

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

**TUESDAY**

**JANUARY 9, 2018**

**8:30 A.M.**

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

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

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

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

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

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

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

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

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

***APPROVAL OF THE CONSENT CALENDAR***

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

***PUBLIC COMMENT***

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

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

**I. APPROVAL OF THE AGENDA**

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

**II. NOMINATION AND ELECTION OF BOARD CHAIR, VICE-CHAIR AND CHAIR PRO-TEM**

**BOARD OF SUPERVISORS**

**AND**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT  
IN-HOME SUPPORTIVE SERVICES (IHSS) PUBLIC AUTHORITY**

**OCCIDENTAL COUNTY SANITATION DISTRICT**

**RUSSIAN RIVER COUNTY SANITATION DISTRICT**

**SONOMA COUNTY PUBLIC FINANCING AUTHORITY**

**SONOMA COUNTY WATER AGENCY**

**SONOMA COUNTY WATER AND WASTEWATER FINANCING**

**AUTHORITY**

**SOUTH PARK COUNTY SANITATION DISTRICT**

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

**AND**

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Gorin, Zane, Mayor Agrimonti)

**AND**

**COMMUNITY DEVELOPMENT COMMISSION**

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

1. Selection of Officers 2018 –
  - A) Adopt a Resolution appointing the Chair, Vice-Chair and Chair Pro-Tem for the year 2018 for the Board of Supervisors, Directors and Commissioners;
  - B) Adopt a Resolution naming the officers of the County of Sonoma Public Financing Corporation;
  - C) Adopt a Resolution naming the officers of the County of Sonoma Public Financing Authority; and
  - D) Adopt a Resolution naming the officers of the Sonoma County Water and Wastewater Financing Authority.

**III. SEATING SELECTION AT THE DAIS.**

**IV. REMARKS OF THE INCOMING CHAIR**

2. Establish assignments for members of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency for the year 2018.

**V. CONSENT CALENDAR**

**REGIONAL PARKS**

**AND**

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

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

**AND**

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Gorin, Gore, Agrimonti)

3. Concurrent Resolution Making Findings of a Continuing Need to Perform Emergency Work to Stabilize Dangerous Conditions Resulting From the Sonoma Complex Fires Adopt a Resolution Doing the Following:

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

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

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

**AND**

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

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

**AND**

**COMMUNITY DEVELOPMENT COMMISSION**

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

- 4. Authority to Invest and Reinvest Funds and Approval of Statement of Investment Policy:
  - A) Approval of the Concurrent Resolution of the Board of Supervisors of the County of Sonoma and all Districts governed ex-officio by the Board of Supervisors renewing authorization for the County Treasurer to assume full responsibility for all transactions and expenditures related to the investment and reinvestment of funds on deposit in the County Treasury.
  - B) Approval of the County of Sonoma Statement of Investment Policy.

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

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

**AND**  
**COMMUNITY DEVELOPMENT COMMISSION**

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

5. Amendments to Workforce Development Training Services Agreements:  
Authorize the Director of Human Resources to execute amendments to agreements for Workforce Development Training Services with Bischoff Performance Improvement Consulting; CPS-HR; Elevate USA, Inc.; Liebert Cassidy Whitmore; Nelson Communications; Oxford Computer Systems; and Simma Lieberman Associates extending the term of each agreement an additional six months, from January 1, 2018 through June 30, 2018.

**SONOMA COUNTY WATER AGENCY**

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

6. Quantitative Precipitation and Frost Information Demonstration, Phase III:  
A) Authorize Water Agency's Interim General Manager or designee to execute a Memorandum of Understanding with the National Oceanic and Atmospheric Administration, U.S. Department of Commerce for scientific studies through December 31, 2021, in the amount of \$254,000; consistent with other agreements, authorize the Interim General Manager or designee to amend this Memorandum of Understanding to lengthen time schedules or make minor modifications to the scope of work that do not increase the amount paid under the Memorandum of Understanding, and authorize the Interim General Manager or designee to terminate the Memorandum of Understanding.  
B) Adopt a resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Russian River Projects Fund in the Amount of \$254,000.  
(4/5th Vote Required)
7. Sonoma Booster Station Electrical Upgrade and Pumping Reliability Project:  
A) Authorize Sonoma County Water Agency's Interim General Manager to execute the Second Amended Agreement for Engineering and Design Services for Sonoma Booster Station Electrical Upgrade and Pumping Reliability (Project) with HDR Engineering, Inc., to provide engineering design services for the Project, increasing the amount by \$400,000 with a new not-to-exceed total of \$550,000, expanding the scope of work to include design of the entire Project, and extending the agreement term by three years to an end date of June 30, 2021.  
B) Authorize the Sonoma County Water Agency's Interim General Manager to amend the agreement, provided amendments do not cumulatively increase the total cost to the Sonoma County Water Agency by more than 10 percent, while retaining authorities under Resolution 04-0547, and do not substantially change the scope of work.  
(First District)

**BOARD OF SUPERVISORS**

8. Disbursement of Fiscal Year 17/18 Third District Community Investment Program (formerly Advertising Program) Funds:  
Approve Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entity for advertising and promotions activities for FY 17/18: Boys & Girls Clubs of Central Sonoma County, \$2,000. (Third District)

**COUNTY ADMINISTRATOR**

9. Approve amendment to Memorandum of Understanding with Sonoma County Courts:  
Authorize the Chair of the Board of Supervisors to execute an amendment to the Memorandum of Understanding with Sonoma County Courts through June 30, 2018. Proposed amendment reflects changes in the Court's utilization of the Integrated Justice System and corresponding access for County staff for the Court's Tyler Odyssey Case Management System. As a result of this agreement, the Court will pay the County \$ 203,657 for services provided, and the County will pay the Court an estimated \$105,000 through the term of the agreement for access charges.

**FIRE AND EMERGENCY SERVICES**

10. Fire Inspection Service Agreements:  
Approve and authorize the Director of Fire and Emergency Services to execute Agreements with Bodega Bay, Graton, Occidental, Schell-Vista, and Timber Cove Fire Protection Districts, and Cazadero Community Service District for the County to provide fire inspection services, with any modified version of such Standard Agreement executed by the Director to be in a form approved by County Counsel. (First & Fifth Districts)
11. Volunteer Fire Company Funding Memorandum of Understanding:  
Approve and authorize the Director of Fire and Emergency Services to execute Memorandums of Understanding with the Bodega, Camp Meeker, Fort Ross, Knights Valley, Lakeville, Mayacamas, Mountain, San Antonio, Two Rock, Valley Ford, and Wilmar Volunteer Fire Companies to provide baseline funding for Program Priorities to support annual operational needs to the volunteer fire service delivery program for an amount not to exceed \$200,000 with any modified version of such Standard MOU executed by the Director to be in a form approved by County Counsel.

**GENERAL SERVICES**

12. 2017 Guerneville Winter Shelter License Agreement:  
A) Authorize the Director of General Services to execute a revocable license agreement with West County Community Services for the 2017 Winter Shelter located at the Guerneville Veterans Memorial Building, expiring on March 31, 2018, to provide housing to the homeless through the winter months.  
B) Make findings in accordance with Section 26227 of the Government Code that the services provided by the licensee will serve public purposes and that the property subject to the license will not be needed for County purposes during the time of the licensee's possession.  
(Fifth District)

## **HEALTH SERVICES**

13. California Accountable Communities for Health Initiative Grant:
- A) Authorize the Director of Health Services to execute a grant agreement with Community Partners to accept \$600,000 in revenue to support participation in the California Accountable Communities for Health Initiative through which the Department and Health Action will continue implementation of an Accountable Communities for Health to address the most pressing health issues facing our communities, for the period September 1, 2017 through August 31, 2019.
  - B) Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing revenues and expenditures in the Department of Health Services by \$250,000 to include grant funding from Community Partners. (4/5 vote required)
  - C) Adopt a resolution amending the position allocation list of the Department of Health Services to extend the term of an existing full-time limited-term Health Program Manager position through August 31, 2019, effective January 9, 2017. (4/5th Vote Required)  
(4/5<sup>th</sup> Vote Required)

## **PERMIT AND RESOURCE MANAGEMENT**

14. Airport Area Specific Plan and Environmental Impact Report Contract Amendment  
Authorize the Director of Permit Sonoma to execute the first amendment to an agreement with Metropolitan Planning Group for preparation of the Airport Area Specific Plan and Environmental Impact Report in the amount of \$93,935, for a revised contract total of \$513,935.  
(Fourth District)

## **PROBATION**

15. Program Planning & Evaluation Analyst:  
Adopt a Personnel Resolution amending the Position Allocation list effective January 9, 2018, deleting one Administrative Aide and adding one Program Planning and Evaluation Analyst, at an additional cost in the amount of \$26,708 annually, to continue to support the data and analysis needs of the Pretrial Services Program, and provide additional program planning, implementation and evaluation capacity needed to support Probation and it's system partners.

## **REGIONAL PARKS**

16. Hudeman Slough Boat Launch Improvement Project and Mitigated Negative Declaration and Boating and Waterways grant application:
- A) Adopt a Resolution of the Board of Supervisors of the County of Sonoma approving the Hudeman Slough Boat Launch Improvement Project and adopting the Mitigated Negative Declaration for the project.
  - B) Adopt a resolution authorizing the Director of Regional Parks to apply for the Division of Boating and Waterways' Boat Launching Facilities program in the amount of \$1,431,000 for construction of improvements at Hudeman Slough Fishing Access and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer the grant.  
(First District)

**PRESENTATIONS/GOLD RESOLUTIONS**

**PRESENTATIONS AT THE BOARD MEETING**

17. Adopt a Gold Resolution recognizing National Disability Employment Awareness Month. (Third District)

**PRESENTATIONS AT A DIFFERENT TIME**

18. Adopt a resolution commending John Franceschi on 40 years of service and volunteer effort with the Forestville Fire Protection District. (Fifth District)
19. Adopt a Gold Resolution and Commemorative 2017 Sonoma Complex Fires Challenge Coin Presentation honoring Sonoma County First Responders  
Adopt a Gold Resolution honoring Sonoma County first responders and presenting them with commemorative challenge coins recognizing their brave work and heroic response to the residents and visitors of Sonoma County during the 2017 Sonoma Complex Fires. (County Administrator/Fire and Emergency Services)

**VI. REGULAR CALENDAR**

**PROBATION**

20. Probation Department Appointment of Retiree Extra Help:  
Pursuant to Government Code §7522.56 approve the appointment of Charles Klipp as a Department Information Systems Manager 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 10, 2018.

**COUNTY ADMINISTRATOR**

21. Fire Recovery Update:  
Receive Update on Fire Recovery Efforts and Consider Next Steps.
22. **11:30 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.)
23. **PUBLIC COMMENT ON CLOSED SESSION ITEMS**

## **VII. CLOSED SESSION CALENDAR**

24. 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 Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code Section 54957.6).
25. The Board of Supervisors and Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiators: County Negotiator: Bert Whitaker. District Negotiator: William Keene. Mark West Regional Park and Open Space Preserve Pending Acquisitions—Properties under consideration: 2584 Mark West Springs Road, Santa Rosa (APNs 028-060-066, 028-060-064, and 028-060-067) Property Negotiators: John & Martha McCullough (McCullough 2). Under Consideration- update on current status of transfer and negotiations regarding McCullough 2 property. (Government Code Section 54956.8).
26. The Board of Supervisors of the County of Sonoma will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2). Potential Parties: Michael P. Ward and Paula E. Ward.
27. **RECONVENE FROM CLOSED SESSION**
28. **REPORT ON CLOSED SESSION**

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

## **IX. 1:30 P.M. - PRESENTATIONS/GOLD RESOLUTIONS**

29. Permit and Resource Management Department: Review and possible action on the following:  
Acts and Determinations of Planning Commission/Board of Zoning Adjustments  
Acts and Determinations of Project Review and Advisory Committee  
Acts and Determinations of Design Review Committee  
Acts and Determinations of Landmarks Commission  
Administrative Determinations of the Director of Permit and Resource Management

(All materials related to these actions and determinations can be reviewed at:

<http://www.sonoma-county.org/prmd/b-c/index.htm>)

30. **ADJOURNMENT**

**NOTE: The next meeting will be a Special Closed Session held on January 10, 2018, at 8:30 a.m. at the Vintners Inn, 4350 Barnes Rd, Santa Rosa, CA 95403.**

**The next regular meeting will be the Strategic Planning Retreat held on January 16, 2018, at 8:30 a.m.**





# 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 Supervisors/Directors/Commissioners

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Board of Supervisors 565-2241

**Supervisorial District(s):**

**Title:** Selection of Officers 2018

**Recommended Actions:**

Selection of Officers 2018 –

- A) Adopt a Resolution appointing the Chair, Vice-Chair and Chair Pro-Tem for the year 2018 for the Board of Supervisors, Directors and Commissioners;
- B) Adopt a Resolution naming the officers of the County of Sonoma Public Financing Corporation;
- C) Adopt a Resolution naming the officers of the County of Sonoma Public Financing Authority; and
- D) Adopt a Resolution naming the officers of the Sonoma County Water and Wastewater Financing Authority.

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment** Not Applicable

To foster a professionally managed county organization that is accessible, transparent, fiscally responsible and accountable to the public.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
ATTACHMENT A – Resolution appointing the Chair, Vice-Chair and Chair Pro-Tem for the year 2018 for the Board of Supervisors, Directors and Commissioners. ATTACHMENT B - Resolution appointing Officers of the Sonoma County Public Financing Corporation. ATTACHMENT C - Resolution appointing Officers of the Sonoma County Public Financing Authority. ATTACHMENT D - Resolution naming the Officers of the Sonoma County Water and Wastewater Financing Authority.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



County of Sonoma  
State of California

Date: January 9, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Appointing Chair, Vice Chair And Chair Pro Tem For The Year 2018 For The  
Board Of Supervisors, Board Of Directors, Commissioners.**

**Be It Resolved that** the Board of Supervisors of the County of Sonoma hereby appoints:

\_\_\_\_\_ Chair

\_\_\_\_\_ Vice Chair

\_\_\_\_\_ Chair Pro Tem

**Supervisors/Directors/Commissioners:**

Gorin:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**

**Sonoma Valley County Sanitation District Directors:**

Gorin:                      Gore:                      Agrimonti:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: January 9, 2018

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

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



4/5 Vote Required

**Resolution Of The Board Of Directors Of The Sonoma County Public Financing Corporation,  
Approving The Appointments Of President, Secretary, Assistant Secretaries, Treasurer, And  
Assistant Treasurer Of The Corporation**

**Whereas**, Article 3.05 of the By-Laws for the County of Sonoma Public Financing Corporation requires that an annual meeting be held for the purpose of organization, selection of officers and the transaction of other business.

**Now, Therefore, Be It Resolved** that \_\_\_\_\_, Chair of the Board of Supervisors of the County of Sonoma is hereby appointed the President of the Corporation; Sheryl Bratton, County Administrator of the County of Sonoma, is hereby re-appointed as Secretary of the Corporation; Rebecca Wachsberg, Peter Rumble and Niki Berrocal, Deputy County Administrators of the County of Sonoma are hereby re-appointed and appointed as Assistant Secretaries; Erick Roeser, Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma is hereby re-appointed Treasurer; and Jonathan Kadlec, Assistant Auditor-Controller-Treasurer-Tax Collector is hereby re-appointed as Assistant Treasurer of the Corporation.

**Directors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: January 9, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Directors Of The Sonoma County Public Financing Authority,  
Approving The Appointments Of Chair, Vice Chair, Secretary, Assistant Secretaries, Treasurer,  
Assistant Treasurer And Legal Advisor Of The Authority**

**Whereas**, Article II Section 2.04(a) of the Joint Exercise of Powers Agreement for the County of Sonoma Public Financing Authority requires that an annual meeting be held for the purpose of organization, election of officers and the transaction of other business.

**Now, Therefore, Be It Resolved** that \_\_\_\_\_, Chair of the Board of Supervisors of the County of Sonoma is hereby elected Chair of the Authority; \_\_\_\_\_, Vice Chair of the Board of Supervisors is hereby elected Vice Chair of the Authority; Sheryl Bratton, Clerk of the Board of Supervisors is hereby re-appointed as Secretary of the Authority; Rebecca Wachsberg, Peter Rumble and Niki Berrocal, Deputy County Administrators of the County of Sonoma are hereby re-appointed and appointed as Assistant Secretaries of the Authority; Erick Roeser, Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma is hereby re-appointed Treasurer of the Authority; Jonathan Kadlec, Assistant Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma, is hereby re-appointed as Assistant Treasurer of the Authority; and Bruce Goldstein, County Counsel of the County of Sonoma is hereby re-appointed Legal Advisor of the Authority.

**Directors:**

Gorin:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: January 9, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Directors Of The Sonoma County Water And Wastewater Financing Authority (Authority) Confirming Officers Of The Authority.**

**Whereas**, the First Amended Joint Exercise of Powers Agreement between the Sonoma County Water Agency, the Russian River County Sanitation District, and the Sonoma Valley County Sanitation District requires that the Board of Directors of the Authority hold at least one regular meeting each year; and

**Whereas**, the Bylaws of the Authority require confirmation of officers to be the first order of business at the first meeting of the Authority held in each calendar year; and

**Whereas**, the Bylaws of the Authority specifically identify that the officers of the Authority shall be a Chair, Vice-Chair, Executive Director, Secretary, Treasurer, and Controller; and

**Whereas**, the Bylaws state that the Chair of the Authority shall be the Chair of the Board of Supervisors; the Vice-Chair shall be the Vice-Chair of the Board of Supervisors; the Executive Director shall be the person who is the General Manager of the Agency; the Secretary shall be the person who is the Clerk of the Board of Supervisors; the Treasurer of the County shall be the Treasurer of the Authority; and the Auditor-Controller of the County shall be the Controller of the Authority.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Sonoma County Water and Wastewater Financing Authority hereby finds, determines, and declares as follows:

1. All of the above recitals are true and correct.
2. The above-named individuals shall be the officers of the Sonoma County Water and Wastewater Financing Authority.

**Directors:**

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

**To:** Board of Supervisors

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Board of Supervisors 565-2241

**Supervisorial District(s):**

All

**Title:** Board Assignments

### **Recommended Actions:**

Approve Ad-Hoc, Standing Committees and Board Assignments for members of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency for the year 2018.

### **Executive Summary:**

At the first meeting of the year, the Board approves assignments, ad-hoc and standing committees, and department liaison responsibilities for 2018. Special assignments include committees, governing boards of independent government entities, etc. for which Board members serve as part of the official duties associated with the office of Sonoma County Supervisors, Directors, and Commissioners.

Once the Board has approved the 2018 assignments, a completed list will be placed on file with the Clerk of the Board, and will be posted on the Board's website.

### **Discussion:**

### **Prior Board Actions:**

Yearly at the first Board meeting in January.

**Strategic Plan Alignment** Not Applicable

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
2018 Board Assignments			





## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

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

**Supervisorial District(s):**

All

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

**Recommended Actions:**

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

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

**Executive Summary:**

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

**Discussion:**

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

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

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

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

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

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

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

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

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

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

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

**Prior Board Actions:**

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

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

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

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

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

Adopting a resolution waiving competitive bidding due to the local emergency helps to ensure the safety of the community by removing and/or stabilizing dangerous conditions that pose a safety threat to the public and ensuring the continued provision of essential public services.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment A: Resolution Suspending Competitive Bidding Due to Local Emergency			
<b>Related Items “On File” with the Clerk of the Board:</b>			



County of Sonoma  
State of California

Resolution No.

575 Administration Drive  
Santa Rosa, California

Date: 1/9/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**PASSED AND ADOPTED** by these Boards this 29th day of December, 2017.

**BOARD OF SUPERVISORS:**

Gorin            Rabbitt            Zane            Hopkins            Gore

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

**SO ORDERED**

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

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

Gorin            Rabbitt            Zane            Hopkins            Gore

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

**SO ORDERED**

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

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

Gorin            Rabbitt            Zane            Hopkins            Gore

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

**SO ORDERED**

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

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

Gorin            Rabbitt            Zane            Hopkins            Gore

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

**SO ORDERED**

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

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

Gorin            Rabbitt            Zane            Hopkins            Gore

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

**SO ORDERED**

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

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

Gorin            Rabbitt            Zane            Hopkins            Gore

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

**SO ORDERED**

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

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

Gorin            Agrimonti            Gore

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

**SO ORDERED**

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



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Auditor-Controller-Treasurer-Tax Collector

**Staff Name and Phone Number:**

Paul Cocking – 565-2858  
Cathy Patton – 565-2073

**Supervisorial District(s):**

County wide

**Title:** Authority to Invest and Reinvest Funds & Approval of Statement of Investment Policy

### **Recommended Actions:**

1. Approval of the Concurrent Resolution of the Board of Supervisors of the County of Sonoma and all Districts governed ex-officio by the Board of Supervisors renewing authorization for the County Treasurer to assume full responsibility for all transactions and expenditures related to the investment and reinvestment of funds on deposit in the County Treasury
2. Approval of the County of Sonoma Statement of Investment Policy

### **Executive Summary:**

This item provides for the annual review of the delegated authority of the Board to the Treasurer to invest and reinvest funds as provided for in County Ordinance 5037, adopted by the Board of Supervisors on June 17, 1997. The Ordinance permits the annual delegation of the authority to invest and reinvest funds held on deposit in the county Treasury, as well as the authority to sell or exchange securities. The County Treasurer then assumes full responsibilities for all transactions and expenditures related to the investment and reinvestment of funds on deposit in the Sonoma County Treasury until the annual delegation expires or until the Board revokes its delegation of authority by ordinance.

Related to this authority, the Treasurer annually reviews the Investment Policy and makes changes based on changes to Government Codes as appropriate and subsequently submits the Investment Policy for review by the Sonoma County Treasury Oversight Committee.

**Discussion:**

Previously the state mandated that each county form and empanel a Treasury Oversight Committee (TOC). This Committee consists of six (6) members: (1) the Sonoma County Auditor-Controller-Treasurer-Tax Collector; (2) a Public Member appointed by the County Board of Supervisors; (3) the Sonoma County Superintendent of Schools; (4) a representative of the Special Districts in the County; (5) the Sonoma County Administrator; and (6) a representative of the School Districts and Community College Districts. While this is no longer mandated, the County has continued to view this as a best practice. The TOC annually calls for an annual audit to be conducted to determine the County Treasury’s compliance with Article 6. County Treasury Oversight Committee of the California government code and reviews the Investment Policy.

Regardless of whether changes are made, the Investment Policy is brought annually to the Board for approval per Government Code Section 53646. On December 15, 2017, the TOC reviewed the Investment Policy being submitted. There were two minor changes on page 3: Section 5 – Participants [b], Line 5, to include “Government” in reference to California Code; and Section 6 – Authorized Persons, Line 3, to update the title of Assistant Treasurer-Tax Collector to Assistant Auditor-Controller-Treasurer-Tax Collector. One minor change on page 10, Section 25 – Disaster Recovery Plan, Line 1, to update the title of Assistant Treasurer-Tax Collector to Assistant Auditor-Controller-Treasurer-Tax Collector. The Board of Supervisors reviewed and approved the current Policy at their meeting on January 10, 2017 and the Policy being submitted today is the same, with the exception of the title change.

The pool is comprised of the County, school districts and special districts; and ranges in size from \$1.8 billion to \$2.2 billion due to seasonal revenues and expenditures.

**Prior Board Actions:**

01-10-2017 – Board of Supervisors approved the Statement of Investment Policy and Resolution #17-005 Delegating Authority to Invest and Reinvest  
12-15-2015 – Board of Supervisors approved the Statement of Investment Policy and Resolution #15-0489 Delegating Authority to Invest & Reinvest.  
12-09-2014 – Board of Supervisors approved the Statement of Investment Policy and Resolution #14-0499 Delegating Authority to Invest and Reinvest  
These have been approved yearly prior, since 1997.

