2018 11:08 AM
38	Our firm does focuses on public needs. The housing, commercial and retail are more local/regional needs.	8/13/2018 2:16 PM
39	Bid Bundles are not attractive.	8/9/2018 10:17 AM
40	Most Developers have built efficiency in specializing in product type	8/8/2018 8:27 PM
41	It can provide an efficiency to the design, documentation and construction of the project elements when associated with a similar organization of clients, stakeholders, developers, builders/contractors	8/7/2018 1:39 PM
42	The above bid bundle is attractive to us because of the program mix we would bring particular expertise in and value to the City of Santa Rosa and County of Sonoma.	8/5/2018 8:55 AM
43	I am not familiar with this concept, but presumably it allows a firm such as ours to pursue a scope and type of work in alignment with our capabilities and interests.	8/3/2018 1:53 PM
44	We have experience in these types of projects and can work with the City and County to meet or exceed expectations.	8/3/2018 1:23 PM
45	Most relevant experience of our firm.	8/2/2018 10:09 AM
46	I chose to stop the survey here, because it doesn't really apply to SCP.	8/1/2018 12:58 PM
47	It focuses on a group of product types that easily attract Capital.	8/1/2018 9:00 AM
48	It is hard to vote for the bundle without knowing more about the scope.	8/1/2018 6:44 AM
49	It fits the type of work that we currently do.	8/1/2018 5:59 AM
50	Because Fentress Architects has a very large portfolio in each of those boxes checked	7/31/2018 7:00 PM
51	Smaller pieces allow competitive bids from smaller firms, capable of performing at a higher level with Principal involvement.	7/31/2018 5:09 PM
52	Specialized sector	7/31/2018 4:57 PM

Q17 What development size and associated financing is most attractive to your firm and why? Please explain your preference below.

Answered: 56 Skipped: 15



ANSWER CHOICES

- \$1 billion and above
- \$500 million to \$1 billion
- Less than \$500 million
- No preference

RESPONSES

\$1 billion and above	5.36%	3
\$500 million to \$1 billion	8.93%	5
Less than \$500 million	37.50%	21
No preference	48.21%	27

TOTAL

56

#	PLEASE EXPLAIN YOUR PREFERENCE.	DATE
1	Our target for these type of projects is around \$100m. To provide more financing, we would be partnering with a financial company. For larger scale projects/bundles, we would JV with a larger contractor	11/12/2018 3:32 PM
2	The development size and financing will attract different players with different risk appetites. Overall, we feel that it is important to size the project to meet the needs of the County.	9/12/2018 1:26 PM
3	Obviously the larger the project the more interested we become (within limits, based on our capacity to bond the project if we are constructing it); but "less than \$500 million" can still be a fairly large number, so we would have to evaluate on a case by case basis. The best opportunities involve balancing the scale of a potential project with the ability to finance and bond. It may be worth splitting up the project into smaller pieces, gradually phased if there are limits in that regard.	8/21/2018 12:53 PM
4	We have an expertise in super-large projects.	8/21/2018 12:51 PM
5	As an owner's advisor and design and engineering firm, WSP does not hold an equity position on development projects.	8/21/2018 11:29 AM

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6	No Preference for Development size. Any of the various development sizes will attract vigorous competition from very well qualified firms. So far as financing is concerned whether the Project is financed in the municipal, tax exempt or taxable debt markets (equity, taxable, tax exempt, or bank debt) there will be multiple competitive sources of finance available even into the plus one billion range. The Project may be structured in one of multiple options available to the City and County. For example: a. Alternative procurement / P3 DBFM. Taxable debt likely with a 10% equity 90% debt mix. The County / City would pay a fixed "availability fee" monthly for 30 years covering debt service, equity return, facility maintenance and lifecycle costs. b. Tax exempt P3 – in which a developer designs and builds a "build to suit" facility through a nonprofit entity (63:20 or 501 (c)) and issues 100% tax exempt debt to finance the capital cost. The County / City would pay a lease fee to enable the nonprofit to service the debt. Can include a separate payment to service a maintenance contract of the building facility. For example, subordinate debt held by developer or operator. c. County / City designs a new facility and secures a builder to construct the new facility. The County / City issues tax exempt debt to finance the new facility and pays for the facility maintenance and lifecycle costs from County / City operating budgets. Each option (and other variations) has their pros and cons and differ in risk profile, value propositions and assurance of outcomes. PFAL recommends that the City conduct analysis to objectively examine how well each of these various options may meet (or not) the County and City goals and guiding principles for the Project. PFAL is experienced in this kind of analysis and would be delighted to provide assistance with the flexibility to tailor our services to meet your budget needs and decision-making process.	8/21/2018 9:30 AM
7	No preference. As part of the financial structuring process, KPMG can assist the County and City in assessing a variety of capital structures that could help deliver the project, as well as identify potential funding sources, including private debt and equity funds, federal credit programs, as well as revenue-supported credit facilities. KPMG is familiar with both State and federal funding and financing programs. There are multiple public funding and finance strategies which can be considered depending on the project being considered. These may involve long-standing tools, such as: state infrastructure revolving fund programs at the California Infrastructure Bank; landscape and lighting districts; dedicated sales tax funding; enterprise revenues; special/assessment districts (which may fund services in certain situations); and infrastructure financing districts. More recently-enacted tools to consider would include enhanced infrastructure financing districts, which were advanced as a potential solution to local agencies' loss of statutory authority in California for historic redevelopment agencies. Developer interest will exist across the range of development sizes, and we can assist the County and City in analyzing which financing/funding package delivers an appropriate risk-adjusted cost of capital.	8/20/2018 3:09 PM
8	Our company focuses on large, master planned communities. To the extent that this project matches that description we would be interested in the project, regardless of the overall price tag.	8/20/2018 2:55 PM
9	As an architecture and design consulting firm, we do not actively finance projects.	8/20/2018 2:53 PM
10	We are not developers. Arup has successfully advised governments on projects with performance contracts ranging from \$80m to \$1B+	8/20/2018 1:47 PM
11	Edgemoor has experience developing projects that range from \$25 million to over \$1 billion—we are comfortable with all project sizes. However, we believe bundling all the government assets is the most efficient approach. This approach meets the County/City needs via a single procurement vs. multiple and will save the County/City the resources, time, and cost of multiple procurements, contract negotiations, coordinating multiple developers on site, etc.	8/20/2018 10:27 AM
12	As long as the opportunity is greater than \$100m	8/20/2018 6:42 AM
13	Capital size identified delivers optimum overall pricing and long term cost of occupancy for Atwater's clients	8/20/2018 5:05 AM
14	We are a small business	8/17/2018 1:28 PM
15	We a firm, we want to be able to support the County and the City in any way that is most beneficial and helpful to you. We have no particular preference to the size/associated financing.	8/17/2018 11:39 AM
16	As seen from the Chanate proposal, as projects get larger, the development hurdles increase. Furthermore, while a city such as San Francisco has the economic base to support a \$1 billion project, development in Santa Rosa is best kept in portions less than \$500 million.	8/17/2018 10:55 AM
17	Projects below \$20 to \$25 million are seldom cost effective in P3 structures. There is no upper size limit.	8/17/2018 10:07 AM
18	Suffolk's average project size is \$150M.	8/17/2018 8:00 AM

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19	We prefer jobs with longer durations as a strategy for retaining employees in this impacted construction market.	8/17/2018 7:27 AM
20	Ticket size is typically \$500M - \$10MM.	8/17/2018 7:17 AM
21	EllisDon Capital, a member of the EllisDon family of companies is a leading developer, operator and investor in P3 for public infrastructure projects. We have reached financial close on over 42 P3 projects to date and financed over \$15 Billion in capital value. Our vast experience includes projects that span all of the P3 delivery models (DBFOM, DBFM, DBF, BF) across a number of industry sectors. Although a number of these projects have a capital value over \$1 billion and we are comfortable delivering projects of that size, in our experience, projects in the \$200 - \$500 million range, tend to reach financial close more quickly, thereby saving costs associated with long and protracted timelines. Larger transactions often require the involvement of more parties, both on the delivery side as well as in relation to the lending group. This means in a situation where one is optimizing pricing, one is driven to the lowest common denominator due to the need to invite more parties into the transaction and meet their specific return hurdles. Equally, to the extent a DBFOM or DBFM P3 model is considered, we find that the model lends itself best also to projects that are over \$100 million due to the associated costs of procurement.	8/17/2018 5:18 AM
22	In consideration of many factors including securities and insurance, developments that touch the \$1 billion value marker are best financed in a manner that the lending industry views as "reasonable and sensible risk." Further, in assessing the county and city needs, this value appears to best capture the needs of the public first. The private retail and commercial elements can often be financed separately on other finance platforms. All too often, when combined in a manner that exceeds \$ 1 billion, or includes too much risk, the premiums applied often diminish the overall value proposition.	8/17/2018 3:31 AM
23	No preference. Our projects range in size from 10,000,000 –200,000,000 an individual building/project basis.	8/16/2018 8:57 PM
24	There are efficiencies with smaller financings	8/15/2018 3:16 PM
25	Prefer over \$50M. No limit on the upper bound.	8/15/2018 12:38 PM
26	When the project fee and bonding capacity is within a comfortable cost, the county will have the ability to have reputable local and regional contractors bid the work at a competitive rate. When the project fees are large they tend to attract the larger corporations who inherently charge more and take longer. Larger firms are also more inclined to submit claims and create lawsuits.	8/14/2018 11:08 AM
27	Our firm can handle any size need. We would likely pass on developments below \$75 to \$100 million as they would stress the fundamentals of our organization.	8/13/2018 2:16 PM
28	Risk in any one market	8/8/2018 8:27 PM
29	We have relevant experience in all the above noted cost models.	8/7/2018 1:39 PM
30	Based on the development projects listed above, we would anticipate these together to be in the range of \$500 million and above. We would be interested in aiding the City and County in developments of all scales, based on the program needs identified in the selected projects.	8/5/2018 8:55 AM
31	Even at \$500B, our design services firm would need to be teamed with other design firms.	8/3/2018 1:53 PM
32	This would be for construction cost. We monitor our revenues carefully to ensure we maintain equity and cash flow to remain financially strong.	8/3/2018 1:23 PM
33	Financing is obtainable at all levels with economically feasible underwriting.	8/1/2018 9:00 AM
34	It doesn't matter for Fentress Architects because we can staff any size and scale of project. The problem becomes on the builder's end on if they are able to bond a large amount when projects exceed \$500M	7/31/2018 7:00 PM
35	I do not know the anticipated size of the proposed projects, but if you plan on billion-dollar plus projects, count out all but perhaps 5 firms in the state of California.	7/31/2018 5:09 PM
36	Small company	7/31/2018 4:57 PM

Q18 Both the County and the City control real estate assets that could be utilized for private use and/or revenue as financial support. What are preferred options for utilizing real estate assets as described herein?

Answered: 50 Skipped: 21

#	RESPONSES	DATE
1	Ideally a consultant team would be hired to manage this as a program where each element would be placed into their own procurement process. The concept here is that each procurement group has strong players that do not cross over. If managed properly, you can gain the most out of each element while benefiting the two government agencies. For example, the independent elements would be residential, retail, and government buildings. The sites available would be master planned by the consultant team for best use/value. The consultant team would then procure residential developers from those whose strength is residential development, retail development from those whose strength is retail development and the same for government buildings. You would also procure overall financing the same way. The financial entity would then work with the revenue from both retail and residential while financing the remaining buildings. They would work with each selected bundled provider. Another option is to tie financing at each element level (residential, retail and government) creating 3 or more smaller PPPs. This aligns risk along the lines of those who are best positioned to take on that risk. By tying all projects under one PPP, the pool of providers and consortiums is limited to a very select few.	11/12/2018 3:32 PM
2	As a consultant, we would work with the County and the City to identify the best options that meet the project's objectives.	9/12/2018 1:26 PM
3	We are going to assume this question primarily relates to commercial development of surplus land once vacated by existing facilities as a way of helping finance the project overall. It would have to be examined on a case by case basis.	8/21/2018 12:53 PM
4	No preference, development with the highest yield to the County and City.	8/21/2018 12:51 PM
5	Cities in California, such as Long Beach, have used a Design, Build, Finance, Operate and Maintain (DBFOM) delivery model for government facilities such as city halls and courthouses. Other options include joint development, ground leases and air rights leases with private developers experienced in building the facilities sought by the County and City. This market sounding exercise will likely include developers that will express their preference for real estate assets that fit within their portfolio strategy. As an owner's advisor, we recommend that the City and County also consider: • How much public funding is available today? How much could potentially be financed? How much funding/financing will be available over the life of the asset? Are initial CAPEX costs or total lifecycle costs (CAPEX and OPEX) more important? • How critical is project duration (i.e.: date of completion)? How large are the anticipated savings/potential revenue increases derived from delivering the project sooner rather than later? • What is the level of technical complexity for this project? Do we have data available to predict Design and Construction and Maintenance costs? What is the potential for innovation? • What information is available to inform the assessment of project risks that could be assumed by the private sector (e.g. interface risk, code compliance, latent defects, inflation)? • Does the project have the attributes that facilitate private sector involvement (e.g. stability, predictability, continuity, acceptability)?	8/21/2018 11:29 AM
6	Our strong preference is to acquire the fee interest in properties.	8/21/2018 10:43 AM

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7	<p>Preferred options for utilizing real estate assets. PFAL recommends that the County / City carefully examine the best way to maximize use of any surplus land. We expect that meeting the housing and commercial retail objectives may be best achieved as a separate package from the municipal building procurement. We recognize that bundling surplus land has been done before (e.g. Long Beach Civic Center and Napa Civic Center) but there are lessons learned and potentially better ways to achieve the County / City objectives. This is because: a. The types of developer who take risk developing housing /commercial / retail is different from those who develop government building projects, their risk profile is very different. Bringing both into a consortium successfully if very difficult. b. The surplus land in question may not be available until after the new facilities are constructed meaning the value of the surplus land will be difficult to predict that far into the future, thus minimizing its present value. We recommend options analysis is undertaken to articulate available options and analyze each against how well they may meet the stated County / City objectives, with which we would be happy to assist.</p>	8/21/2018 9:30 AM
8	<p>Availability payments and tax exempt financing are preferable for certainty</p>	8/20/2018 4:50 PM
9	<p>Utilizing publically controlled real estate assets for the benefit of initial or long-term financial support has worked well for other public agencies in the past. There are voter perception issues to be managed but thoughtful public outreach campaigns that dispel the myths of and promote the public benefits of the overall development can and should help to quell opposition. County may also consider building/shelling excess office space to lease to private companies interested in being located adjacent to county services. The leasable space can serve as expansion space for the county in the future.</p>	8/20/2018 3:35 PM
10	<p>It depends on the real estate and it's ability for re-use.</p>	8/20/2018 3:15 PM
11	<p>There a number of potential options to consider, and KPMG's approach to real estate development is to begin with a market and feasibility analysis. This analysis focuses on supply and demand, and is enhanced by our understanding of public and private partnering approaches that can close market gaps and enable a project's realization. One core component of that analysis is an examination of potential revenues and private usability of real estate included within the project. We combine a number of analytic approaches, including site selection, location analysis, pro-forma development, and supply and demand studies, to identify the highest and best use of a unique parcel. This analysis will serve as a major contributor to the overall project scope, as it offers key critical information about which land parcels could best serve the City and County, versus being utilized by the private sector as a revenue contributor to the project financing. The highest and best use analysis is a critical component of project development, and we would look to assist the City and County in its development for this project.</p>	8/20/2018 3:09 PM
12	<p>Acquire at appraised market value for private mixed use development.</p>	8/20/2018 3:03 PM
13	<p>Provide interim income during planning and entitlements if possible and provide temporary space for displaced employees during construction.</p>	8/20/2018 2:55 PM
14	<p>We have observed a range of methods for leveraging the value of publicly owned property (including integration of public and private uses, outright land sales, long term ground leases, transfer of development rights, etc.) for public projects and P3. Sonoma County and the surrounding region have seen dramatic increases in land values over the past decade. Therefore, it is tempting to view publicly owned land as a singular solution to funding public sector projects. However, it is important to note that community expectations, environmental factors and changing market conditions can often impact the realizable value of publicly owned land. In some cases maximizing the financial return from a real property asset may result in compromises in delivering the public sector facilities that are part of the project and may have unintended community or environmental impacts. Alternatively, maximizing the public facilities and amenities (i.e. architectural quality, affordable housing, public open space, etc.) included with the P3 project may require compromising the potential financial return from public property. Therefore, it is recommended that the City and County (if not already doing so) engage experienced P3 and real estate advisers to fully assess the potential returns from the development of public land. The evaluation of the return on investment from the development of any public property should be determined in a comprehensive manner that includes the quantitative and qualitative costs and benefits from all financial, environmental and social factors. By taking this approach, the City and County will be able to ensure the project reflects the needs and desires of the community while also providing adequate opportunity for financial return for private development partners.</p>	8/20/2018 2:53 PM

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15	To answer this question effectively it will depend on: (1) results from (i) an economic benefit-cost analysis on project configurations (recommended); (ii) an in-depth highest and best use study (required); as well as City and County cashflows (e.g. project affordability in context with total fiscal revenue and expenses) and market timing (e.g. the tax revenue potential of the various product types), among other factors. In general ground leases or fee simple transactions are feasible. Lease options will depend on the capacity and sophistication of the City and County--simple ground leases will not typically generate sufficient cash flow for supporting major capital projects like this.	8/20/2018 1:47 PM
16	P3, Lease-LeaseBack	8/20/2018 12:47 PM
17	As part of our engagement process, we suggest sitting down with the County and City to further discuss their goals and objectives for this project before going down the path of utilizing County and/or City-owned real estate assets. At this point, we need to further understand any existing funding constraints, budget gaps, and the purpose of including publicly-owned land in the transaction. For example, are the potential proposed sites "surplus" and would be sold off, or does the County/City think they may want to get the property back in the future and therefore a ground lease is more appropriate? Further, what level of control is required regarding redevelopment (i.e., a ground lease would provide greater input into future land uses)?	8/20/2018 10:27 AM
18	Select the most appropriate sites for government use first. Ideally, the remaining sites would be rezoned for highest and best use and separately monetized to help offset the cost of the new government facilities. Site values are typically discounted when included in a bundle with core government developments. If there is a strong political requirement to develop one or more of the sites for housing, maximum value will be realized through a master development arrangement where the private partner works collaboratively to masterplan and entitle the site for housing and then sell to housing developers. It will be important for the County to strike a balance early between social and economic objectives. Any income restricted housing elements should be identified early including income levels required (e.g. Low, Very Low, Moderate) Also any desire for mixed income vs. sub-dividing the parcels to allow different products and different income levels, as mix-income product will yield a different land value that the traditional sub-division approach due to higher construction and operating costs.	8/20/2018 6:42 AM
19	Atwater utilizes both lease leaseback and/or sale lease back models sometimes with 63-20 corporation as lessee.	8/20/2018 5:05 AM
20	Community	8/17/2018 1:28 PM
21	We have partnered with public entities to redevelop their existing assets into dynamic, mixed-use projects that generate tourism, economy, tax revenue, and other community benefits. The programmatic mix these developments include commercial Class-A, residential (market rate and affordable housing), retail, food & beverage, not-for-profit, community space, and green public space. As a design firm, we do not have a preferred programmatic option, but believe we can collaborate with stakeholders to develop a mix that is reflective of the values, needs, and experiences of the surrounding community.	8/17/2018 11:39 AM
22	The best and simplest utilization is fee simple sales of real estate for development. Again, as seen with the Chanate proposal, public-private partnerships add another layer of intricacy in an already steeply uphill development process in the county. A sale-leaseback approach would be the most time efficient path for development of government offices, while development of housing and retail will be most attractive to builders as land sales for development.	8/17/2018 10:55 AM
23	Look to maximize the governments benefit from sale or lease of its "financial support" property. Often its value goes up after completion of adjacent public development. Seldom does the contribution or addition of a private development site into a public bundle maximize public benefit.	8/17/2018 10:07 AM
24	Built to suit as investment opportunities	8/17/2018 9:50 AM
25	Sale or long-term ground lease	8/17/2018 9:13 AM
26	Ground Lease	8/17/2018 8:00 AM
27	N/A	8/17/2018 7:17 AM
28	Private use is preferred to simplify proforma.	8/17/2018 6:51 AM