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

The Treasurer maintains a balanced investment portfolio to ensure sufficient liquidity for County programs.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1. Resolution of the Board of Supervisors 2. Statement of Investment Policy			
<b>Related Items "On File" with the Clerk of the Board:</b>			



County of Sonoma  
State of California

Date: January 9, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, And The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, Authorizing The County Treasurer To Assume Full Responsibility For All Transactions And Expenditures Related To The Investment An Reinvestment Of Funds On Deposit In The County Treasury**

**Whereas**, Ordinance 5037 dated June 17, 1997 authorized the County Treasurer of the County of Sonoma to invest and reinvest funds as provided by California Government Code Sections 27000.0 and 27000.3; and

**Whereas**, the Sonoma County Treasurer has been designated as the agent of the County with regards to investment of funds, to serve as fiduciary of the funds and be subject to the Prudent Investor Standard; and

**Whereas**, Government Code Section 53607 allows Board to renew this one-year delegation annually.

**Now, Therefore, Be It Resolved** that the Board of Supervisors, acting as the Governing Board of Sonoma County and as the Governing Board of Directors of the various districts listed above, hereby renews its delegation of authority for investments to the Treasurer of Sonoma County to invest and reinvest funds as provided by Government Code Section 27000.1 and 27000.3.

**Supervisors:**

Gorin:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



# COUNTY OF SONOMA



## STATEMENT OF INVESTMENT POLICY

Effective 01-09-18

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# COUNTY OF SONOMA

## STATEMENT OF INVESTMENT POLICY

Under the authority delegated to the County Treasurer by the Board of Supervisors to invest and reinvest all of the funds in the County Treasury and, in accordance with the California Government Code, the following sets forth the investment policy of the County of Sonoma:

### ***1. POLICY STATEMENT***

The purpose of this Investment Policy (Policy) is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Sonoma County Pooled Investment Fund (Pooled Investment Fund). Each transaction and the entire portfolio must comply with California Government Code Section 53601, et. seq., Section 53635, et. seq., and this policy. All portfolio activities will be judged by the standards of the Policy and ranking of investment objectives.

### ***2. STANDARDS OF CARE***

The County Treasurer is the Trustee of the Pooled Investment Fund and, therefore, a fiduciary subject to the prudent investor standard. The County Treasurer, employees involved in the investment process and the members of the Treasury Oversight Committee (Oversight Committee) shall refrain from all personal business activity that could conflict with the management of the investment program. All individuals involved will be required to report all gifts and income in accordance with California State law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the County Treasurer shall act with the care, skill, prudence and diligence to meet the aims of the investment objectives listed in the Policy.

### ***3. INVESTMENT OBJECTIVES***

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance:

- [a] **SAFETY OF CAPITAL** - The preservation of capital is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they be from securities default or erosion of market value.
- [b] **LIQUIDITY** - As a second objective, the Pooled Investment Fund should remain sufficiently flexible to ensure the County Treasurer meets all operating requirements, which may be reasonably anticipated in any depositor's fund.
- [c] **MAXIMUM RATE OF RETURN** - As the third objective, the Pooled Investment

Fund should be designed to attain a rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified herein.

#### **4. IMPLEMENTATION**

In order to provide direction to those responsible for management of the Pooled Investment Fund, the County Treasurer has established this Policy and presented it to the Treasury Oversight Committee and the Board of Supervisors, and has provided the report to the legislative body of local agencies that participate in the Pooled Investment Fund.

The Policy defines investible funds; authorized instruments; credit quality required; maximum maturities and concentrations; collateral requirements; qualifications of broker-dealers and financial institutions doing business with, or on behalf of, the County; limits on gifts and honoraria; the reporting requirements; the Treasury Oversight Committee; the manner of appropriating costs; and the criteria to request withdrawal of funds.

#### **5. PARTICIPANTS**

- [a] **STATUTORY PARTICIPANTS** - General Participants are those government agencies within the County of Sonoma for which the Sonoma County Treasurer is statutorily designated as the Custodian of Funds.
- [b] **VOLUNTARY PARTICIPANTS** - Other local agencies, such as Special Districts and Cities for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Code Section 53684, et seq. The agency must approve in writing the Pooled Investment Fund as an authorized investment and accept the County of Sonoma Investment Policy.

#### **6. AUTHORIZED PERSONS**

The Sonoma County Board of Supervisors, by resolution, has delegated investment responsibility for the Sonoma County Investment Program to the Auditor-Controller-Treasurer-Tax Collector. Daily management responsibility of the investment program has been assigned to the Assistant Auditor-Controller-Treasurer-Tax Collector. The Treasury Manager or the Investment and Debt Officer are also authorized to initiate investment transactions.

All investment decisions shall be made with care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person acting as a trustee in a like capacity and familiarity would use in the conduct of funds of a like character, and with like aims, to safeguard the principal and maintain the liquidity needs of depositors.

**7. AUTHORIZED INVESTMENTS**

Authorized investments shall match the general categories established by the California Government Code Section 53635, et. seq., and further defined by California Government Code Section 53601, et. seq.. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF). No investment shall be made in any security with a maturity greater than five years, unless the Board of Supervisors has granted express authority to make that investment. As the California Government Code is amended, this Policy shall likewise become amended.

**8. PROHIBITED INVESTMENTS**

No investments shall be authorized that have the possibility of returning a zero or negative yield if held to maturity. These shall include inverse floaters, range notes, and interest only strips derived from a pool of mortgages.

**9. INVESTMENT CRITERIA**

Investment Type	Maximum Maturity	Maximum % of Pool	Rating
U.S Treasury and Agency Securities (§53601 (b & f))	5 years	100	N/A
Obligations Issued or Unconditionally Guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation or Inter-American Development Bank (§53601 (q))	5 years	30	AA
Bonds and Notes issued by local agencies (§53601 (a & e))	5 years	100	N/A
Registered State Warrants and Municipal Notes and Bonds (§53601 (c & d))	5 years	100	N/A
Bankers' Acceptances (See Section 10) (§53601 (g))	180 days	40	N/A
Commercial Paper (See Section 11) (§53601 (h) and (§53635 (a))	270 days	40	A-1/F-1/P-1
Negotiable Certificates of Deposit (§53601 (i))	5 years	30	N/A
Repurchase Agreements (See Section 12) (§53601 (j))	1 year	100	N/A
Reverse Repurchase Agreements and Securities Lending Agreements (See Section 12) (§53601 (j))	92 days	20	N/A
Medium Term Corporate Notes (§53601 (k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (See Section 13) (§53601 (l))	N/A	20	Aaa & AAAM
Collateralized Mortgage Obligations (§53601 (o))	5 years	20	AA
Joint Powers Agreement (See Section 14) (§53601 (p))	N/A	20	N/A
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF	N/A
Investment Trust of California (CalTRUST) (§6509.7)	N/A	As limited by CalTRUST	N/A
Collateralized Time Deposits (§53649et seq.)	5 years	N/A	N/A

**10. BANKERS' ACCEPTANCE**

No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.

**11. COMMERCIAL PAPER**

All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation, a "P-1" rating by Moody's Investor Service, or a "F-1" rating by Fitch Financial Services, issued by corporations operating within the United States, and having total assets in excess of five hundred million dollars (500,000,000.00). As used in this policy, "corporation" includes a limited liability company.

No more than 10% of the total assets of the investments held by a local agency may be invested in any one issuer's Commercial Paper.

**12. REPURCHASE AND REVERSE REPURCHASE AGREEMENTS / SECURITIES LENDING AGREEMENTS**

Under California Government Code Section 53601, Paragraph (j) and Section 53635, the County Treasurer may enter into repurchase agreements and reverse repurchase agreements / securities lending agreements. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days, and the proceeds of reverse repurchase agreements / securities lending agreements may not be invested beyond the expiration of the agreement. The reverse repurchase agreements / securities lending agreements must be "matched to maturity."

**13. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS**

A Mutual Fund managed by an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by Government Code Section 53601, subdivisions (a) to (k), inclusive, or subdivisions (m) to (o) and with assets under management in excess of five hundred million dollars (\$500,000,000.00).

No more than 10% of the agency's funds may be invested in any one Mutual Fund.

**14. JOINT POWERS AGREEMENT**

With approval of the Board of Supervisors, the Treasurer is allowed to enter into a Joint Powers Agreement with governments whose policies are consistent with or more restrictive than Sonoma County's Statement of Investment Policy.

## **15. COLLATERAL**

Repurchase agreements executed with approved broker-dealers must be collateralized with either: (1) U.S. Treasuries or Agencies with a market value of 102% for collateral marked to market daily; or (2) money market instruments which are on the approved list of the County and which meet the qualifications of the Policy, with a market value of 102%. Use of mortgage-backed securities for collateral is not permitted. For purposes of investing the daily excess bank balance, the collateral provided by the County's depository bank can include mortgage-backed securities valued at 100%.

## **16. CRITERIA FOR THE SELECTION OF BROKER/DEALERS AND FINANCIAL INSTITUTIONS**

All transactions initiated on behalf of the Pooled Investment Fund and Sonoma County shall be executed through either government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York, financial institutions that directly issue their own securities which have been placed on the Approved List of Broker/Dealers and Financial Institutions or broker/dealers in the State of California approved by the County Treasurer based on the reputation and expertise of the company and individuals employed . All brokers/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one national rating service, if applicable.

Broker/dealers and financial institutions which have exceeded the political contribution limits within a four year period to the County Treasurer or any member of the governing board of a local agency or any candidate for those offices, are prohibited from the Approved List of Broker/Dealers and Financial Institutions.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions. Each firm must acknowledge receipt of such materials to qualify for the Approved List of Broker/Dealers and Financial Institutions.

Each broker/dealer and financial institution authorized to do business with Sonoma County shall, at least annually, supply the County Treasurer with financial statements.

## **17. WITHDRAWAL REQUESTS**

- [a] **STATUTORY PARTICIPANTS** - The County Treasurer will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Sonoma County Auditor-Controller at a one dollar net asset value. Any requests to withdraw funds for purposes other than cash flow, such as for external investing, shall be subject to the consent of the County Treasurer. In accordance with California Government Code Section 27136, et seq., such requests for withdrawals must first be made in writing to the County Treasurer. These requests are subject to the County Treasurer's consideration of the stability and predictability of the Pooled Investment Fund, or the adverse effect on the interests of the other depositors in the Pooled



Investment Fund. Any withdrawal for such purposes shall be at the market value of the Pooled Investment Fund as of the date of the withdrawal.

- [b] **VOLUNTARY PARTICIPANTS** - For outside participants who utilize Government Code Section 53684, where the County Treasurer does not serve as the agency's treasurer, any withdrawal request, with the exception of normal cash flow withdrawals, shall submit the request for withdrawal to the County Treasurer to determine the timing of the payout, in order that the withdrawal will not adversely affect the interests of the other depositors in the County Treasury Investment Fund. Withdrawals will be paid based upon the market value of the Pooled Investment Fund. If the Treasurer deems appropriate, the deposits may be returned at any time.

### **18. DELIVERY & SAFEKEEPING**

Delivery of all securities shall be either to the County Treasurer or to a third party custodian. No securities shall be held in the safekeeping of a broker / dealer unless it is collateral for a reverse repurchase agreement.

### **19. APPORTIONMENT OF INTEREST & COSTS**

Interest shall be apportioned to all Pooled Investment Fund participants quarterly, based upon the ratio of the average daily balance of each individual fund to the average daily balance of all funds in the Pooled Investment Fund. The amount of interest apportioned shall be determined using the accrual method of accounting, whereby interest will be apportioned for the quarter in which it was actually earned. The Treasurer shall deduct from the gross interest earnings those budgeted administrative costs relating to the management of the Treasury, including salaries and other compensation, banking costs, equipment costs, supplies, the cost of information services, audit and any other costs as provided by Section 27013 of the Government Code. The deduction shall be adjusted to actual cost in the fourth quarter of the fiscal year and/or the first quarter of the following fiscal year.

### **20. REVIEW, MONITORING AND REPORTING OF THE PORTFOLIO**

Quarterly, the County Treasurer will provide to the Treasury Oversight Committee, the Board of Supervisors, and to any local agency participant a report on the Pooled Investment Fund. The report will list the type of investments, name of issuer, maturity date, par amount and dollar amount of the investment. For the total Pooled Investment Fund, the report will list average maturity, the market value and the pricing source. Additionally, the report will show any funds under the management of contracting parties, a statement of compliance to the Investment Policy and a statement of the Pooled Investment Fund's ability to meet the expected expenditure requirements for the next six months.

Annually, the County Treasurer shall provide to the Treasury Oversight Committee a Statement of Investment Policy. Additionally, the County Treasurer will render a copy of the Statement of

Investment Policy to the Board of Supervisors and to the legislative body of the local agencies that participate in the Pooled Investment Fund.

**21. LIMITS ON HONORARIA, GIFTS AND GRATUITIES**

In accordance with California Government Code Section 27133 (d), et seq., this Policy hereby establishes limits for the County Treasurer, individuals responsible for management of the portfolios, and members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of \$50 in a calendar 12 month time period from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the County Treasurer and complete the appropriate state forms.

No individual may receive aggregate gifts, honoraria and gratuities in a calendar twelve (12) month time period in excess of the limits established by the Fair Political Practices Commission (FPPC). Any violation must be reported to the FPPC on an annual basis.

**22. AUDITS**

The Treasury Oversight Committee shall initiate an annual audit to ensure the County's Investment Portfolio is in compliance with its policy and state law.

**23. EXCEPTION TO POLICY**

The County Treasurer, except as prohibited by state law, can make exceptions to the investment purchasing limits when he deems it in the best interest of all of the Pooled Investment Fund participants. All exceptions will be reported in the quarterly report. Any State of California legislative action that further restricts allowable maturities, investment type, or percentage allocations will become effective immediately.

**24. INVESTMENT OF BOND PROCEEDS**

The County Treasurer shall invest bond proceeds using the standards of the County of Sonoma's Investment Policy. The bond proceeds will be invested in securities permitted by the bond documents. If the bond documents are silent, the bond proceeds will be invested in securities permitted by the County of Sonoma's Investment Policy.

**25. DISASTER RECOVERY PLAN**

The County Treasurer's Disaster Recovery Plan includes contact information for the Treasury staff and key county personnel, as well as contact information for authorized banks and brokers. Copies of the plan have been distributed to the investment staff: Assistant Treasurer-Tax Collector, Treasury Manager, and Investment and Debt Officer.

In the event we are unable to conduct normal business operations, the investment staff shall interact with one another by home phone, cell phone, or e-mail to decide on an alternate location from which to conduct daily operations. If unable to contact one another, the investment staff shall establish contact with one another through the County Office of Emergency Services.

## **GLOSSARY OF TERMS**

### **ACCRUED INTEREST**

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

### **BANKERS' ACCEPTANCES**

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

### **BASIS POINT**

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

### **BOOK VALUE**

The value of a held security as carried in the records of an investor. May differ from current market value of the security.

### **BROKER/DEALER**

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for her/his own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of her/his own issue.

### **COMMERCIAL PAPER**

Short-term, unsecured promissory notes issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

### **COUPON RATE**

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

### **CREDIT RISK**

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

### **CURRENT YIELD**

The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

**CUSIP NUMBERS**

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

**DISCOUNT**

The amount by which the par value of a security exceeds the price paid for the security.

**EARNINGS APPORTIONMENT**

The quarterly interest distribution to the Pooled Investment Fund Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pooled Investment Fund.

**FAIR VALUE**

The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

**FEDERAL FUNDS**

Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend Fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

**FEDERAL FUNDS RATE**

Interest rate at which banks lend federal funds to each other.

**FEDERAL OPEN MARKET COMMITTEE (FOMC)**

This committee sets Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

**FLOATING RATE NOTE**

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR, etc.).

**INTEREST**

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

**LOCAL AGENCY INVESTMENT FUND (LAIF)**

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

**MARKET VALUE**

The price at which a security is trading and could presumably be purchased or sold.

**MATURITY**

The date upon which the principal of a security becomes due and payable to the holder.

**MONEY MARKET MUTUAL FUND**

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

**PAR**

The stated maturity value, or face value, of a security.

**PAR VALUE**

The stated or face value of a security expressed as a specific dollar amount marked on the face of the security; the amount of money due at maturity. Par value should not be confused with market value.

**PREMIUM**

The amount by which the price paid for a security exceeds the security's par value.

**PRIME RATE**

A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

**REPURCHASE AGREEMENT OR RP OR REPO**

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

**SECURITIES LENDING**

A transaction wherein the Treasurer's Pooled Investment Fund transfers its securities to broker/dealers and other entities for collateral which may be cash or securities and simultaneously agrees to return the collateral for the same securities in the future.

**SETTLEMENT DATE**

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

**TRADE DATE**

The date and time corresponding to an investor's commitment to buy or sell a security.

**WEIGHTED AVERAGE MATURITY**

The remaining average maturity of all securities held in a portfolio.



## 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 of the County of Sonoma  
Board of Directors of the Sonoma County Water Agency  
Board of Directors of the Sonoma County Agricultural Preservation and Open Space District  
Board of Commissioners of the Community Development Commission

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Ric Giardina (707) 565-3145

**Supervisorial District(s):**

All

**Title:** Amendments to Workforce Development Training Services Agreements

### **Recommended Actions:**

Authorize the Director of Human Resources to execute amendments to agreements for Workforce Development Training Services with Bischoff Performance Improvement Consulting; CPS-HR; Elevate USA, Inc.; Liebert Cassidy Whitmore; Nelson Communications; Oxford Computer Systems; and Simma Lieberman Associates extending the term of each agreement an additional six months, from January 1, 2018 through June 30, 2018.

### **Executive Summary:**

The requested Board action authorizes the Human Resources Director to execute amendments to current agreements for Workforce Development Training Services (Training Services) with seven professional training firms. These training firms were selected through a Request for Qualifications (RFQ) process conducted in July and August, 2014 and your Board previously authorized initial three-year agreements. HR issued a Request for Proposals (RFP) on October 3, 2017 for both Organizational Development and Training Services; however the fire emergency required that the RFP be postponed. HR will re-issue the RFP in early 2018. The Organizational Development Consultant and Training Services RFP and contracting process will be complete by June 30, 2018. Extending the term of each agreement an additional six months will provide continuity of current projects and trainings, and will provide sufficient time to conduct the updated Request for Proposal process.

### **Discussion:**

The Human Resources Workforce Development Unit is responsible to provide Workforce Development Training Services to all individual County employees and to County departments and agencies and maintains master agreements with various Training Service providers for training resources. Training programs provided by Training Services providers include, but are not limited to, Emotional Intelligence,

Business Writing Essentials, Delivering Excellent Customer Service, Computer Skills Lab classes (Word 1, 2, & 3, Excel 1, 2, & 3, and PowerPoint 1, 2, 3), Practical Project Management, Presentation Skills, and Dealing Successfully with Conflict.

The Sonoma Complex Fires caused a significant impact to the priorities of the Department and the RFP that was released in October had to be postponed. In order to complete the present training year through June 2018, to complete current training projects in process, and to be available for new assignments, Human Resources recommends extending the term of the current Training Service agreements for an additional six months to provide sufficient time for staff to conduct a Request for Qualifications/Proposal process to establish new Training Service agreements to be effective July 1, 2018. The proposed amendments extend the term of each agreement for six months through June 30, 2018, and amends other required contract language updates. Training Services fees for all Training Service providers range from \$750 to \$2,950 per full-day class depending on the level of expertise and experience of the individual provider and the area of specialty. Additionally, these Training Service providers charge lower rates for half-day and more than one-day sessions that are often required by trainings events. The current maximum amount for each agreement is \$45,000 per annum.

Training Service providers can also be utilized by individual departments for courses specific to their needs. All departmental use of Training Service providers is approved by Human Resources. Fees are paid by the department utilizing Training Services within existing budgeted authority. Human Resources tracks all County-wide expenditures under the agreement to ensure the Board approved maximum on each agreement is not exceeded. All agreements are fee-for-services with no minimum or maximum amount of work guaranteed and allow the County to terminate at any time.

**Prior Board Actions:**

11-24-2014: Authorized HR Director to execute agreements with ten selected training firms in amounts not to exceed \$45,000 per agreement, per annum, for three-year terms.

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

The County's employees are its most important resource. Providing training and investing in their professional development are imperative to developing a highly functioning, effective, and efficient workforce. Training is an upstream investment in the County's future that pays dividends on a number of vital fronts: reduced turnover; better emotional, mental, and physical health of employees resulting in better productivity; and higher overall morale which contributes to the development of a more welcoming workplace which makes recruitment easier when it is needed.



<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$110,000		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$110,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF	\$100,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$110,000</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>The agreements are all fee for service agreements. Human Resources Workforce Development has a budget of \$110,000 for use of services under these agreements. The recommended actions do not impact any particular department's budget. Departments using these services and agreements determine their ability to pay for these services based on existing budgets.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
Not applicable.			
<b>Attachments:</b>			
Draft Amendment to Agreements.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
<p>Bischoff Performance Improvement Training Services Agreement 1-1-15 to 12-31-17  CPS-HR Training Services Agreement 1-1-15 to 12-31-17  Elevate USA, Inc. Training Services Agreement 1-1-15 to 12-31-17  Liebert Cassidy Whitmore Training Services Agreement 1-1-15 to 12-31-17  Nelson Communications Training Services Agreement 1-1-15 to 12-31-17  Oxford Computer Systems Training Services Agreement 1-1-15 to 12-31-17</p>			

**DRAFT**  
**FIRST AMENDMENT TO AGREEMENT FOR**  
**WORKFORCE DEVELOPMENT TRAINING SERVICES**

This First Amendment (the "Amendment"), made this January 9, 2018, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Dr. B. J. Bischoff DBA Bischoff Performance Improvement Consulting** ("Trainer"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Trainer represents that it is a duly qualified, and experienced in the development and delivery of training programs and related services; and

WHEREAS, in the judgment of the County it is necessary and desirable to employ the services of Trainer for development and delivery of training programs and training program services.

WHEREAS, County has been satisfied with the services of Trainer and desires to amend the Agreement to extend the term of the Agreement for an additional six month period from January 1, 2018 to June 30, 2018; and set the contract maximum at \$22,500 for the term January 1, 2018 to June 30, 2018.

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

AGREEMENT

1. Section 2. Payment is amended to reflect that the total payments to Trainer shall not exceed **\$22,500.00** for the term **January 1, 2018 to June 30, 2018**.

2. Section 3. Term of Agreement of the Agreement is amended to reflect that the termination date of the Agreement shall be **June 30, 2018**, unless terminated earlier in accordance with the terms of the Agreement.

3. Section 9.7 Statutory Compliance/Living Wage Ordinance. Trainer 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, Trainer 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.

4. 13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

5. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

6. This 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 Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND TRAINER HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

**TRAINER: DR. B. J. BISCHOFF DBA  
BISCHOFF PERFORMANCE  
IMPROVEMENT CONSULTING**

**COUNTY: COUNTY OF SONOMA**

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

By: \_\_\_\_\_  
Christina Cramer, Director of Human Resources

Name: \_\_\_\_\_

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

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

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

APPROVED AS TO FORM FOR COUNTY:

County Counsel signature exempt per Policy of exemption of County Counsel Review.  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Christina Cramer, Director of Human Resources

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



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Chris Delaney 707-547-1946

**Supervisorial District(s):**

**Title:** Quantitative Precipitation and Frost Information Demonstration, Phase III

### Recommended Actions:

- a) Authorize Water Agency's Interim General Manager or designee to execute a Memorandum of Understanding with the National Oceanic and Atmospheric Administration, U.S. Department of Commerce for scientific studies through December 31, 2021, in the amount of \$254,000; consistent with other agreements, authorize the Interim General Manager or designee to amend this Memorandum of Understanding to lengthen time schedules or make minor modifications to the scope of work that do not increase the amount paid under the Memorandum of Understanding, and authorize the Interim General Manager or designee to terminate the Memorandum of Understanding.
- b) Adopt a resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Russian River Projects Fund in the Amount of \$254,000.