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29	Introducing real estate assets as a means to provide financial support for an unrelated project increases the complexity of the opportunity, will likely require a more diversified delivery team, and creates execution risk. Although this model has been applied successfully, our view is that it does not typically result in the most optimum outcome and often times introduces significant additional time into the procurement process. Furthermore, real estate and commercial retail investors have different risk/return profiles and investment horizons as compared to public infrastructure investors. Infrastructure developers and investors are reluctant to assume market and revenue risk related to real estate assets whereas real estate investors generally seek higher rates of return. Coupling real estate elements with core infrastructure in a potential P3 scope may reduce participation in the procurement and some proposers may opt out completely. Instead, we would suggest separate processes be implemented by the County and City to monetize real estate assets for the purposes of funding future developments. This approach should lead to greater competitiveness for each process (i.e. land disposal and new development) as it won't require teaming by parties with different business models.	8/17/2018 5:18 AM
30	Based upon the information provided, combining all government structures on one site would be preferable. The information provided which influences this preference includes typical leasing terms and conditions, combined services, stability of neighborhoods, and user identity and wayfinding. This approach also addresses the ability to finance these projects in a manner that the lending community can segregate properly from a risk basis. Further, this consolidation approach then opens a larger fabric to develop the other real estate land pieces that maximize the tax millage that can be generated, as well as create neighborhoods that can adapt to the growth and demands anticipated with the best and most useful developments. Overall this approach would likely deliver the highest revenue stream.	8/17/2018 3:31 AM
31	It is been our experience in prayer undertakings the public sector development is underwritten it all or in part by the revenues generated from private sector development. Obviously it depends on the product type mix, market except ability, timing of entry to the market, etc.	8/16/2018 8:57 PM
32	No preference	8/16/2018 6:01 PM
33	To support the municipal facilities, both in terms of area real estate activation and subsidy to the County and City	8/15/2018 3:16 PM
34	no preferred option.	8/15/2018 12:38 PM
35	Disposal of public property comes with its share of challenges and a lot of research to see that the original granting body does not have stipulated provisions over the property. This should be carried out through a planned approach with analysis on the cost of disposal versus long term lease contracts.	8/14/2018 11:08 AM
36	We're extremely creative in our use of all available sources for capital ideas.	8/13/2018 2:16 PM
37	Maintain public control and only lease out the land.	8/9/2018 10:17 AM
38	Very hard to say without more information	8/8/2018 8:27 PM
39	No preference	8/7/2018 1:39 PM
40	Veteran housing	8/6/2018 7:22 AM
41	One option we've utilized in other municipal and county development projects is generating revenue of real assets through rental opportunities to the public, business, and organization to hold events.	8/5/2018 8:55 AM
42	Don't know. This is outside our area of expertise.	8/3/2018 1:53 PM
43	Private/ Public Partnerships (P3) work well that are issued with the needs of the County and City listed as well as the real estate available for purchase to offset costs of the development for the County and City.	8/3/2018 1:23 PM
44	Too early to determine. Need a better understanding of market conditions and demand.	8/2/2018 2:15 PM
45	Acquisition and control of the asset through fee ownership or long-term ground lease.	8/1/2018 9:00 AM
46	Depends on the location.	8/1/2018 6:44 AM
47	A	8/1/2018 5:59 AM
48	No comment	7/31/2018 7:00 PM

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- 49 Difficult question to understand. Repurposing of existing assets depends on each proposed use and asset. We have successfully converted industrial spaces to office, schools to housing, etc. Possibilities are wide open. 7/31/2018 5:09 PM
- 50 Combined County/City government offices in one location. Utilize other properties for commercial and residential development. 7/31/2018 4:57 PM

Q19 Both the County and City control real estate assets that could be utilized for private use and/or revenue as financial support. What information would you need to evaluate the market potential of these real estate assets? Please explain.

Answered: 47 Skipped: 24

#	RESPONSES	DATE
1	We prefer not to be involved in time sensitive speculative development. We suggest that you do this analysis outside of this procurement so the city and county can get the best value for these properties and engage entities whose risk profile is built upon such use.	11/12/2018 3:32 PM
2	The answer to this question will be specific to each proposer. We suggest that the team you select include a firm with specific local real estate expertise. The procurement will help tease out the most value.	9/12/2018 1:26 PM
3	Normally a market study is conducted; you clearly have done one for the airport site which is relatively recent. Some of the information here can be extrapolated and may be relevant for the other sites but the information is time sensitive. Additional studies would likely be warranted. The city can help by funding/conducting such efforts but private developers normally will also do their own research and due diligence to confirm. Apart from market information, we would need more information about either what is allowed at each site and more detail about the government's plans for its own facilities (and options for disposing of land); also the timeline. If these have not yet been resolved, the government may want to do a planning study beforehand: exploring what it wants and what it will allow (at least in broad terms, subject to market considerations), undertaking public consultations/review, and approving in principle the key parameters, including how the project might be broken up into separate, smaller pieces for phasing and funding purposes - this would remove some uncertainty. The broader decision about whether or not to consolidate and if so, where...don't seem like something that a developer would want to entertain, and the financial considerations a developer might prioritize may run counter to the functional considerations the government is most concerned with (thus complicating the decision process). We have a group that does those kind of studies and would be glad to help; however, if we did provide some of this preliminary work, we would want to make sure it didn't eliminate us from future consideration for other portions of the project (aka the design and construction). Several members of our firm completed a plan for the Sonoma County CAC over ten years ago; they also have done planning studies for numerous civic centers and public facilities throughout California (Alameda, Napa, San Diego, Long Beach), so we are familiar with the issues.	8/21/2018 12:53 PM
4	We would typically bring on a real estate economic and market analysis consultant to assess potential options for maximizing economics.	8/21/2018 12:51 PM
5	To the extent that the development community has determined there is a market for their product (often, a combination of intuitive regional knowledge and a formal market analysis), a full development plan along with a development and operating proforma will show the residual land value the project can support. The City and/or County can then decide to sell to the developer, enter into a ground lease based on the value. Alternatively, the City and County could enter a joint development with a developer by using the residual and value to calculate their percentage ownership, comparing the residual and value to the overall value of the project.	8/21/2018 11:29 AM
6	General plan and zoning designations, permitted uses, development criteria (including existing/proposed utilities and access), property characteristics, an overview of the asset and the anticipated entitlement process.	8/21/2018 10:43 AM
7	What information is needed to evaluate the market potential of these real estate assets? a. At what time will the land be available to start construction? b. Lot sizes and locations. c. Full description of any encumbrances, incentives, policy or legal constraints to use. d. Will the sites be cleared or will demolition be required? e. Is there any environment contamination that requires remediation?	8/21/2018 9:30 AM
8	Not applicable for us as a builder	8/20/2018 4:50 PM

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9	An independent market study and valuation analysis report.	8/20/2018 3:35 PM
10	Market value and the opportunity to develop in a relatively short period of time.	8/20/2018 3:15 PM
11	As noted in #18, a market demand analysis can help to determine which real estate assets are best offered for private sector use. To conduct this analysis, we would seek the following information, noting that the City and County have already provided a significant amount of general property information such as land area, building area, and site improvement areas: → Subject Property Data o Cash flow information including rent roll, historical P&L statements and cash flow projections o Electronic financial information related to the property o Leases or lease abstracts o Verification ownership details to title, legal description, zoning, easements and overlays → Market Data o Market data publications that include vacancy, absorption, rental rates o Interviews with local market participants, remote or on-site collection of comparable transaction data o Physical attribute, location, rental and vacancy information for competitive properties o Recent additions to supply and projects under construction or in the permitting process o Discussions with local brokers regarding market transactions o Compilation of current offerings on the market → We would also look to conduct a site inspection which may also include conducting interviews with local land planners and building departments as well as inspection of competitive properties → As part of an evaluation of potential use types, we will work alongside the City and County to determine their mission, objectives, and uses for the project	8/20/2018 3:09 PM
12	All typical Due Diligence materials.	8/20/2018 3:03 PM
13	Size, year built, location, function (office, fleet, courthouse, etc.), parking, photographs.	8/20/2018 2:55 PM
14	In addition to general real estate market data (i.e. area recent sales data, current inventory across sectors, development pipeline data, current and future projected demographics, etc.) the following would contribute to the accuracy of any estimate of real estate market potential and help private partners assess project risks: environmental status of all properties; current zoning designation; status of any current planning studies; current regulations or assumptions for labor force; sub-surface utility conditions; any other site, area or community factors controlling buildable area and general constructability on any site.	8/20/2018 2:53 PM
15	Ideally we would have access to the outputs of both studies mentioned above (in #18): an economic benefit-cost analysis on project configurations and an in-depth highest and best use study. ALTA surveys and other site condition information is useful. We would also want to understand historic market cycles and take a look at what is in the development pipeline (e.g. entitlements, permits).	8/20/2018 1:47 PM
16	Asset Management Study	8/20/2018 12:47 PM
17	To best evaluate the market potential of any real estate assets which the County and City control, Edgemoor would want to assess the title reports for the property, comparable sales in the surrounding area, the master plan, zoning information, comparable market studies of the surrounding area, and demographic information on the County and City. Please note that while these are important primary factors, more information may be necessary to evaluate these assets.	8/20/2018 10:27 AM
18	Highest and Best Use studies of each site including an independent valuation of all parcels would be required to effectively facilitate an evaluation for private use. A willingness for the County to allow the sites to be valued post rezoning for highest and best use would also be necessary to minimize price discounting. Any restrictions such as prevailing wage requirements or use restrictions would also be important. Finally standard site due diligence information (environmental , soils conditions, etc.) will assist in the site valuation.	8/20/2018 6:42 AM
19	any site specific material, environmental plus geo tech specs would be helpful	8/20/2018 5:05 AM
20	Community	8/17/2018 1:28 PM
21	Analysis of market conditions can be done in partnership with a local developer who is familiar with the area.	8/17/2018 11:39 AM
22	See above. It is likely that separately marketing these sites will maximize the public benefit. The City or County should consider hiring a separate broker who is not working the broader deal to sell or lease these sites. A selected public development team may or may not bid. Comingling public and private sites in a bundle is to the private sector's benefit not the public sector's benefit.	8/17/2018 10:07 AM
23	Long-term Cost and profit sharing	8/17/2018 9:50 AM
24	County/City updated master facilities plan	8/17/2018 9:13 AM
25	Zoning Information, Entitlement Timelines, Permitting Fees	8/17/2018 8:00 AM

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26	N/A	8/17/2018 7:17 AM
27	SCB would team with a developer who would prepare a real estate market analysis of the land uses under consideration.	8/17/2018 6:51 AM
28	As discussed in our answer to question 18, we would strongly advise separating the monetization of real estate assets from the infrastructure transactions themselves. To the extent the transaction contemplated the use of real estate assets for private use and/or revenue as financial support, we would look to bring in a real estate partner who would be able to provide further clarity on the information needed to evaluate the market potential of these assets.	8/17/2018 5:18 AM
29	We would encourage a real estate analysis for each of the private sites. Included with this study, key parameters like FAR, zoning, rent tolerance, density capacity, development type, etc. need to be articulated. In addition, other due diligence materials such as environmental site assessments, history of the site, geotechnical information, property encumbrances, etc. need to be provided.	8/17/2018 3:31 AM
30	Initial first step would be a review of the master plan to understand product mix, density, etc. That would be fundamental to initiating any type of market analytics.	8/16/2018 8:57 PM
31	Site descriptions, zoning, goals of development	8/15/2018 3:16 PM
32	Project, property info. City/County requirements that will be imposed on the property (if any) that are different from how a non-publicly owned property will be viewed (or valued).	8/15/2018 12:38 PM
33	As stated in question 18. This is not a clear cut analysis and each parcel of land or asset may have its own "story" / governance as to the allowable use or disposal.	8/14/2018 11:08 AM
34	Again, we much prefer to focus on the Public sector needs and allow the private uses to go to those entities that specialize in those needs.	8/13/2018 2:16 PM
35	Current costs to maintain the sites.	8/9/2018 10:17 AM
36	Property type Condition Environmental status In place Infrastructure Opportunity Zone status ALTA Survey	8/8/2018 8:27 PM
37	As detailed, planning, economic analysis, entitlement process, program and proforma information as feasible	8/7/2018 1:39 PM
38	To adequately evaluate the market potential for these real estate assets for private use, we would need to understand the building and systems conditions, public and private need for use, economic development plans from the City and County, etc.	8/5/2018 8:55 AM
39	Don't know. This is outside our area of expertise.	8/3/2018 1:53 PM
40	Property information showing location, parcel boundaries and Phase 1 information for potential contaminations, soil types and underground storage tanks.	8/3/2018 1:23 PM
41	Comprehensive market study for commercial, housing and retail.	8/2/2018 2:15 PM
42	Acquisition Cost Hard Costs Soft Costs Operating expenses Leasing income Timing Market Information/demand analysis Infrastructure Improvements and cost Transportation and access Master Plan Concept Entitlement process - cost and timing	8/1/2018 9:00 AM
43	Addresses and Zoning.	8/1/2018 6:44 AM
44	A	8/1/2018 5:59 AM
45	No comment	7/31/2018 7:00 PM
46	We can conduct condition assessments of these assets and prepare preliminary layouts to market to developers. This can range from office to housing, etc.	7/31/2018 5:09 PM
47	Communication tower locations	7/31/2018 4:57 PM

Q20 What are the most significant factors that would contribute to your decision to submit a proposal?

Answered: 51 Skipped: 20

#	RESPONSES	DATE
1	What is included in each bundle along with the length of financing required. Clean and simple are more attractive then all-inclusive and complicated.	11/12/2018 3:32 PM
2	Mott MacDonald aims to help the County create the most competitive environment. The County can foster competition by providing the bidders with clear project definition, objectives, risk allocation and identify funding sources. The procurement itself needs to have a clearly defined process and selection criteria.	9/12/2018 1:26 PM
3	As mentioned above, would need to have a more concrete understanding of the government's needs, as well as how much commercial development might be allowed, over what timeline, etc. Also a better understanding of your intent in terms of delivery mechanism and financing.	8/21/2018 12:53 PM
4	The opportunity fits our strengths.	8/21/2018 12:51 PM
5	WSP is one of the largest professional services firms in the world, with an industry-leading management and technical consultancy for the property sector. WSP's property and buildings team is passionate about tackling the challenges of complex projects and providing leadership in sustainability and energy-efficient design. Government and institutional buildings are a signature component of WSP's portfolio of work, with numerous prominent examples throughout California. Continuing to contribute to this type of work in the Bay Area features prominently in the team's long-term growth strategy. Further, campus-style projects as proposed by the City of Santa Rosa and County of Sonoma, particularly capitalizes our team's technical and advisory strengths. As such, WSP would be very interested to serve either as the owner's advisor or become a part of a developer's team as this project moves toward the procurement phase. Our decision to participate in either capacity would only generally be influenced by the overall procurement process and project timing.	8/21/2018 11:29 AM
6	Anticipated pricing and time for entitlements.	8/21/2018 10:43 AM
7	In summary, legal authority to procure the project as planned, a well-planned procurement, with experienced advisors, a realistic time frame and clear information about what the County / City can afford and how the private sector can collaborate with the County/ City, will ensure a vigorous competition. See our answers the questions to 29 and 31 for further information.	8/21/2018 9:30 AM
8	Being teamed with a strong P3 Development partner along with a strong OM partner	8/20/2018 4:50 PM
9	Ability to team with a high quality developer. A transparent and fair procurement process. A healthy stipend that rewarded the team for its efforts once an RFP was	8/20/2018 3:35 PM
10	The ability to select on qualifications and the cost (extensive nature) of the proposal.	8/20/2018 3:15 PM
11	As noted in prior responses, KPMG LLP is a financial and commercial advisor, not a developer. We believe we are best suited to assist the County and City with the development of a tailored business case and feasibility study on the project, including an in-depth analysis on potential delivery models, financing structures and procurement alternatives. We are very interested to serve the County and City on this transformational project. Practical factors that will affect our decision to submit a proposal for financial and commercial advisory services to the County or City include: relevant scope of services, competitiveness of the procurement process, and reasonableness of commercial and contractual terms and conditions.	8/20/2018 3:09 PM
12	Breaking out into bid bundles.	8/20/2018 3:03 PM
13	We create mixed-use, master planned communities, so we would want to be involved as the master developer for the overall project, bringing on additional partners as needed. We would want to work with the city and county as a true partner, helping to guide and expedite the process. We would be less interested in a formal RFQ/RFP and more interested in helping the city and county as good neighbors and hopefully growing our assistance into a formal partnership.	8/20/2018 2:55 PM

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14	The flexibility to propose on specific projects that we feel are most in alignment with our expertise, and knowing that local vs global is not a significant concern during the procurement process.	8/20/2018 2:53 PM
15	As advisors, we are accustomed to municipal clients having a clear set of goals and project "ingredients" (e.g. property, data, political will) but being unsure how to structure one or more transactions to achieve their goals. Our expertise is helping municipal clients do just that: evaluating data, conditions, and processes, developing a business case in support of a procurement strategy, then executing the procurement and negotiations leading to a successful public-private partnership. Unlike developers, who are evaluating the opportunity cost of proposing and the investment it requires, we do not expect our clients to have it all figured out. Regarding a proposal for professional services, we are accustomed to competitive procurement processes for professional services. The sticking points on negotiating professional service contracts are typically limits of liability and indemnity, but these never prevent us from submitting proposals. Some clients start with a small advisor contract initially and then graduate to larger contracts as the project takes shape (e.g. in conjunction with project milestones).	8/20/2018 1:47 PM
16	Timing, Review Criteria, Project Delivery Methodology	8/20/2018 12:47 PM
17	Some significant factors that would contribute to our decision to submit a proposal include (but are not limited to): • Proper staffing from the County and City (including dedicated internal members as well as outside advisors to manage procurement) • Clear key political supporter(s) of the project • County/City's approach to bundle the project for procurement (please refer to our answers to questions #14 and #16) • County/City's plan to utilize real estate assets (whether for actual use or as part of the transaction/financing) • How prescriptive the RFP is vs. providing the private sector with flexibility to be creative • Proposed mix and risk allocation of public and private sector asset development Please see our response to question #31 for additional information.	8/20/2018 10:27 AM
18	The County and City retaining quality advisors experienced with alternative finance and delivery models, and a demonstrated commitment of County and City political leadership are important factors. The size of the opportunity and proposed risk allocation are also important in assessing the decision to pursue.	8/20/2018 6:42 AM
19	1- the political will of sponsor (County), 2- timing of development, 3-decision making process of the County, 4- overall risk reward transfer specifics	8/20/2018 5:05 AM
20	we would be interested in the most straight forward type projects that could be completed in 1-5 years and would benefit the community as directly as possible. housing, park and rec etc.	8/17/2018 4:24 PM
21	Financing projects	8/17/2018 1:28 PM
22	We are pleased and excited about the opportunity submit a proposal and do not foresee factors or concerns that would impact this decision.	8/17/2018 11:39 AM
23	Is the project properly structured to create desecrate projects. That make sense both publicly and privately. Ideally each project should have a cost between \$50 million and \$300 million. Don't bundle projects that require sequential completion. This advice is more to the City and County's benefit than a condition of our bidding.	8/17/2018 10:07 AM
24	Sound feasibility study with high commitment from county leadership to value partnership	8/17/2018 9:50 AM
25	When private/commercial market starts to weaken.	8/17/2018 9:13 AM
26	Amount and Quality of Competition	8/17/2018 8:00 AM
27	Experienced team availability, project approach (early involvement yields optimal outcomes), project budget (our average project size is \$80M; however, we've managed projects up to \$700M in size)	8/17/2018 7:27 AM
28	Personal property, reasonable term.	8/17/2018 7:17 AM
29	Finding the right developer to team with on this project.	8/17/2018 6:51 AM

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30	There are many factors that contribute our decision-making, some of these include: 1. Execution Certainty. This includes the level of authority and commitment by the project sponsor to award a project once a proposal process has been initiated. These processes are lengthy and resource-intensive (i.e. people, money). We would want to know that the appropriate approvals are in place for funding and there is a strong business case supporting the opportunity. 2. Advisory Team and Project Documents. We would evaluate the strength of the project sponsor's advisory team (e.g. procurement, legal, financial, technical, etc.) and their experience with well-proven, market-standard risk allocation. There are several jurisdictions which have successfully implemented P3s and to the extent possible, the advisors and template documents (e.g. RFQ, RFP, Project Agreement) from these jurisdictions should be leveraged. 3. Fairness and Transparency. We will want to know that the project sponsor's is committed to running a fair process, with an independent and appropriately qualified fairness advisor who will oversee the process and evaluation. We will also look to the project sponsor to clearly articulate the evaluation methodology (i.e. how we win) for all competitors, so we understand how to structure our team and focus our efforts for the best chance of success. 4. Nature of the Deal and Asset Class. This involves an evaluation of the overall risk profile of the opportunity and if it fits our corporate appetite along with an assessment of our expertise and ability to be successful.	8/17/2018 5:18 AM
31	Land and real estate value, along with the ability to secure the land on a "fee simple" basis. While land leases are acceptable, the preference would likely be the ability to develop the land unencumbered and to meet the market demands, rather than an overall defined and regimeted definition of the development type and other limitations.	8/17/2018 3:31 AM
32	Fungibility of the overall project and demonstrable political will.	8/16/2018 8:57 PM
33	If Architectual services are prime and no local preference.	8/16/2018 6:01 PM
34	Transparent procurement process with stipend and proven advisory team	8/15/2018 3:16 PM
35	It is important the it is a real and financially viable project. Project sizes over \$50M are strongly preferred.	8/15/2018 12:38 PM
36	We would want to be educated about the project, know who the decision makers are at the City / County. We would like to attend workshops or meetings to see that we are the experts and can provide a service that would be unmatched. The preparation of proposals are costly and time consuming, we want to ensure we have a viable chance to win and perform. That comes with confidence, education on the project, and comfort with the City / County staff who will be managing the project.	8/14/2018 11:08 AM
37	Essential Public needs. Given those needs, we're very innovative in our use of public bonds as a methodology in meeting those needs.	8/13/2018 2:16 PM
38	Accountability and transparency of a public process.	8/9/2018 10:17 AM
39	Entitlement path risk Potential uses Infrastructure capacity Time to construction start Land basis and structure	8/8/2018 8:27 PM
40	The quality, thoughtfulness and level of detail in the RFP. Clearly stated aspirations and goals for the project(s). Clearly identified program expectations, a well conceived, milestone schedule that describes the organizational strategies, aspects of the solicitation, from concept, through entitlements ultimately to completion, allows for realistic time frames for review, comments and responses to develop the proposal(s)	8/7/2018 1:39 PM
41	A clear understanding on the funding structure and timeframe for the development projects, project delivery methods preferred by the City and County, as well as criteria for vetting the developer/builder/design teams.	8/5/2018 8:55 AM
42	The opportunity to contribute to our community, and our ability to team with a development team that shares our values.	8/3/2018 1:53 PM
43	Size, timing of the project, collaborative owner representatives, contract structure and ability to add value. As a design-builder, we would like a project where we can collaborate with the project team ideally before there is any design work completed.	8/3/2018 1:23 PM
44	We need to know if the City and County are committed to the project and are conducting a fair and transparent selection process.	8/2/2018 2:15 PM
45	Design-Build Proposal with either developer led or not.	8/2/2018 10:09 AM
46	All are important - its a holistic process - everything must come together for a project to be successful	8/1/2018 9:00 AM

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47	Demand.	8/1/2018 6:44 AM
48	Size and Type of projects. Source of funding.	8/1/2018 5:59 AM
49	Competition, delivery method, budget	7/31/2018 7:00 PM
50	Whether the RFP appeared to offer a reasonable chance to be competitive. That is, are you seeking a host of services from a single entity, or a focused effort in each area.	7/31/2018 5:09 PM
51	Ability of public agency to work with a small company.	7/31/2018 4:57 PM

Q21 What financing structure do you prefer?

Answered: 47 Skipped: 24

#	RESPONSES	DATE
1	Either availability payments or payments based on lender financing terms.	11/12/2018 3:45 PM
2	As the project details are being refined, the procurement advisor should perform a Value for Money analysis to explore different delivery and financing structures. This will allow the County to compare across proposers. Such an analysis will also help the County in discussions with its stakeholders.	9/12/2018 1:26 PM
3	As a design professional we would team with a developer who will have this experience. We would yield to the opinion of our developer partner. Typically we are paid a fee for our service.	8/21/2018 12:58 PM
4	This question appears to be directed to financial firms, but there are multiple options for the financing and bid-bundling, and we would be looking at all of the options.	8/21/2018 12:54 PM
5	No preference. Every public entity should consider its ability to fund the project and its ability to utilize financing mechanisms to reduce the cost of the project overall. As advisors, we help owners identify the difference in cost of delivery between a private capital approach and a public approach. This assessment allows the public owner to quantify and analyze the costs and benefits of a variety of procurement models.	8/21/2018 11:31 AM
6	We typically secure our own financing.	8/21/2018 10:49 AM
7	We are neutral as to the financing solution. We advise that the County / City focus on structuring a transaction that minimizes overall project risk that best meets your objectives rather than focusing only on the cost of finance. PFAL is well-positioned to assist in performing this type of analysis.	8/21/2018 9:34 AM
8	Availability payment	8/20/2018 4:53 PM
9	N/A	8/20/2018 3:37 PM
10	Based upon our agreement with the city/county, bring equity and debt along with any city/county incentives.	8/20/2018 3:11 PM
11	As noted in Question 17, we would look to work with the County to analyze a number of different potential financing structures as part of the business case development for the project. Our analysis will evaluate the appropriate payment mechanisms, financing structure, and delivery alternative for the project.	8/20/2018 3:09 PM
12	We are not particular to any one financing structure, it depends more on the structuring objectives (e.g. "on balance sheet but off credit"), the experience of the City/County staff (are comfortable with Design-Build, are in the bond market frequently, CFO familiarity with project finance), and limitations like debt capacity.	8/20/2018 3:03 PM
13	Fee simple ownership of land, closing upon completion of entitlements. We would likely finance the planning, demolition, and infrastructure construction activities using our balance sheet, then pursue construction loans for vertical construction, along with equity.	8/20/2018 2:57 PM
14	As an architecture and design consulting firm, we do not actively finance projects. As such, we are open to any type: public, private or combination.	8/20/2018 2:53 PM
15	No preference	8/20/2018 12:49 PM

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16	While it is too early to choose a specific financing structure, we pride ourselves on creating solutions tailored to meet the specific objectives of our public-sector partners, rather than using a “one size fits all” approach. We need to further understand the County and City’s goals and objectives for the project to put forward the most appropriate solution. After better understanding these goals, our approach would begin with the broadest survey of potential financing solutions for each aspect of the Project—whether that means a single, comprehensive financing approach or tailored financial solutions based on the individual building type and requirements. We have executed P3 and turnkey delivery solutions under various financing structures. With an understanding of a wide range of project financing options—including taxable and tax-exempt bonds, bank financing, Transportation Infrastructure Finance and Innovation Act (TIFIA) Loans, Private Activity Bonds (PABs), Tax Increment Financing (TIF), Payment in Lieu of Taxes (PILOT), commercial real estate and institutional debt, equity investments, and various tax credit programs—we can analyze all potential options and implement the structure that best meets the County’s, City’s, and project’s needs.	8/20/2018 10:29 AM
17	Private financing with an Availability Payment mechanism would be preferred. We would be open to exploring tax-exempt financing structures that could be used in this type of structure.	8/20/2018 6:44 AM
18	lease lease back and/or sale leaseback utilizing 63-20 corporation as lessee	8/20/2018 5:11 AM
19	Phased payments upon completion of work or regular bi-weekly billing	8/17/2018 4:32 PM
20	Depends on what is available	8/17/2018 1:32 PM
21	N/A	8/17/2018 11:50 AM
22	We finance and privately deliver dominantly public facilities at a higher quality, lower cost and with a quicker timeline. We fully comply with prevailing wage and other public goals. Our financing is privately issued tax exempt financing at the same rates as municipal lease revenue bonds.	8/17/2018 10:31 AM
23	Public and private	8/17/2018 9:58 AM
24	No preference	8/17/2018 9:18 AM
25	GMP	8/17/2018 9:01 AM
26	Tax Exempt lease purchase subject to appropriation.	8/17/2018 7:28 AM
27	We are seeing more P3 financial structures and believe that might be a good solution for this project.	8/17/2018 6:57 AM
28	Our experience includes projects that span all of the P3 financing delivery models including DBFOM, DBFM, DBF and BF. From our experience, an availability based DBFOM or DBF P3 project with no or very limited revenue risk which can be project financed on a non-recourse basis is our preferred financing structure. Additionally, a DBFOM or DBFM model which requires long term financing allows whole of life pricing to be considered which brings competitiveness with efficient risk allocation between the public and private sectors. Experience shows that this principle can lead to significant savings and cost certainty for the public-sector in the procurement of a public infrastructure asset such as Sonoma/Santa Rosa government campus, ensuring best value to the taxpayer. Given the project structure and market conditions at the time, we would then evaluate the best options for financing the project. We have deep experience financing deals with both bank and bond debt also with varying tenors; short-term, medium and long-term tranches. We have very strong relationships with underwriters of both tax-exempt and taxable bonds.	8/17/2018 6:10 AM
29	From a land perspective for the private-use sites, and as stated in Q20, Fee Simple. From a public-use perspective, a defined and well-articulated repayment regime for those sites is more critical than the exact financing structure. To add one critical element, the appropriation of the repayment regime is an extremely important to securing long-range financing at reasonable rates. This can also be assisted by the used of state and federal tools to permit the private sector to secure loans for the public-use facilities at tax exempt rates.	8/17/2018 3:33 AM
30	We have undertaken public sector project delivery utilizing the American model, international model and hybrid debt equity structures.	8/16/2018 9:01 PM
31	Private	8/16/2018 6:04 PM
32	The project can likely get lower debt costs if the County or City issues tax exempt bonds but that moves more risk to the County and City. More risk will transfer to the developer if the project borrows taxable debt.	8/15/2018 3:33 PM
33	We are open to all structures, depending upon the needs of the needs of the ownership entity.	8/15/2018 2:31 PM

Government Center Development: Informational Survey and Questionnaire

34	Depends on the project, typically an escrow account with dual signature progress draws.	8/14/2018 11:14 AM
35	General Obligation Bonds. Certificates of Participation. Annual Appropriation Lease Payments.	8/13/2018 2:22 PM
36	No Sonoma County taxpayer public funds involved	8/9/2018 10:20 AM
37	Private Equity and conventional debt	8/8/2018 8:37 PM
38	No preference	8/7/2018 1:57 PM
39	We've worked with both municipal and county governments on various bond-funded capital and development projects. Our preference might lean more towards a project delivery method, such as design-build, where clients can have a better control on costs during an escalated construction market.	8/5/2018 10:02 AM
40	Don't know. This is outside our area of expertise.	8/3/2018 1:55 PM
41	We leave that to the developer.	8/3/2018 1:29 PM
42	No preference	8/2/2018 2:22 PM
43	P-3's are expensive to pursue - we typically do not pursue that line of work.	8/2/2018 10:11 AM
44	It depends on the product type and availability of capital. There is no preference, the financing must be tailored to the particular asset and relationship.	8/1/2018 9:15 AM
45	Cash	7/31/2018 7:07 PM
46	We prefer working directly with the public agencies, rather than developers or design/build entities. This has had generally better outcomes for the agencies.	7/31/2018 5:15 PM
47	Unknown	7/31/2018 4:58 PM

Q22 In your firm's experience what are the most significant contributing characteristics of successful local government development projects?

Answered: 49 Skipped: 22

#	RESPONSES	DATE
1	First is assembling a set of advisors who've successfully navigated through similar efforts. Second is to support your advisors with an internal team that can provide the necessary information and make timely decisions. To have a champion focused on this effort. Ensure that the products you issue are well thought out, fully developed, and outline a clear process that eliminates ambiguity and vagueness. To develop a selection process that can measure other added values to the City and County and not just awarded to the lowest cost responder. To enable your internal team and advisors to be available to those responding to the RFQ/P and throughout the entire process for the team(s) selected. Keeping the bundles aligned with private organization's risk profiles. For joint projects, the two entities must reach a unified vision, jointly achievable goals, and create a joint subcommittee, with a singly chair atop that committee, that acts on behalf of both entities and whose commitments and approvals bind both the City and County.	11/12/2018 3:45 PM
2	Political champions Stakeholder alignment Clearly defined objectives Dedicated internal team Experienced P3 advisors	9/12/2018 1:26 PM
3	Consensus of multiple civic stakeholders. A well thought out proforma for the project and adequate funding. A clear vision of the community's goals.	8/21/2018 12:58 PM
4	Stakeholder Satisfaction Levels, Staying on Budget, Sticking to Schedule. Success can always be defined in different ways (eg. functional, financial – for both government and client, timely, and also in terms of intangible factors such as aesthetics, placemaking, and public opinion). Our experience is that large scale planning – particularly for civic facilities and public land – is an exercise where more voices should be sought out; its not as simple as a commercial development project. Having said that, this can take time and continued delays will cause their own problems (and in some cases can threaten the viability of a project). Its always an issue of balance. One thing we would definitely say is that you need a variety of experts at the table – people who understand how government works, how different departments work together, and how technology is changing everything: both how/where people work and how services are delivered. You also need people who understand commercial and mixed use development, but not purely as a financial exercise. Civic projects last a long time and are an expression of local identity. You need people who understand planning and design for the public realm, including open space and transit connections.	8/21/2018 12:54 PM
5	WSP currently serves as the owner's advisor for the Henry J. Daly Building in Washington, D.C. In this role, we are assisting the owner in its efforts to procure a developer to design, build, finance, and maintain a police headquarters building that will also house other District/Federal agencies. From our firm's perspective on this project, the most significant contributor is having a project champion in the local government. Alternative delivery and development projects may require diverse approaches that deviate from past precedents within an agency as far as oversight, procurement, and design development – having a project champion to coordinate amongst internal stakeholders is key. The project champion should be empowered to make key project decisions in the fast-paced development environment.	8/21/2018 11:31 AM
6	Clear funding/financing. Ability to delegate responsibility for development to others. Separation of project from other goals that the City or County might have (i.e. housing, parking)	8/21/2018 11:14 AM
7	A vision based on current market conditions.	8/21/2018 10:49 AM

Government Center Development: Informational Survey and Questionnaire

8	<p>This Project is very large for both the County and the City. In our experience successful large projects exhibit the following: i. Establish clear legal authority to procure the project as planned. For example, the Long Beach Civic Center Project pursued special state legislation for their project to avoid/minimize any uncertainty or law suits. ii. Documented inter-agency agreements that establish the roles and responsibilities of each agency, if jointly pursued. iii. Establish a clear governance / leadership process that benefits from both political and executive champions that ideally can survive the political cycle. iv. Conduct extensive stakeholder engagement to ensure broad based support for the Project, including polling intelligence and unionized labor requests. Strong rationale for the project and its priority that is clearly articulated to the community. v. Use a two stage procurement process RFQ to select a shortlist of three (3) and then an RFP to solicit detailed proposals. vi. Establish a dedicated Project team and hire experienced advisors to supplement County / City internal resources. vii. Clarity about what the County / City can afford. viii. Realistic procurement timeline. ix. Clear selection and evaluation criteria (e.g. RFQ and RFP) to ensure bidders have the capacity and ability to deliver the project and also to avoid bidder disputes or challenges to the selection process.</p>	8/21/2018 9:34 AM
9	<p>Design Build scenario with a strong Developer partner and interactions with city and county stakeholders</p>	8/20/2018 4:53 PM
10	<p>1- Establish a strong overall Vision 2- Have realistic market expectations 3- Identify the Public Benefit 4- Understand the Financial arrangements 5- Commit to the schedule 6- Have a strategy for Community Engagement 7-Assign the right staff 8- Establish trust</p>	8/20/2018 3:37 PM
11	<p>Having the most qualified experienced team of architects, engineers, consultants, land planners...that has separated us from the competition ultimately winning and successfully completing world-class projects.</p>	8/20/2018 3:11 PM
12	<p>We will draw on our extensive transactional experience to assist the County and City in preparing a successful project. We believe the following steps are crucial in developing a successful deal structure: → Conduct Market/Stakeholder Outreach: One of the key components of project development is marketing the project with an industry forum or other market outreach efforts (such as this survey). Feedback from the private sector will be a critical factor in structuring the transaction as the City and County will want to generate interest from the bidding community. → Refine Project Scope: Feedback from the private sector will play a role when determining an effective project scope. In order to structure a marketable transaction, the City and County will need to identify a scope that balances the amount of project that is delivered with acceptable returns and perceived risks of private sector investors. We would work with the City and County to select a project size that meets the objectives of both sides of the transaction. → Identify Financing/Funding Options: As part of the structuring process, the City and County will want to assess a variety of capital structures that would help deliver the project and identify potential funding sources, including private debt and equity funds, federal credit programs, as well as revenue-supported credit facilities. → Develop Procurement Structure. A successful project delivery strategy should appropriately transfer risk to the private sector and protect the public interest, which would reduce costs, drive innovation, and accelerate the schedule. As noted, KPMG can assist the City and County in evaluating the appropriate payment mechanisms and financing structure for the delivery strategy. → Operational Efficiencies. Operational efficiencies afforded by collocation and program optimization can be an internal funding source that reduces the need for outside financing. KPMG can work with the City and County to drive those efficiencies, assuming the City and County are committed to using this development project to drive program improvements that benefit the efficiency and effectiveness with which services are delivered to the public. In Indianapolis, operational efficiencies and revenue opportunities drove \$3+ billion in cost savings/additional revenue over 35 years, paying for all development costs and allowing for a \$1+ billion savings margin for reinvestment.</p>	8/20/2018 3:09 PM
13	<p>- a well crafted, consistent, and simple message for why the project must be done, supported - clear project leadership (i.e., PD, PM, and core staff) - clear political mandate to do a project (i.e., political will) - a focus on supporting and managing the organizational change that comes with project's of this nature - being clear and upfront with the market about the transaction goals/objectives/outcomes</p>	8/20/2018 3:03 PM
14	<p>The relationship between the local government and the developer(s).</p>	8/20/2018 2:57 PM
15	<p>Successful projects optimize both the ability to ensure community standards are met while also providing adequate flexibility for a private developer to respond to changing market conditions. Successful projects also establish and clearly communicate boundaries that keep the project within the parameters of public support whilst not unnecessarily restraining the developer's ability to innovate and scale to market demand.</p>	8/20/2018 2:53 PM

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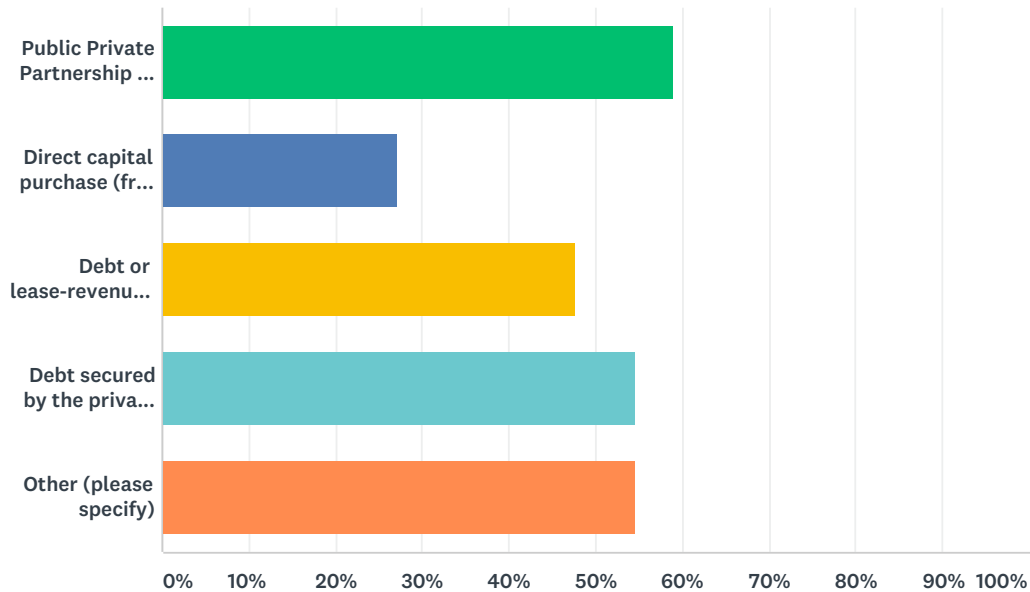
16	Pro-active Outreach campaign ensuring stakeholder buy in. Tying in infrastructure and transportation at the beginning	8/20/2018 12:49 PM
17	working in a team consisting of developers, contractors and other building professionals from the onset	8/20/2018 10:31 AM
18	Some of the most significant contributing characteristics of successful local government development projects include (but are not limited to): • Internal staff dedicated to the success of the project • Reliable outside advisors to manage procurement • Political support for the project • Community support for the project • Well-formed project goals and objectives • Ability to meet schedule milestones • Clear and consistent communication among the project team • Realistic expectations for a public sector project	8/20/2018 10:29 AM
19	Based on our experience the following characteristics contribute to successful local government projects: • Firm political commitment, including a Project Champion • Adequate resourcing by the public sector, including advisors with experience in successfully closing these types of transactions • Strong community outreach • Awareness and effective management of labor issues • Smooth and efficient entitlement and procurement processes	8/20/2018 6:44 AM
20	overall alignment of interests, appropriate risk transfer within P3 coupled with significant political will of County, et al	8/20/2018 5:11 AM
21	having a project manager that is experienced with construction and understands the process.	8/17/2018 4:32 PM
22	When they work closely with builders to assist them financially to complete the projects bid on	8/17/2018 1:32 PM
23	That the project is thoughtfully developed in partnership with stakeholders, and it applicable, key community members and other decision makers.	8/17/2018 11:50 AM
24	Each project should consist of a publicly funded Predevelopment phase with an "off-ramp" and then a privately funded (exempt) Development phase. This assures publicly acceptable quality and design standards and then allows private delivery efficiencies. The full development team (developer, architect and contractor) need to be selected before and participate in both phases.	8/17/2018 10:31 AM
25	Value-added to the services delivered. The buildings make delivery of services more effective, efficient, and customer-centric. They are iconic and enhancing its environment. They contribute to surrounding communities. They are on budget and on time. High level of transparency and accountability.	8/17/2018 9:58 AM
26	Streamlining the process	8/17/2018 9:01 AM
27	na	8/17/2018 7:28 AM
28	Understanding the financial obligations, market timing, strategic phasing and realistic program.	8/17/2018 6:57 AM
29	In our experience, strong or unanimous support by local government with funding approvals in place and a clear mandate to deliver the contemplated project by a specific date would be key success factors. With this clear mandate and funding, the local government team should enlist the support of highly experienced and qualified advisors (i.e. procurement, legal, financial, fairness) to facilitate the process.	8/17/2018 6:10 AM
30	Definition of the locations and developments, free and clear land use for the private use sites, flexibility of the development types, and clear definition of the public use spaces – all supported by strong due diligence materials.	8/17/2018 3:33 AM
31	Realistic expectations relative to budget and program.	8/16/2018 9:01 PM
32	Design Build	8/16/2018 6:04 PM
33	Clearly stated and realistic goals, transparent procurement process, minimal political interference, experienced advisors	8/15/2018 3:33 PM
34	Establishing clear goals and objectives, having a strong decision making team representing ownership, having political and staff buy-in, and a financially strong entity are all important. Also important, are to have realistic goals that align with ownership's cost expectations.	8/15/2018 2:31 PM
35	Having the appropriate staff available during the research and due diligence phase, having the appropriate user(s) on board during programming, having the user(s), maintenance and financial staff on board during construction and development. It takes a whole team to make successful delivery of a project.	8/14/2018 11:14 AM
36	Essential Need by Government. Once that is evident, we can be very creative in how we structure the financing.	8/13/2018 2:22 PM