### Executive Summary:

Under this Memorandum of Understanding (Memorandum), scientists from the National Oceanic and Atmospheric Administration (NOAA) Physical Sciences Division will deploy instruments, gather and analyze data, and perform other work in support of local efforts to protect and manage water resources in the Russian River watershed, if approved by the Sonoma County Water Agency's (Water Agency) Board of Directors (Board), the scope of work would be implemented over four years. Under the terms of the Memorandum, NOAA Administration would provide funding of \$746,000 and the Water Agency would provide \$254,000 over the four years of the study. This funding includes contingency funds that can be authorized by the Water Agency Interim General Manager to cover unforeseen costs incurred under this Memorandum of up to \$30,000. Use of advanced forecasting and measurement tools can help with flood control and water supply efficiency. Sonoma County is a test area for this emerging technology. While this work was planned prior to the October 2017 fires, it will also complement and support assessment of weather related hazards associated with burned areas from the recent fires in Sonoma County. Data collected under this agreement will augment data being collected with new gauges and a temporary radar

system in response to the October 2017 fires to provide NOAA forecasters needed information for timely hazard assessments associated with post-burn watershed conditions such as flash floods and debris flows. In addition to benefitting the watershed, new information gained from this project can be applied in the future to other at-risk watersheds along the Pacific Coast and to national programs such as NOAA's National Water Model.

**Discussion:**

Flood control and water supply are two of the Water Agency core functions. Efforts to improve weather forecasting capabilities of local, state, and federal agencies can result in enhanced flood control and water supply planning and operations. Forecast Informed Reservoir Operation (FIRO) is a developing program led by federal, state and local agencies that has the potential to provide water supply managers with better information to improve reservoir operations for meeting both water supply and flood control objectives. Lake Mendocino has been selected as a pilot location to evaluate and potentially implement FIRO as a strategy to support long-term water management.

Water Agency staff and scientists from NOAA and the National Weather Service (NWS), in cooperation with Scripps Institute of Oceanography and the US Army Corps of Engineers (Corps), have been pursuing opportunities to use new technology to improve the assessment of precipitation and resulting stream flows (hydrology). New information can help the Corps and the Water Agency in their respective (and sometimes competing) flood control and water supply operations of Coyote Valley Dam. For example, improved weather forecasting capabilities could provide a stronger basis to store additional spring season water in Lake Mendocino, while maintaining flood control requirements, for subsequent use to meet in-stream flows and water supply throughout the summer and fall.

HISTORY OF ITEM/BACKGROUND

The subject Memorandum involves Phase III of a proof-of-concept demonstration aimed at improving quantitative precipitation estimation and frost information for Sonoma County.

Under an earlier Memorandum of Understanding for the Phase I proof-of-concept demonstration project, new weather observing stations were deployed at six locations throughout the region to fill existing data gaps. Information collected from these stations includes precipitation, temperature, and soil moisture. The data from these stations, as well as data being collected from existing stations, were integrated into weather prediction models to refine precipitation and temperature forecasts. Phase II included continued monitoring and maintenance of the instrumentation deployed in Phase I, deployment of six new observing stations in the upper Russian River watershed to support research of the FIRO program, assimilation of newly collected data into NOAA forecasting products, and research on atmospheric rivers and how they impact regional weather patterns.

SERVICES TO BE PERFORMED

Under the proposed Memorandum, NOAA will concentrate effort on several areas of focus.

1. Support continued monitoring and maintenance of observing stations deployed in Phases I and II of the project.
2. Obtain additional sites for soil moisture observation (soil moisture conditions are a factor in predicting flooding from winter storms), assimilate the data collected from the new sites into hydrologic prediction models, and prepare a report with data gathered at these sites.

3. Enhance accuracy of the Multi-Radar Multi-Sensor quantitative precipitation system by gathering data, preparing a report, and applying the new information to improve radar estimation.

Deliverables for the project include reports and journal articles for the tasks related to radar correction and soil moisture data assimilation.

The cost of services will not exceed \$111,000 in fiscal year 2017/2018, \$83,000 in fiscal year 2018/2019, \$35,000 in fiscal year 2019/2020, and \$25,000 in fiscal year 2020/2021. The total agreement amount is \$254,000. The term end date is December 31, 2021.

REQUEST FOR WATER AGENCY INTERIM GENERAL MANAGER OR DESIGNEE AMENDMENT AUTHORITY

The Water Agency's standard template used for professional services agreements includes the following language, "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 Interim General Manager in a form approved by County Counsel." Since the subject agreement was prepared by the other party using its form, this language is not included. Therefore, staff recommends that the Water Agency's Interim General Manager or designee be authorized to amend the agreement, if appropriate, in keeping with standard protocol.

REQUEST FOR WATER AGENCY INTERIM GENERAL MANAGER OR DESIGNEE TERMINATION AUTHORITY

The Water Agency's standard template includes the following language, "Water Agency's right to terminate may be exercised by Sonoma County Water Agency's General Manager." Since the subject agreements were prepared by the other party using its form, this language is not included. Therefore, staff requests that the Water Agency's Interim General Manager or designee be authorized to terminate the agreement, if appropriate, in keeping with standard protocol.

RECOMMENDATION

Water Agency staff recommends that the Board authorize Water Agency's Interim General Manager or designee to execute a Memorandum of Understanding with the National Oceanic and Atmospheric Administration, U.S. Department of Commerce, for studies intended to improve management of water resources with advanced forecasting science and tools; consistent with other agreements, authorize the Interim General Manager or designee to amend this Memorandum of Understanding to lengthen time schedules or make minor modifications to the scope of work that do not increase the amount paid under the Memorandum of Understanding, and authorize the Interim General Manager or designee to terminate the Memorandum of Understanding.

**Prior Board Actions:**

- 01/10/2012: Approved a Memorandum of Understanding between Water Agency and NOAA for Sonoma County Quantitative Precipitation and Frost Information Proof-of- Concept Demonstration. Cost \$300,400; term end May 31, 2013 (amendment included Phase II and term end date January, 2017).
- 06/25/2013: Approved a modification to the earlier Memorandum of Understanding between Water Agency and NOAA for Sonoma County Quantitative Precipitation and Frost Information Proof-of- Concept Demonstration. The modification added a second phase to the scope of

work and extended the term to January 2017, and added \$815,000 to the cost. New not-to-exceed total for Phase I and Phase II \$1,115, 400.

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

This project focuses on improving water resources management and operations through increased knowledge of hydrometeorology.

Water Supply and Transmission System, Goal 1: Protect drinking water supply and promote water-use efficiency.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses		83,000	35,000
Additional Appropriation Requested	111,000		
<b>Total Expenditures</b>			

**Funding Sources**

General Fund/WA GF			
State/Federal			
Fees/Other		83,000	35,000
Use of Fund Balance			
Contingencies	111,000		
<b>Total Sources</b>	<b>111,000</b>	<b>83,000</b>	<b>35,000</b>

**Narrative Explanation of Fiscal Impacts:**

Additional appropriations are required to process this expense. With approval of this resolution, \$254,000 of available fund balance from the Russian River Projects fund will be appropriated for this project. The full amount will be encumbered in 2017-18, but actual expenditures will come over the next three years.

**Staffing Impacts**

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

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

N/A

<b>Attachments:</b>
Memorandum of Understanding Resolution
<b>Related Items "On File" with the Clerk of the Board:</b>
None

rw S:\Agenda\agrees\01-09-2018 WA Quantitative Precipitation  
and Frost Information Demonstration, Phase III\_summ.docm

CF/47-0-21 US Department of Commerce, NOAA (Memorandum of Understanding  
(MOU) for Sonoma County Quantitative Precipitation and Frost Information Proof-of-  
Concept Demonstration) 17/18-027 (ID 6845)





County of Sonoma  
State of California

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Date: January 9, 2018

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

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4/5 Vote Required

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**Resolution Of The Board Of Directors of the Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Russian River Projects Fund in the Amount of \$254,000**

**Whereas**, the Board of Directors of the Sonoma County Water Agency (Water Agency) adopted the Water Agency Fiscal Year 2017-2018 budget on June 15, 2017; and

**Whereas**, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2017-2018 Adopted Budget; and

**Whereas**, the Water Agency desires to adjust the Fiscal Year 2017-2018 Adopted Budget for the Russian River Projects Fund in the amount of \$254,000 for the National Oceanic and Atmospheric Administration agreement for the Quantitative Precipitation and Frost Information Demonstration, Phase III; and

**Whereas**, a resolution from the Water Agency's governing board authorizing such budget adjustment is required.

**Now, Therefore, Be It Resolved** that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to the Sonoma County Water Agency (Water Agency) Fiscal Year 2017-2018 budget as follows:

Resolution #

Date:

Page 2

<b>Fiscal Year 2017-2018 Expenditures</b>		<b>Amount</b>
44105-33030300	Russian River Project Fund	
51803	Other Contract Services W0034	254,000
<b>Total Expenditures</b>		254,000
<b>Fiscal Year 2017-2018 Funding Sources</b>		
44105-33030300	Russian River Project Fund	254,000
	Fund Balance	
<b>Total Funding Sources</b>		254,000

**Directors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

ATTEST:

\_\_\_\_\_

Clerk of the Board of Supervisors

Memorandum of Understanding

Improving Quantitative Precipitation and Frost Information for Sonoma County  
Proof-of-Concept Demonstration  
Phase 3

ESTABLISHING A PROJECT BETWEEN THE

Sonoma County Water Agency

AND

U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
Office of Oceanic and Atmospheric Research  
Earth System Research Laboratory  
(DoC/NOAA/OAR/ESRL)

**1. PARTIES AND PURPOSE**

This Memorandum of Understanding (MOU) between Sonoma County Water Agency and U.S. Department of Commerce National Oceanic and Atmospheric Administration, Office of Oceanic and Atmospheric Research, Earth System Research Laboratory, (DoC/NOAA/OAR/ESRL), through which Sonoma County Water Agency will pay DoC/NOAA/OAR/ESRL for Phase 3 Tasks of the Sonoma County Quantitative Precipitation and Frost Information (QPI) Proof-of-Concept Demonstration.

**2. TERMS/CONDITIONS AND RESPONSIBILITIES OF THE PARTIES**

See attached Statement of Work.

**3. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION**

This MOU will become effective when signed by all parties. The MOU will terminate on 12/31/2021, but may be amended at any time by mutual written consent of the parties.

Any party may terminate this MOU by providing 30 days written notice to the other party. This MOU is subject to the availability of funds.

#### **4. AUTHORITIES**

The authorities for Sonoma County Water Agency and DOC/NOAA/OAR/ESRL to enter into this agreement are:

- (a) "DoC/NOAA/OAR/ESRL" has the authority for activities under the MOU pursuant to: 33 U.S.C. 883d, which authorizes DoC/NOAA/OAR/ESRL to increase engineering and scientific knowledge by conducting developmental work for the improvement of surveying and cartographic methods, instruments and equipments; and to conduct investigations and research in geophysical sciences (including geodesy, oceanography, seismology, and geomagnetism) and, DoC/NOAA/OAR/ESRL has the authority to accept funds from Sonoma County Water Agency pursuant to;
- (b) 33 U.S.C. 883e, which authorizes DoC/NOAA/OAR/ESRL to enter into agreements, with, and to receive and expend funds made available by, any State or subdivision thereof, any Federal agency, or any public or private organization or individual, for surveys or investigations authorized herein, or for performing related surveying and mapping activities, including special-purpose maps, and for the preparation and publication of the results thereof, and to establish the terms of any agreement entered into under this section, including the amount of funds to be received, and may contribute that portion of the costs incurred by the National Oceanic and Atmospheric Administration, including ship time and personnel expenses, which NOAA determines represents the amount of benefits derived by the Administration from the agreement.
- (c) Cal. Stats. 1949, Ch. 994 created the Sonoma County Water Agency, and authorized the Agency to engage in flood control activities. Section 3(e) of that law provides that the Sonoma County Water Agency may enter into any agreement necessary, convenient, useful, or proper for carrying out any of its statutory purposes. This MOU falls within this authority.

#### **5. CONTACTS**

The contacts of each party to this Memorandum of Understanding are:

**Sonoma County Water Agency:**

- *DUNS No: 074662503*

Principal Contact/Program Manager

Jay Jasperse

Chief Engineer

404 Aviation Boulevard,

Santa Rosa, CA 95403

Office: (707) 547-1959

Fax: (707) 524-3782

Email: Jay.Jasperse@scwa.ca.gov

Co-Program Manager  
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Resource Planning Engineer  
404 Aviation Boulevard  
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Office: (707) 547-1946  
Email: cdelaney@scwa.ca.gov

Administrative/Management  
Christine Teaford  
Technical Writer  
404 Aviation Boulevard  
Santa Rosa, CA 95403  
Office: (707) 547-1940  
Email: christine.teaford@scwa.ca.gov

**DoC/NOAA/OAR/ESRL/PSD**

- *DUNS No: 156140209*
- *EIN No: 061834875*
- *ALC: 13-14-0001*
- *CBS ACCS: 50 35 0000 00 00 00 00*
- *OMB Max Code: 006-48*

Allen White  
Project Manager  
325 Broadway, R/PSD2  
Boulder, CO 80305  
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Robert Cifelli  
CoPM  
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Boulder, CO 80305  
Phone: (303) 497-7369  
rob.cifelli@noaa.gov

Administrative Contact:  
Brian Gorton  
Deputy Director, PSD  
325 Broadway, R/PSD  
Boulder, Co 80305-3337  
Phone: 303 497 4321  
Fax: 303 497 7287  
brian.k.gorton@noaa.gov

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other parties in writing of such change.

## **6. PAYMENT AND FUNDING**

- (a) **Total Costs.** Total costs to Sonoma County Water Agency under this MOU shall not exceed \$254,000.
- (b) **Method of Payment.** For all services and incidental costs required hereunder, DoC/NOAA/OAR/ESRL shall be paid in annual increments as provided in the attached Statement of Work, for a total sum of \$224,000.
- (c) **Contingency Funds.** If authorized in writing by the General Manager of the Sonoma County Water Agency, up to an additional \$30,000 may be paid to DoC/NOAA/OAR/ESRL for unforeseen costs incurred under this MOU.
- (d) **Full-Cost Recovery.** OAR/ESRL/PSD acknowledges the payments prescribed to be received do not constitute full-cost recovery. PSD has determined that the in-kind contributions it is making represent a true benefit it shall receive from the work related to this project and as results of this agreement.
- (e) **Refund of Remaining Funds:** If the project costs are less than the amount paid to DoC/NOAA/OAR/ESRL, DoC/NOAA/OAR/ESRL shall refund difference to Sonoma County Water Agency within 30 calendar days of termination of MOU. DoC/NOAA/OAR/ESRL shall maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to Agency at all reasonable times for inspection and analysis upon reasonable notice.

## **7. RESOLUTION OF DISAGREEMENTS**

Should disagreement arise on the interpretation of the provisions in this agreement, or

**amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.**

**SIGNATURES**

**Sonoma County Water Agency:**

~~Grant Davis, General Manager~~ Michael Thompson (Date)  
Sonoma County Water Agency Interim General Manager  
404 Aviation Boulevard  
Santa Rosa, CA 95403

**DoC/NOAA/OAR/ESRL/PSD:**

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

Paul Johnson  
Acting Deputy Chief Financial Officer/CAO  
Mail Code: R/OM  
Office of Oceanic and Atmospheric Research  
National Oceanic and Atmospheric Administration  
U.S. Department of Commerce  
1315 East-West Highway  
Silver Spring, MD 20910, USA

3/7/17  
Date \_\_\_\_\_



# Statement of Work for Phase3 of HMT Activities Supporting the Sonoma County Water Agency

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Submitted by:

Dr. Allen White, Dr. Rob Cifelli, and Mr. Bob Zamora  
Hydrometeorology Testbed Program, NOAA Earth System Research Laboratory

## Executive Summary

This Statement of Work (SOW) describes a set of Phase 3 tasks agreed upon by the Sonoma County Water Agency (SCWA) and the NOAA Physical Sciences Division (PSD) through the Hydrometeorology Testbed (HMT) program. The Phase 3 SOW builds on existing activities that are described in the Phase 1 and Phase 2 tasks between SCWA and HMT (attached here for reference as Appendix A and B). Phase 1 was initiated in February 2012 and ended in August 2013. Phase 2 tasks occurred between March 2013 and January 2017. Phase 3 activities are to occur between February 2017 and May 2020. There are a set of overarching drivers for the Phase 3 tasks:

- Forecast Informed Reservoir Operations (FIRO); SCWA, Scripps Institute for Oceanography, and NOAA are partnering with the USACE to test a new paradigm for managing California's most precious natural resource. The Russian River will be a focus for this work.
- It has become known that antecedent soil moisture conditions are a primary determinant of whether a winter storm produces flooding. In Phase 2, NOAA installed soil moisture sensors around Lake Mendocino to support the FIRO activities (see Table 1 and Figure 1).
- The Russian River watershed is not well observed from the standpoint of quantitative precipitation estimation. In Phase 2, NOAA complemented a long-term precipitation observing site at Cazadero with additional precipitation observing sites to investigate the spatial variability in precipitation microphysics (see Table 1 and Figure 1).
- A National Water Model has been introduced by the NOAA Office of Water Prediction (OWP). NOAA PSD staff will work closely with OWP staff to determine how this model can take advantage of Russian River soil moisture measurements through independent verification and/or data assimilation techniques. NOAA is planning a water focused activity in FY18. The Russian River is being strongly considered as a possible watershed to conduct detailed study for improving water forecasts and services.
- Lessons learned from this work apply to other at-risk watersheds along the Pacific Coast and elsewhere. In particular, lessons learned from Task 1 will be shared with the OWP to help improve how soil moisture is treated in the National Water Model and lessons learned from Task 2 will be shared with the National Sever Storms Laboratory for possible improvements to the operational Multi-Radar Multi-Sensor quantitative precipitation system.

## Project Tasks

### Task 1: Soil Moisture Observations

- a) Soil moisture and rain gauge deployments, operations and maintenance (Allen White, Lead)



Phase 3 will support the annual operations and maintenance (O&M) of the observations that were installed as part of Phase 2. It is recommended that these observations be supported for at least three years (through springtime of 2020) to include a Russian River study funded by NOAA's FY18 water initiative. NOAA and Scripps Institute for Oceanography (SIO) will deploy additional soil moisture stations and precipitation gauges across the Russian River watershed to better represent the basin conditions and susceptibility to flooding. In particular NOAA will augment the Santa Rosa and Middletown observing sites with soil moisture probes this winter (by the end of Nov. 2016). NOAA will also search for suitable soil moisture sites near Yorktown, Graton, and in the Austin Creek drainage or other location to be determined by SCWA and NOAA PSD. These deployments will bring the total to ten soil moisture stations of the twelve that were indicated in Phase 2. However, the cost and time associated with securing leases with individual land owners for these deployments was much higher and longer than expected. There are an additional six Russian River soil moisture sites supported by CA-DWR and HMT (see Table 1 and Figure 1). NOAA will coordinate with SIO to locate a few additional soil moisture stations with rain gauges in the watershed. SCWA will support the annual O&M costs (site leases, electric utilities, data communications) for the NOAA soil moisture, rain gauge and S-band radar deployments. All labor and travel costs will be covered by NOAA. In addition, there will be no charge to SCWA for the deployment of the additional five soil moisture deployments outlined in this document (Phase 3).

**Table 1.** Locations of HMT and related program (non-NWS) rain gauge and soil moisture sites in the Russian River watershed. Sites are listed from North to South. The locations of these 33 non-NWS gauging sites are plotted on a map in Fig. 1.

Location	Station ID	Latitude	Longitude	Rain gauge?	Soil moisture?	Other Instrumentation	Program
Potter Valley	POV	39.34915	-123.13658	Y		Inversion tower	Habitat Blueprint
Willits	WLS	39.34630	-123.31660	Y	Y	T, RH	DWR-HMT
Redwood Valley N	RVN	39.34065	-123.22973	Y	Y	T, RH	SCWA-Phase 2
Potter Valley	PTV	39.33579	-123.13830	Y	Y	T, RH	DWR-HMT
Potter Valley C	PVC	39.32094	-123.10275	Y	Y	T, RH	SCWA-Phase 2
Potter Valley W	PVW	39.32043	-123.18016	Y	Y	T, RH	SCWA-Phase 2
Redwood Valley E	RVE	39.31427	-123.18690	Y	Y	T, RH	SCWA-Phase 2
Redwood Valley W	RVW	39.30141	-123.26011	Y	Y	T, RH	SCWA-Phase 2
Ukiah N	UKN	39.19406	-123.21163	Y		Inversion tower	Habitat Blueprint
Ukiah E	UKE	39.15229	-123.18837	Y		Inversion tower	Habitat Blueprint
Hopland N	HLN	39.06266	-123.14529	Y		Inversion tower	Habitat Blueprint
Hopland	HLD	39.00300	-123.12090	Y	Y	T, RH	DWR-HMT
Hopland	HOP	39.00000	-123.09000	Y		S-band radar, disdrometer, sfc. met.	SCWA-Phase 2
Hopland E	HLE	38.98279	-123.08782	Y		Inversion tower	Habitat Blueprint
Cloverdale N	CLN	38.82517	-123.01999	Y		Inversion tower	Habitat Blueprint
Middletown	MDT	38.74563	-122.71120	Y	Deploy Nov. 2016	S-band radar, disdrometer, sfc. met.	SCWA-Phase 2,3
Geyserville NE	GSN	38.72053	-122.89595	Y		Inversion tower	Habitat Blueprint
Lake Sonoma	LSN	38.71870	-123.05370	Y	Y	T, RH	DWR-HMT
Geyserville	HOF	38.71730	-122.91100	Y		Sfc. met.	Western Weather
Skaggs Springs	SGS	38.71654	-122.99305	Y		Inversion tower	Habitat Blueprint
Geyserville W	GYM	38.70600	-122.91600	Y		Sfc. met.	Western Weather
Geyserville W	GSW	38.70417	-122.97318	Y		Inversion tower	Habitat Blueprint
Alexander	PIC	38.67540	-122.82500	Y		Sfc. met.	Western Weather
Lytton	RVO	38.66680	-122.84600	Y		Sfc. met.	Western Weather
Healdsburg NE	HDN	38.65377	-122.81041	Y		Inversion tower	Habitat Blueprint
Healdsburg	HBG	38.65300	-122.87320	Y	Y	T, RH	DWR-HMT
Kellog	KIG	38.62486	-122.66919	Y		Inversion tower	Habitat Blueprint
Healdsburg S	HDS	38.58560	-122.87061	Y		Inversion tower	Habitat Blueprint
Windsor E	WNE	38.56881	-122.77731	Y		Inversion tower	Habitat Blueprint
Santa Rosa	STR	38.51540	-122.80220	Y	Deploy Nov. 2016	S-band radar, disdrometer, sfc. met.	SCWA-Phase 2,3

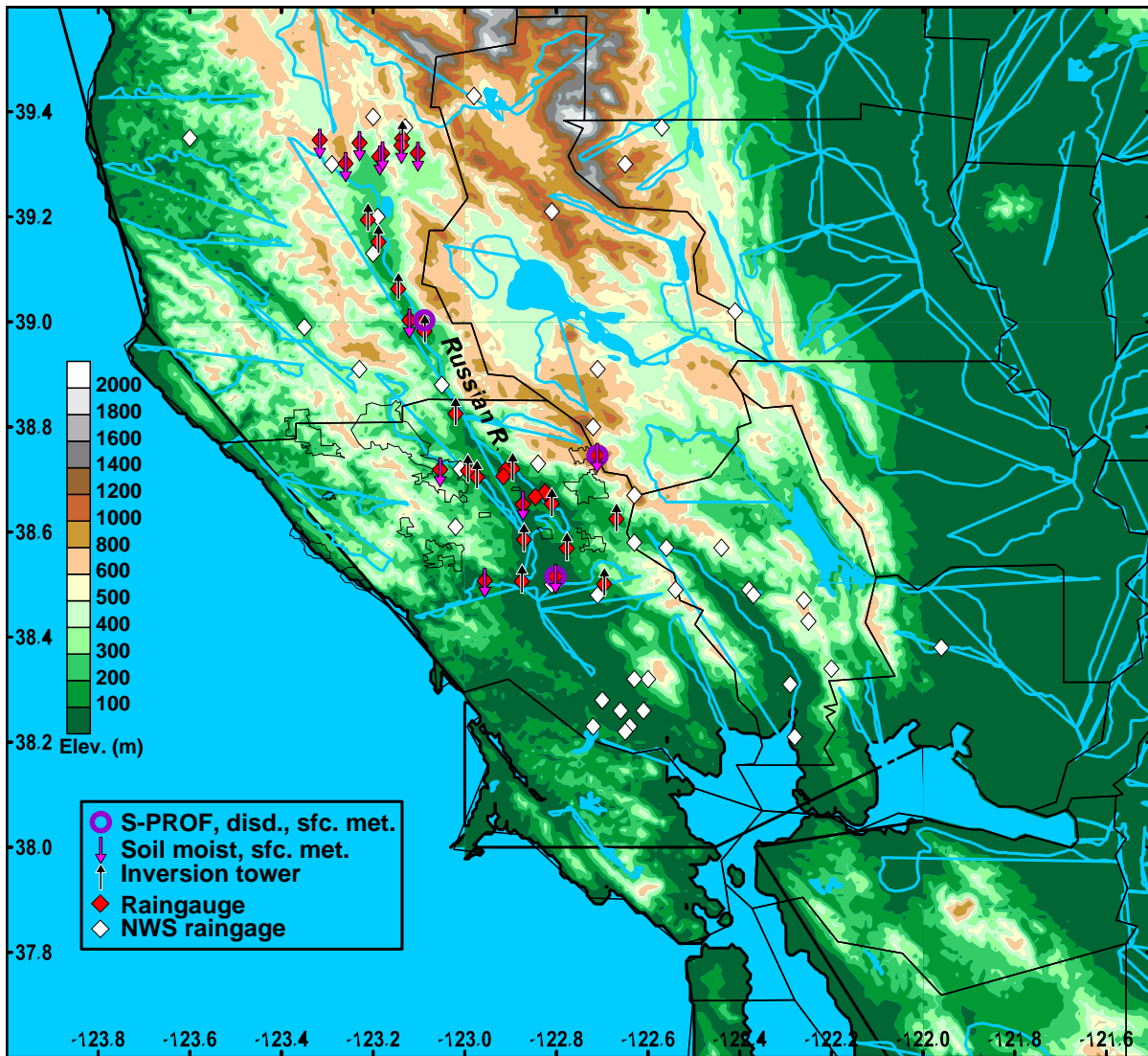


Rio Nido	ROD	38.50730	-122.95650	Y	Y	T, RH	DWR-HMT
Santa Rosa NW	SRN	38.50596	-122.87550	Y		Inversion tower	Habitat Blueprint
Santa Rosa NE	STN	38.50092	-122.69583	Y		Inversion tower	Habitat Blueprint

**b) Soil moisture data assimilation study (Bob Zamora, Lead)**

The NOAA Office of Water Prediction has released a National Water Model (NWM) that provides 1-km resolution streamflow across the CONUS. The performance of this model will be evaluated in the Russian River. An important aspect of this work will determine if the soil moisture observations can improve understanding of the surface-subsurface physical processes that are parameterized in the NWM as well as the potential for using the soil moisture information to improve the performance of the model for predicting ensuing streamflow. Phase 3 will partially offset NOAA’s investment in this work.

The deliverables for this task will be a report outlining the results of activity and a journal publication.



**Figure 1.** Basemap indicating locations of instrumentation supported by collaborations between NOAA and SCWA (see Table 1 for a list of these locations). Also shown are rain gages used by the NWS/CNRF.

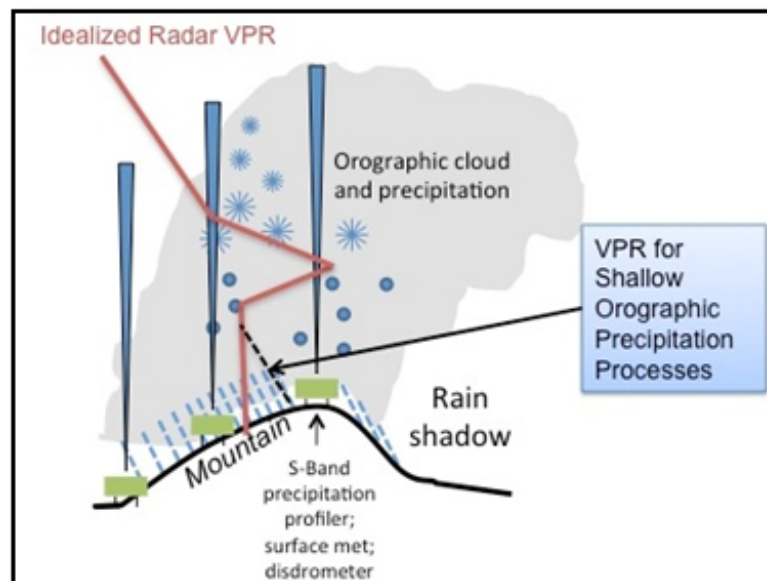
## Task 2: Vertical profile of reflectivity (VPR) QPE correction (Rob Cifelli, lead)

A key aspect of estimating rainfall with radar is the need to relate what the radar “sees” in the cloud to the actual rainfall on the ground. Rainfall estimates from single polarization radars (e.g., KPIX) are usually achieved by relating the measured radar reflectivity (Z- essentially the return power) to rainfall (R) through a Z-R relationship. Dual polarization radars, including the recent upgrade to NEXRAD, can use a variety of methods to estimate rainfall, including Z-R. In any case, the ability of radar to accurately estimate surface rainfall depends on the radar observing the precipitation process that is responsible for producing rain on the ground. HMT research has shown that, in many regions with topographic terrain, including the Russian River watershed, a significant fraction (> 25%) of the rainfall can occur from shallow rainfall processes caused by the air rising over the terrain (White et al. 2003; Neiman et al. 2005). This so called “non-bright band rain” is often below the height observed by the radar. In order to account for non-bright band rain, the radar data requires a VPR correction that accounts for the shallow rainfall process (see Fig. 2).

The objective of this task is two-fold. First, we will utilize precipitation profiler data collected in strategic locations within the watershed to diagnose the cross-mountain variability of the low-altitude radar reflectivity profile. This information will be used to develop an “adaptive” VPR that factors in local terrain information. The QPE obtained using the adaptive VPR will be evaluated and compared to the QPE obtained using existing techniques. Second, we will use rain gauge observations, including observations from gauges recently installed in the upper Russian, to quantify the ability of the Mountain Mapper algorithm to capture precipitation gradients in the Russian River watershed. Mountain Mapper is the algorithm used by the California-Nevada River Forecast Center to produce “official” QPE across California.

The deliverables for this task will be a report outlining the results of activity and a journal publication.

This task was originally scheduled under Phase 2, however it was desired to use the additional rain gauges listed in Table 1 for the QPE VPR correction analysis that were finally installed at the end of Phase 2. Therefore, there is no charge to SCWA in Phase 3 to perform this task (see budget and timeline).



**Figure 2.** Schematic showing shallow precipitation process on windward slope of terrain and corresponding VPR profile below the freezing level: traditional profile (red line) and modified profile (black dash line).

## Budget and Timeline

An overall budget of all the Phase 3 tasks is provided in Table 2.

Table 2. Description of Phase 3 tasks and budget for SCWA FY17-20

\* NOAA’s in-kind contribution to this project averages \$240.3K annually over first three years to cover staff labor and equipment purchases/maintenance. NOAA and SCWA split costs to remove the observing equipment in 2020 or another agreement is written prior to 2020.

Project Task	Lead	Total Budget per year (\$K)	SCWA Budget per year (\$K)*	NOAA Budget per year (\$K)
1a. Observations, O&M	White	\$120, \$100, \$100, \$50	\$31, \$33, \$35, \$25	\$89, \$67, \$65, \$25
1b. Data Assimilation	Zamora	\$125, \$125, \$50, \$0	\$50, \$50, \$0, \$0	\$75, \$75, \$50, \$0
2. VPR QPE correction	Cifelli	\$300, \$0, \$0, \$0	\$0, \$0, \$0, \$0	\$300, \$0, \$0, \$0
Total:		\$545, \$225, \$150, \$50	\$81, \$83, \$35, \$25	\$464, \$142, \$115, \$25

\*SCWA budget assumes four annual payments shown in table or a lump sum payment of \$224K.

## References

Neiman, P. J., B. E. Martner, A. B. White, G. A. Wick, F. M. Ralph, and D. E. Kingsmill, 2005: Wintertime nonbrightband rain in California and Oregon during CALJET and PACJET: Geographic, interannual, and synoptic variability. *Mon. Weather Rev.*, **133**, 1199-1223

White, A. B., P. J. Neiman, F. M. Ralph, D. E. Kingsmill, and P. O. G. Persson, 2003: Coastal Orographic Rainfall Processes Observed by Radar during the California Land-Falling Jets Experiment. *J. Hydrometeorol.*, **4**, 264-282.



# Appendix A – Proof of Concept (Phase 1)

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## Improving Quantitative Precipitation and Frost Information for Sonoma County Proof-of-Concept Demonstration Scope of Work

### Need

Public utility and water resource managers require accurate and timely quantitative precipitation information (QPI) in order to make appropriate decisions regarding public safety, infrastructure and resources. Negative impacts to Sonoma County's Russian River result from inadequate quantitative precipitation estimation (QPE) and short-term quantitative precipitation forecasts (QPF). These data are not at sufficient spatial and temporal resolution, limiting critical information needed by water resource managers to take appropriate action in advance and during heavy rainfall events. Improvement of QPE and short-term QPFs at high resolution could help Sonoma County take mitigation actions in advance and during heavy rainfall events. Better understanding of storm evolution and dynamics could also aid planning and design of water supply and fishery facilities.

The concept for design and conduct of a Sonoma County QPI program is part of a larger collaborative effort for the San Francisco (SF) Bay Area. NOAA's Hydrometeorology Testbed (HMT; [hmt.noaa.gov](http://hmt.noaa.gov)) has demonstrated that installing additional advanced radars and other precipitation sensors, along with high resolution numerical weather modeling and information systems technology can improve current capabilities for tracking and forecasting precipitation coming from heavy precipitation events (i.e., atmospheric rivers - <http://www.esrl.noaa.gov/psd/atmrivers/>) over the ocean and across steep terrain. These advances in QPE and QPF could be implemented in concert with current National Weather Service (NWS) watch and warning systems in a region-wide strategy, which would support the many water jurisdictions dealing with storm runoff, river flooding and water supply management issues.

The regional collaborative approach has been reviewed and endorsed by the Bay Area Flood Protection Agencies Association (BAFPAA) for inclusion in the Bay Area Integrated Regional Water Management Plan (BAIRWMP)<sup>1</sup>. That program definition will require substantial funding spread over 5 to 10 years to install new precipitation sensors, develop specialized numerical models for Pacific Coast storms, and new portals for dissemination of QPI products to local, state and federal stakeholders.

In addition to improved QPI, Sonoma County water resource managers and area farmers require high resolution frost forecasts to better manage flows in the Russian River and its tributaries. Improved monitoring and prediction of frost conditions will help the agricultural community and the Sonoma County Water Agency (SCWA) better determine the need for crop protection and help manage water resources more effectively.

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<sup>1</sup> Bay Area Integrated Regional Water Management Plan, Appendix G: New Projects Added to the IRWM Plan (as of March 28, 2011); <http://bairwmp.org/plan/appendix-g-new-projects-added-to-the-irwmp-as-of-march-28-2011>

## Objectives

### Part I. QPI Proof of Concept

In anticipation of full and reliable deployment of the QPI program for Sonoma County and Russian River area it is required to conduct Proof-of-Concept (PoC) analyses to:

- A. Design the QPI sensor network and install key monitoring sites to evaluate utility of gap filling commercial radar for precipitation tracking,
- B. Assimilate and analyze gage and radar-rainfall and other data to assess state of the science for QPI in the Sonoma County and Russian River area,
- C. Demonstrate the types of precipitation and flood tracking and forecasting algorithms to be used,
- D. Design the system integration tools for QPI products dissemination, and
- E. Estimate the benefits that would accrue with full deployment of the QPI system.

With this information in place, phased deployment of the full QPI program could then proceed with maximum reliability and in a timely manner. This PoC project will inform development of a proposal to the California Integrated Water Resources Management (IWRM) through the Bay Area IRWMP and the North Coast IRWMP, which covers the Russian River basin.

### Part II. Frost Forecasting Proof of Concept

The frost forecast proof-of-concept will consist of 5 main tasks,

- A. Deploy new weather stations and ingest the current twice daily temperature (T) and dew-point (Td) 2.5 km NWS forecast grids for days 1- 3 covering the Alexander Valley test area,
- B. Utilizing the current downscaling methodology, obtain .5 km terrain information and downscale the forecast to this scale,
- C. Install NWS Model Spectrum software and apply to Healdsburg Airport. This software will provide a measure of uncertainty by quantifying the spread of all dynamic and statistical forecast guidance available,
- D. Develop a working threshold for frost/no-frost occurrence for use in developing a decision support tool,
- E. Conduct a Ag community customer workshop hosted by SCWA to determine current procedures used by the community to determine when and for how long to spray vineyards to mitigate for frost damage. NOAA will provide an overview of how forecasts will be produced and an example of how the forecast could be presented. Form the results of this workshop it will be determined the best means to transmit this forecast information to SCWA for their use in supporting the primary objective of reducing diversions for frost protection, and
- F. Develop a concept of operations for how the PoC would transition to a fully operational frost forecast system for the entire Russian River basin, including Mendocino County.

# Appendix B – Statement of Work for Phase 2 of HMT Activities Supporting the Sonoma County Water Agency

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Submitted by:

Dr. Marty Ralph, Dr. Rob Cifelli, Dr. Allen White, Dave Reynolds, Dr. Lynn Johnson  
Hydrometeorology Testbed Program, NOAA Earth System Research Laboratory

## Executive Summary

This Statement of Work (SOW) describes a set of Phase 2 tasks agreed upon by the Sonoma County Water Agency (SCWA) and the NOAA Hydrometeorology Testbed (HMT) program. The Phase 2 SOW builds on existing activities that are described in the Proof of Concept between SCWA and HMT (attached here for reference as Appendix A). This Proof of Concept, referred to as Phase 1, was initiated in February 2012 and ends in August 2013. Herein, a set of Phase 2 tasks is described for the time period beginning in March 2013 and ending in January 2017. There are several overarching drivers for the Phase 2 tasks, including:

- The Russian River area is one of the most flood-prone in the nation and requires specialized tools and methods to mitigate flood risk;
- A biological opinion (BO) issued by NOAA/NMFS requires a variety of actions including optimized operation of flood control and water supply facilities, especially Lakes Sonoma and Mendocino;
- Significant advances in understanding atmospheric rivers (ARs) have revealed key environmental conditions that need to be better monitored and predicted, especially the intensity, orientation and duration of AR conditions and the amplifying effects of mountains and modulating effects of soil moisture;
- The utility of AR observations in reservoir operations was demonstrated in WA State;
- The CA Dept. of Water Resources and NOAA are deploying an AR observatory (ARO) at Bodega Bay, and have equipped the Russian River area with water vapor and soil moisture sensors;
- Lessons learned from this work apply to other at-risk watersheds along the Pacific Coast and elsewhere; and
- Interagency (NOAA, ACE, USGS) activities are occurring in the Russian River watershed but will require additional coordination and planning to ensure optimal outcomes under IWRSS.

Regarding the last bullet, a meeting held at SCWA on February 27, 2013 included representative from SCWA, HMT, and the USGS and was aimed at identifying areas where coordinated activities in the Russian River watershed between NOAA and the USGS could be identified. Draft versions of proposals from HMT and the USGS have been exchanged and preliminary discussions have taken place. Herein, we identify areas of work at NOAA where coordinated activities with the USGS are anticipated.

In the next section, the tasks for each topic area are described. Individual tasks are partitioned in three topic areas: Atmospheric Rivers (T1), Quantitative Precipitation Information (QPI – T2), and Frost Prediction (T3). In addition, a budget describing support for each task and timeline are also provided. Note that several of the tasks extend beyond the scope of Phase 2 and are intended to continue until January 2017. Support for the continuation of these tasks will be discussed at a later date.



# Topic Areas and Task Descriptions

This section describes the tasks within each topic area: ARs, QPI, and Frost.

## Topic 1: Atmospheric Rivers (ARs)

### a. Case Study of Landfalling AR, Reservoir Operations and Benefits (Marty Ralph)

This activity will “tell the story” of the ARs and water management responses for two case study events – March 2007 and March 2012. The March 2007 event was one where reservoir inflows were not held in storage and were consequently lost downstream without refilling. The March 2012 event involved capture and holding the runoff in storage for summertime releases (Fig. 1). The 2012 event demonstrates the effectiveness of the optional rule curve to allow capture of later winter season inflows. Water year 2013 will be considered as an additional case if suitable.

We would describe the AR predictions involving offshore detection and tracking, performance of the atmospheric forecast models, details of the AR flux tool and the eventual flood runoff as determined by stream gage records and the HMT distributed hydrologic model. HMT would be joined by staff of the CNRFC and WFO-MTR in documenting the hydromet forcings and flood runoffs for these events. We would then collaborate with RR water managers, including the SCWA, USACE and NOAA/NMFS to document the operations of the reservoirs, forecast information used, the volumes of water captured and released, and a comparison of the benefits obtained with the modified operation of reservoir pools. In documenting these cases, we would anticipate that opportunities may be gained in learning about AR forecast information that is now available could be used to further enhance water management applications.

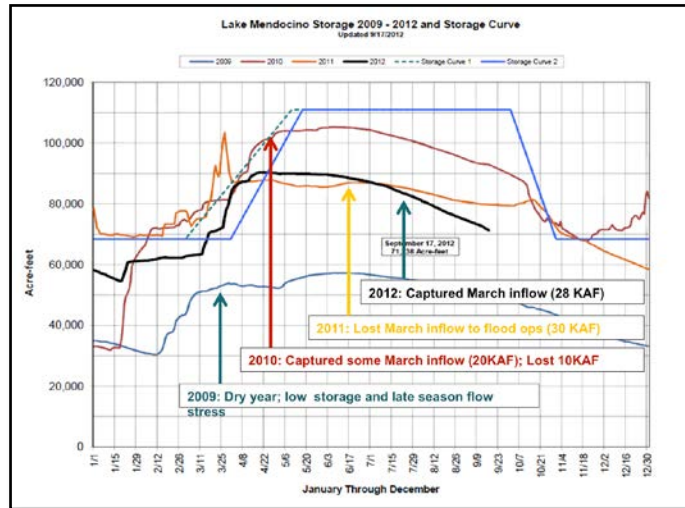


Figure 1. Time series of water storage in Lake Mendocino with USACE rule curve overlaid (blue).

**A key deliverable for this task will be a peer-reviewed paper with co-authors from NOAA/OAR, SCWA, USACE, NOAA/NMFS – target journal “JAWRA.”**

In addition, the collaboration activity will provide an opportunity for learning by the respective agency staffs; the water managers would learn about advancements being made in AR detection, tracking and coupled distributed hydrologic modeling. In turn, HMT staff will learn how the hydrometeorology information is used, the relative value of AR forecast products and tools, and how such information could be disseminated to maximum effect and benefit.

### b. Assessment of Forecast-Based Operations and Values of Advanced AR Forecasts (Lynn Johnson)

This activity will build off the first case study but will seek a more formal analysis of the linkage between AR detection and forecasting, and the water management benefits that would accrue. A key point here is that forecasts of when ARs will not occur can be very important for reservoir operations in conserving water already in storage for later release. We intend to take a fundamental look at forecast-based operations (FBO) strategies which are not constrained by the current rule curve approach. It is noteworthy that there is a project involving examination of FBO approaches for the Folsom dam and reservoir currently on-going. The Folsom study involves pre-release strategies to draw down into the conservation zone to maximize flood storage. In our study we would examine pre-release as well as holding water in flood storage when there is no threat of storms

To analyze FBO strategies we would apply a longer time series of AR event history, say for 25 years. We would first use the historical record of reservoir inflows (adjusted to future conditions as for the Eel River diversions);

this would establish an upper bound on benefits. We would then apply forecasts of AR events and clear weather periods to assess adaptive operations of the RR reservoirs. Uncertainties of the forecasts and reservoir operations would be characterized.

Results of the FBO analyses will then be used to assess benefits. A summary review of the spectrum of water management purposes in the Russian River basin will be prepared, including the actions that might be taken given the various types of hydromet information. These actions may be taken by the SCWA, the main federal and state water management agencies (e.g. USACE, NMFS), as well as other local and regional entities, and citizens.

Methods for estimation of values of advanced precipitation and hydrologic forecasts will be developed to address flood control, water supply, fisheries and recreation purposes. Literature on procedures for hydromet information benefits estimation will be reviewed and summarized. Methods for benefits estimation can involve a range of data collection and analysis procedures, including interviews, post-event surveys, and computer simulations.

This activity will involve coordination with the SCWA and other agency staffs in providing data and perspectives on their water management requirements and the potential for modification of these given the advanced AR and hydrologic forecasting capabilities. The estimation procedures and case study results will be summarized per their applicability for water management. Comments will also be offered on the usefulness of the developed benefits estimates for guiding investments in enhanced hydromet information services.

A Key deliverable will be a peer-reviewed paper – target journal “JAWRA.”

## **Topic 2: Quantitative Precipitation Information (QPI)**

### **a. Assimilate New Observations for QPE (Rob Cifelli)**

The current Proof of Concept QPI project is demonstrating the impact of KPIX radar data on rainfall estimation (QPE) in the Russian River watershed. Preliminary analysis of KPIX data has shown that KPIX improves QPE slightly compared to NEXRAD radar data (KDAX); however, there are large biases (underestimates) of rainfall with or without KPIX at high elevation locations due to the fact that the radar is often unable to capture shallow orographic precipitation processes (see Fig. 2). Also, gaps remain in terms of observing precipitation in the upper Russian, where radar and rain gauge coverage is inadequate.

In Phase 2, it is proposed that:

- Enhanced rain gauge observations in the upper portion of the Russian River watershed (see Topic 2c below) will be used to provide better characterization of rainfall gradients with elevation across the basin. This enhanced network will include both existing winery gauges and new HMT gauges and the data would be made available to the California-Nevada River Forecast Center (CNRFC). Currently, the CNRFC uses a limited set of rain gauge data (no radar data is used by the CNRFC) in combination with the Parameter-elevations Regressions on Independent Slopes Model (PRISM - <http://www.prism.oregonstate.edu/>) climatology for QPE (Shaake et al. 2004). The proposed additional rainfall observations would be used to determine when and where the PRISM interpolation adequately captures precipitation gradients. *This work could be performed in coordination with USGS activities to improve climate downscaling of precipitation in the Russian River watershed.*
- Prototyping and evaluation of QPE using a precipitation interpolation scheme developed by HMT in concert with the enhanced observation network data described in the previous bullet. The interpolation methodology is similar to PRISM but does not depend on a monthly climatology. It performs down-scaling using additional

meteorological variables (e.g., wind direction) to improve the interpolation of rain gauge data in complex terrain regions (Hsu et al. 2011). The deliverables for this task will be a report outlining the results of activity and a journal publication.

**b. Vertical profile of reflectivity (VPR) QPE correction (Marty Ralph and Rob Cifelli)**

A key aspect of estimating rainfall with radar is the need to relate what the radar “sees” in the cloud to the actual rainfall on the ground. Rainfall estimates from single polarization radars (e.g., KPIX) are usually achieved by relating the measured radar reflectivity (Z- essentially the return power) to rainfall (R) through a Z-R relationship. Dual polarization radars, including the recent upgrade to NEXRAD, can use a variety of methods to estimate rainfall, including Z-R. In any case, the ability of radar to accurately estimate surface rainfall depends on the radar observing the precipitation process that is responsible for producing rain on the ground. HMT research has shown that, in many regions with topographic terrain, including the Russian River watershed, a significant fraction (> 25%) of the rainfall can occur from shallow rainfall processes caused by the air rising over the terrain (White et al. 2003; Neiman et al. 2005). This so called “non-bright band rain” is often below the height observed by the radar. In order to account for non-bright band rain, the radar data requires a VPR correction that accounts for the shallow rainfall process (see Fig. 3)

The objective of this task is to utilize precipitation profiler data collected in strategic locations within the watershed to diagnose the cross-mountain variability of the low-altitude radar reflectivity profile (see Topic 2d below). This information will be used to develop an “adaptive” VPR that factors in local terrain information. The QPE obtained using the adaptive VPR will be evaluated and compared to the QPE obtained using the down-scaling methodology described above as well as existing techniques for QPE.