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37	Honesty, accountability and transparency.	8/9/2018 10:20 AM
38	Stability of politics Entitlement framework Clear path to CEQA solution	8/8/2018 8:37 PM
39	A well organized, disciplined process. An appropriate budget that recognizes the quality, type, scale, duration and complexity of the project. An inclusive, committed and continuous leadership/stakeholder organization and a design and construction team that listens, collaborates and communicates well individually and collectively that is commonly focused in design excellence.	8/7/2018 1:57 PM
40	Contributing characteristics of successful development projects in local government include open communication between all parties, clear understanding of civic and project goals and drivers, understanding of funding models and project costing, and understanding of timeframe and schedule.	8/5/2018 10:02 AM
41	Design excellence within the framework of a legitimate public participatory process.	8/3/2018 1:55 PM
42	Trust, Vulnerability, Collaboration, Decisiveness, Clarity of purpose and goals.	8/3/2018 1:29 PM
43	Having a clear understanding of the needs, the ability to define those needs early and an understanding of the P3 benefits beyond cost of financing.	8/2/2018 2:22 PM
44	Timely decisions of owner.	8/2/2018 10:11 AM
45	A clear master plan with design and costs nailed down with approved entitlements	8/1/2018 9:15 AM
46	Including local businesses and residences in decision	8/1/2018 9:10 AM
47	The client needs to have people on staff, or hired consultants like a CM, that understand the design and construction process. Working with a client that isn't experienced with these processes can become a liability for the success of the project. A strong partnering procedure also helps promote a successful project	7/31/2018 7:07 PM
48	A clear conception of the project's goals.	7/31/2018 5:15 PM
49	Ability to expedite a timely deployment. The longer it takes to develop a project the more it costs.	7/31/2018 4:58 PM

Q23 Does your firm or partnership have experience financing municipal government projects (facilities only) with the type of financing described below? (Check all that apply)

Answered: 44 Skipped: 27



ANSWER CHOICES

RESPONSES

Public Private Partnership / Performance Based Infrastructure Project	59.09%	26
Direct capital purchase (from cash-on-hand, no debt or lease)	27.27%	12
Debt or lease-revenue secured by a government entity (e.g. Certificates of Participation, Lease Revenue Bonds and/or Revenue Bonds)	47.73%	21
Debt secured by the private financing	54.55%	24
Other (please specify)	54.55%	24
Total Respondents: 44		

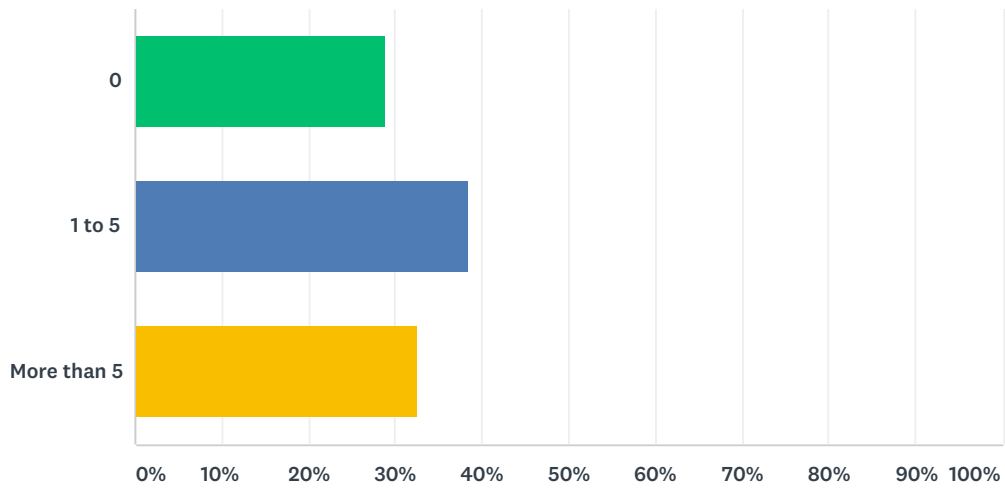
#	OTHER (PLEASE SPECIFY)	DATE
1	We have experience with debt or lease-revenue secured by government entity. Other experience is through our planned teaming partner.	11/12/2018 3:45 PM
2	Mott MacDonald is agnostic to the way the project is financed, however the financing mechanism changes the project risk profile. This is why globally, similar P3 projects have come to rely on Value for Money analysis to understand the positive and negative of each approach.	9/12/2018 1:26 PM
3	As a design professional we would team with a developer who will have any of the above experience	8/21/2018 12:58 PM
4	This question appears to be directed to financial firms. Our past work for governments is limited and the financing/funding for government work that we have done was provided by others.	8/21/2018 12:54 PM
5	None	8/21/2018 10:49 AM

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6	a. Based on our experience, PFAL recommends that when considering financing options the County / City considers using a cost analysis method to compare ALL costs of the project (capital, operating, lifecycle, expected cost of risk and financing). Comparing costs for the various procurement methods under consideration is called a value for money analysis, which allows an objective quantitative choice to be made. b. PFAL has experience in utilizing tax exempt debt solutions while still securing some (but not all) of the risk transfer benefits of a DBFM (P3) approach. These would involve the project being executed through a tax-exempt entity such as a 63:20 or 501(c) corporation.	8/21/2018 9:34 AM
7	N/A	8/20/2018 3:37 PM
8	Above questions answered as advisors, not underwriters, equity or lenders.	8/20/2018 3:03 PM
9	As an architecture and design consulting firm, we do not actively finance projects, but do have experience working on projects that utilized all of the above.	8/20/2018 2:53 PM
10	N/A	8/20/2018 12:49 PM
11	New Market Tax Credit Equity and Energy Tax Credits	8/20/2018 5:11 AM
12	we have been subcontracted by company's that managed low income housing or small city owned rec. facilities and schools	8/17/2018 4:32 PM
13	N/A	8/17/2018 11:50 AM
14	We primarily use privately issued tax-exempt bonding. Ussually 63-20 or 501(c)(3) bonds. Our not for profit is independent of the development team and insulates the public sector client from cost overrun risk.	8/17/2018 10:31 AM
15	Please note that we have not financed any projects of these kind but have built projects financed with these mechanisms	8/17/2018 9:01 AM
16	As described in our response to Question 21, EllisDon has successfully executed a wide range of financings in the P3 space for government authorities over the last 15 years. Part of this experience includes certain non- traditional P3 debt and risk transfer structures that overlap with other deal categories such as bullet vv above as well. We have secured financing using instruments such as Equity L/C's and pursued projects using lease-back structures for municipal courts, and also mixed-use hybrid projects for transit hubs.	8/17/2018 6:10 AM
17	No	8/16/2018 6:04 PM
18	We have experience with and can speak to many of these structures. I would be pleased to elaborate on our experience at the appropriate time.	8/15/2018 2:31 PM
19	Bonds	8/8/2018 8:37 PM
20	We are an A/E firm and do not finance projects but have worked on projects that have utilized the types of financing noted above.	8/7/2018 1:57 PM
21	No	8/3/2018 1:55 PM
22	Through our partnership with developers.	8/3/2018 1:29 PM
23	We have experience in all but as an architect for the public sector we aren't responsible for procurement of funding as it is done by the local jurisdictions, state, or federal assets	7/31/2018 7:07 PM
24	no	7/31/2018 5:15 PM

Q24 How many Municipal/Government building development projects have you delivered using Public Private Partnerships?

Answered: 52 Skipped: 19



ANSWER CHOICES

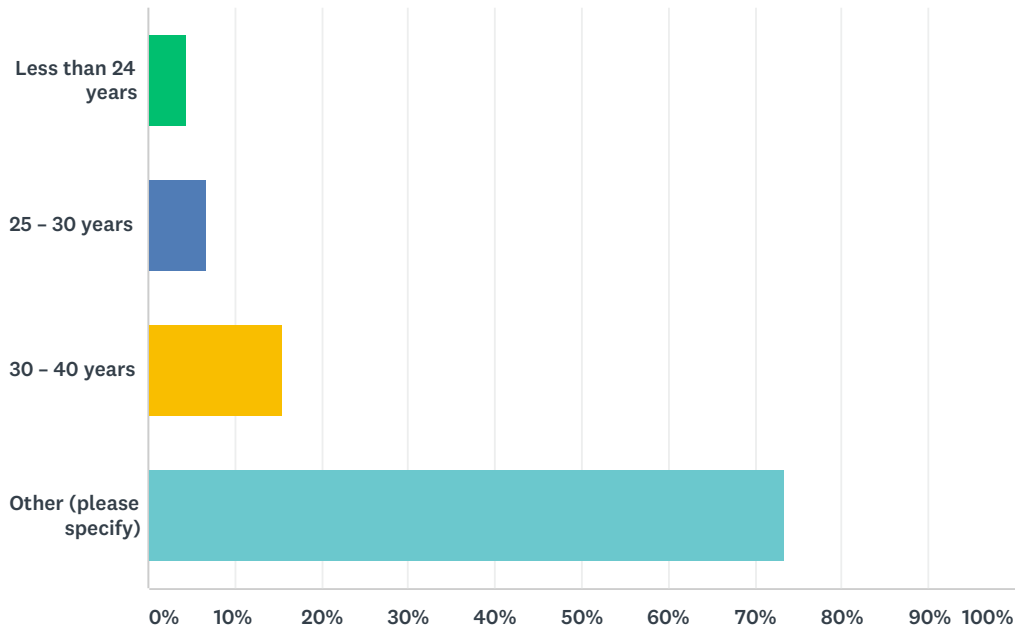
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1 to 5
More than 5
TOTAL

RESPONSES

28.85%	15
38.46%	20
32.69%	17
	52

Q25 We are contemplating options for financing. What is the longest term your firm is generally willing to consider when financing a development program?

Answered: 45 Skipped: 26



ANSWER CHOICES

RESPONSES

Less than 24 years	4.44%	2
25 - 30 years	6.67%	3
30 - 40 years	15.56%	7
Other (please specify)	73.33%	33
TOTAL		45

#	OTHER (PLEASE SPECIFY)	DATE
1	We have experience in financing public facilities for 6-12 months. For all other options we would engage a financial partner.	11/12/2018 3:45 PM
2	The County's objectives will inform the financing term. We would recommend that the term of the financing not exceed the useful life of the assets.	9/12/2018 1:26 PM
3	As design professional we would yield to our developer partner for this decision	8/21/2018 12:58 PM
4	This question appears to be directed to financial firms. As a developer, the majority of our projects are usually built and sold/exited in a much shorter timeframe: within 5 years. However, we might consider other financing options.	8/21/2018 12:54 PM
5	N/A	8/21/2018 11:31 AM
6	N/A	8/21/2018 10:49 AM

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7	25. Term of deal: a. For a tax exempt debt solution there may be a 30-year maximum debt tenor (including the construction period) as the associated management contract term can only be for a maximum of 30 years. b. Taxable solutions debt can typically be structured for terms between 30 years (plus construction) and 40 years. In some instances debt may be available for longer terms than 40 years, but careful consideration should be given to value for money for such longer terms.	8/21/2018 9:34 AM
8	NA	8/20/2018 4:53 PM
9	N/A	8/20/2018 3:37 PM
10	As noted in Question 17, we would look to work with the County to analyze a number of different potential financing structures as part of the business case development for the project. Our analysis will evaluate the appropriate payment mechanisms, financing structure, and delivery alternative for the project, taking into account the County and City's goals for financing its project.	8/20/2018 3:09 PM
11	Not applicable to us. We have structured 30 and 40 year deals.	8/20/2018 3:03 PM
12	Term is flexible but should match the term of the lease/availability payment with the local government. 20 years or more is preferable.	8/20/2018 2:57 PM
13	As an architecture and design consulting firm, we do not provide direct financing.	8/20/2018 2:53 PM
14	N/A	8/20/2018 12:49 PM
15	When it comes to financing a development program, Edgemoor's preference varies based on the type of asset—public or private. For public assets, we prefer 30-40 years and for private assets (assuming a ground lease), we prefer it to be as long as possible.	8/20/2018 10:29 AM
16	Depends on the project	8/17/2018 1:32 PM
17	N/A	8/17/2018 11:50 AM
18	it really depends on many factors	8/17/2018 9:18 AM
19	We are general contractor. We do not finance projects.	8/17/2018 9:01 AM
20	will depend on our developer partner	8/17/2018 6:57 AM
21	We have undertaken multiple public private partnership's they have range from three year terms to 30 your terms. Inevitably it is a function of the strategic business plan of the public sector entity relative to sources and uses of funds.	8/16/2018 9:01 PM
22	We don't do the financing	8/16/2018 6:04 PM
23	75 years	8/15/2018 3:33 PM
24	TBD	8/15/2018 2:31 PM
25	N/A	8/14/2018 11:14 AM
26	Varies on the circumstances.	8/9/2018 10:20 AM
27	We are an A/E firm	8/7/2018 1:57 PM
28	No preference on finance terms, which would depend on the development program criteria and team structure.	8/5/2018 10:02 AM
29	Don't know. This is outside our area of expertise.	8/3/2018 1:55 PM
30	It is up to our developer and O&M partner, but typically 25 - 40 years.	8/3/2018 1:29 PM
31	Need to know more about overall underwriting and leasing terms	8/1/2018 9:15 AM
32	No comment	7/31/2018 7:07 PM
33	Do not finance ourselves.	7/31/2018 5:15 PM

Q26 What level of financing (minimal amounts or ranges) do you believe are required to enable project delivery on the scale anticipated for the Government Center Development Concept(s)?

Answered: 42 Skipped: 29

#	RESPONSES	DATE
1	The level of financing depends on the project scope and cost, the clients preferred payment mechanism, and assets that can be monetized through a third party that provides revenue to offset costs.	11/12/2018 3:45 PM
2	The answer would be dependent on a number of factors including the scope of the project, the complexity of the project, the term of the contract, the funding source, the risk allocation. Our main focus as a procurement advisor is to structure a procurement that will allow the County to maximize its project objectives subject to its funding ability.	9/12/2018 1:26 PM
3	As design professional we would yield to our developer partner for this decision.	8/21/2018 12:58 PM
4	Again, a little difficult to answer this question; the cost will vary based on the amount, type, location, and configuration of the development (and whether or not consolidated); also, the government's own budgetary resources and constraints and whether the project is done under a P3 model. We would expect the project to be financed from a range of sources that have a more long-term view (insurance, pension funds, etc.)	8/21/2018 12:54 PM
5	WSP conducts land value capture analyses and performs financial due diligence for projects using private finance. If it is a build to suit for the City and County, the annual rent would need to result in a return on cost (the net operating income/total project cost or NOI) of between 9% and 10%.	8/21/2018 11:31 AM
6	N/A	8/21/2018 10:49 AM
7	a. Given the scope description of the Project, we anticipate total financing requirements in the region of \$700 million to \$1 billion. b. As already stated this level of financing is readily available in the debt market provided the County / City are able to afford the repayments. c. The County / City has already identified that surplus land can be leveraged to contribute capital to the Project. Amounts raised from such disposals can be applied to minimize long-term financing. d. Additionally, if a DBFM approach utilizing a taxable debt structure is chosen, the County / City could consider also issuing tax exempt debt and utilizing the proceeds to minimize the debt in the DBFM company by using those proceeds to: i. Make a substantial completion payment to the Project Company or, ii. Make payments during construction (subject to certification and only as a fixed percentage of value in ground) (co funding) iii. If such an approach is used PFAL recommends that no less than 50 – 60% of the total Project funding requirement is provide by the DBFM Project Company.	8/21/2018 9:34 AM
8	Not applicable to builder	8/20/2018 4:53 PM
9	N/A	8/20/2018 3:37 PM
10	Based upon our understanding of the requirement we believe \$500M to \$1B of which we will bring a combination of debt and equity to complete the project.	8/20/2018 3:11 PM
11	We believe it is too early in the project development phase to properly rule out any level of financing for project delivery. We would look to assist the City and County with defining a business case to support its objectives for its real estate assets.	8/20/2018 3:09 PM
12	Answer depends on how much revenues can offset the debt and equity amounts required, the desired level of quality of the facilities, and market conditions when the construction is priced and delivered. Assuming no revenues, quick math based on today's market suggests as much as \$750 million: County Offices (assuming DBFOM): 500,000 x \$900/SF (all in cost*) = \$450 million City Offices (assuming DBFOM): 200,000 x \$900/SF (all in cost*) = \$180 million Structured parking: 1,000 stalls x \$35,000/stall = \$35 million Other desired facilities and features: \$50 million to \$100 million * all in cost includes design, construction, transaction/development fees, and financing costs, assuming a DBFOM delivery model.	8/20/2018 3:03 PM

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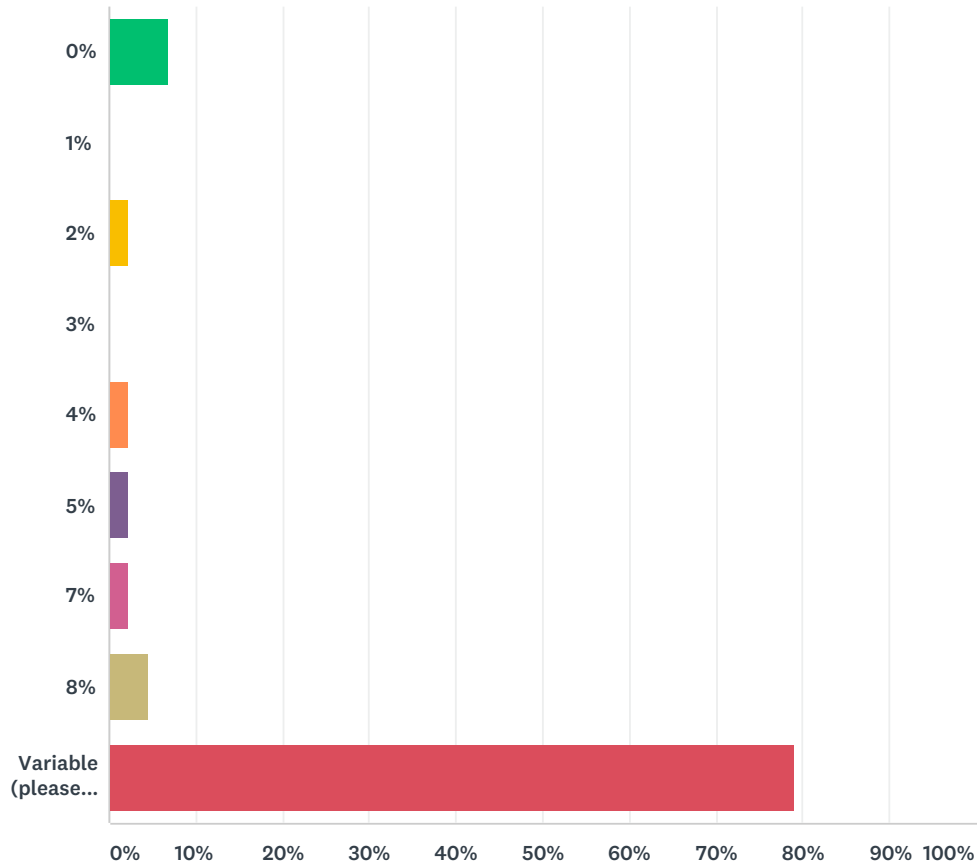
13	50% loan to cost or more, if a lease has a government guaranty then the financing could be as high as 100%.	8/20/2018 2:57 PM
14	As a design and consulting firm we do not provide our own financing; however, our experience as adviser's for public sector entities considering and delivering P3 projects along with an examination of successful projects indicates that some succeed with 100% developer financing while others have required significant public sector financing to achieve marketability. Once the project's parameters are more fully defined, the City and County should work with a P3 adviser to review the marketability of project elements and conduct a risk assessment and allocation exercise to better determine the level of public sector financial support that may be needed in order to advance a marketable P3 project.	8/20/2018 2:53 PM
15	N/A	8/20/2018 12:49 PM
16	For a project of this size and scale, we believe that an appropriate financing solution would include a mix of debt vs equity, as outlined below: • Public Asset – 80-90% debt, 10-20 % equity • Private Asset – 60-70% debt, 30-40% equity (a fully occupied/pre-leased office building would be closer to public sector requirements)	8/20/2018 10:29 AM
17	Based on our current understanding of the scope- between \$400m - \$500m	8/20/2018 6:44 AM
18	Don't have enough info to answer the specific question	8/20/2018 5:11 AM
19	There requires administrative, mobilization, and carry costs of the contractors, and that can be factored in based on the amount projected cost of the project	8/17/2018 1:32 PM
20	N/A	8/17/2018 11:50 AM
21	Seldom does a project costing less than \$25 million make sense in a P3 structure. There is no upper limit but on larger projects development timing become more important and often advantages dividing very large projects into discrete pieces.	8/17/2018 10:31 AM
22	\$1-\$2 billion	8/17/2018 9:58 AM
23	80-70% of the value	8/17/2018 9:18 AM
24	We are general contractor. We do not finance projects.	8/17/2018 9:01 AM
25	N/A	8/17/2018 7:28 AM
26	will depend on our development partner	8/17/2018 6:57 AM
27	We understand this question to be asking to provide guidance on the level of financing/funding to be provided by the County and/or City during the construction phase to support the project. In this regard, we are agnostic as to the level of financing provided during the construction phase to the extent the project is structured as a 100% availability based P3 and assuming the overall resulting debt funding requirement is within the market capacity for projects of this type.	8/17/2018 6:10 AM
28	The level of financing is difficult to respond to at this stage of project definition, but what can be said relates to the procurement methodology and the need to backstop the government repayment regime. If appropriation risk is provided, then the level of financing can be better managed. Further, the procurement method can greatly affect the view of the finance marketplace (for example, if a P3 Availability Payment is offered, as well as the Debt-Equity Ratio). Once defined, more clarity can be provided.	8/17/2018 3:33 AM
29	As previously mentioned, we have undertaken public private partnership's in the range of \$10 million-\$200 million on an individual building basis.	8/16/2018 9:01 PM
30	Circa \$1 billion	8/15/2018 3:33 PM
31	N/A	8/14/2018 11:14 AM
32	\$75 to \$100 million and up.	8/13/2018 2:22 PM
33	Uncertain	8/9/2018 10:20 AM
34	Tough question to answer with more info 40 million is our minimum deal size Top deal size is market related	8/8/2018 8:37 PM
35	We are an A/E firm	8/7/2018 1:57 PM
36	Don't know. This is outside our area of expertise.	8/3/2018 1:55 PM
37	Not sure. More of a developer question and depends on collateral land put in the deal.	8/3/2018 1:29 PM

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38	\$500 Million to \$1 Billion	8/2/2018 2:22 PM
39	I think you need to quantify and describe the Concept in more detail to answer this question.	8/1/2018 9:15 AM
40	No comment	7/31/2018 7:07 PM
41	no answer	7/31/2018 5:15 PM
42	Unknown	7/31/2018 4:58 PM

Q27 The City and County recognize that the scale of development under consideration will require significant internal resources. Therefore we are contemplating including provisions for recovery of administrative costs associated with the solicitation and negotiations process. What level of administrative cost recovery would be realistic given your financing structure?

Answered: 43 Skipped: 28



ANSWER CHOICES

0%
1%
2%
3%
4%
5%
7%
8%

RESPONSES

6.98% 3
0.00% 0
2.33% 1
0.00% 0
2.33% 1
2.33% 1
2.33% 1
4.65% 2

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Variable (please describe)	79.07%	34
TOTAL		43

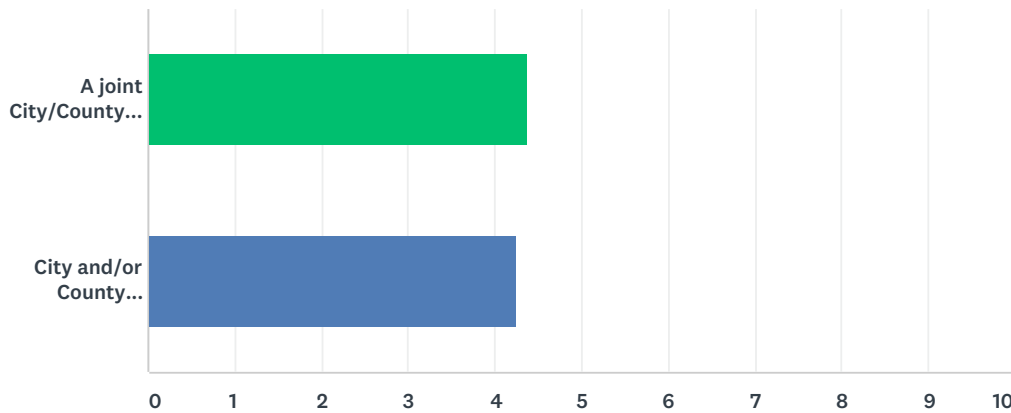
#	VARIABLE (PLEASE DESCRIBE)	DATE
1	It is reasonable for the County to request recovery for Administrative cost. However, the amount has to be specified prior to submitting a proposal and the same for all proposers.	9/12/2018 1:26 PM
2	As design professional we would yield to our developer partner for this decision.	8/21/2018 12:58 PM
3	Governments typically allocate a percentage of the project cost for administration; based on our experience this is anywhere in the range of 3-5%.	8/21/2018 12:54 PM
4	Varies based on project pursuit	8/21/2018 10:49 AM
5	Internal resource reimbursement; two possibilities discussed below a. If the intent is for the County and City to recover their own internal / consulting costs, any amount is possible. All that is required is a clear communication of the amount that must be included in the RFP response. The successful partner would include the cost in their financial model and reimburse the County at financial close. This approach amounts to financing the County / City development costs over the Project term. b. A potential and possibly better value approach may be to recover internal City / County costs from the proceeds of land sales thus minimizing the cost of financing, although as we have already discussed this may defer recovery for several years. The question may also refer to the amount the County / City is willing to pay as some form of cost recovery to unsuccessful bidders (who submitted compliant RFP submissions). This is a common practice in the industry and recognizes the significant cost (well in excess of six figures for a project of this size) that bidders incur at risk. For a project of this size a stipend of between \$500k - \$750k would be appropriate. This may be paid as follows: a. By the County / City immediately after financial close to the unsuccessful bidders, using County / City funds. b. Immediately after financial close to the unsuccessful bidders, by the successful bidder as part of the Project economics. For this latter approach, the RFP should clearly identify how much bidders should include in their financial models.	8/21/2018 9:34 AM
6	N/A	8/20/2018 3:37 PM
7	We would be more than happy to discuss.	8/20/2018 3:11 PM
8	The amount of administrative resources would be dependent, in part, on the delivery method and financing structure. The City and County may also wish to analyze operational opportunities within their organizations that can help to drive savings and generate efficiencies for delivery of the project.	8/20/2018 3:09 PM
9	This depends on whether the City/County want to also recover consultant costs and the amount of resourcing passed to your advisors vs doing in-house.	8/20/2018 3:03 PM
10	We typically negotiate a reimbursement agreement with the public entity that governs recovery of administrative costs.	8/20/2018 2:57 PM
11	In the event of an unsuccessful proposal, as an architecture and design consulting firm, we are seeking to recover costs accrued (plus market rate profits) during the preparation of the proposal. The magnitude of these costs varies widely based upon the level of analysis and design work required by the solicitation. 2-3% of total project costs provides a reasonable starting range for estimating these costs. Solicitations with minimal design requirements would fall at or below the bottom of this range while those requiring more substantial levels of design work would fall at or above the top end of this range.	8/20/2018 2:53 PM
12	N/A	8/20/2018 12:49 PM
13	When it comes to recovering administrative costs associated with the procurement and negotiation process, we are open to the County/City letting us know what number or percentage they would prefer and Edgemoor will carry that number/percent in our proposed budget. The County/City could also have 100% of their costs recovered and put into the overall project budget.	8/20/2018 10:29 AM
14	100% of the County and City administrative costs can be recovered by a cash payment at Financial Close. We would encourage you to resource effectively including bringing on quality advisors	8/20/2018 6:44 AM
15	recovery of administrative cost(s) would vary depending upon project size, period of time and level of pre-development costs (EIR, environmental, "DD" design)	8/20/2018 5:11 AM

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16	any cost would have to be factored in to our expenses so if it was required we could account for it at what ever % was decided on.	8/17/2018 4:32 PM
17	Depends on the size of the project	8/17/2018 1:32 PM
18	To answer this accurately we would need to better understand the nature of the developments the City and County are interested in.	8/17/2018 11:50 AM
19	It is possible to recover 100% of municipal investment on public facilities. On private development it is market driven. The question is, is the market demand mature. If so there should be full recovery. If not it becomes an economic development activity and public subsidy as a development incentive needs to be evaluated as to its public benefit.	8/17/2018 10:31 AM
20	Difficult to answer, depends on the product; 1-5%	8/17/2018 9:18 AM
21	depends on the solicitation and negotiation process. The longer the time the higher the %	8/17/2018 6:57 AM
22	We interpret this question as asking about the level of stipend developers would require to participate in an RFP process. For a project in the \$200 - \$500 million range, we would typically see a stipend of 0.3% to 0.5% of the capital cost of construction. The administrative fees vary considerably from transaction to transaction depending on the complexity of the project/site, the experience of the client/advisory team, and use of market tested templates and risk transfer.	8/17/2018 6:10 AM
23	It would be premature to address this as a percentage or fee amount until critical elements are defined. For example, utilities can be a large participation amount in cost recovery and the extent of that cost needs to be defined, as well as permitting and other compliance elements.	8/17/2018 3:33 AM
24	Without exception, each of our projects undertaking in Public Private Partnerships Bulletin Ray have had two stages. The first stage is the pre-development stage which generally takes the project through advance schematic or design development. At that point in time we establish an overall guaranteed maximum price and that becomes the basis for financing. The second phase them involves the actual execution of the construction documentation, construction, and subsequent completion operations and management. In some cases the public entity funds the pre-development expenses out of pocket, on some occasions they funded out of pocket with A reimbursement agreement, in some cases we have Funded the pre-development costs subject to reimbursement agreement or the ability to roll it into the longer-term second phase financing.	8/16/2018 9:01 PM
25	Reimbursement of such costs just increase the lease costs to the County and City. But for budgetary and/or political purposes the County and City may want that. For a project of \$1b this cost could be circa \$5m-\$10m	8/15/2018 3:33 PM
26	TBD	8/15/2018 2:31 PM
27	As long as the recovery is a part of the financing structure, it matters little whether the amount is 1% or 5%.	8/13/2018 2:22 PM
28	Better Estimated during RFP process when much more is known	8/8/2018 8:37 PM
29	We are an A/E firm	8/7/2018 1:57 PM
30	Don't know. This is outside our area of expertise.	8/3/2018 1:55 PM
31	Is this referring to a stipend or developer cost?	8/3/2018 1:29 PM
32	Depends on the delivery method and financing model selected.	8/2/2018 2:22 PM
33	It depends on the scale, timing and scope that are contemplated.	8/1/2018 9:15 AM
34	We are an Architectural practice.	7/31/2018 5:15 PM

Q28 Please indicate your interest in responding to the following solicitation approaches. Please explain your preference below.

Answered: 51 Skipped: 20



	VERY INTERESTED	SOMEWHAT INTERESTED	NEUTRAL	SOMEWHAT UNINTERESTED	NOT INTERESTED	TOTAL	WEIGHTED AVERAGE
A joint City/County solicitation	66.67% 32	14.58% 7	10.42% 5	6.25% 3	2.08% 1	48	4.38
City and/or County solicitations issued separately by each entity for its desired project(s)	54.90% 28	25.49% 13	13.73% 7	0.00% 0	5.88% 3	51	4.24

#	PLEASE EXPLAIN YOUR PREFERENCES.	DATE
1	Joining forces for a combined project brings more issues and risk with it. For example, how will you address shared costs like maintenance, operations, utilities, and payments? There's also egress, safety, security, and shared usage that all needed to be worked out in advance and agreed upon by the two agencies and their various departments. There's the question of how will these assets be defined on each entities ownership title given shared spaces. Separating the projects eliminates those issues but loses the economy of scale. Being separate brings more simplicity and results in us being somewhat interested. If you can work all the above out and build it into each entities governance so that it can be maintained even with leadership changes, and if you can bundle packages along risk profiles, then you can benefit from economy of scale and would result in us being somewhat interested. If that cannot be accomplished, then we would be somewhat not interested.	11/12/2018 4:09 PM
2	Our interest is to provide project delivery advisory services to the County.	9/12/2018 1:26 PM
3	Our strengths align with the apparent needs of the community.	8/21/2018 1:10 PM
4	We would be interested in either approach.	8/21/2018 12:57 PM
5	WSP has played a role on development projects using solicitations issued by joint partners or separate entities. A joint solicitation is beneficial because it aligns public stakeholders and commits stakeholders to a common vision and timeframe. Separate solicitations can be used if project ownership must rest with a specific party or if the partnering entities are constrained by regulatory requirements, political factors, or stakeholder interests.	8/21/2018 11:35 AM
6	Less interest in County Center.	8/21/2018 11:25 AM
7	Solicitation Approaches a. Both a joint and separate procurement can be attractive as long and either / both approach is well planned. b. For a joint approach, consider one party leading and the other supporting or establish a joint powers authority. c. Also consider comments made in the answer to question 16.	8/21/2018 9:55 AM

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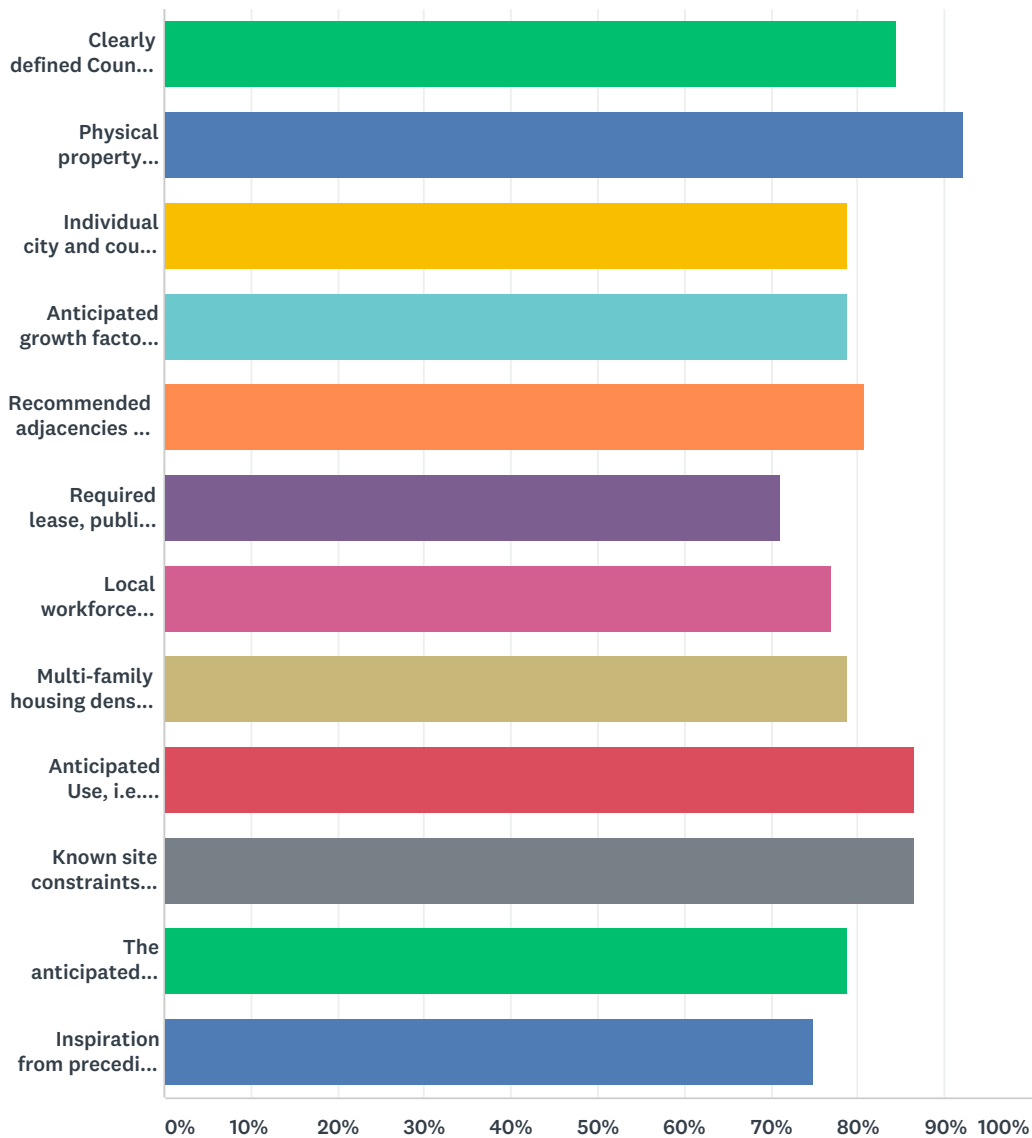
8	A joint approach for selection of a delivery partner leverages economies of scale and makes the civic portions of the project attractive to major developers/ investors/contractors. However, it will create political risk as City Council and County Board of Commissioners will need to approve the project agreement(s), related entitlements, and financing documents. This can be somewhat mitigated through a JPA or other 3rd party structure but not entirely. A joint approach for selection of a consultant/ advisor makes sense for cost sharing and efficiency in structuring the procurement and transaction. Separate solicitations for selection of delivery partners makes sense if the City and County have reservations about the complexity the joint approach will create in terms of development costs, long term payments Separate solicitations for selection of a consultant/ advisor makes sense to keep contracts more straight forward but may lead to some challenges if the City and County don't work well together; the separate consultants will align with their respective clients whereas a joint approach incentivizes the consultant to keep the City and County aligned for a common purpose. For the joint approach City and County will need an MOU and a joint steering committee empowered to lead the project.	8/20/2018 3:46 PM
9	Our preference is to act as master developer for the entire project, allowing for maximum flexibility. This way we can study options to consolidate government uses in ideal locations and maximize contiguous land available for a cohesive, desirable residential project.	8/20/2018 3:11 PM
10	We look forward to assisting either the City and County in conjunction, or separately, depending on the project needs.	8/20/2018 3:09 PM
11	Greater flexibility will provide increased competition for projects and will provide more opportunities.	8/20/2018 2:53 PM
12	Edgemoor is very interested in responding to separate solicitations issued by the County and City because each entity will be able to identify its own goals, objectives, and requirements for each project. With a joint solicitation, there is the potential for politics and policies to change in the County/City and the County/City may disagree with the other on preferred bidder selection. If the County and City chose to issue separate solicitations, that may result in multiple submissions, creating a high cost to pursue for interested firms. The County and City could create a combined entity using a joint powers authority (JPA)—forming such an entity may not only provide for more creativity but also could result in a more cost-effective procurement and project as well as create service efficiencies. Depending on the potential range of project size and cost, combined solicitations may be more cost-effective for the County and City and allow for a faster procurement and project timeline.	8/20/2018 10:36 AM
13	Independent solicitations will require more effort and add unnecessary cost for all parties	8/20/2018 6:48 AM
14	I believe a combined proposal allows for maximum flexibility regarding development options/highest best use of sites and desired results for all parties	8/20/2018 5:20 AM
15	Business is always interested	8/17/2018 1:38 PM
16	I have done 30+ of the type of developments you contemplate. Always at higher quality and lower cost and quicker delivery than the respective public client anticipated using traditional public delivery. Our interest is always the public's interest.	8/17/2018 10:44 AM
17	Prefer to deal with one entity at a time.	8/17/2018 9:33 AM
18	We have experience with both formats. Communication may be easier if it was a joint solicitation.	8/17/2018 9:09 AM
19	Both options will present interest to the contracting community. However, a joint RFP will result in a single contracting entity, which will allow overall greater value in terms of schedule and construction value. It will be easier for the public to access services provided by both agencies in a campus setting. Separate RFPs will encourage more competition and collaboration of best practices between the two project teams, and drive more competitive pricing (however, availability of resources may be a challenge).	8/17/2018 3:42 AM
20	No preference. We will be prepared to respond to either/or.	8/16/2018 9:08 PM
21	Economies of scale	8/16/2018 5:26 PM
22	If the projects can be combined it makes for the best project.	8/14/2018 11:26 AM
23	We would read the solicitations carefully and decide upon our actions accordingly.	8/13/2018 2:32 PM
24	Stability of transactional relationship is a significant issue The size of this deal will carry substantial risk just in ministerial processes and construction Most other transactional risks will need to be reasonable to attract partners with the know how and capital	8/8/2018 8:52 PM