The deliverables for this task will be a report outlining the results of activity and a journal publication.

**c. Observing System: Surface Network Enhancements Above Lakes Sonoma and Mendocino (Allen White)**

This task will dramatically increase the number of soil moisture and raingage measurement sites in the Russian River watershed. These deployments also will complement the existing soil moisture and rain gauge sites operated by NOAA, USGS, and others. Current radar and raingage analysis indicates a lack of raingage observations in the coastal mountains, particularly terrain that drains into Lakes Sonoma and Mendocino, as well as other orographic “sweet spots” throughout the basin that drain into the mainstem or its tributaries. Antecedent soil moisture is also known to impact whether a flood ensues, so soil moisture instruments will be collocated with the raingages. Specifically, NOAA will deploy six new raingage and soil moisture sensor probes on the slopes above Lakes Sonoma and Mendocino and another six of the same observing packages in other favored orographic regions throughout the basin that are not covered by operational raingages. As part of this project, NOAA will replace the out-of-date surface meteorology and data communications equipment currently at Fort Ross. The Fort Ross site provides the only long-term (since late 1800s) precipitation measurement site in the region, and extending this record into the future is in jeopardy given age of the equipment .

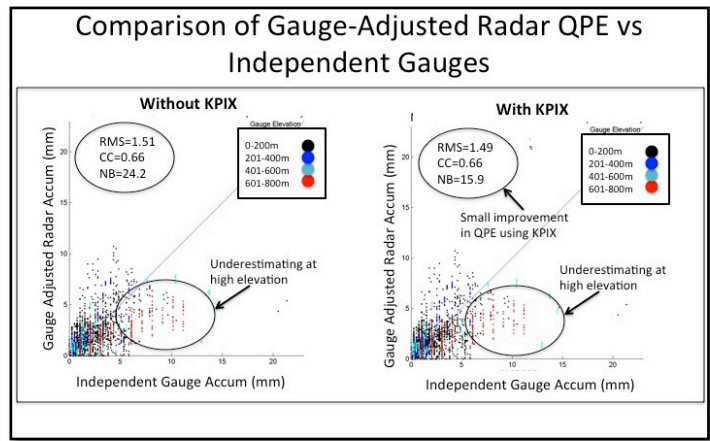


Figure 2. Comparison of QPE with (right) and without (left) KPIX radar data.

**d. Observing System: Vertical Profiling for QPE Correction (Allen White)**

Build and deploy 3 snow-level radars (SLR) to provide VPR correction information at varying horizontal distances (35-115 km) from KPIX and elevations ranging from the valley floor to ridge tops to capture varying VPR caused by orography. The SLRs are adept at measuring radar reflectivity and Doppler vertical velocity (approximately the fall speed of precipitation) at 90-foot vertical resolution from a few feet above the ground to the top of the precipitating cloud layer. This information will be used to correct the KPIX scanning radar data at different horizontal distances for errors associated with bright band contamination and change in reflectivity below the bright band, where warm rain processes can dramatically increase the radar reflectivity, as has been shown from more than a decade of S-band radar observations at Cazadero.

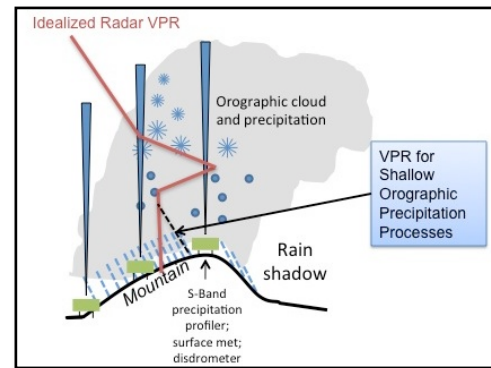


Figure 3. Schematic showing shallow precipitation process on windward slope of terrain and corresponding VPR profile below the freezing level: traditional profile (red line) and modified profile (black dash line).

**Topic 3: Frost Prediction**

**a. Frost Prediction: Next Steps (Dave Reynolds)**

The frost prediction prototype has been tested for the past year. It has proven to be a reliable and skillful system for producing high resolution (250m) digital forecasts of minimum and maximum temperatures for for the Alexander Valley along the Russian River. The fundamental premise of the design is to utilize real-time vineyard temperature data to bias correct numerical and statistical forecast models that allows the system to recognize the micro-climates within the complex terrain of the basin. The output of the model has been provided to the private contractor providing frost forecast to the growers via the Sonoma County Winegrape Commission. These products have included one week graphics of min and max temperatures, the raw and bias corrected temperature forecasts and model spread for all vineyards that have provided real-time data to the system, and hourly forecasts of temperature and dewpoint for the same sites. The current system as designed depends heavily on the Monterey NWS forecast office for the real-time observations, the NWS developed forecasts from Monterey and surrounding NWS offices, and some site specific model guidance particular to Sonoma County. In addition the current system is ingesting numerical forecast model guidance from a data feed within the NOAA Global Systems Division at ESRL. However this system is not monitored daily and has experienced reliability issues over the past year.

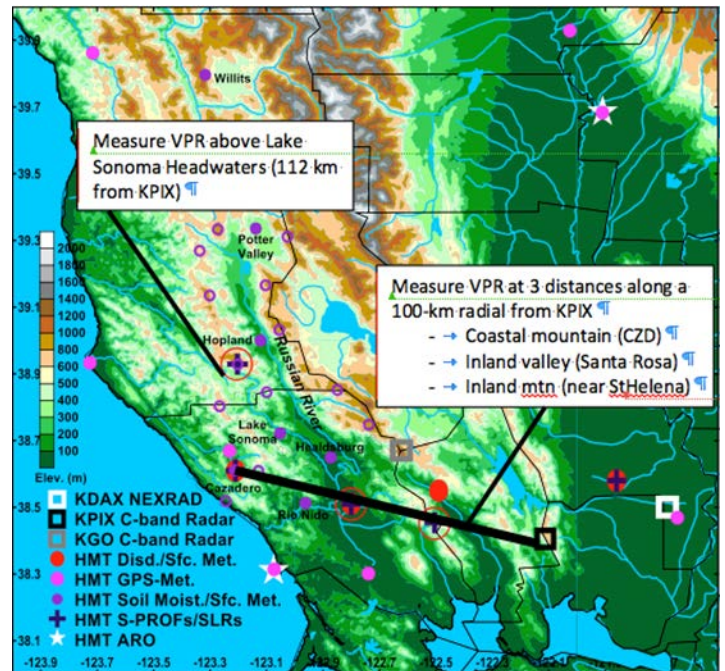


Figure 4. Basemap showing a strawman deployment of new raingage and soil moisture probes (open purple circles) and snow-level radars (red circles with crosses). Final site locations for the observing equipment will be determined jointly by NOAA and

To improve system reliability and usefulness to the user community, this follow-on work will consist of the following:

- 1) Reduce dependency on the NWS Monterey forecast office and the current numerical model forecast ingest system by developing a real-time observation and numerical model ingest system within the Physical Sciences Division of ESRL.
- 2) Transition the current gridded forecast system to what is called AWIPSII so that it is compatible with the data ingests system that will transition the gridded format from NetCDF to HDF5.
- 3) Expand the gridded forecast domain to the entire Russian River Basin. Expand the number of real-time vineyard weather stations within this area for bias correction of forecasts.
- 4) Improve the usability of the gridded frost/heat forecast system by engaging the wine growers and the private weather contractor in discussions on how these forecasts can best be used to reduce water usage during frost and summer heat events. Develop displays/products to best meet these needs.
- 5) Determine the utility of SODAR data to support decisions on fans versus sprinklers for mitigating frost damages. How representative is one SODAR in the Alexander Valley to inversion height at other locations in the surrounding Russian Basin. This may require fielding additional SODARS within the basin.
- 6) Document the frost/heat forecast system via publish article.

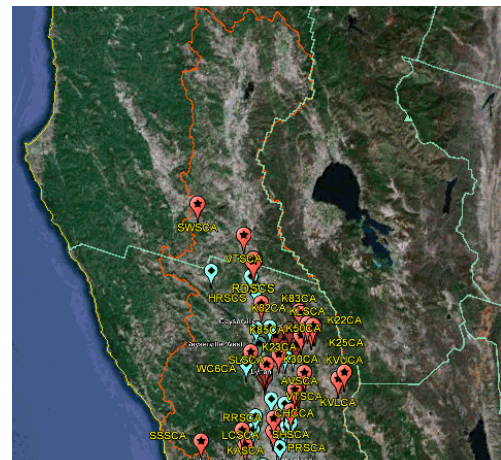


Figure 5. Real time vineyard station locations currently ingested into digital frost forecast system. Orange line is boundary of Russian River watershed. Cyan icons will be ingested within the next two weeks via agreement with TeraSpace.

## Budget and Timeline

An overall budget of all the Phase 2 tasks is provided in Table 1 and a time line for each task is shown schematically in Fig. 6.

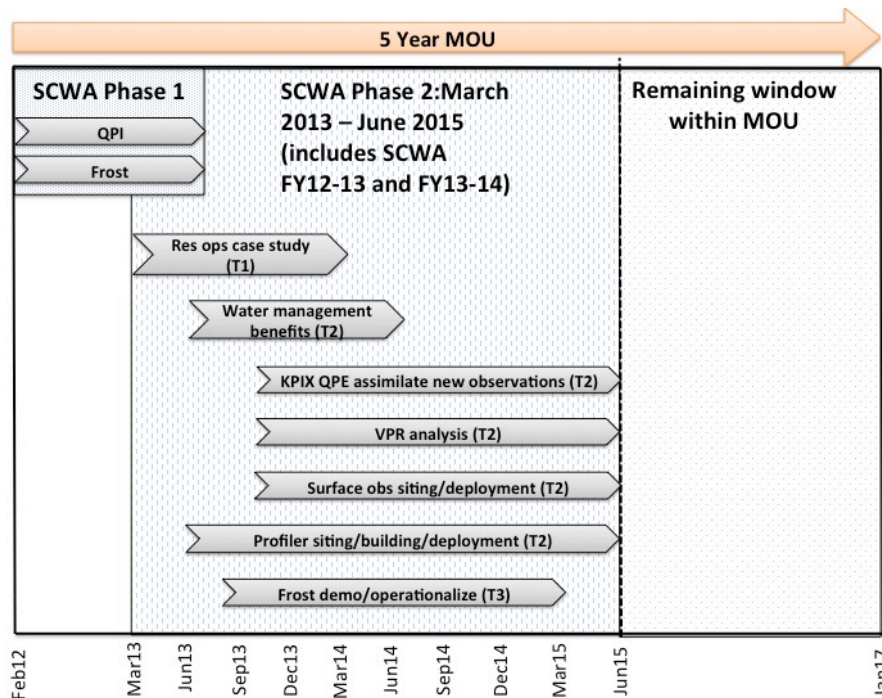
Table 1. Description of Phase 2 tasks and budget for SCWA FY12-13 and FY13-14.

Topic	Task	Lead	Budget Total (\$K)	SCWA FY12 13 (\$K)	SCWA FY13 14 (\$K)	PSD2 FY14 FY15 (\$K)
<b>T1: ARs</b>						
	Case study of landfalling AR, reservoir operations and benefits	Ralph	90	51	0	39
<b>T2: QPI</b>						
	KPIX QPE assimilate new observations	Cifelli and White	190	0	121	69
	Vertical profile (VPR) QPE correction	Cifelli and Ralph	235	0	135	100
	Observing system for QPE - surface	White	200	0	100	100

	Observing system for QPE - profiling	White	250	36	147	67
	Assessment of forecast-based operations and values of advanced AR forecasts	Johnson	75	0	75	0
<b>T3: Frost</b>						
	Frost prediction	Reynolds	150	0	150	0
	<b>Total (\$K)</b>		<b>1190</b>	<b>87</b>	<b>728</b>	<b>375*</b>

\* NOAA's in-kind contribution to this project is \$375k to cover staff labor and equipment purchases/maintenance

Figure 6. Time-line of Phase 2 tasks.



## References

Hsu C., R. Zamora, R. Cifelli, T. Schneider, L. Johnson, 2011: Toward the estimation of high-resolution daily precipitation in complex regions – The study of intertwined physiographic, vegetative, and climatologic factors for PRISM enhancement. Abstract, American Geophysical Union (AGU) Fall Meeting, December 5-9, 2011, San Francisco, CA, USA.

Neiman, P. J., B. E. Martner, A. B. White, G. A. Wick, F. M. Ralph, and D. E. Kingsmill, 2005: Wintertime nonbrightband rain in California and Oregon during CALJET and PACJET: Geographic, interannual, and synoptic variability. *Mon. Weather Rev.*, **133**, 1199-1223

Schaake, J., A. Henkel., and S. Cong, 2004: Application of PRISM Climatologies for Hydrologic Modeling and Forecasting in the Western U.S., Preprint, 18<sup>th</sup> Conf. on Hydrology, Amer. Meteor. Soc. 84<sup>th</sup> Annual Meeting, Seattle, WA, 7p.

White, A. B., P. J. Neiman, F. M. Ralph, D. E. Kingsmill, and P. O. G. Persson, 2003: Coastal Orographic Rainfall Processes Observed by Radar during the California Land-Falling Jets Experiment. *J. Hydrometeorol.*, **4**, 264-282.



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Mike West 524-1178

**Supervisorial District(s):**

First

**Title:** Sonoma Booster Station Electrical Upgrade and Pumping Reliability Project

### Recommended Actions:

- A. Authorize Sonoma County Water Agency's Interim General Manager to execute the Second Amended Agreement for Engineering and Design Services for Sonoma Booster Station Electrical Upgrade and Pumping Reliability (Project) with HDR Engineering, Inc., to provide engineering design services for the Project, increasing the amount by \$400,000 with a new not-to-exceed total of \$550,000, expanding the scope of work to include design of the entire Project, and extending the agreement term by three years to an end date of June 30, 2021.
- B. Authorize the Sonoma County Water Agency's Interim General Manager to amend the agreement, provided amendments do not cumulatively increase the total cost to the Sonoma County Water Agency by more than 10 percent, while retaining authorities under Resolution 04-0547, and do not substantially change the scope of work.

### Executive Summary:

This item requests approval for the Sonoma County Water Agency's (Water Agency) Interim General Manager to execute a second amended agreement with HDR Engineering, Inc. (increase of \$400,000 for a new total of \$550,000 through June 30, 2021) for engineering design for the Sonoma Booster Station Electrical Upgrade and Pumping Reliability Project (Project). The scope expansion is necessary because the Sonoma Booster Station currently lacks emergency generator power adequate to meet pumping demands, and there is no surge protection to protect the downstream pipeline from fracture. In addition, the reliability of the existing pump configuration needs to be improved.

### Discussion:

The Project is located at the Water Agency's Sonoma Booster Station Facility on Montgomery Drive in Santa Rosa, California. The Sonoma Booster Station pumps water from the Water Agency's Ralphine tanks to its customers in eastern Santa Rosa, the Valley of the Moon Water District, and City of Sonoma. The booster pump stations are necessary to deliver water to these customers and maintain pressure in the two supply aqueducts.



The Water Agency and HDR Engineering, Inc. (HDR) first entered into this Agreement on June 17, 2014, to provide engineering and design services for the electrical portion of the Project (Electrical Project) dated June 17, 2014 in the amount of \$150,000. The Electrical Project consisted of an upgrade of the existing electrical components and improvements to the back-up generator power. The scope of the design was later expanded in the First Amended Agreement to allow the Water Agency, through a separate consulting agreement, to investigate soil liquefaction potential and the vulnerability of structures. The First Amended Agreement extended the original term by two years.

This Second Amended Agreement was initiated because 1) emergency electrical power at the Sonoma Booster Station is not adequate to meet demands, and improvements beyond those identified in the original agreement were necessary; 2) the Sonoma Booster Station lacks surge protection to protect the downstream pipeline from fracture during a pressure surge; and 3) the existing pumping equipment lacks some essential reliability features. This Second Amended Agreement extends the term by three years and expands the scope of work to include design of the new components for an additional \$400,000.

Following completion of the design by early 2019, construction of the project is expected to be advertised and bid in mid-2019.

#### SELECTION PROCESS

On December 19, 2013, Water Agency issued a Request for Qualifications to seven firms.

The four firms listed below submitted Statements of Qualifications:

1. HDR Engineering, Inc., Folsom, CA
2. GHD, Santa Rosa, CA
3. Stantec, Rancho Cordova, CA
4. Summit, Santa Rosa, CA

The following criteria were used to evaluate each firm:

1. Responsiveness to work requirements
2. Professional qualifications and overall performance commitment
3. Demonstrated ability to perform the work in accordance with good practices common to the industry
4. Time required
5. Exceptions to agreement terms
6. Local Service Provider Preference (5%)

Water Agency staff recommended HDR for the work because they were the most responsive to the work requirements. HDR showed a better understanding of the work and provided a more extensive list of past projects showing relevant experience with the subject work than the other firms.

#### SERVICES TO BE PERFORMED

Under the proposed second amended agreement, HDR will provide engineering design, drafting, technical specification preparation, and assistance during bidding and construction for the Project.

HDR has completed approximately 60% of the electrical design under the original agreement. The electrical design will be incorporated into the remaining mechanical and structural design work, which is integrally dependent on the electrical design. HDR's familiarity with the Project, in combination with demonstrated experience and expertise with the mechanical and structural design elements, which are integral to the electrical design, establish HDR as uniquely qualified to complete the remaining design work, and a single source waiver was approved by the County Purchasing Division for this work.

The additional cost is \$400,000, for a new not-to-exceed agreement total of \$550,000. The new end date is June 30, 2021.

**RECOMMENDATIONS**

Water Agency staff recommends that the Board of Directors (Board) authorize the Water Agency's Interim General Manager to execute the Second Amended Agreement for Engineering and Design Services for the Project with HDR Engineering, Inc., to provide engineering design services for the entire Project, increasing the amount by \$400,000 for a new not-to-exceed agreement total of \$550,000, and extending the agreement term by three years for a new end date of June 30, 2021.

Water Agency staff also recommend that the Board authorize the Water Agency's General Manager to amend the agreement, provided amendments do not cumulatively increase the total cost to the Water Agency by more than 10 percent, while retaining authorities under Resolution 04-0547, and do not substantially change the scope of work.

**Prior Board Actions:**

06/17/2014: Approved agreement between the Water Agency and HDR Engineering, Inc., for engineering design for the electrical portion of the Sonoma Booster Station Electrical Upgrade and Reliability Project. Cost \$150,000; term end June 20, 2016.

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

This goal is met by investing in infrastructure.

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	400,000		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>400,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	400,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>400,000</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Funding for the amended agreement will come from appropriations included in the current FY 17/18 Water Transmission System budget for the Sonoma Aqueduct fund. Funding for construction will be budgeted from the Water Transmission System Sonoma Aqueduct fund in FY 19/20.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Amended Agreement			

pa\\S:\Agenda\agrees\01-09-2018 WA Sonoma Booster Station  
Electrical Upgrade\_summ.docm

CF/60-63-21 HDR Engineering, Inc. (Agree for Engineering and Design  
Services for Sonoma Booster Station Electrical Upgrade Project) TW  
13/14-046 (ID 4928)



## 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 9, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Zane, 565-2241

**Supervisorial District(s):**

Third

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

### **Recommended Actions:**

Approve Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entity for advertising and promotions activities for FY 17/18:  
Boys & Girls Clubs of Central Sonoma County, \$2,000.

### **Executive Summary:**

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

- 1.) Boys & Girls Clubs of Central Sonoma County for advertising and promotion; grant award of \$2,000.

### **Discussion:**

The Sonoma County Community Investment Program (formerly Advertising Program) utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and economic development events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally, the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Community Investment Program Policy is divided into different categories. Category C3 is “Local Events, Organizations, and Economic Development Grants.” The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$250,000 divided equally across each district. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of this award by the Board of Supervisors and execution of the Community Investment grant agreement contract by the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the County Administrator’s Office of advertising and promotional activity receipts up to the total amount of the grant award.

**Prior Board Actions:**

12-05-17, 9-12-17 – Awarded FY 17/18 Category E grants

**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.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	7,000		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>7,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	7,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>7,000</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
None.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
FY 17/18 Advertising Program Grant Award Agreement			



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Mary Booher 565-3779

**Supervisorial District(s):**

**Title:** Approve amendment to Memorandum of Understanding with Sonoma County Courts

### **Recommended Actions:**

Authorize the Chair of the Board of Supervisors to execute an amendment to the Memorandum of Understanding with Sonoma County Courts through June 30, 2018. Proposed amendment reflects changes in the Court's utilization of the Integrated Justice System and corresponding access for County staff for the Court's Tyler Odyssey Case Management System. As a result of this agreement, the Court will pay the County \$ 203,657 for services provided, and the County will pay the Court an estimated \$105,000 through the term of the agreement for access charges.

### **Executive Summary:**

The Board is requested to authorize the Chair to execute an amendment to the Memorandum of Understanding with Sonoma County Courts through June 30, 2018. This agreement covers the services provided by County Counsel, Information Systems Department, and General Services, Facilities Development and Management to the Courts and the Alternate Dispute Resolution Program that is managed by the Courts on behalf of the County. This amendment is specific to the Information Systems services, and reflects changes necessitated by the Court's implementation of the Tyler Odyssey Case Management System.

### **Discussion:**

In 1997 the State Legislature passed the Lockyer-Isenberg Trial Court Funding Act, which provided state funding to local courts for "court operations." The County's maintenance of effort was set at the same level that County spent for court operations in FY 94-95. The act provided that the courts and counties enter into written contracts on the use or provision of county services commencing in FY 99-00. These contracts are required to identify the scope of services, method of service delivery, terms of agreement, anticipated service outcomes, and the costs of those services.

When the current agreement was approved by the County, the Court was in the process of implementing the Tyler Odyssey Case Management System, and the agreement committed the County

and the Courts to negotiating a replacement agreement as the Tyler System was implemented. Staff have been negotiating with the Courts for over a year, and have agreed to the amendment as proposed today.

**TERMS:** The initial agreement provided for the Court to pay for services provided by the Information Systems Department for participation in the Integrated Justice System as well as network access charges. With the Implementation of Tyler, the Courts are no longer using the Integrated Justice System, resulting in an annual revenue reduction of approximately \$900,000. Staff have anticipated this loss, and have not budgeted for this revenue in fiscal year 2016-17 or 2017-18. In addition, during the 2016-17 Fiscal Year, the Courts challenged the invoices received from the County for these services, and this amendment results in the Courts paying 50% of the charges incurred in FY 2016-17 and 60% of the charges incurred in the first 2 months of FY 2017-18. The Courts began full use of the Tyler System in August 2017. Beginning in September 2017, the agreement provides for the Courts to pay a per/user access fee of \$38.82/month for access to the Integrated Justice System, to continue to insure integrity of the data being exchanged electronically between the two systems.

In addition, with the implementation of Tyler, County staff now needs access to information within that system that is not public information and is therefore not available on the public portal. The agreement provides for the County to pay \$8,361.20/month plus \$44.41/user, beginning when the Court began using Tyler for civil and family law cases in October of 2016.

**FINANCIAL SUMMARY:** Upon approval of this agreement, the Courts will pay the County \$, which is net due for invoices from the County to the Courts, less the invoices from the Courts to the County, from October, 2016-October, 2017. From November, 2017 through June, 2018, the County will be invoiced by the Courts for the access charges to the Tyler System, estimated to average \$12,700/month, based on the actual number of users. The Courts will be invoiced by the County for access charges to the Integrated Justice System, based on the actual number of users at \$38.82/user/month. The net county impact for the remainder of the fiscal year is expected to be \$105,000.

**Prior Board Actions:**

11-17-2015 Approval of Memorandum of Understanding with the Courts for July 1, 2-15-June 30, 2018

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

Sonoma County is committed to providing efficient and coordinated justice services, in collaboration with the Sonoma County Curt, and the approval of this amendment supports this commitment.