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25	A joint solicitation has the potential to vet goals and expectations from both jurisdictions.	8/5/2018 10:02 AM
26	We would have to see the terms and details of the solicitation to evaluate, but it is certainly interesting.	8/3/2018 1:40 PM
27	Separate solicitations will result in duplication of certain administrative expenses which will cost the taxpayers more than a joint solicitation. A joint solicitation will result in economies of scale related to overall development costs, construction costs and financing costs.	8/2/2018 2:30 PM
28	It would depend on how well defined the solicitation request is presented -- subject to previous answers in this document	8/1/2018 10:12 AM
29	It doesn't matter if it's a joint procurement as long as there is a single procurement for the job as opposed to competing for multiple procurements. The reason is, depending upon the procurement type, the competitions become very expensive	7/31/2018 7:22 PM
30	As mentioned, we believe we can be competitive in this environment.	7/31/2018 5:20 PM
31	As a small company the individual solicitations will be easier to process.	7/31/2018 5:04 PM

Q29 What information should be in a final solicitation package? (Check all that apply)

Answered: 52 Skipped: 19



ANSWER CHOICES

- Clearly defined County and City financial contributions to the project
- Physical property descriptions
- Individual city and county department occupied existing square footage
- Anticipated growth factors for city and county departments
- Recommended adjacencies for city and county departments
- Required lease, public private partnership, or other applicable agreement terms and conditions
- Local workforce hiring requirements

RESPONSES

84.62%	44
92.31%	48
78.85%	41
78.85%	41
80.77%	42
71.15%	37
76.92%	40

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Multi-family housing density objectives	78.85%	41
Anticipated Use, i.e. office, assembly, public access/customer service (i.e. permitting, public records searches, public safety)	86.54%	45
Known site constraints (seismic, geotechnical, existing utilities, setbacks, etc.)	86.54%	45
The anticipated role of technology in operations and service delivery.	78.85%	41
Inspiration from preceding community visioning workshops or community surveys	75.00%	39
Total Respondents: 52		

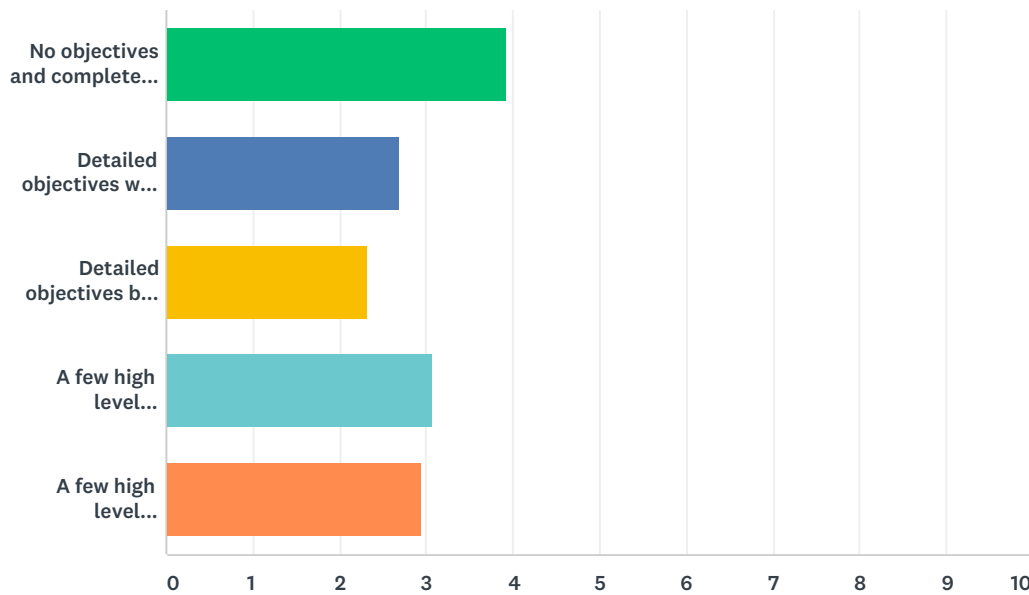
#	OTHER (PLEASE SPECIFY)	DATE
1	The County will need to decide which information is included in the RFQ/RFP and which is included in a secure data room.	9/12/2018 1:26 PM
2	We would yield to the developer for additional requirements.	8/21/2018 1:10 PM
3	Basically as much information as possible, but preferably also some sort of indication of the amount of private development that would be allowed, and the resources that might be available/ the mechanism the government intends to use to pay for their portion of the project.	8/21/2018 12:57 PM
4	a. All the options detailed are appropriate. b. With respect to the County / City program requirements, we recommend a professionally articulated programmatic statement with detailed descriptions of function and adjacencies and parking requirements. Pair that with a well-developed design guide and performance based specifications (e.g. facilities should be heated / cooled to 68 degree Fahrenheit plus or minus 2 degrees) rather than a prescriptive statement about what mechanical electrical solutions should be incorporated. c. Future requirements should be articulated in likely ranges rather than an open-ended statement requiring flexibility or even information about past growth, unless the requirement is to incorporate future growth assuming past growth is repeated. In general, future requirements can be very expensive and may be best accommodated in terms of master planning options rather than current provision.	8/21/2018 9:55 AM
5	This question and the next one (#30) depend on the procurement strategy so it is very hard to answer with regards to a final solicitation package (meaning RFP?) or regards to what level of specifications and for which portions of the program. Generally rules to successful procurements like this are: (1) share as much existing information as early as possible in the process; (2) before you launch the RFP (or similar), prepare a well thought out program with growth projections, a robust technology strategy, and densities, adjacencies, and open to closed office ratio at the departmental level; (3) decide on and be clear about what social ordinances you will require (e.g., prevailing wage, local hiring, affordable housing, workforce training).	8/20/2018 3:46 PM
6	We would expect that not all of the information listed above is available at this time. We would like to offer our assistance as part of the early planning process, and the potential for a formal deal can come later. We would be willing to work with the city and county to gather additional information under an exclusive negotiating agreement if selected as the master developer. Also, we would inquire about opportunities to streamline and expedite the city and county approval processes to assist with the Santa Rosa rebuilding effort.	8/20/2018 3:11 PM
7	Clear statement of the current zoning/entitlement status of all properties and a clear indication of the entitlement process and timeline for future development.	8/20/2018 2:53 PM
8	May sound cliché but the more information the better.	8/17/2018 9:09 AM
9	• Geotech and environmental studies • Affordability limit • Clear and transparent evaluation criteria • Payment mechanism and payment terms • Output specification	8/17/2018 7:05 AM
10	1. Qualifications requirements 2. Assigned and available personnel requirements 3. Understanding of Scope of Services requirement 4. Relevant experience examples 5. Understanding of program and project requirement 6. Fee requirement 7. Planned teaming partners information requirement	8/17/2018 3:42 AM
11	LEED targets, renewable energy goals, annual lease limits, design goals	8/16/2018 5:26 PM
12	Any available information will lead to a more complete proposal. Clearly there are limitations on what respondents can digest under and RFP/RFQ response; however, many of the items listed can have significant impacts on costs and the project's overall viability.	8/15/2018 2:43 PM
13	Possibility of 99 years leases with the public maintaining control of the land.	8/9/2018 10:25 AM

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14	LEED objectives Energy use Objectives	8/8/2018 8:52 PM
15	Anticipated plans to transit that impact access to proposed development projects, reduction of vehicular traffic, multi-modal transportation planning, etc. Sustainability and energy efficiency planning at both a City and County scale.	8/5/2018 10:02 AM
16	A Project Master Plan	8/1/2018 10:12 AM
17	Procurement type and delivery method	7/31/2018 7:22 PM
18	Telecommunications infrastructure requirements and details.	7/31/2018 5:04 PM

Q30 Based upon your prior experience working with governments, and given your understanding of available financing, tax incentives, and the options potentially available, would you in general prefer a solicitation (RFQ/RFP, or otherwise) that included which of the following prescribed objectives (rank order 1 least preferable to 5 most preferable):

Answered: 46 Skipped: 25



	1	2	3	4	5	TOTAL	SCORE
No objectives and complete flexibility in proposed campus location and development plan	60.47% 26	9.30% 4	11.63% 5	0.00% 0	18.60% 8	43	3.93
Detailed objectives with prescriptive requirements for proposed campus location and development plan	17.78% 8	20.00% 9	8.89% 4	20.00% 9	33.33% 15	45	2.69
Detailed objectives but with flexibility in proposed campus location and development plan	11.11% 5	8.89% 4	13.33% 6	35.56% 16	31.11% 14	45	2.33
A few high level objectives and flexibility in proposed campus location and development plan	6.67% 3	44.44% 20	11.11% 5	24.44% 11	13.33% 6	45	3.07
A few high level objectives with prescriptive requirements for proposed campus location and development plan	6.67% 3	13.33% 6	53.33% 24	22.22% 10	4.44% 2	45	2.96

Q31 Please provide any overall comments on best practices for municipal government center development projects.

Answered: 43 Skipped: 28

#	RESPONSES	DATE
1	Establish a strong internal team, both in-house and consultants, that can provide the necessary direction and approvals to expedite all phases. Keep it as simple as possible. Establish packages along risk profiles to engage experts in each category and not placing everything into one huge complicated package that only a couple of consortiums can respond to (Note that recently several major players have withdrawn from this PPP market). Spend the necessary time up front to work through your issues, develop thorough and complete package(s), and for a joint project, create a subcommittee that represents the interest of both governments and has the authority to bind both governments with their decisions. Two headed efforts rarely succeed. Allow for public buy-in and comments but ensure that this process cannot delay or derail the efforts of your PPP partner(s). Spend the time to develop a risk analysis and establish a contingency plan for those items identified. Set realistic and achievable goals and expectations.	11/12/2018 4:09 PM
2	Political champions Stakeholder alignment Clearly defined objectives Clear procurement process and evaluation criteria Dedicated internal team Experienced P3 advisors	9/12/2018 1:26 PM
3	A consensus mind set among community leaders and stakeholders. A clear vision aligned with market demands. A well funded project. A realistic and linear schedule.	8/21/2018 1:10 PM
4	Too generic of a question at this time but we would be glad to help you work through these in a preliminary study.	8/21/2018 12:57 PM
5	We provide advisory services, such as technical advice and due diligence, procurement support, project management, and property asset management. Our portfolio includes municipal infrastructure, civic and government buildings, urban regeneration, public realm, and road and transit investments. Successful municipal government development projects are neither reliant on putting together a project to meet a specific size or capital value, nor are limited to projects with a direct source of funding and financing. Government development projects are most successful when owners intend to: address complex design, construction, and operations needs; align interests and motivations of different stakeholders to reach project goals; transfer risks that are best managed by private parties; and, utilize the contractual arrangement to drive performance.	8/21/2018 11:35 AM
6	Avoid parking and traffic planning undermining project goals.	8/21/2018 11:25 AM
7	Provide a development plan consistent with current market conditions.	8/21/2018 11:02 AM
8	Best Practice for municipal government center development projects include the following: a. Clear project approval process and timeline. b. Appoint well-qualified advisors experienced in these kinds of projects to assist the County / City in planning, structuring and executing procurement for the Project. Such advisors would include P3 / alternative procurement advisors, financial advisor, specialist external legal advisor and technical consultants. c. With respect to surplus land, consider which approach will maximize value for the County and City; do not just leave the choice to bidders (see comments in the answer to question 16). d. Ensure that the County and City thoroughly understand and have clearly articulated your program requirements and likely scenarios for future growth. The market will respond creatively and unambiguously to clearly articulated scope statements. e. Clearly articulate minimum contractual parameters. We recommend publishing a fully developed Project Agreement / Development Agreement / Lease Terms for all bidders to bid respond to. f. Include sufficient time in the RFP stage for bidders to develop their proposals, including one-on-one confidential engagement with the County / City. g. Understand what you can afford (both capital and operating expenditure) and communicate that to bidders so they can frame a response you can afford to purchase. One way to do this is with an affordability ceiling expressed and the net present value of payments over 30 years at a stated discount rate.	8/21/2018 9:55 AM
9	Clear direction on final locations and adjacency for departments and services.	8/20/2018 4:57 PM

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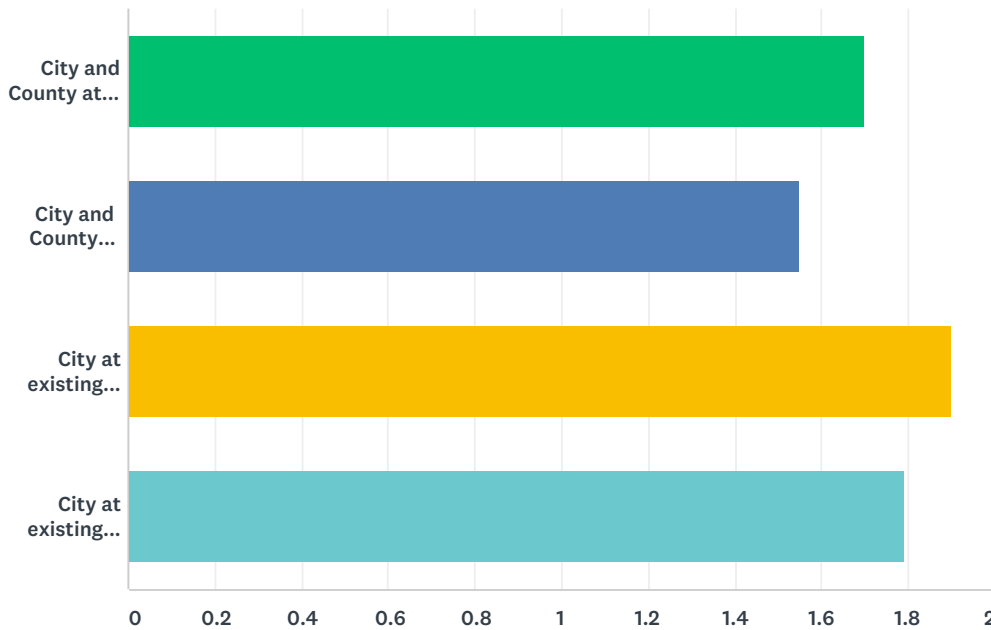
10	Specific to P3 undertaking... first and foremost through structured partnering approaches bridge the distrust gap between public and private entities to eliminate any signs of distrust of one another. Be open to Collaboration. Do your homework and reconnaissance. Quantify up front the definition of success. Pay Attention to Stakeholders. Recognize vulnerabilities. Search for acceleration opportunities. Allow for flexibility and multiple solutions to achieving the Vision. Be authentic. Have patience. ULI's Public-Private-partnership product council recently created a best practices to principles education guide. As a member of this product council I could help to facilitate a workshop if the County was interested. I believe some of my fellow council members have approached the City of Santa Rosa about conducting a technical advisory panel to help the City develop a resiliency plan for future development. 9-Have patience	8/20/2018 4:12 PM
11	Preparing for, funding, and managing organizational change cannot be overstated.	8/20/2018 3:46 PM
12	Defining the program parameters/requirements. Interacting with government agency representatives to define scope, budget, and timelines that meet public as well as private goals and objectives.	8/20/2018 3:18 PM
13	TBD	8/20/2018 3:11 PM
14	As discussed as part of Question 22, we believe that successful municipal government center projects begin with a well-defined business plan which considers timelines, risk transfer, and all potential delivery alternatives (including definitions of funding/financing). We can assist the City and County with analyzing its real estate assets, determining functional needs, and developing a full scale financial feasibility analysis and business case for the project to prepare for procurement.	8/20/2018 3:09 PM
15	It is recommended to engage the community early in the process. And to the greatest extent possible, environmental approval and entitlement risks should be borne by the public sector.	8/20/2018 2:53 PM
16	N/A	8/20/2018 12:53 PM
17	Best practices for municipal government center development projects: • Early alignment of objectives, goals, and project requirements • Suggest splitting the procurements into two “bid bundles” to separate the public and private asset/development • CEQA and entitlements— understanding the requirements and potential impacts to the procurement and project schedules • Political support for the project • Community support for the project • Identification of internal staff available to work on the project (during and after procurement) • Additional, experienced outside consultants on-board to assist with procurement (RFQ/RFP) Please see above responses for more detailed information on many of these bullet points.	8/20/2018 10:36 AM
18	In addition to the responses to Question 22, the following best practices should be followed: • Use industry standard documentation. There are several precedent projects that have been successfully closed. The Westcoast Exchange has excellent reference material that was developed in conjunction with Partnerships BC and is available to you. Using experienced advisors will also save time and money by starting out with a realistic risk profile that is bankable, rather than having a protracted negotiation to get there. • The procurement process should be fair, open and transparent. • When moving into the RFP stage, bidders will be spending a significant amount of time and money in preparing their responses. Approvals to proceed should be in place prior to issuing the RFP. • Clearly defined and prioritized project objectives should be specified. Output specifications should be performance based and not overly prescriptive to allow for innovation that produces strong value for money. • Funding sources for the project should be identified and affordability hurdles should be provided to bidders. This will provide you with the best economically viable solution. • Consult with other public sector owners who have been through the process to learn from their successes and failures	8/20/2018 6:48 AM
19	can't stress enough the importance of all stakeholders' alignment of issues regarding development scope, project delivery timing, appropriate risk transfer goals and political will.	8/20/2018 5:20 AM
20	we normally do residential so im not sure how good a fit we would be but i am willing to see if there is any way we can be of service.	8/17/2018 4:37 PM
21	Best Practices, A.Require a percentage of locals hired, B.Require a percentage of disadvantaged hired, C. Require a percentage of persons in recovery hired, and from training programs of governmental entities, and schools	8/17/2018 1:38 PM
22	See comment interspersed in previous questions.	8/17/2018 10:44 AM
23	The most inclusive the process, the final design and project will be developed.	8/17/2018 10:06 AM
24	A third party real-estate advisory may be able to produce a conceptual prospectus that make the product more attractive.	8/17/2018 9:33 AM