<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested	\$105,000		
<b>Total Expenditures</b>	\$105,000		
General Fund/WA GF			
State/Federal			
Fees/Other	\$203,657		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	\$203,657		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>As the County has anticipated the implementation of the Tyler Case Management System since development of the FY 2016-17 budget, no revenue has been budgeted by Information Systems Department pursuant to the existing agreement. Therefore, all revenue associated with this settlement, is un-budgeted, and will be appropriated to cover new costs associated with County staff accessing the Tyler Case Management System as part of a consolidated budget adjustment. The current Memorandum of Understanding expires on June 30, 2018, and costs for the future fiscal years will be determined in the negotiation of the successor agreement.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Amendment to the Court Memorandum of Understanding, including revised Exhibit C and Exhibit D			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Approved Memorandum of Understanding, effective July 1, 2015-June 30, 2018			

FIRST AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SUPERIOR COURT OF CALIFORNIA, SONOMA COUNTY  
AND  
COUNTY OF SONOMA  
FOR  
THE USE AND PROVISION OF COURT AND COUNTY SERVICES

This FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“**First Amendment**”) between the Superior Court of California, Sonoma County (“**Court**”) and the County of Sonoma (“**County**”), dated effective January 9, 2018 (the “**Effective Date**”), amends that certain Memorandum of Understanding between the Court and the County for the Use and Provision of Court and County Services, entered into as of July 1, 2015 (“**MOU**”).

The Court’s transition from using the County’s Integrated Justice System (“**IJS**”) for information case management, to the Court’s new case management system known as the Tyler Odyssey Case Management System (“**Odyssey**”) gradually occurred during the period commencing October 1, 2016, and continuing through August 31, 2017. Accordingly, (i) the amounts owed to the County from the Court for IJS under the MOU require adjustment, and (ii) the County is obligated to pay the Court for Odyssey information technology services beginning October 1, 2016. In addition, new compensation arrangements for IJS and Odyssey have been agreed upon and take effect as of September 1, 2017, and continue through the MOU term ending on June 30, 2018.

Accordingly, the Court and the County agree as follows:

1. Exhibit C (Information Systems) of the MOU is hereby amended and restated in its entirety, as set forth at Schedule 1 attached hereto and made a part of this First Amendment.
2. Exhibit D (Court Services) of the MOU is hereby amended and restated in its entirety, as set forth at Schedule 2 attached hereto and made a part of this First Amendment.
3. Except as amended herein, the remaining terms and conditions of the MOU are hereby ratified and confirmed, and shall continue in full force and effect.
4. This First Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together shall constitute one and the same agreement.

(Signature Page and Schedules Follow)

This First Amendment is entered into by the authorized parties hereto for all purposes as of the Effective Date.

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Presiding Judge Date

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Court Executive Officer Date

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Chair, County Board of Supervisors Date

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Reviewed as to form by County Counsel Date

**ATTACHMENTS:**

**Schedule 1 – Amended and Restated Exhibit C**

**Schedule 2 – Amended and Restated Exhibit D**

**SCHEDULE 1**

**AMENDED AND RESTATED**

**EXHIBIT C**

**INFORMATION SYSTEMS**

**EFFECTIVE DATE: JANUARY 9, 2018**

(See Attached)

**AMENDED AND RESTATED**

**EXHIBIT C**

**INFORMATION SYSTEMS**

**DATED EFFECTIVE: JANUARY 9, 2018**

**Section I - Data Exchanges and Integrated Justice System Access**

**A. Overview**

The Court's new case management system known as the Tyler Odyssey Case Management System ("Odyssey") has changed how the Court's Data is shared with County justice partners and is described in greater detail in the Amended and Restated Exhibit D to the MOU. The Data is now shared through web portals and electronic interfaces. The Court and County will continue to work and collaborate with the County Information System Department ("ISD") and other criminal justice partners to facilitate the electronic interfaces which are known as the "*Court bound interfaces*" and the "*County bound interfaces.*" Each party will continue to bear its own development costs and computer infrastructure associated with electronic interfaces.

**B. Scope of Services**

Previously, ISD provided the Court with Integrated Justice System ("IJS") access as well as "Service Desk" and programming support. In fiscal year 2016-17, the Court transitioned to Odyssey and no longer utilized all of the IJS services. The Court reduced its use of the County's IJS access during that transition period from October 1, 2016, through the Odyssey "Go Live" period ending on August 31, 2017. Thereafter, commencing September 1, 2017, the County began providing the Court with read-only IJS access for limited Court users.

**C. Cost**

1. Transition. From October 1, 2016, through August 31, 2017, the Court reduced its use of IJS. The cost of the Court's use of IJS and ISD services during that time period totals \$369,826.27.

2. Read-Only IJS Access. From September 1, 2017, through the remainder of the term of the MOU, unless otherwise earlier terminated, the Court will have read-only IJS access for limited designated Court users at a per user monthly rate of \$38.82.

**D. Data Exchange Confidentiality and Security**

1. Purpose. The purpose of this section is to memorialize the parties' understanding concerning the Court's access to County Data and the County's access to Court's Data contained in electronic interfaces between County supported IJS and Court supported Odyssey. County and Court acknowledge that Data shared through the electronic interfaces may be sensitive and

confidential. Accordingly, Data exchanged through the electronic interfaces shall be governed by all applicable privacy laws, statutes, rules and regulations.

2. Safeguarding Data. The parties must comply with all applicable local, state, and federal laws and regulations concerning safeguarding of confidential Data, including Penal Code section 13300. The parties may disclose Data to the extent necessary to (i) comply with any applicable law, rule, regulation, ruling, and/or valid public records request pursuant to the California Public Records Act or California Rule of Court 10.500; (ii) respond to any enforceable summons or subpoena; or (iii) enforce their rights under the MOU.

3. Data.

3.1 **“Data”** means all data and information in any format or media that is accessed by a party from the other party or exchanged between the parties in connection with the MOU.

3.2 Ownership of Data. All Data will remain the property of the originating party except as set forth herein. The parties shall use Data received under this section of the MOU only to perform their official duties, in conformity with the terms of the MOU, and for internal statistical and research purposes as permitted by law, and for fulfilling employment, certification or licensing duties as authorized by law. The parties accept sole responsibility for ensuring that their respective employees, agents, and contractors access system Data for legitimate criminal or civil justice purposes; that their employees, agents, and contractors do not sell, assign, transfer, distribute, disseminate, misuse or make any unauthorized disclosures of the Data in the electronic interfaces; and that all employees, agents, and contractors comply with all other provisions of this section of the MOU.

3.3 Data Integrity. Data integrity may be compromised by failed Data exchanges, failure to send Data exchanges, incorrect Data in exchange messages, and/or failure to properly process an exchange message. Court and County technical staff will cooperate in good faith to jointly determine and implement the necessary processes and procedures to ensure Data integrity between the Court and County Data systems, with attention to the need for timeliness in identifying and correcting any Data integrity issues.

3.4 Notification of Security Breaches. Each party agrees that in the event of any breach or compromise of the security, confidentiality or integrity of Data where personal or confidential information was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, the party becoming aware of the security breach shall immediately notify the other party (email will suffice for this purpose) of the breach of the security system containing such Data, comply with all notification actions, and/or assist with all notification actions required by applicable law. Should any form of Data breach occur, the parties shall comply with Civil Code section 1798.29.

**E. Infrastructure and Network Services.**

1. Network Support. The County’s network support hours are Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding County holidays.

Should the County determine that the Court caused problems that may compromise, impair or disable the County network in any way, Data Exchange and Integrated Justice System network services between the Court and the County will be subject to immediate disconnection, until such time as the cause and a resolution is determined. Prior to a decision to disconnect, the County will notify the Court of the problem and intention to disconnect. Every reasonable effort will be made to avoid the occurrence of disconnecting the County IJS network from the Court Odyssey network.

2. ISD Service Desk Services. The County's service desk hours are Monday through Friday from 7:00 a.m. until 6:00 p.m., excluding County holidays.

The County's ISD Service Desk is the primary contact for all IT related service interruptions or other issues. Contact the Service Desk by emailing your request to [ISD-ServiceDesk@sonoma-county.org](mailto:ISD-ServiceDesk@sonoma-county.org). If there is a critical interruption in service, the Court should call the ISD Service Desk at (707) 565-2030.

## **Section II – Information Systems Department Telecommunications Services**

### **A. Method of Service Delivery**

ISD shall maintain an ongoing relationship with the Court by providing limited communications services. Except as agreed upon through this or any other technical working agreement, ISD communications services will be provided utilizing the same systems, forms, policies and procedures, and other methods ISD uses with County departments.

### **B. Scope of Services**

The Court is responsible for installation, maintenance and repair of all telecommunications services including, but not limited to, telephone services, voice mail, Automatic Call Distribution systems, pagers, cellular telephones and associated services relating to all Court locations. ISD is responsible for wiring modification to existing communication systems. Most of the ISD staff performing wiring modification are under contract to ISD from a private vendor, Nexus IS, and their services are billed at actual cost.

The County of Sonoma operator will continue to refer Court-related calls and inquiries to the appropriate Court numbers.

### **C. Cost of Services**

The Court will be charged by the same methodology as is used for County departments, provided the methodology used to determine Court charges reflects only the actual cost of the specific services provided to Court.

As provided in Section 9 of this MOU, in the event the COURT or ISD desire to adjust services and/or charges specified in this MOU or this Exhibit, changes may be made at any time during the term of this MOU upon mutual agreement of the COURT and the Department Head.

### **D. Performance Standards**

The County and COURT will meet – if requested by the Court - during the month of December each year to review the fiscal year-to-date performance in providing specified services to the County and to determine the future services to be provided and proposed budgeted amount for the upcoming fiscal year.

**E. Accessibility**

In buildings where the Court shares the location with County Departments or Agencies, there are areas that must be accessible by ISD Communications. These areas include, but are not limited to, telephone switch rooms, equipment closets, walker ducts, cable paths, conduit runs, wiring access points, and ceiling hatches. In case of emergency repairs and normal maintenance, the designated areas must be accessible at all times, 24/7.

**Section III – Records Division**

**A. Method of Service Delivery**

ISD's Records Management Division shall maintain an ongoing relationship with the Court by providing a designated liaison that will have the responsibility for coordinating services to the Court. The Court will provide a designated liaison to ISD Records for coordinating services to ISD. Except as agreed upon through this Agreement or any other technical working agreement, ISD Records services will be provided utilizing the same systems, forms, policies and procedures, and other methods ISD uses with County departments.

**B. Scope of Services**

The ISD Records Management Division provides services to the Court for mail metering, bar coding services, and courier services. Courier scheduled stops will be mutually agreed upon. Mail will be picked up daily from Court and brought to the County Mail Room where postage will be applied. All mail that is automation compatible will be bar coded and sorted in order to receive a postage discount and reduce the overall cost of postage to the Court.

Courier service will include a total of two scheduled stops per day as described below. Courier service will include the pickup and delivery of interdepartmental mail and pickup of outgoing U.S. mail and parcels and delivery of them to the County Mail Room for processing.

**Daily Delivery Schedule**

- County Courier to Los Guillicos (Juvenile Justice Center)-Juvenile Court - AM only
- County Courier to 106J Mail Center at the HOJ - PM

**C. Cost of Services**

The Court will be charged by the same methodology as is used for County departments, provided the methodology used to determine Court charges reflects only the actual cost of the specific services provided to Court. The rates are an estimate of actual costs and the monthly billing will be balanced to actual costs and adjusted in the final bill of each fiscal year. The rates for each fiscal year will be published in January of the preceding fiscal year. County will notify Court if



rates will be adjusted during the year to reflect major changes in costs.

As provided in Section 9 of this MOU, in the event the COURT or ISD desire to adjust services and/or charges specified in this MOU or this Exhibit, changes may be made at any time during the term of this MOU upon mutual agreement of the COURT and the Department Head.

**D. Performance Standards**

Send out First Class Mail no later than the next day after it was received at the County Mailroom.

Send out Standard (Bulk Mail) no later than three (3) working days after received at the County Mailroom.

Items picked up by the Courier will be brought to the Mailroom, sorted and redelivered on the next scheduled courier delivery route.

Complete all billing for all direct and indirect services by the 25<sup>th</sup> day of each month for the previous month.

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**SCHEDULE 2**

**AMENDED AND RESTATED**

**EXHIBIT D**

**COURT SERVICES**

**EFFECTIVE DATE: JANUARY 9, 2018**

(See Attached)

**AMENDED AND RESTATED**

**EXHIBIT D**

**COURT SERVICES**

**DATED EFFECTIVE: JANUARY 9, 2018**

**Section I – ALTERNATIVE DISPUTE RESOLUTION PROGRAM**

**A. Method of Service Delivery**

The Court shall maintain an ongoing relationship with the County by providing a designated liaison from the Court who will have the responsibility for coordinating services to the County. The County will also provide a designated liaison to the Court for coordinating services.

**B. Scope of Service**

The Court will perform the following services:

Administer and provide oversight of the County's Alternative Dispute Resolution (ADR) program and special revenue fund budget according to parameters defined in Business and Professional Code sections 467 through 471.5 (the "**Program**"). Duties may include the following:

1. processing request for proposals (RFP) for mediation services as required;
2. negotiating contracts for mediation services;
3. processing claims for payment of services;
4. managing budgeted expenditures and revenues;
5. preparing budget documents;
6. developing and monitoring ADR programs;
7. preparing statistical reports;
8. working in coordination with the County Administrator's Office, preparing documents required for Board of Supervisors approval, such as fee increases or decreases, budget adjustments, or significant changes to the program as may be required by law; and
9. any action which the Court deems necessary or convenient for efficient program operations or to make the program compliant with all applicable statutes and regulations.

This agreement is intended to provide authority to the Court for approval of claims and for the execution of contracts, as stipulated above, on behalf of the Board of Supervisors. The County Administrator or the County Auditor may perform periodic audits of the activities within the Special Revenue Fund.

**C. Cost of Service**

Reimbursement for ADR management services shall be based on actual staff time and materials expended to negotiate, monitor and remit reimbursement for ADR service contracts including administrative and overhead costs associated with the Program. Such reimbursements for administration of the Program shall not exceed 20% of funds available as defined in Business and Professions Code§ 469 from revenues generated from the filing of a first paper in a civil court as provided in Business and Professions Code§ 470.5 (a) and (b).

**D. Performance Standards**

The County and COURT will meet – if requested by the County - during the month of December each year to review the fiscal year-to-date performance in providing specified services to the County and to determine the future services to be provided and proposed budgeted amount for the upcoming fiscal year.

**Section II – INFORMATION TECHNOLOGY**

**A. Overview**

The Court’s new case management system known as the Tyler Odyssey Case Management System (“**Odyssey**”) has changed how the Court’s Data is shared with County justice partners. The Data is now shared through web portals and electronic interfaces. The Court and County will continue to work and collaborate with County Information System Department (“**ISD**”) and other criminal justice partners to facilitate the electronic interfaces which are known as the “*Court bound interfaces*” and the “*County bound interfaces.*” Information Systems services provided to the Court are set forth in the Amended and Restated Exhibit C to the MOU. Each party will continue to bear its own development costs and computer infrastructure associated with electronic interfaces.

**B. Scope of Services**

The Court shall maintain an ongoing relationship with the County’s justice partners. Each justice partner will provide two designated liaisons (primary and backup) that will have the responsibility for coordinating Court services to their department. The designated justice partner liaisons will work with Court’s IT Department to establish access levels to Court information technology services.

Web Portals. The Court offers two web portals to the justice partners:

1.1 Odyssey Justice Partner Portal (“**OJPP**”). The Court will provide the access to the OJPP for viewing the electronic court records. Public access is also available at no charge. To access documents or confidential cases, the users designated by the justice partner will have to create a user account in the OJPP through a registration process. The justice partner designated liaison will be required to approve the justice partner user access level before the Court provides access to electronic documents and/or confidential cases.

1.2 Report Portal. The Court will provide the justice partners with access to Report Portal for viewing reports. Only a justice partner user approved by their designated liaison will be provided access to the report portal and have rights to run reports. The Court will provide electronic delivery via email of reports upon request to a justice partner email distribution group. The electronic delivery can be scheduled periodically (i.e., daily, weekly, monthly, etc.).

## 2. **Infrastructure and Network Services.**

2.1 Network Support and Help Desk Services. The Court's support hours are Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding Court holidays and Court closures.

Should the Court determine that the County caused problems that may compromise, impair or disable the Odyssey network in any way, Odyssey network services between the County and the Court will be subject to immediate disconnection, until such time as the cause and a resolution is determined. Prior to a decision to disconnect, the Court will notify the County of the problem and intention to disconnect. Every reasonable effort will be made to avoid the occurrence of disconnecting the County IJS network from the Court Odyssey network.

The Court's Help Desk is the primary contact for all service interruptions or other issues. Contact the Help Desk by emailing your request to [helpdesk@sonomacourt.org](mailto:helpdesk@sonomacourt.org). If there is a critical interruption in service, the justice partners should call the Court at (707) 521-6660.

### C. Costs

The County agrees to pay the Court for the elevated access to the OJPP at a monthly rate of \$8,361.20 plus the per user fee of \$44.41 commencing October 1, 2016 for each user account authorized by the user's Department Head. The County also agrees to reimburse the Court for its portion of the one-time start-up expenses in the amount of \$19,468.35. Rates will be published annually and provided to the County in January of the preceding fiscal year. The County will be notified if rates will be adjusted during the year to reflect major changes in costs.

If the County requests additional reports or services, the Court's hourly IT rate is \$95.00 per hour.

### D. Data Exchange Confidentiality and Security

1. Purpose. The purpose of this section is to memorialize the parties' understanding concerning the Court's access to County Data and the County's access to Court's Data contained in electronic interfaces between County supported IJS and Court supported Odyssey. County and Court acknowledge that Data shared through the electronic interfaces may be sensitive and confidential. Accordingly, Data exchanged through the electronic interfaces shall be governed by all applicable privacy laws, statutes, rules and regulations.

2. Safeguarding Data. The parties must comply with all applicable local, state, and federal laws and regulations concerning safeguarding of confidential Data, including Penal Code section 13300. The parties may disclose Data to the extent necessary to (i) comply with any

applicable law, rule, regulation, ruling, and/or valid public records request pursuant to the California Public Records Act or California Rule of Court 10.500; (ii) respond to any enforceable summons or subpoena; or (iii) enforce their rights under the MOU.

3. Data.

3.1 “**Data**” means all data and information in any format or media that is accessed by a party from the other party or exchanged between the parties in connection with the MOU.

3.2 Ownership of Data. All Data will remain the property of the originating party except as set forth herein. Parties shall use Data received under this section of the MOU only to perform their official duties, in conformity with the terms of the MOU, and for internal statistical and research purposes as permitted by law, and for fulfilling employment, certification or licensing duties as authorized by law. Parties accept sole responsibility for ensuring that their respective employees, agents, and contractors access system Data for legitimate criminal or civil justice purposes; that their employees, agents, and contractors do not sell, assign, transfer, distribute, disseminate, misuse or make any unauthorized disclosures of the Data in the electronic interfaces; and that all employees, agents, and contractors comply with all other provisions of this section of the MOU.

3.3 Data Integrity. Data integrity may be compromised by failed Data exchanges, failure to send Data exchanges, incorrect Data in exchange messages, and/or failure to properly process an exchange message. Court and County technical staff will cooperate in good faith to jointly determine and implement the necessary processes and procedures to ensure Data integrity between the Court and County Data systems, with attention to the need for timeliness in identifying and correcting any Data integrity issues.

3.4 Notification of Security Breaches. Each Party agrees that in the event of any breach or compromise of the security, confidentiality or integrity of Data where personal or confidential information was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, the party becoming aware of the security breach shall immediately notify the other party (email will suffice for this purpose) of the breach of the security system containing such Data, comply with all notification actions, and/or assist with all notification actions required by applicable law. Should any form of Data breach occur, the parties shall comply with Civil Code section 1798.29.

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

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

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Fire and Emergency Services

**Staff Name and Phone Number:**

James Williams / 565-1152

**Supervisorial District(s):**

First and Fifth Districts

**Title:** Fire Inspection Service Agreements

**Recommended Actions:**

Approve and authorize the Director of Fire and Emergency Services to execute Agreements with Bodega Bay, Graton, Occidental, Schell-Vista, and Timber Cove Fire Protection Districts, and Cazadero Community Service District for the County to provide fire inspection services, with any modified version of such Standard Agreement executed by the Director to be in a form approved by County Counsel.

**Executive Summary:**

Fire inspections are an integral part of supporting life-safety for businesses, residents, and visitors of Sonoma County. Fire and Emergency Services continues to provide contractual inspection services to many of the Fire Districts in the county. These contracts require updating in order to ensure the formal relationship between Sonoma County and some Fire Districts is maintained in alignment with applicable laws and ordinances the contracts are being updated to ensure compliance. These contracts will not change which districts are contracting with the County for service, and do not change the scope of services being provided.

**Discussion:**

The fire districts are independent political subdivisions that are required to meet specific legislative and legal requirements in conducting their business. The complexity of these requirements requires more resources than some districts can provide.

Fire and Emergency Services currently provides fire prevention and training services to independent districts by contract.

The department has provided administrative and fire prevention services to the Timber Cove, Bodega Bay, Graton, Occidental, and Schell-Vista Fire Protection Districts, and the Cazadero Community Service District since the late nineteen-nineties. The services have been provided under a previous outdated contract agreement that requires updated language and indemnifications. The new contracts do not change the scope of the service being provided, and no new districts are being contracted with.

Fire prevention and Fire inspection services will be provided as identified in the respective contracts.

The revenue anticipated under the agreement is estimated at \$50,000 annually, and has been included in the 2017-2018 adopted budget as cost recovery.

This Board Item authorizes the Director to execute MOUs substantially in the form of Attachment A with each special district. On behalf of the County, the Director would also have the authority to execute an MOU that differed from the Standard MOU, provided any modifications to the standard template were in a form approved by County Counsel.

The districts will be invoiced monthly for any services provided.

**Prior Board Actions:**

None.

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

This item supports the enforcement of mitigating potentially hazardous fire conditions for the health, safety, and protection of the County and its residents.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$50,000	\$50,000	\$50,000
Additional Appropriation Requested	-0-		
<b>Total Expenditures</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>

**Funding Sources**

General Fund/WA GF	-0-		
State/Federal	-0-		
Fees/Other	\$50,000	\$50,000	\$50,000
Use of Fund Balance	-0-		
Contingencies	-0-		
<b>Total Sources</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>

**Narrative Explanation of Fiscal Impacts:**

Fire Prevention inspection and other services are based on cost recovery in alignment with the fee schedule. Actual costs and revenues will be based on services provided. There is no impact to the general fund.

**Staffing Impacts**

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

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

None.



<b>Attachments:</b>
Standard Agreement (A1)
<b>Related Items "On File" with the Clerk of the Board:</b>
None.

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*County of Sonoma*  
**FIRE & EMERGENCY SERVICES DEPARTMENT**

FIRE SERVICES \* EMERGENCY MANAGEMENT \* HAZARDOUS MATERIALS



**SAMPLE**  
**FIRE INSPECTION SERVICES AGREEMENT**

This Agreement is made by and between the County of Sonoma, a political subdivision of the State of California ("County"), and the SAMPLE ("District") who agree as follows:

1. Recitals. This Agreement is made with reference to the following facts and objectives:

(a) District desires to contract with County for the performance within its boundaries for certain fire prevention services.

(b) County is willing and able to render such services to District on the terms and conditions hereinafter set forth.

(c) This Agreement is authorized and provided for by Title 1, Division 7, Chapter 5, Article 1(commencing with Section 6500) of the California Government Code and Title 5, Division 2, Part 2, Chapter 4, Article 1 (commencing with Section 55600) of the California Government Code.

(d) For the purposes of this Agreement, the following terms shall have the meanings respectively ascribed to them by this subparagraph unless it is apparent from the context that a different meaning is intended:

(1) "Auditor-Controller" means the Auditor-Controller of the County or his or her authorized representative.

(2) "Fire & Emergency Services" means the Fire & Emergency Services Department of the County.

(3) "County Fire Chief" means the County Fire Chief and Department Director of the Fire & Emergency Services Department of the County or his or her authorized representative.

(4) "Fire Prevention Services" means the services enumerated and described in paragraph 3 of this Agreement.

(5) "Direct County Cost" means the hourly rate for County Fire staff based on the current County Fire rate schedule.