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25	transparency and execution	8/17/2018 9:09 AM
26	We strongly feel that the factors listed in our answer to question 20 capture our thoughts on best practices for municipal government center development projects. We very much appreciate the opportunity to participate in this market sounding and look forward to discussing our experience further with you should it be helpful.	8/17/2018 7:05 AM
27	Consider location carefully, provide a holistic approach, and consider public open space and amenities to the support the developments success.	8/17/2018 7:01 AM
28	Best practices include: analysis of master plan and program, risk management analysis, review of budgets, master schedule review, identification of make-ready projects, focused procurement, identification and implementation of a project and document controls program, safety program, and the development of a program/project management plan.	8/17/2018 3:42 AM
29	It is been experience that there has been an extraordinary range of clarity in depth in the various RF cues in art piece issued by a government agencies seeking public private partnership deliver their projects. We would urge that in the RFQ and/or RFP be very well considered and tailored to the specificities and goals of the government entities engaged in this particular undertaking.	8/16/2018 9:08 PM
30	Define use requirements, work flows, staffing, real estate goals	8/16/2018 5:26 PM
31	Leadership / Project management defined Scope defined budget defined deliverable defined schedule	8/14/2018 11:26 AM
32	Much prefer Design-Build or CMAR approach.	8/13/2018 2:32 PM
33	Honesty, Accountability, Transparency and Strong Authentic Community Engagement in the Planning process before the solicitation of Requests For Proposals even occur.	8/9/2018 10:25 AM
34	Best solution will likely be a team of cooperative specialist developers. Use RFQ process to determine best in class for each product type and help them form a coalition	8/8/2018 8:52 PM
35	Provide a well conceived and written RFP that is thoroughly vetted with leadership and significant stake holder groups, has a clearly defined funding strategy, a milestone schedule that realistically reflects entitlement, outreach, the governmental process in place and allows for reasonable flexibility to deal with the inevitable unforeseen circumstances in a municipal project.	8/7/2018 2:13 PM
36	Early engagement of the government and community stakeholders and users as well as development project team members is critical to initiating these types of projects.	8/5/2018 10:02 AM
37	Should be representative of community values including environmental responsiility.	8/3/2018 2:01 PM
38	City of Napa did a nice job with their solicitation. You may want to review that if you have not already.	8/3/2018 1:40 PM
39	Timely decisions	8/2/2018 10:14 AM
40	Local, Community Based Development - Community oriented design that reflects needs of the community to provide both short-term and long-term economic impact Program Driven - Client focused design aligned with programmatic direction to meet goals, value and investment returns Budget Based Design - Budget-based approach during pre-construction design and construction phases to ensure investment goals are maintained Market Driven - Market alignment to create short and long-term value - procure optimal entitlements, direct sustainable design, construction and leasing Disciplined Execution	8/1/2018 10:12 AM
41	Partnering sessions Qualifications based RFQ/P (see SFO procurement) Separate procurement for housing GMP Consider hiring a CM NO BRIDGING DOCUMENTS hire an architect to create programming Consider Design-Build delivery Use durable materials to minimize maintenance	7/31/2018 7:22 PM
42	A focused vision and clear goals tend to lead to the best outcomes.	7/31/2018 5:20 PM
43	None	7/31/2018 5:04 PM

Q32 The City and County have considered several locations for potential development and/or co-location opportunities. Based upon your prior experience working with governmental entities, and given your understanding of available financing, tax incentives, and the options potentially available, please indicate your interest in bidding on a solicitation (RFQ/RFP, or otherwise) with:

Answered: 48 Skipped: 23



	VERY INTERESTED	SOMEWHAT INTERESTED	NEUTRAL	SOMEWHAT UNINTERESTED	NOT INTERESTED	TOTAL	WEIGHTED AVERAGE
City and County at separate, existing locations	61.70% 29	10.64% 5	25.53% 12	0.00% 0	2.13% 1	47	1.70
City and County co-located in downtown Santa Rosa	68.09% 32	12.77% 6	17.02% 8	0.00% 0	2.13% 1	47	1.55
City at existing location (downtown Santa Rosa), and County at new location near Sonoma County airport	54.17% 26	12.50% 6	27.08% 13	2.08% 1	4.17% 2	48	1.90
City at existing location (downtown Santa Rosa), and County at new location elsewhere	59.57% 28	10.64% 5	25.53% 12	0.00% 0	4.26% 2	47	1.79

PLEASE EXPLAIN YOUR PREFERENCE AND/OR OTHER POSSIBLE SOLUTIONS.

DATE

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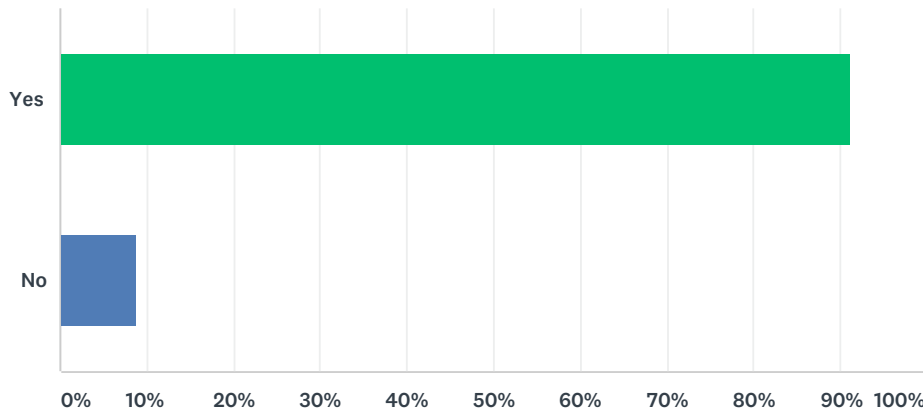
1	We are interested in projects that use the existing properties owned by either the City of County since that land is a known factor and there is existing documentation. We prefer locations where appropriate zoning already exists or is in the control of the City or County. We are less interested in a developer provided land swap or where new property has to be identified, vetted and procured as part of this process. These latter methods bring more uncertainty, more uncontrolled risk, and more variability.	11/12/2018 4:09 PM
2	We expect that each of these locations have plus and minuses to them, not all of which can be easily quantified. As procurement advisor, one of our task is to help evaluate which of these location will maximize the County and its stakeholders objectives.	9/12/2018 1:26 PM
3	As design professionals we believe all of these locations could provide for an excellent project for the community.	8/21/2018 1:10 PM
4	County airport location is not preferable for employees, commuting, housing, ...etc. Better in current location or in new location with more access to transit and services.	8/21/2018 11:25 AM
5	a. Very interested in all options, so long as they are well thought through and planned. b. In general, sites that are clear and free from encumbrances at the time the Project reaches financial close are attractive and should produce good value proposals from the market. (e.g. existing structures demolished, zoning in place, good geotechnical and services information) c. We recommend the County / City commission a formal options analysis; comparing the advantages and disadvantages and how well each option meets the County / City objects. For both the site choice and making the decision as to whether the County and City scopes should be provided jointly in a single campus or separately, such an analysis would provide an excellent basis for decision makers to choose and subsequently incorporate into the RFQ/RFP documentation.	8/21/2018 9:55 AM
6	Historically we've not seen cities and counties come together successfully without a comprehensive plan in place that details specific project and program requirements.	8/20/2018 4:12 PM
7	We have no site preference and, as your advisor, would hope that you would evaluate these options before you launch a procurement. As you can see from our ranking in #30 above, we do not think it is a good idea to be too open-ended in the procurement.	8/20/2018 3:46 PM
8	Co-location of city and county functions will maximize efficiency and reduce the complexity introduced by involving sites at the Airport or elsewhere. The Airport could be a good location for certain uses and should be explored, however. We would also want to understand the county's attitude towards preservation of newer vintage buildings (fleet building, sheriff's office, etc.) and the city's preferred locations in downtown Santa Rosa.	8/20/2018 3:11 PM
9	We believe it is too early in the project development phase to provide a full response to preference for co-location. We would look to work with the City and County to analyze the benefits and considerations for each structure.	8/20/2018 3:09 PM
10	The existing locations are a known quantity for both residents and employees, and may be easier to move forward. Co-location downtown could provide a dynamic work environment and influx of employees to further activate the city; this could spur additional development. The other two options have more unknown factors, thus neutral.	8/20/2018 2:53 PM
11	Economies and efficiencies siting both facilities on same campus footprint.	8/20/2018 12:53 PM
12	Based on past experience, we believe that it would be most efficient for the County and City to be co-located in the same space. This "single solution" would allow for better access to transit and create additional opportunities for improved/additional amenities (commercial, housing, retail, etc.) than if the County and City staff/offices were spread throughout county.	8/20/2018 10:36 AM
13	The City and County should have control over / own the sites being considered. Given the County doesn't own or control land at the airport, that option is of little interest.	8/20/2018 6:48 AM
14	I believe the City and County should drive the decision on where to locate their improvements (not the private sector).	8/20/2018 5:20 AM
15	My preference is the approach that maximizes public benefit and efficiency. The equation that works will need public impute.	8/17/2018 10:44 AM
16	The lack of a fully vetted vision makes it difficult to assess the optimization of the assets.	8/17/2018 9:33 AM
17	We are agnostic as to the site as long as it is clearly specified before the start of the competitive process and assuming an 100% availability based P3 transaction.	8/17/2018 7:05 AM

Government Center Development: Informational Survey and Questionnaire

18	Yes, we would appreciate the opportunity – at various aspects of your scope of work – to submit an AECOM proposal and would be specifically suited to provide owner’s representative services and program, project and construction management support services. The delivery of programs and projects similar to your current needs is AECOM’s core business.	8/17/2018 3:42 AM
19	Larkfield needs serious help stimulating it's economy.	8/16/2018 7:41 AM
20	Co location and utilizing similar spaces can be a benefit to the tax payer.	8/14/2018 11:26 AM
21	As you can see, we are open with regard to location. We'd absolutely like the City/County to own the properties wherever they are located, or be controlled by the City or County.	8/13/2018 2:32 PM
22	As a creative, problem solving A/E firm committed to collaboratively conceiving and delivering design excellent projects each scenario above is of interest.	8/7/2018 2:13 PM
23	All scenarios represented above offer unique opportunities from a design perspective. Existing locations can inform future development based on existing programs of neighboring facilities. New locations can provide opportunities to master plan a new campus, identify new programs, etc.	8/5/2018 10:02 AM
24	Need to see the terms and details of the solicitation.	8/3/2018 1:40 PM
25	A neutral interest is indicated at this stage as the project scope and cost, entitlement procurement, and market considerations are not defined or quantifiable.	8/1/2018 10:12 AM
26	All options are reasonable.	7/31/2018 5:20 PM
27	Traffic	7/31/2018 5:04 PM

Q33 If any of these locations had expedited permitting or financial incentives, would that create a significantly more attractive opportunity? And if yes, please indicate below what other incentives might create significantly more attractive opportunities.

Answered: 46 Skipped: 25



ANSWER CHOICES

ANSWER CHOICES	RESPONSES	
Yes	91.30%	42
No	8.70%	4
Total Respondents: 46		

#	PLEASE EXPLAIN WHY OR WHY NOT.	DATE
1	This is a risk allocation question and multiple factors will have to be analyzed to determine which location is most beneficial to the project.	9/12/2018 1:26 PM
2	Zero cost lease for any city/county owned property.	8/21/2018 1:10 PM
3	Expedited permitting and financial incentives directly affect the project economics. Permitting decreases the schedule, resulting in a tangible impact on the project's financial model. Financial incentives can also drive a developer to more efficiently manage risks (such as construction schedule). The most important "financial incentive" can be local funding of off-site infrastructure that would otherwise need to be funded by the developer. Those required items would be identified through the CEQA (California Environmental Quality Act) process as mitigating elements.	8/21/2018 11:35 AM
4	Development option(s) for the existing City Hall site, or any vacated County properties.	8/21/2018 11:25 AM
5	Would incentives make the opportunity more attractive? a. Yes b. Expedited permitting or financial incentives would make the opportunity more attractive as well as securing better value for the County / City. Any form of structure or commitment by the County / City that increases certainty or directly reduces cost helps the Project. For example, a commitment to an expedited permitting process allows bidders to minimize the design and construction schedule and remove risk premiums from price, both of which reduce the cost of the project. c. If any form of voter approval is required, ensure this is secured before soliciting proposals from the market. d. Other ideas that may assist: i. Zero (or reduced) cost of permitting. ii. CEQA. Streamlined and proactive process. iii. Relief from property taxes for a defined number of years following completion.	8/21/2018 9:55 AM
6	expedited permitting, expedited re-zoning, density bonuses, stipend for competition.	8/20/2018 4:12 PM
7	The Federal Tax exemption is a huge benefit the City and County should capitalize on.	8/20/2018 3:46 PM

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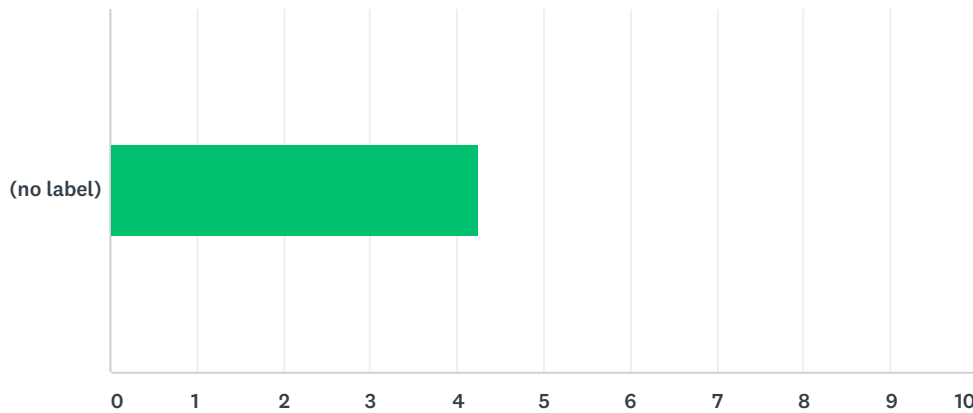
8	City assistance in fast-tracking the project. City/county Incentives to help close the gap between debt and equity financing.	8/20/2018 3:18 PM
9	Entitlements take a long time, and any reduction in the timeline for discretionary approvals would greatly improve a project's viability. Financial incentives would also be welcomed, but without more information about what the incentives might be it is difficult to opine on their attractiveness.	8/20/2018 3:11 PM
10	Yes. In our experience working with marketplace participants, such incentives generate a more attractive opportunity. Additionally, to the extent the City and County are able to offer incentives around zoning requirements for development that could create more value for developers.	8/20/2018 3:09 PM
11	Environmental approvals, entitlements and permitting all provide significant risks to a project's viability, costs and timeline. Mitigating these risks through pre-approvals and expediting provides a significant incentive to developers. Providing extensive information on site conditions, sub-surface utility conditions and related factors contributing to site development costs will help proponents manage these risks. Addressing any identified deficiencies with public resources will provide further incentive.	8/20/2018 2:53 PM
12	N.A	8/20/2018 12:53 PM
13	Yes, we would be very interested in locations that had expedited permitting and/or financial incentives. Permitting can be a large risk. If the County/City chose to control and manage that risk and allow for an expedited permitting process, we could better control cost and schedule, making the opportunity more attractive. Financial incentives are beneficial because it allows us to offer lower lease rates to the tenants, allowing the building(s) to be more competitive in the larger marketplace.	8/20/2018 10:36 AM
14	The location should be immediately available.	8/20/2018 6:48 AM
15	location within an "opportunity zone" or New Market Tax Credit Zone	8/20/2018 5:20 AM
16	Less cost	8/17/2018 1:38 PM
17	Expedited Permitting is highly beneficial. Not so much financial incentives.	8/17/2018 10:44 AM
18	Expedited transactions-one-stop shopping approach/hub transaction	8/17/2018 10:06 AM
19	Accelerated entitlement process.	8/17/2018 9:33 AM
20	fast tracking the entitlement/approval process is even more important than the permitting process	8/17/2018 9:09 AM
21	Expedited permitting would be a significant incentive for two primary reasons. One, it addresses a significant schedule risk when associated with a fixed-price, date-certain contract model. If the City or County can commit to specific timelines for permitting, with contractual relief if the timelines are not met, then this risk is substantially diminished. Two, in the context of this opportunity offered by the City and/or County, there is a potential conflict of interest which would be alleviated by an expedited permit process. Specifically, if the City and/or County is the contractual counterparty to the private partner, but also the authority having jurisdiction for permitting, there may be a concern regarding the potential for unfair delays to permitting as a means to apply pressure for some unrelated contractual issue.	8/17/2018 7:05 AM
22	Both are attractive as they allow for you and AECOM to expedite the schedule and scope of the project. We look forward to discussing with you the options for both within the RFP. We recommend an approach to financial incentives based on mutually agreeable KPIs.	8/17/2018 3:42 AM
23	We're in a rising interest-rate market. The sooner we can get to market project delivery for better rates we would anticipate obtaining. This would immediately reflect in longer-term lower cost of occupancy to the governmental entities. Therefore entitled sites expedite the process. We would also hope that sites could be delivered free of any hazmat material and therefore be environmentally clean. Also, do you technical conditions and stability of soil's aren't important factor for consideration as his topography of sites selected.	8/16/2018 9:08 PM
24	Real estate contributions, tax waivers, hotel tax waivers, code waivers	8/16/2018 5:26 PM
25	Not sure about impacts relative to incentives. Permitting speed is not often on the critical path for a project.	8/15/2018 2:43 PM
26	California entitlements are as rigid as any State, so being able to obtain CEQA approvals in a timely manner will be an important advantage.	8/13/2018 2:32 PM
27	Risk reduction is paramount	8/8/2018 8:52 PM
28	Well conceived incentives are beneficial to projects.	8/7/2018 2:13 PM

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29	Don't know. This is outside our area of expertise.	8/3/2018 2:01 PM
30	Expedited building permitting is helpful, however the entitlement processing particularly CEQA approval with a defined Master Plan would reduce project financial risk factors.	8/1/2018 10:12 AM
31	Expedite permits, give parking breaks for development, increase FAR	7/31/2018 7:22 PM
32	We can work with all options, incentives or not.	7/31/2018 5:20 PM
33	Include telecommunications infrastructure requirements in CEQA filings. Locate telecommunications infrastructure where neighbors will not be impacted for permit process.	7/31/2018 5:04 PM

Q34 How likely is your firm or organization to submit a proposal for any subsequent RFQ/RFP, if issued?

Answered: 50 Skipped: 21



	VERY LIKELY	SOMEWHAT LIKELY	SOMEWHAT UNLIKELY	VERY UNLIKELY	UNCERTAIN AT THIS TIME	TOTAL	WEIGHTED AVERAGE
(no label)	64.00%	20.00%	2.00%	4.00%	10.00%	50	4.24
	32	10	1	2	5		

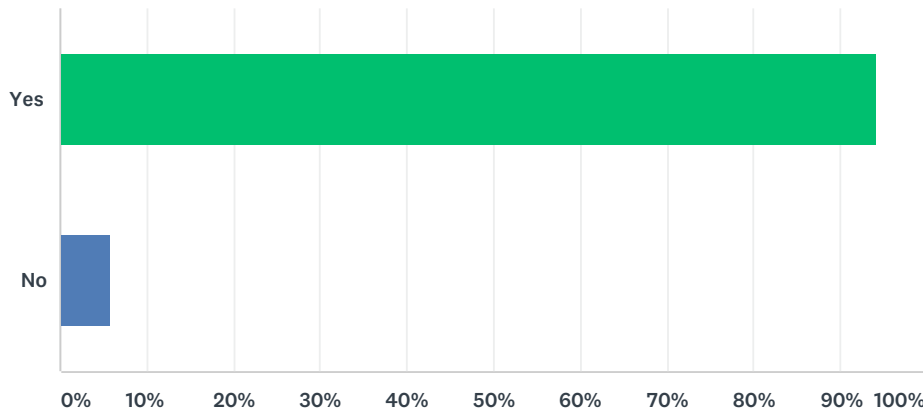
#	PLEASE EXPLAIN.	DATE
1	Our determination will be based on the makeup of each bundle, the risk allocation and alignment, and the necessity to provide team members expertise outside of our core business model. Please refer to answers to questions 16 and 18 for our ideals.	11/12/2018 4:09 PM
2	Our objective is to advise the County for its procurement of the project. We will not be bidding on this project in a developer team.	9/12/2018 1:26 PM
3	Our strengths align with the needs of this project.	8/21/2018 1:10 PM
4	WSP views Government Center Developments projects as very attractive because our firm's technical abilities match these assets' requirements. Live-Work-Play communities continue to be embraced by a growing number of cities as part of a strategy for accommodating growth and realizing economic development while improving livability. From planning through design, to construction and start-up, urban community projects are complex and require interdisciplinary development strategies. Our firm has worked on 106 P3 projects and closed 60 P3 transactions in North America. We have served as the owner's advisor on more than 65% of our transactional project history in the United States. As a result, we would likely have an interest in serving as an owner's advisor or become a part of a developer's team if the City and County were to pursue this project.	8/21/2018 11:35 AM
5	Will depend whether there is an opportunity for small business or not.	8/21/2018 11:25 AM
6	Depends on the specific property offering and development plan.	8/21/2018 11:02 AM
7	How likely are we to submit a proposal to a subsequent RFQ/RFP? a. Very Likely b. As described, we are advisors and we are skilled and very interested in providing services to the County / City to assist you in structuring and executing the procurement of your project. We can tailor our services to meet your budget. c. We recognize that the services of consultants can be a material current cost. However, we suggest that such costs are placed into the perspective of a well-planned, well-structured project that achieves a best value outcome. There is a material body of quantitative evidence that demonstrates; well-planned projects save many millions of dollars in outcomes (potentially in the range of 15-20% of the project's overall costs), that far exceed the cost of advisors and internal resources committed to the planning effort.	8/21/2018 9:55 AM