2. Term. The initial term of this Agreement shall commence on September 1, 2017, and shall expire on August 31, 2020. At the end of the initial term, this agreement

shall automatically renew itself from year to year on all the provisions contained in this Agreement unless either party notifies the other 30 days in advance of the end of the initial term or any renewal term of that the party's decision to terminate this Agreement. The initial term together with each and any renewal term shall constitute the term of this Agreement.

3. Provision of Fire Prevention Services.

(a) County agrees, through the County Fire Chief, to provide the following fire prevention services within the boundaries of District to the extent and in the manner hereinafter set forth:

(1) Fire-related plan checking. There shall be no charge to District for this service.

(2) Review and comment on Permit Sonoma referrals. There shall be no charge to District for this service.

(3) New construction inspections. There shall be no charge to District for this service.

(4) Consultation with project applicants regarding building and planning matters. There shall be no charge to District for this service.

(5) Issuance of construction permits and collection of fees and charges. There shall be no charge to District for this service.

(6) Initial inspection of licensed care facilities referred by California Department of Social Services – Community Care Licensing. There shall be no charge to District for this service.

(7) Inspection of occupancies requiring, or not requiring, an Operational Permit and the issuance of Operational Permits including the collection of fees and charges. There shall be no charge to District for this service. Inspection billing will go directly to the facility being inspected (Attachment B).

(8) Consultation with District regarding general fire prevention matters. There shall be no charge to District for up to 4 hours of consultation time per month. Consultation time in excess of 4 hours per month shall be charged to District at direct County cost.

(9) Fire prevention training. Up to 4 hours of fire prevention training shall be provided annually to District members by a qualified instructor at no charge to District.

(10) Fire investigation assistance. Fire investigation assistance shall be provided to District on an as-requested basis. There shall be no charge to District for incidents believed to be non-criminal in nature. Up to two hours of investigation time shall be provided to District at no charge for incidents believed to be criminal in nature.

Fire investigation assistance provided to District in excess of two hours for incidents believed to be criminal in nature shall be charged to District at direct County cost.

(11) Routine inspections of State-regulated occupancies as set forth on Health and Safety Code Section 13146, except public schools and residential care facilities licensed by the State of California with 6 or less occupants. There shall be no charge to District for this service.

(12) Routine inspections of public schools as set forth on Health and Safety Code Section 13146. The cost of routine inspections of public schools and residential care facilities licensed by the State of California with 6 or less occupants shall be charged to District at direct County cost.

(b) The fire prevention services specified in subparagraph (a) shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sonoma County Fire and Emergency Services Department in connection with enforcement of California Code of Regulations Title 19, Sections 13146 & 13147 of the California Health and Safety Code, and Chapter 13 of the Sonoma County Code.

(c) The level of service provided hereunder shall be the same basic level of service that is and shall be provided by the Sonoma County Fire and Emergency Services Department during the term of this Agreement in those portions of the unincorporated area of the County not in a fire protection district.

(d) The rendition of fire prevention services and the interpretation of Chapter 13 of the Sonoma County Code, including references contained within Chapter 13 of the Sonoma County Code, related thereto, the standard of performance and other matters incidental to the performance of such service, and the control of personnel so employed shall at all times remain the responsibility of County. In the event of any dispute between the parties as to the extent and manner of performance of or the interpretation of Chapter 13 of the Sonoma County Code, including references contained within Chapter 13 of the Sonoma County Code, the determination thereof made by the Director of the Sonoma County Fire and Emergency Services Department shall be final and conclusive as between the parties hereto.

4. Assistance of District. To facilitate the performance of fire prevention services, it is agreed that the County shall be considered District's authorized representative as related to California Health and Safety Code Section 13870, and shall have the full cooperation and assistance of District, its officers, agents, and employees.

5. County to Furnish Personnel, Equipment and Supplies. For the purpose of performing fire prevention services, County shall furnish and supply all necessary personnel, labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.

6. Information Sharing. To facilitate the performance of fire prevention services, it is agreed that to the best of their ability the Sonoma County Fire and Emergency

Services Department and District will share pertinent information associated with the application and enforcement of: the California Code of Regulations Title 19; the California Health and Safety Code; the Sonoma County Code; and other fire and life safety regulations.

7. Personnel to be County Employees.

(a) All persons employed in the performance of fire prevention services for District pursuant to this Agreement shall be County employees. No District employee or volunteer as such shall be taken over by County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees and shall not be entitled, as a result of providing services pursuant to this Agreement, to any additional rights and privileges given to District employee.

(b) For the purpose of performing fire prevention services, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of District while performing services for District, which services are within the scope of this Agreement and are purely District functions. Notwithstanding the agency relationship created by this subparagraph, District shall not be liable for any act or omission of any County officer or employee unless otherwise specifically provided elsewhere in the Agreement.

8. Responsibility for Compensation of Employees.

(a) District shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

(b) Except as herein otherwise specified, District shall not be liable for compensation or indemnity to any County employee for injury or sickness or other claims arising out of his or her employment.

9. Indemnification. District shall defend, indemnify, and hold County, its officers, agents, and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to District's officers, agents, or employees, which arise from or are connected with or are caused or claimed to be caused by acts or omissions of District, its officers, agents or employees, in performing the duties or services of this Agreement hereunder; provided, however, that District's duty to indemnify and hold harmless shall not include any claims, or liability arising from the misconduct of County, its officers, agents, or employees. County shall defend, indemnify, and hold District, its officers, agents, and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to County's officers, agents, or employees, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of County, its officers, agents, or employees, in performing the Agreement or services hereunder; provided, however, that the County's

duty to indemnify and hold harmless shall not include any claims or liability arising from the misconduct of District, its officers, agents, or employees. District employees performing fire suppression services pursuant to this Agreement shall not be County agents for the mutual indemnification purposes of this Agreement.

10. Adoption of Uniform Codes Required. Notwithstanding anything to the contrary herein contained, this Agreement shall be terminated at any time that District fails to enact and to maintain in full force and effect an ordinance with provisions identical to those of Chapter 13, Article IV of the Sonoma County Code unless any deviations are specifically agreed to by the County Fire Chief. If County requests that District enact amendments to such ordinance to comply with amendments to Chapter 13, Article IV of the Sonoma County Code and such amendments are not made within 60 days of this request, then this Agreement shall also be terminated.

11. Payment of Services. For and in consideration of the rendition of fire prevention services by County, District agrees to pay County in accordance with the rates set forth in Attachment A, attached hereto and incorporated herein by this reference. The rates set forth in Attachment A shall be subject to adjustment by County at the commencement of each renewal term. County shall notify District at least 60 days before the expiration of the initial term and each renewal term of the rates that will be in effect during the next renewal term. County and District shall execute an amendment to Attachment A of this Agreement stating the new rates on or before commencement of the renewal term. District further agrees that County may keep and retain any and all District fees and charges collected by County pursuant to this Agreement, and County agrees to credit such collections against District's obligation to pay for fire prevention services.

12. Billing of Services. County shall bill District after the close of each quarter. Within 20 working days after the close of the quarter, County shall provide District with an invoice itemizing the types and cost of fire prevention services performed during the quarter, the offsetting District fees and charges collected, and any net amount due. District shall pay County the net amount due, if any, within 30 days from the date of the billing. If payment is not received by County within such 30 days period, County shall be entitled to recover interest thereon. Interest shall be calculated at the maximum rate County is permitted by law to charge on any unpaid portion thereof calculated for the last day of the quarter in which the services were performed. If payment is not received by County within such 30 day period, County may satisfy such indebtedness, including interest thereon, from any funds of District on deposit with County without giving further notice to District of County's intention to do so.

13. Recordkeeping. County agrees to keep separate records for District pertaining to fire prevention services in such form and manner as shall satisfy the Auditor-Controller. All records evidencing fire prevention services to District shall be open for examination and audit by District during all business hours.

14. General Termination. This Agreement may be terminated by either party at any time with or without cause upon thirty (30) days' notice to the other party.

15. Method of Giving Notice, Submitting Invoices, and Making Payments. All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, and payments sent by mail shall be addressed as follows:

COUNTY: Department Director  
Fire and Emergency Services Department  
2300 County Center Drive, Rm. 221A  
Santa Rosa, CA 95403

DISTRICT: Fire Chief  
SAMPLE Fire Protection District  
123 Street  
California, CA 9xxxx

When so addressed, notices, invoices, and payments sent registered or certified with proof of receipt and postage paid shall be deemed given upon receipt by the United States Postal Service. In all other instances, notices, invoices, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in the names and addresses of the persons to whom notices, invoices, and payments are to be given by 30-day written notice.

16. General Provisions. County and District agree to abide by the following general terms and conditions:

(a) Timeliness is and shall be of the essence of this Agreement and every provision contained herein.

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

(c) Neither party hereto shall assign or transfer any interest in this Agreement, or any duty hereunder without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

(d) To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event any provisions 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.

(e) In the event either party brings an action or proceedings for damages arising out of the other's performance or to establish the right or remedy of either party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as part of such action or proceedings, including non-reimbursable litigation expenses such as expert witness fees and investigation expenses. No lawsuit pertaining to any matter arising out of or under this Agreement shall be instituted in any State other than California.

(f) 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 written assurance is received may suspend any performance of which the agreed return has not been received.

(g) There are no intended third-party beneficiaries of this Agreement.

(h) The waiver by either party 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.

(i) 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.

In witness whereof, the parties hereto have executed this Agreement as set forth below.



*Fire Inspection Services Agreement – SAMPLE Fire Protection District*

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COUNTY

County of Sonoma

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

By: \_\_\_\_\_  
Department Director

Reviewed as to Form by:  
County Counsel

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

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

DISTRICT

SAMPLE Fire Protection District

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

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

SAMPLE

**DEPARTMENT OF FIRE AND EMERGENCY SERVICES  
HAZARDOUS MATERIALS  
CUPA FEE AND REVENUE SUMMARY CHART**

Effective July 9, 2017

**TYPE OF FEE**

**Small Quantity Generator Permits**

Hourly Rate (as applicable)	\$120
>325 gal/yr to <5 tons/yr w/srce red./recycl.	\$289
>325 gal/yr to <5 tons/yr w/o srce red./recycl.	\$360
<325 gal/yr	\$185
Recyclable	
<5 gal/Mo	\$135
Vineyard Hazwst >325 gal/yr to <5 tons/yr w/ source reduction/recycl.	\$218
Vineyard Hazwst <325 gal/yr	\$141
Vineyard Hazwst Recyclable: < 5 gal/mo, exempt	\$0

**Treatment Permits** \$338

**Large Quantity Generator Permits**

Hourly Rate (as applicable)	\$120
5 to <25 tons/yr	\$1,014
25 to 250 tons/yr	\$1,529
250 to <500 tons/yr	\$3,024
>500 tons/yr	\$8,343

**Waste Oil Only**

> 5 tons/yr	\$968
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**Hazmat Business Plans**

Range 1	\$120
Range 2	\$557
Range 3	\$810
Range 4	\$1,275
Range 5	\$1,663
Range 6	\$150
Range 7	\$240
<b>Remote, Unstaffed Sites - One Time Fee</b>	<b>\$298</b>
<b>Restaurants &gt;1000 SCF CO<sub>2</sub></b>	<b>\$374</b>
<b>Accidental Release Plan -</b>	<b>\$810</b>

**Aboveground Petroleum Storage Tanks**

Hourly Rate	
Tier 1 Facility	\$249
Tier 2 Facility	\$499
Tier 3 Facility	\$998
Tank Closure Permit*	\$467
Each addn'l tank*	\$120

**DEPARTMENT OF FIRE AND EMERGENCY SERVICES  
HAZARDOUS MATERIALS  
CUPA FEE AND REVENUE SUMMARY CHART**

Effective July 9, 2017

**TYPE OF FEE**

**Technology Fee** \$29

**Reinspection Fee for Non-Compliance** \$164

**Underground Storage Tank Fees:**

Hourly Rate	\$120
UST Facility	\$1,576
Each Additional UST	\$921
Plan Check and New Inspection	\$1,808
Ea. additional tank	\$254
Repair Permit	\$602
Ea. additional tank	\$157
Cold Start Permit*	\$233
Tank Closure Permit	\$1,366
Ea. additional tank	\$427
Plan check resubmittal-Hourly rate	\$120
Temporary closure (per site)	\$676
Transfer of Ownership/Permit Alteration	\$120
Precision Tank Test Permit (per facility)	\$120
ELD Test Permit	\$569
Ea. Additional UST	\$120

**Emergency Response**

Emergency Responder, Hourly Rate	\$120
Emergency Responder, After Hours Rate	\$179
Hazmat Response Vehicle, Hourly Rate	\$171
Hazmat Response Truck/Support, Hourly Rate	\$31
Hazmat Response Trailer, Hourly Rate	\$17

**DEPARTMENT OF FIRE AND EMERGENCY SERVICES  
FIRE PREVENTION FEE AND REVENUE SUMMARY CHART**

Effective July 9, 2017

	hrly fee
<b>Plan Review/Inspection</b>	
Hourly Rate (misc)	\$197
Parcel Maps/Use Permits	\$197
Minor Subdivision	\$197
Major Subdivision	\$197
Commercial Building Permit	\$197
Other Building Permit	\$197
NFPA 13D Sprinklers (residential)	\$197
NFPA 13/13R Sprinklers (commercial)	\$197
Fire Alarm System	\$197
High Haz/Vegetation Mgmt./ Misc	\$197
Fire Safe Standards (0120)	\$197
Fire Safe Standards (0121) /Referral Fee	\$197
Pre-application Meeting Consultation	\$197
Road Name Assignment - Public (up to 4 lots)	\$1,037
Road Name Assignment - Private (up to 4 lots) per each add'l lot over 4	\$1,037 \$78
<b>Special On-Site Inspection</b>	\$197
<b>On-Site Inspection (after hours)</b>	\$296
<b>Project Consultation/Mitigations</b>	\$197
<b>Title 19 SFM Clearance (day care, hospital, etc.)</b>	\$165
<b>Fire Inspections to Contract Fire Districts</b>	\$165
<b>Fire Investigations to Contract Fire Districts*</b>	\$165
<b>Fire Investigations (after hours)*</b>	\$247
<b>Fire Protection Engineer Services</b>	
<b>Outside Consulting Services</b>	
*Note: Failure to secure a required Fire Services permit before starting work shall increase the cost of said permit to twice its original fee	
<b>Fire Code Operational Permits (flat rate, annual, or one-time hourly)</b>	
Amusement Building	\$165
Apartment, Hotel or Motel	\$165
Aviation Facility	\$165
Bonfire or Rubbish Fires	\$165
Carnivals, Fairs or similar special events	\$165
Cellulose Nitrate Film	\$165
Combustible Dust-producing Operations	\$165
Combustible Fibers	\$165
Compressed Gasses	\$165
Covered Mall Buildings	\$165
Cryogenic Fluids	\$165
Cutting and Welding	\$165
Dry Cleaning Plants	\$165
Excavation Near Flamable or Combustible Liquid Pipeline	\$165
Exhibits and Trade Shows	\$165

**DEPARTMENT OF FIRE AND EMERGENCY SERVICES  
FIRE PREVENTION FEE AND REVENUE SUMMARY CHART**

Effective July 9, 2017

Explosives	\$165
Fire Protection Systems	\$165
Flamible and Combustible Liquids	\$165
Floor Finishing	\$165
Fruit and Crop Ripening	\$165
Fumigation and Thermal Insecticidal Fogging	\$165
Hazardous Materials	\$165
High-piled Storage	\$165
Hi-Rise Building	\$165
Hot Work Operations	\$165
HPM Facilities	\$165
Industrial Oven	\$165
Institutional or Residential-Occupancy-Large	\$165
Institutional or Residential-Occupancy-Small	\$165
Large Family Daycare	\$165
Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildi	\$165
Live Audiences (Theatrical)	\$165
LP-Gas	\$165
Lumber Yards and Wood Working Plants	\$165
Magnesium	\$165
Occupancy Permit	\$165
Oil or Natural Gas Well	\$165
Open Burning	\$165
Open Flame Devices	\$165
Open Flames and Candles	\$165
Open Flames and Torches	\$165
Organic Coatings	\$165
Places of Assembly	\$165
Private Fire Hydrants	\$165
Production Facilities (Theatrical)	\$165
Pyrotechnics Special Effects Material	\$165
Pyrotechnics and Special Effects (Theatrical)	\$165
Pyroxylin Plastics	\$165
Refrigeration Equipment	\$165
Repair Garages	\$165
Rooftop Heliport	\$165
Spraying or Dipping	\$165
Storage of Scrap Tires and Tire Bi-products	\$165
Temporary Membrane Structures and Tents	\$165
Tire-rebuilding Plants	\$165
Waste Handling	\$165
Wood Products	\$165
<b>Cannabis Permit Fees **</b>	
Cultivation**	\$165
Distribution**	\$165
Manufacturing**	\$165
Testing Labs**	\$165

**Training**

- NFA Courses - weighted cost of instructor
- SFM Courses - weighted cost of instructor
- Other Courses/training - weighted cost of instructor

**Emergency Response**

- Miscellaneous - State OES rate
- Contract aid (CDF, NPS, BLM, USFS, OES) - State OES rate

\* Fee moved over from PRMD

\*\* New Fee



# 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, County of Sonoma

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Fire and Emergency Services

**Staff Name and Phone Number:**

Jim Colangelo / 565-1152

**Supervisorial District(s):**

All Districts

**Title:** Volunteer Fire Company Funding Memorandum of Understanding

## **Recommended Actions:**

Approve and authorize the Director of Fire and Emergency Services to execute Memorandums of Understanding with the Bodega, Camp Meeker, Fort Ross, Knights Valley, Lakeville, Mayacamas, Mountain, San Antonio, Two Rock, Valley Ford, and Wilmar Volunteer Fire Companies to provide baseline funding for Program Priorities to support annual operational needs to the volunteer fire service delivery program for an amount not to exceed \$200,000 with any modified version of such Standard MOU executed by the Director to be in a form approved by County Counsel.

## **Executive Summary:**

In June 2017, the Board of Supervisors authorized \$200,000 of additional funds for the eleven (11) Volunteer Fire Companies that comprise County Service Area #40. The funding was designated to pay for operating costs that the Volunteer Fire Companies have in the past paid for through fundraising. Such items include station and property maintenance, and other essential 'overhead' costs based on established priorities. This funding supports the Board of Supervisor's goal of providing a Safe, Healthy and Caring Community.

## **Discussion:**

Sonoma County Fire and Emergency Services and the Volunteer Fire Companies have a mutual interest in effective fire and emergency services to serve the citizens of and visitors of Sonoma County.

The multi-year Fire Service Project has highlighted the disparity in resources for different agencies within the County and identified that the Volunteer Fire Companies in Sonoma County operate with limited resources and have demonstrated a need for additional funding. Their expenses for essential budget items such as leases, station/property maintenance, and utilities have been historically supported by individual stations through community fundraising events, donation drives, and membership programs. This places a burden on these Companies to focus on fundraising, sometimes at the expense of providing services.

The Board of Supervisors has acknowledged that Volunteer Fire Companies in Sonoma County do not have sufficient funding to support the desired minimum level of baseline operations and overhead on an annual basis to provide effective fire and emergency services and has allocated \$200,000 from the 2017-

2018 budget to cover these expenses. This funding was designated as half coming from General Fund contingencies and half from Graton Mitigation in lieu transient occupancy tax funds.

This Standard MOU attached to this Board Item identifies Program Priority expenses required by the Volunteer Fire Companies to provide continued access to safe and reliable stations, apparatus and equipment to ensure the fastest and most reliable response times to local fire and emergency incidents, and outlines the reporting and funding requirements.

Program Priorities have been identified in the Standard MOU as:

- 1) Station Rents and Leases – Ensures the use of secured facilities that house fire apparatus, equipment, supplies, and volunteers;
- 2) Station and Property Maintenance – Supports necessary fire station repairs and real property maintenance;
- 3) Station Utilities – Includes power, water, propane, garbage, and internet;
- 4) Other Defined Operational Needs – Includes uniforms for volunteer staff, trainings for volunteers and board members, minor equipment/small tools, medical supplies or equipment not supplied by the County.

Approval of this item will provide the necessary funding needed to maintain general overhead expenses required by the Volunteer Fire Companies for safe and efficient delivery of fire and emergency services. This Board Item authorizes the Director to execute MOUs substantially in the form of Attachment A with each of the Volunteer Fire Companies. On behalf of the County, the Director would also have the authority to execute an MOU that differed from the Standard MOU, provided any modifications to the standard template were in a form approved by County Counsel.

**Prior Board Actions:**

06/13/2017: Approved the fiscal year 2017-2018 budget.

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

Fire and emergency services provided by the Volunteer Fire Companies are critical to the safety, health, and well-being of Sonoma County’s residents and visitors.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$200,000		
Additional Appropriation Requested	-0-		
<b>Total Expenditures</b>	<b>\$200,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF	-0-		
State/Federal	-0-		
Fees/Other	\$200,000		
Use of Fund Balance	-0-		
Contingencies	-0-		
<b>Total Sources</b>	<b>\$200,000</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Funding for the VFC Program Priorities operational needs will come from funding allocated to the Volunteer Fire Companies by the Board of Supervisors in the 2017-2018 budget, including \$100,000 of General Fund and \$100,000 of Graton Casino Mitigation in lieu Transient Occupancy Tax funding.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Standard MOU (A1)			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None.			

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County of Sonoma  
**FIRE & EMERGENCY SERVICES DEPARTMENT**



FIRE SERVICES \* EMERGENCY MANAGEMENT \* HAZARDOUS MATERIALS

**SAMPLE**

**Sonoma County Fire and Emergency Services Department  
Volunteer Fire Companies Overhead Expense Funding  
Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is entered into by the Sonoma County Fire and Emergency Services Department/County Service Area #40 (“County Fire”), and the Name Volunteer Fire Company (“Name VFC”), to provide baseline funding for Program Priorities as identified and approved by the Sonoma County Board of Supervisors to support annual operational needs to the volunteer fire service delivery program.

**RECITALS**

**WHEREAS**, County Fire and Name VFC have a mutual interest in effective fire and emergency services to serve the citizens of and visitors of Sonoma County; and

**WHEREAS**, VFCs in Sonoma County operate with limited resources and have demonstrated a need for additional funding; and

**WHEREAS**, expenses for essential budget items such as leases, station/property maintenance, and utilities have been supported by individual stations through community fundraising events, donation drives, and membership programs; and

**WHEREAS**, the Board of Supervisors has acknowledged that VFCs in Sonoma County do not have sufficient funding to support the desired minimum level of baseline operations and overhead on an annual basis to provide effective fire and emergency services; and

**WHEREAS**, this MOU identifies expenses required by the Name VFC to provide continued access to safe and reliable stations, apparatus and equipment to ensure the fastest and most reliable response times to local fire and emergency incidents.

**NOW, THEREFORE**, in consideration of the promises, covenants and agreement of both parties herein, the parties agree as follows:

**AGREEMENT**

**A. PROGRAM PRIORITIES**

Funding of up to a maximum of \$\_\_\_\_\_, will be provided to Name VFC for expenses that clearly support the Four Program Priorities identified as follows:

1) Program Priority #1 - Station Rents and Leases:

Amount not to exceed \$\_\_\_\_\_, to ensure continued use of secured facilities that house fire apparatus, equipment, supplies, and volunteers. Performance period July 1, 2017 through June 30, 2018.

2) Program Priority #2 - Station and Property Maintenance:

Amount not to exceed \$\_\_\_\_\_, to support necessary fire station repairs and real property maintenance at Name VFC station. Performance period July 1, 2017 through June 30, 2018.

3) Program Priority #3 - Station Utilities:

Amount not to exceed \$\_\_\_\_\_, to support overhead fire station utilities including power, water, propane, garbage, and internet. Performance period July 1, 2017 through June 30, 2018.

4) Program Priority #4 - Other Defined Operational Needs:

Amount not to exceed \$\_\_\_\_\_, to support the necessary equipment, uniforms and supplies, including:

- a. Uniforms for Volunteer Staff;
- b. Trainings for Volunteers and Board Members;
- c. Minor Equipment or small tools used for emergency response;
- d. Maintenance cost on emergency response equipment not already covered by Apparatus Maintenance Program;
- e. Medical supplies or equipment items not already provided for by County Fire.