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8	At KTGy we specialize in residential planning and design across every scale, typology and density of housing out there. As the second largest residential design firm in the country with an office in Oakland and with projects throughout Marin, Sonoma and Napa counties we feel compelled to contribute to the visioning and development of what could be one of the most significant and meaningful development opportunities in the Bay Area in a generation. We have been involved in several large scale public-private-partnerships to date, most recently in Irvine, CA at the El Toro Great Park site, working closely with City and County officials alongside our private development partner. I was personally involved in the pursuit and subsequent negotiations for the downtown Napa Civic Center Mixed-use Gateway project. We would be more than happy to share our experiences and perspectives gained from our participation on similar P3 developments.	8/20/2018 4:12 PM
9	For advisory services.	8/20/2018 3:46 PM
10	We would prefer to assist the city and county in their fact-gathering and planning efforts at this early stage and then see if there is an opportunity to work together to redevelop these sites. We have found that the RFQ/RFP process can be somewhat arduous and cause friction in the community.	8/20/2018 3:11 PM
11	We are optimistic that there will be projects out of this development that align with our expertise and we would enjoy working with the County of Sonoma and City of Santa Rosa on this transformative development in some form or manner.	8/20/2018 2:53 PM
12	The potential government center(s) is an attractive opportunity to partner with a world-class client to deliver potential government center projects and amenities that will help "enrich the community's quality of life and create economic vitality." Given our experience with similar projects (P3, design-build, and California-based) and our vested interest in the Sonoma County/Northern California community, we would be thrilled to partner with the County and City to develop such an exciting and necessary project. We would welcome the opportunity to meet with Sonoma County and the City of Santa Rosa to discuss our survey responses and provide our insight on the P3 procurement process.	8/20/2018 10:36 AM
13	Having toured the existing buildings and available sites, there is clearly a strong need for the project. Using our experience on other local government projects, we believe we can develop a compelling solution.	8/20/2018 6:48 AM
14	California P3's are a core market for Atwater Infrastructure Partners	8/20/2018 5:20 AM
15	Depends on what we are focused on	8/17/2018 1:38 PM
16	In particular our, Trammel Crow group will have their own opinion. We will forward the survey to them as well.	8/17/2018 9:33 AM
17	We are very interested in the region	8/17/2018 9:09 AM
18	We are very likely to submit on the RFP based on receiving from you: a detailed project program, performance criteria, program and project budgets, master schedule and a well-defined scope of services and deliverables. We look forward to discussions and agreements relating to the financial feasibility of the program/project for you and AECOM, and the ability to arrive at mutually agreeable terms and conditions.	8/17/2018 3:42 AM
19	Again, subject to a thorough review of the Solicitation.	8/13/2018 2:32 PM
20	Based on the nature of the RFQ/RFP (e.g. P3 development procurement), we would be interested in submitting a proposal for planning and design services as well as being part of a developer team.	8/5/2018 10:02 AM
21	As an architectural firm, we would not be the lead entity on the proposal. But we would do everything possible to be a member of a development team that shares our values and objectives.	8/3/2018 2:01 PM
22	It will depend on the RFP project scope, master plan, entitlement risk and market factors.	8/1/2018 10:12 AM
23	The complications for an Architect is to secure a developer to pursue a project like this.	7/31/2018 7:22 PM
24	Participation depends entirely on the size of anticipated project, and whether or not we believe we can be competitive.	7/31/2018 5:20 PM
25	Telecommunications infrastructure development.	7/31/2018 5:04 PM

Q35 Recognizing best practices from other jurisdictions we anticipate that more in depth conversations would be helpful. Would you be interested in participating in a follow-up meeting or telephone conversation for eliciting further feedback from you?

Answered: 51 Skipped: 20

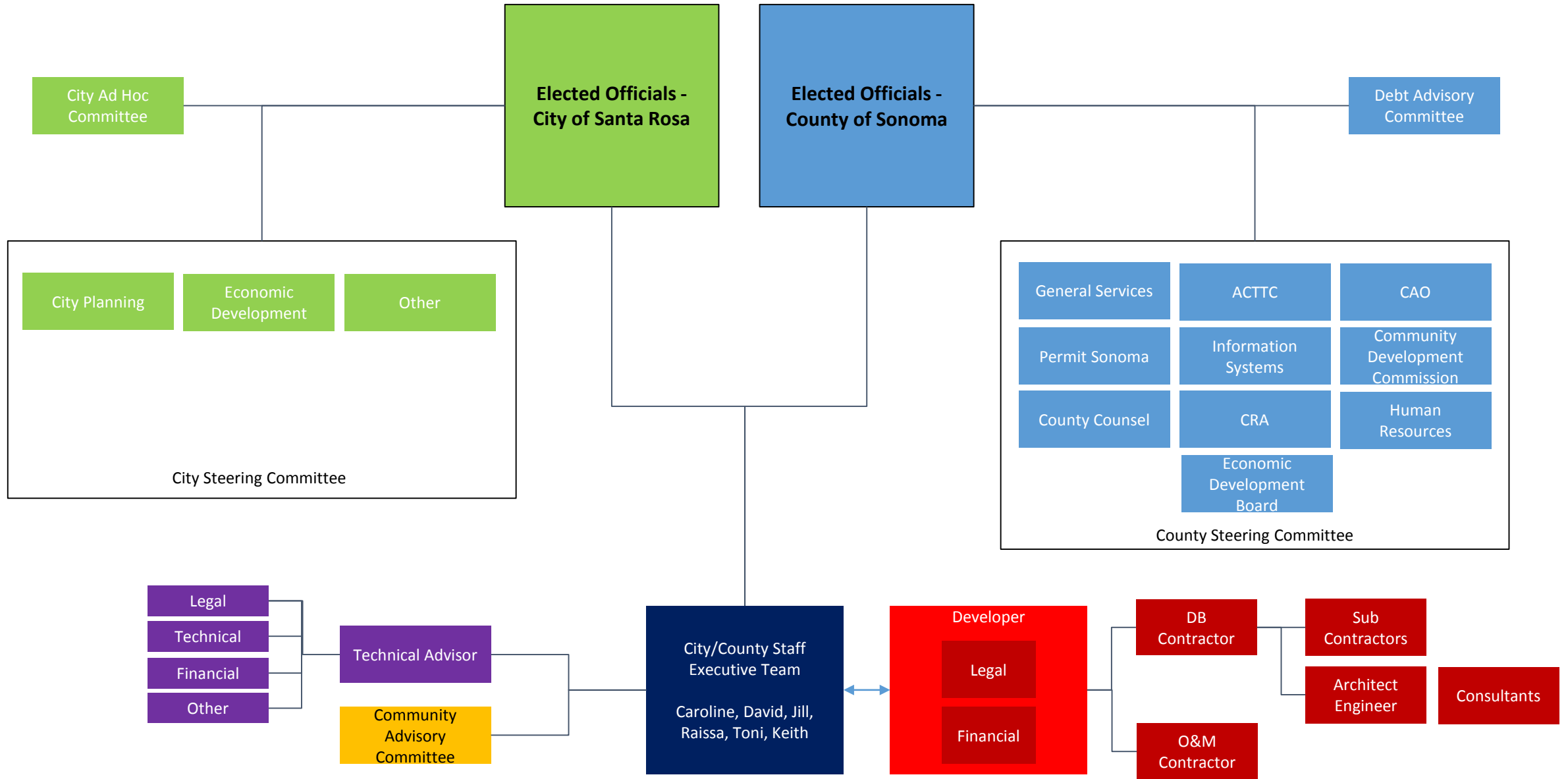


ANSWER CHOICES

RESPONSES

Yes	94.12%	48
No	5.88%	3
TOTAL		51

ATTACHMENT F - INITIATIVE GOVERNANCE STRUCTURE



Attachment G-Costs of Consultants

City of Napa Civic Center Consultants		Total Consultant Cost to Date \$5,841,360		
Consultant & Firm	Contract Scope	Contract Price	Date/Contract #	Notes
Project Advisor: Jones Lang LaSalle Americas Inc.	Initial Contract: 1. Pre-Solicitation Due Diligence- a. programming (\$40K), b. real estate analysis (\$20K), c. cost estimates and financial evaluation (\$30K). 2. RFQ Development (\$35K)	\$125,000	12/20/14, C2015033	JLL was already under contract with the City of Napa. No RFP/RFQ issued for these services
	Amend 1: Scope is comprised of three main phases: 1. Completion of RFQ 2. RFQ marketing and evaluation 3. RFP Development	\$295,000	3/27/2015	
	Amend 2: RFP Development new services to include: 1. The development of the City's Program for all non-public safety functions, development of performance specifications for design, construction, operations and management. (\$130K) 2. Assist the City in the Evaluation and Selection of a development partner for both public and private development components. (\$160K) 3. Support in negotiations of final development agreements. (\$140K)	\$430,000	8/16/2016	
	Amend 3: Technical consulting services from AECOM related to design modifications that may be proposed during negotiations.	\$43,000	9/5/2017	
	Consultant total to date	\$893,000		
Project Management: Arup North America	Initial Contract: Assist City to prepare for and begin ENA negotiations	\$124,500	FY 16/17	Issued RFP for PM and received 4 proposals on 03/27/17
	Phase 2 Amend 1: provide project management services to manage the overall Project for the City, coordinate the City's advisor team through all phases of the project, construction oversight, tracking and reporting the private development process, and ensuring the City's contractual obligations in the Project Agreement(s) are met.	\$875,120	File #1044-2017 09/05/17	
	Phase 3 Amend 1	\$801,720		
	Expenses to Contract Amend 1	\$35,000		
	Consultant total to date	\$1,836,340		
Special Legal Counsel: Sheppard Mullin	Initial Contract	\$249,000		The City Attorney solicited proposals and interviewed three law firms with substantial experience with the negotiation and documentation of similar contractual structures. After evaluating the respective qualifications and experience of the competing firms, along with an evaluation of references, the City Attorney selected the firm of Sheppard Mullin Richter and Hampton LLP ("Sheppard Mullin") to provide the primary legal services for this project related to the drafting of Project Agreements under the ENA.
	Phase 2 (anticipated)	\$1,250,000		
	Consultant total to date	\$1,499,000		

Attachment G-Costs of Consultants

Consultant & Firm	Contract Scope	Contract Price	Date/Contract #	Notes
Bond Counsel for debt financing: TBD				The City team is still in the process of evaluating candidate firms for financial legal services.
Legal Services to review project entitlements and review of environmental documents: Jarvis Fay Doport and Gibson				
Financial Advisory: Public Financial Management	Initial Contract	\$155,020		
	Phase 2 (anticipated)	\$125,000		
	Consultant total to date	\$280,020		
Architectural and Technical Review: Jones Lang LaSalle Americas Inc.	Initial Contract: Assist City to prepare for and begin ENA negotiations	\$850,000		
	Amend 1:			
	Amend 2:			
	Phase 2 Amend 3: technical building specifications, pricing, and architectural review services in support of negotiations in Phase 2B	\$43,000		
	Phase 3 (Anticipated)	\$265,000		
	Consultant total to date	\$1,158,000		
Environmental Planning: First Carbon	Consultant total to date	\$175,000		Estimated: The City is in the process of finalizing a scope of services and agreement with an environmental consultant, First Carbon Solutions. All costs of private development will be paid by PPN

City of Long Beach Civic Center Consultants		Total Consultant Cost to Date \$6,545,438		
Consultant & Firm	Contract Scope	Contract Price	Date/Contract #	Notes
ARUP	Financial, Architectural & Community Outreach	\$1,086,578	12/3/2013	City finance director initially involved. ARUP provided financial support and brought in third advisor: Michael Palmieri of P3 Consulting
	Advisory and contract authority for P3 DBFOM. Assisted in preparation and issuance of Request for Proposals and analysis of submittals	\$2,983,860	12/9/2014	On 01/27/14: Board of Harbor Commissioners agrees to participate in RFP with no obligation to proceed to contract
	Michael Palmieri of P3 Consulting	\$495,000		
	Consultant total to date	\$4,565,438		
Sheppard Mullin Richter & Hampton	Legal Counsel	\$1,100,000		
		\$880,000	12/9/2014	Contract authority increased
	Consultant total to date	\$1,980,000		

Attachment H: Project Delivery Comparisons

Performance Based Infrastructure Projects

	City of Long Beach New Civic Center	Napa	Santa Clara County	Contra Costa County
General Project Description	<p>New Main Downtown Library, City Hall and Port Building to replace existing seismically unsafe facilities. New parking facility and revitalization of Lincoln Park.</p> <ul style="list-style-type: none"> An 11 story 254,000 sq.ft. City Hall An 11 story 237,000 sq.ft. Port Headquarters Building A two story 92,500 sq.ft. Main Library A 73,000 sq.ft. Civic Plaza New underground parking with 469 spaces Central utility plant A three rooftop solar array system to provide up to 25% of the Civic Center energy needs Revitalized City Lincoln Park. Total Civic sq.ft. = 583,500 	<p>New Public Safety and City Administration Building</p> <ul style="list-style-type: none"> Civic Center: new 112,193 sq.ft., three floor building housing City Administration includes City Council Chambers, City Council, City Manager, City Clerk, City Attorney, Human Resources, Finance, Community Development, Public Works, Fire Prevention, and Parks & Recreation City of Napa Fire Station #1: new 13,167 sq.ft. , two story building Clay Street Garage Expansion: additional 114,200 garage addition. Adds 271 parking spaces Total Civic sq.ft. = 239,560 	<p>New Civic Campus</p> <ul style="list-style-type: none"> 1.15 million square feet rehabilitated, replacement or new facilities Site A (Richey Site): 500,000 sq.ft office space for public safety and justice services, 2,400 parking space multi-level garage, Central Plant, Logistics Hub, street and onsite improvements. Demolition of existing buildings. 8.9 acres Site B County Campus: Office space and structured parking. 4.5 acres Site C County Campus: Office space and structured parking. 10.3 acres Site D Development & Urban Village: Mixed Use Development and structured parking. 16.3 acres Total Civic sq.ft. = 1.15 million 	<p>Rodeo Downtown</p> <ul style="list-style-type: none"> Development plans for two locations including new town plaza. Site A - 1.5 acre vacant County owned property with three parcels. Residential mixed use, commercial and artist live-work development. (former RDA site) Site B - 189/199 Parker Avenue, 12,500 sq. ft. parcel with existing 5,063 sq. ft. building located west of the Town Plaza site. Relocate senior center. Requirement for 15% affordable, subject to negotiation. Total Civic sq ft. = TBD
Site Acreage	<p>15.8 acres Civic: City Hall 2.82 acres, Port 0.61 acres, Library 4.91 acres (includes Lincoln Park) Private Development: 7.46 acres</p>	<p>4.71 acres Civic: 1.23 acres (doesn't include Fire Station or Parking acreage) Private Development: 3.48 acres (Superblock)</p>	<p>55 acres Civic Development 23 acres Site A: 8.9 acres Site B: 4.5 acres Site C: 10.3 acres Private Development Sites D & E: 6.5 + 9.8 acres = 16.3 acres</p>	<p>1.6 acres Site A: 1.5 acres Site B; 12,500 sq. ft.</p>
Agreement	DBFOM Design/Bid/Build/Finance/Operate & Maintain	DBFOM Design/Bid/Build/Finance/Operate & Maintain	Design Build	Unknown
Entities	Plenary Edgemoor Civic Partners (PECP)	Plenary Properties Napa (PPN) ownership entity consisting of Plenary, Stanford Hotels Corp., Cresleigh Homes Inc	Low through 8/17, Genlser	In RFQ/RFP process. Issued December 2016.
Commercial Development Components	<p>3rd & Pacific: multi-family residential with up to 200 units with 250 parking spaces. Center Block: 2 building mixed use. Up to 580 residential units, 32,000 s.f. retail, 200 room hotel, 725 parking spaces. 10% units affordable to moderate income residents</p>	<p>Hotel Development in partnership with Stanford Hotels Corp: 200 minimum rooms 4 star hotel on 2.2 acres 60 minimum Residential Units on 1.25 acres Developed and owned by Cresleigh Homes Inc. Retail on Superblock site Hotel total s.f. = 222,000 <u>Residential s.f. =102,235</u> Total = 324,235</p>	Mixed use development on North First Street. Approximately 2 to 2.2 million GSF Private Development or Future Growth	Mixed use development in unincorporated Rodeo downtown.
Project Costs: Construction, Permitting, Management and Relocation	\$300.7 million	\$110.2 million	Not public information.	Not yet defined.
Total Debt Service Cost	\$531 million	Not public information.		
Annual Debt Service & Term	\$12.6 million 43 year	\$5.8 million 40 year	County intends to debt finance Phase I – Richey site, Public Safety and Justice Center	Not yet defined.
Cost per Square Foot	\$21	\$24		

	City of Long Beach New Civic Center	Napa	Santa Clara County	Contra Costa County
Cost for Leasing Class A Office Space in Area	Range of \$27 to \$36			
Government Finance Sources	City Cash: \$18.78 million Land Sales: \$21.7 million	Transient Occupancy Tax: \$2,730,155 Land Sales \$14.35m	Not planning on selling land.	Not yet defined.
Build-to-Suit Projects				
	County of Alameda Social Services Building	City of Alameda Landing and Bayport		
General Project Description	Mixed use commercial and residential development.	700,000 square foot retail and office on former naval base. Includes 889 units of residential (22% affordable) and elementary school		
Site Acreage	2000 San Pablo Ave. Oakland CA 94612	218 acres, includes 72 acres for residential and 11 acres for public park		
Commercial Development Components	88 residential units and 150 stall parking structure	300,000 square feet of Retail space, 400,000 square feet of Office space,		
Project Costs: Construction, Permitting, Management and Relocation	\$80 million Cost was \$44.35 per square foot	\$90 million of new infrastructure Total project costs not available		
Debt Service & Term (if applicable)	County paying 30 years of rent totaling \$136 million with a buyout option for \$19 million	Not available		
Developer Finance Sources	\$51.7 million in tax free public bond financing along with private loans	Not available		
Government Finance Sources				
Debt Financed Projects				
	Solano County Government Center	Sonoma County Juvenile Justice Center		
General Project Description	6 story 300,000 square foot County Administration Center, including a five level 1008 car parking garage, 43,000 square foot Probation Building and expanded Co-generation facility completed in 2004	150,157 square foot concrete building completed in 2005 to provide secure residential housing with up to 140 beds split into seven sleeping units, two for maximum security inmates. The new center also includes two new juvenile courtrooms and offices for district attorneys and public defenders.		
Site Acreage	6.54 acres	At Los Guillicos Campus: 248 acres total		
Commercial Development Components	None	None		
Project Costs: Construction, Permitting, Management and Relocation	Over \$90 million	\$4.96 million for the courtrooms and \$32 million for housing unit		
Debt Service & Term (if applicable)	Term of certificates 30 years with varying interest of 2-5% over course of term. Annual average debt service \$7.3 million	Term of certificates: 13 years Average annual debt service \$437,000 per year		

Developer Finance Sources	Not applicable	Not applicable		
Government Finance Sources	<p>Certificates of Participation: 2 separate issuances</p> <ul style="list-style-type: none"> • \$118.33 million in certificates of participation in December 2002 • Another \$99.86 million in certificates were issued Feb. 2, 2007, to pay off part of the 2002 bonds. 	<p>Certificates of Participation: 2 separate issuances</p> <ul style="list-style-type: none"> • The bonded portion of the financing for the JJC was \$4.96 million for the courtrooms (2003 Series B COP) • 2002 Series B Tobacco Securitization bonds in the amount of \$32 million. • In 2013, COP's were refinanced. 		
Deferred Maintenance Programs				
	State of California General Services –K-12 School Deferred Maintenance program	City of San Jose Facility Management Division of Public Works Deferred Maintenance Program		
General Project Description	<p>Program identified 11 categories described in the Education Code Section 17582.</p> <p>Included building systems without which the building could not function including: asbestos abatement, lighting, electrical, floor coverings, HVAC, lead paint abatement, painting, paving, plumbing, roofing, UST remediation, and wall systems.</p> <p>Program is inactive now</p>	<p>Deferred maintenance on 400 buildings with 5 million square feet.</p> <p>Program increased to improve 90% of Preventative Maintenance activities from the 38% Preventative Maintenance program in FY 2011-12. (not bond funded)</p>		
Project Costs: Construction, Permitting, Management and Relocation	\$254,430,098	Deferred maintenance backlog of \$147 million		
Government Finance Sources	Bond financing to school districts and County offices of education for 5 year program from FY 2008-09 – FY 2012-13.	Funding through General Fund and Construction and Conveyance Taxes		