Performance period is the first three quarters of fiscal year 2017-2018: July 1, through September 30, 2017; October 1, through December 31, 2017, and January 1, through March 31, 2018.

**B. REPORTING AND FUNDING REQUIREMENTS**

- 1) The maximum amount budgeted for this program for Name VFC is \$\_\_\_\_\_.
- 2) Name VFC will adhere to best procurement practices, obtaining a minimum of two quotes for service or purchase deliverables in excess of \$1,000.
- 3) Name VFC will submit supporting documentation of any program expenditures on a quarterly basis (receipts, invoices, bills for service).
- 4) Project expenditures must be invoiced and paid for during the time period commencing on July 1, 2017, and ending on June 30, 2018, with the exception of Program Priority #4.
- 5) Name VFC agrees that any allocated funds not expended from Program Priority #4 by the end of the third quarter of fiscal year 2017-2018, March 31, 2018, will be reported to FES and released back for distribution to other needs identified by County Fire and the VFC Finance Advisory Committee.
- 6) By July 10, 2018, the Name VFC will submit a final expense report detailing all funds expended.

Please submit all funding requests, reporting and funding requirement documentation to attention:

Department Director  
Sonoma County Fire and Emergency Services Department  
County Fire CSA#40  
2300 County Center Drive, Suite 220B  
Santa Rosa, CA 95403

**C. MISCELLANEOUS PROVISIONS**

- 1) 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.
- 2) 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.
- 3) Records Maintenance: Name VFC shall keep and maintain full and complete documentation and accounting records for all uses of funds provided under this Agreement and shall make such documents and records available to County Fire for inspection at any reasonable time. Name VFC shall maintain such records for a period of four (4) years following completion of work hereunder.
- 4) No Waiver of Breach: The waiver by County Fire 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.
- 5) 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. Name VFC and County Fire 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. Name VFC and County Fire acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 6) 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.
- 7) 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.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:

Name Volunteer Fire Company

Fire and Emergency Services  
Department/County Fire CSA #40

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

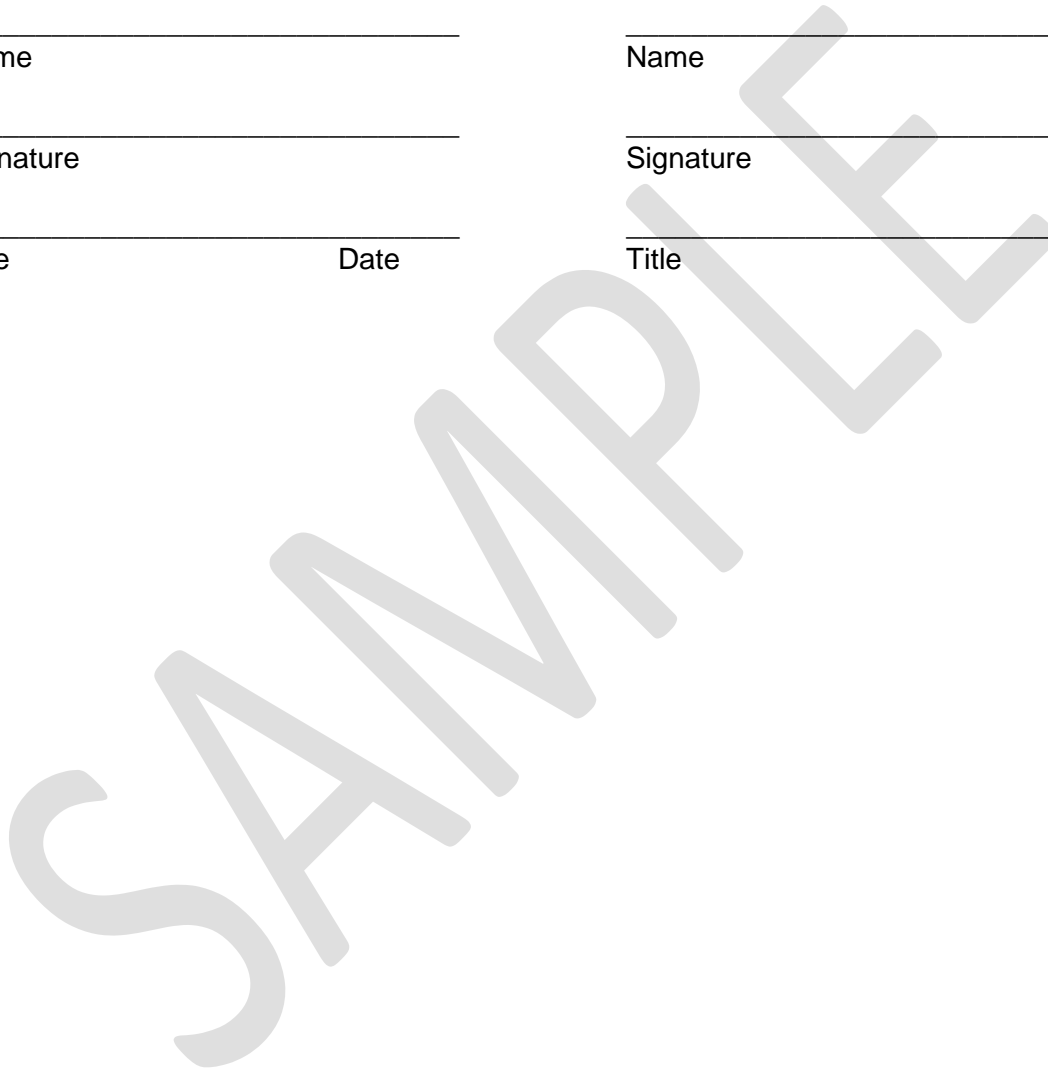
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
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:** Sonoma County Board of Supervisors

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Caroline Judy: 707-565-8058

**Supervisorial District(s):**

5<sup>th</sup> District

**Title:** 2017 Guerneville Winter Shelter License Agreement

### **Recommended Actions:**

- A. Authorize the Director of General Services to execute a revocable license agreement with West County Community Services for the 2017 Winter Shelter located at the Guerneville Veterans Memorial Building commencing on December 2, 2017 and expiring on March 31, 2018, to provide housing to the homeless through the winter months.
- B. Make findings in accordance with Section 26227 of the Government Code that the services provided by the licensee will serve public purposes and that the property subject to the license will not be needed for County purposes during the time of the licensee's possession.

### **Executive Summary:**

West County Community Services, formerly Community Family and Services Agency, sponsors an annual winter homeless shelter for homeless residents in West County and throughout Sonoma County. The proposed license agreement would be in the amount of \$27,000 in payments to the County of \$6,750 per month for each of the four months that the shelter is in operation. The winter shelter provides a critical service need for the homeless population in the Russian River area.

### **Discussion:**

The winter shelter has been operating since 2009 primarily from the Guerneville Veterans Memorial Building. The shelter provides an average of 40 beds per night and has accommodated a maximum of 52 homeless individuals during extreme weather events.

In 2016, the shelter provided bedding for 132 clients; mostly single men. Additionally, the shelter was open for 126 days. During the term of the contract last year more than 3,600 dinners and 3,600 lunches were served to shelter clients. Approximately 70% of the residents come from the lower Russian River area, 20% from the remainder of Sonoma County, and 10% come from outside the County. The shelter

operates from 5 p.m. to 10 a.m. seven days a week with a staff of 1 full time employee and 12 part time employees with various shifts.

The Sonoma County fires delayed the normal process of presenting the agreement for the Board of Supervisors consideration, and therefore a retroactive approval is necessary.

**Public Benefit**

Government Code Section 26227 allows the Board of Supervisors to "contract with other public agencies or private agencies or individuals to operate those programs which the board of supervisors determines will serve public purposes. In the furtherance of those programs, the board of supervisors may make available ... any real property of the county which is not and, during the time of possession, will not be needed for county purposes, to be used to carry out the programs, upon terms and conditions determined by the board of supervisors to be in the best interests of the county and the general public." Staff is recommending and requesting that the Board find that the services provided by this licensee will serve public purposes and that the property subject to the license will not be needed for County purposes during the time of the licensee's possession.

**Prior Board Actions:**

11/15/2016: Approved 2016 Winter Shelter Agreement

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	160,000		
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	27,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
Consistent with prior Board direction, the use of the facility is provided at a substantially reduced rate in order to maximize the availability of winter shelter services.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment 1: 2017 Winter Shelter Agreement			
<b>Related Items "On File" with the Clerk of the Board:</b>			

## REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Revocable License Agreement ("Agreement"), made and entered into on \_\_\_\_\_, ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and **WEST COUNTY COMMUNITY SERVICES**, a NON-PROFIT ("Licensee"). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

### RECITALS

WHEREAS, County owns the building commonly known as the Guerneville Veterans Memorial Building, located at First and Church Street, Guerneville, California; and,

WHEREAS, the Licensee desires to utilize the premises at certain times as more particularly described below for the purpose of providing Winter shelter to people in need; and

WHEREAS, the County recognizes that entering into an agreement with the Licensee for the use of the Premises described in Section 2 below is in the best interest of the general public of the County; and

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

### AGREEMENT

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.
2. Premises. Licensee is hereby permitted to use the County real property as specifically shown or described in **Exhibit A** attached hereto and made a part hereof ("Premises").
3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing, permitting and granting of additional licenses.
4. Term. The term of this Agreement ("Initial Term") shall commence on December 2, 2017, and expiring at midnight on March 31, 2018, unless earlier terminated in accordance with Section 23 below.
5. Consideration. Licensee shall pay the County of Sonoma for the agreed use of said Premises as follows: Six Thousand Seven Hundred and Fifty Dollars (\$6,750) no less than ten business days prior to the first day of each month of Licensee's use of said Premises.
6. DELETED



7. Use. Licensee's use shall be limited to uses described in **Exhibit B**. No other use shall be permitted. The rules and regulations attached hereto as **Exhibit C**, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the building of which they are a part and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them. Licensee shall be solely responsible for any cost or expense for any and all maintenance and/or repairs required by County or by County's Permit & Resource Management Department ("PRMD"), including without limitation, alterations or repairs necessitated by the Americans with Disabilities Act. (See Section 10.1.)
8. Utilities/Repairs/Maintenance. Licensee shall reimburse County for the cost of any repair(s) that is needed to the Premises, as a result of Licensee's negligence or willful acts. Reimbursements due to County for the cost of any repair that is needed as a result of Licensee's negligence or willful acts shall be paid to County within thirty (30) days of receipt of invoice by Licensee for said repairs.
9. Equipment Installation and Operation. Licensee shall install the equipment, described in **Exhibit D**, at its sole cost and expense, subject to the prior written approval of County of its location and connection methods. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.
10. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
12. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted. Licensee understands that this Agreement solely grants Licensee permission to use the Premises. Obtaining any permits or additional permissions required by any entity or agency, including County, as a condition for Licensee to lawfully and properly use the Premises as contemplated by this Agreement shall be the sole responsibility of Licensee. Nothing in this Agreement shall be construed as regulatory permission for the usage of the Premises by Licensee for such purposes.
13. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which

interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.

14. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.
  15. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a land owner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.
  16. Deposit Refund. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.
  17. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.
  18. Non liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.
  19. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 19.1, 19.2, 19.3 and 19.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval 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 Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 19.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees,

patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.

- 19.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.
- 19.3 Approval of Agreement. The approval of this Agreement by County.
- 19.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.
20. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in **Exhibit E** attached hereto and made a part hereof.
21. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.
22. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
23. Termination by County. County may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Licensee.
24. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.
25. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.
26. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.
27. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

28. 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 COUNTY: County of Sonoma  
General Services Department  
Attn. Real Estate Manager  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403

If to LICENSEE: West County Community Services  
Attn. Tim Miller  
P.O. Box 325  
Guerneville, CA 95446

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 28.

29. No Continuing Waiver. The waiver by County 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.
30. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed, and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.
31. General Provisions.
- 31.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
- 31.2 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.
- 31.3 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.

- 31.4 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.
- 31.5 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.
- 31.6 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. County and Licensee 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. Licensee 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. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 31.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
- 31.8 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.

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

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

"LICENSEE":

WEST COUNTY COMMUNITY SERVICES

By: 

Print Name: Tim Miller

Title: 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 execute this Agreement pursuant to the Board of Supervisors Summary Action dated \_\_\_\_\_, 20\_\_.


APPROVED AS TO FORM  
FOR COUNTY:

  
Deputy County Counsel

APPROVED AS TO SUBSTANCE  
FOR COUNTY:

  
Real Estate Manager

CERTIFICATE OF INSURANCE  
ON FILE WITH DEPARTMENT:

Reviewed by:  Date: 12/6/17

**Exhibit A**

[Description/Depiction of the Premises]

Premises shall be those areas of the Guerneville Veteran's Building known as the Auditorium, the Club Room, Ramparts Room, and the Kitchen. Licensee understands and acknowledges that County has entered into agreements with others for use of the Auditorium, the Club Room, Ramparts Room, and the Kitchen. County will make reasonable efforts to avoid conflicting uses. Licensee understands that this agreement does not include use of the Conference Room. Any matters that cannot be resolved between parties shall be resolved by the County, whose decision shall be final.

**Exhibit B**

[Schedule for Use of the Premises]

Commencing December 2, 2017, Licensee shall Use the Premises for Winter Shelter in accord with the schedule below. Licensee understands and acknowledges that County has entered into agreements with others for use of the Auditorium, the Club Room, Ramparts Room, and the Kitchen. County will make reasonable efforts to avoid conflicting uses. Any matters that cannot be resolved between parties shall be resolved by the County, whose decision shall be final.

Premises and equipment used by Licensee shall be washed and cleaned following each Use of the Premises. Following each use Licensee shall leave the premises in a clean and sanitary condition. Following each use Licensee shall remove from the premises all clothing, supplies, equipment, furnishings and personal property brought on to the premises by Licensee, its invitees, guests and others.

Storage facilities in the vicinity of the Premises may be made available by the County. In such case it will be the responsibility of the Licensee to maintain such facilities.

Licensee may erect fencing on the Premises, subject to County approval of fencing location, design security.

And comply with all the requirements of the County of Sonoma Department of Public Health.



## Exhibit C

### RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.
2. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.
3. Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. Licensee shall not, without prior written consent of County, sunscreen any window.
4. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.
5. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
6. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.
7. Licensee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
8. No furniture, freight or equipment of any kind shall be brought into the Premises without the prior notice to County, and all moving of the same into or out of the building of which the Premises are comprised or are a part shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building by moving or maintaining any such safe or other property shall be repaired at the expense of Licensee.
9. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.

10. No cooking shall be done or permitted on the Premises by Licensee, except as permitted and described at Exhibit A, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.
11. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
12. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
13. Except as described at Exhibit B, Licensee shall have access to the Premises and the restrooms in the building between the hours of 6:00 PM and 9:00 AM. County may limit access to the building of which the Premises are a part, or to the halls, corridors, or stairways in the building, or to the Premises with 24 hour advance notice. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building or Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.

In the case of flooding, severe weather or declared emergencies the County may without notice terminate the agreement and take immediate possession of the premises for any use deemed necessary by the County in its sole and exclusive opinion. Such use may, but not shall not be required to include: storage and/or distribution of emergency supplies and equipment, temporary shelter for individuals and/or the general public; distribution and/or service of food, meals, clothing, bedding, etc. to individuals and/or the general public.

14. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
15. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
16. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
17. Licensee shall not disturb, solicit or canvass any occupant of the building of which the Premises are comprised or are a part and shall cooperate to prevent same.
18. Without the written consent of County, Licensee shall not use the name of the building of which the Premises are comprised or are a part in connection with or in promoting or advertising the business of Licensee except as Licensee's address.
19. County shall have the right to control and operate the public portions of the building of which the Premises are comprised or are a part and the public facilities and heating and

air conditioning, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.

20. All entrance doors shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.
21. Licensee shall conform to all County of Sonoma requirements in regards to safe food preparation and handling. Additionally, licensee shall provide to the County any and all required permits for food service.

**Exhibit D**

[Licensee's Equipment]

N/A

### Exhibit E

Tenant shall maintain and require its subcontractors and agents to maintain, during the term of this Lease or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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

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

- a. Required if Tenant 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 Tenant currently has no employees as defined by the Labor Code of the State of California, Tenant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Lease 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; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Tenant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Tenant.
- 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. Tenant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Tenant has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for

liability arising out of the Licensee's operations or premises rented to Licensee (ISO endorsement CG 20 26 or equivalent).

- 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 shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and Tenant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **3. Property Insurance for Business Personal Property and Tenants Improvements**

*(Required only during the Post-Construction Period)*

- a. Property insurance on a "special form" or "all risks" basis.
- b. Minimum Limit: the full current combined replacement cost of Tenant's Business Personal Property and Tenant's improvements.
- c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- d. Tenant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Tenant is responsible for any deductible or self-insured retention.
- e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

### **4. Automobile Liability Insurance**

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

### **5. Increases in Limits of Insurance**

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

### **6. 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.

### **7. Documentation**

- a. The Certificate of Insurance must include the following reference: **Guerneville Veterans Memorial Building Winter Shelter.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Tenant agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:  
**County of Sonoma, its Officers, Agents and Employees.**  
**Attn: Veterans Buildings**  
**2300 County Center Dr. Suite A220**  
**Santa Rosa, CA 95403**
- 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. Tenant 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.

#### **8. Policy Obligations**

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

#### **9. Material Breach**

If Tenant fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. County, at its sole option, may terminate this Lease and obtain damages from Tenant resulting from said breach. Alternatively, County may purchase such required insurance and Tenant shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 13**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Department of Health Services

**Staff Name and Phone Number:**

Barbie Robinson, 565-7876

**Supervisorial District(s):**

**Title:** California Accountable Communities for Health Initiative Grant

### **Recommended Actions:**

Authorize the Director of Health Services to execute a grant agreement with Community Partners to accept \$600,000 in revenue to support participation in the California Accountable Communities for Health Initiative through which the Department and Health Action will continue implementation of an Accountable Communities for Health to address the most pressing health issues facing our communities, for the period September 1, 2017 through August 31, 2019.

Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing revenues and expenditures in the Department of Health Services by \$250,000 to include grant funding from Community Partners. (4/5 vote required)

Adopt a resolution amending the position allocation list of the Department of Health Services to extend the term of an existing full-time limited-term Health Program Manager position through August 31, 2019, effective January 9, 2017.

### **Executive Summary:**

Last year the Department of Health Services was selected as one of six innovative communities in California to receive grant funding of \$250,000 to support the development of a local Accountable Communities for Health. Grantees meeting first year milestones, which includes the Department of Health Services, are eligible to receive an additional \$600,000 over two additional years to advance their selected common health goal and create a vision for a more expansive, connected, prevention-oriented health system. This funding will enable Sonoma County to continue implementation of an innovative local Accountable Communities for Health focused on reducing the number of preventable heart attacks and strokes through the linking of local health care systems, providers, and health plans to public health, community, and social services organizations serving diverse communities in Sonoma County.



**Discussion:**

California Accountable Communities for Health Initiative was established by The California Endowment, Blue Shield of California Foundation, Kaiser Permanente, and Sierra Health Foundation to lead efforts to modernize the health system and build healthier communities. The initiative aims to transform a system that will improve the health of entire communities, not just individual patients, and will result in greater health equity. To realize this vision, California Accountable Communities for Health Initiative is utilizing a new model known as Accountable Communities for Health. An Accountable Communities for Health is a groundbreaking vehicle for collaboration across multiple sectors to address the most pressing health issues facing our communities. It brings together clinical providers with public health departments, social service agencies, nonprofit organizations, business groups, and others, in a collective effort to make a community healthier.

By coordinating and aligning activities to address particular health issues in a community, an Accountable Communities for Health can achieve meaningful and lasting improvements in individual and population health. The goals are: 1) improve community-wide health outcomes and reduce disparities with regard to identified health needs; 2) reduce costs associated with health care and, potentially, non-health sectors; and 3) develop financing mechanisms through a self-sustaining wellness fund, to sustain the Accountable Communities for Health and provide ongoing investments in prevention and system-wide efforts to improve population health.

The Department of Health Services was selected as one of six innovative communities in California to receive \$250,000 in 2016 to support the development of a local Accountable Communities for Health structure and model. Grantees meeting first year milestones, which includes the Department of Health Services, are eligible to receive an additional \$600,000 over two additional years to advance their selected common health goal and create a vision for a more expansive, connected, prevention-oriented health system.

Using Health Action's existing multi-sector partnerships and current work as a foundation for the Sonoma Accountable Communities for Health, the Department of Health Services and Health Action are building off the success of Health Action's Committee for Healthcare Improvement's "Hearts of Sonoma" initiative to focus on cardiovascular disease, as it remains the County's most prevalent chronic health condition and a leading cause of death. The Accountable Communities for Health Oversight Committee, a subcommittee of the larger Health Action group, will continue leading this work, with Department staff providing backbone, administrative, and technical support to the initiative.

In the first year of the California Accountable Communities for Health Initiative grant, Health Action made significant progress in advancing the initiative's goals. Partners established the shared goal of reducing the number of preventable heart attacks and strokes and developed a comprehensive strategy across community and clinical settings to achieve the long-term goal. Organizations have begun aligning their existing work and collaborating to implement newly identified interventions as part of the overall strategy. Residents were engaged in listening sessions to understand their experiences related to cardiovascular health. Partners also developed and launched a countywide cardiovascular disease prevention campaign.

In the next two years, Health Action will advance the Accountable Communities for Health by implementing a comprehensive, shared strategy for addressing cardiovascular disease, engaging residents in decision-making and leadership, expanding data sharing across partner organizations, and developing sustainable financing mechanisms. Though the initial focus of this initiative is addressing

cardiovascular disease, the work is in service of the long-term goal of applying the Accountable Communities for Health model as a framework for all of Health Action’s work to address social determinants of health and other root causes of health inequities. The Accountable Communities for Health effort will continue to serve as a pilot to advance the work of Health Action.

**Staffing Request for the California Accountable Communities for Health Initiative**

At the September 13, 2016 Board meeting, the Board approved one new full-time limited-term Health Program Manager position to support the California Accountable Communities for Health Initiative. Approval to add the position to the Department’s position allocation list was included in the first quarter fiscal year 2016-2017 consolidated budget adjustments process. The September 13, 2016 Board report contemplated receipt of future year California Accountable Communities for Health Initiative funding and the need to extend the term of the Health Program Manager position if and when additional funding is confirmed. With confirmation of additional funding, the Department is requesting, via resolution, an extension of the term for the full-time limited-term Health Program Manager position through August 31, 2019. The position term is currently scheduled to end on January 17, 2018.

**Prior Board Actions:**

On September 13, 2016 the Board approved 1) a grant agreement with Community Partners to accept \$250,000 in revenue to support participation in the California Accountable Communities for Health Initiative through August 31, 2017 and 2) one new full-time limited-term Health Program Manager position to support the California Accountable Communities for Health Initiative.

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

Accountable Communities for Health initiatives can achieve meaningful and lasting improvements in individual and population health by improving community-wide health outcomes and reducing disparities with regard to identified health needs and by reducing costs associated with health care.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	0	300,000	50,000
Additional Appropriation Requested	250,000		
<b>Total Expenditures</b>	<b>250,000</b>	<b>300,000</b>	<b>50,000</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	250,000	300,000	50,000
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>250,000</b>	<b>300,000</b>	<b>50,000</b>

**Narrative Explanation of Fiscal Impacts:**

Year 2 grant revenue of \$250,000 (10 months) will be added to the fiscal year 2017-2018 budget via the attached budgetary adjustment resolution for the Community Partners grant. The fiscal year 2018-2019 budget will include revenue and expenditures of \$300,000 and the fiscal year 2019-2020 budget will include revenue and expenditures of the remaining \$50,000 associated with the final 2 months of grant Year 3.

The annualized salary and benefits cost of the 1.0 full-time equivalent limited-term Health Program Manager position is approximately \$144,361, of which approximately \$92,400 will be funded by the Community Partners grant and the remaining \$51,961 with Realignment.

**Staffing Impacts**

<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
Health Program Manager		N/A	0.0

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

No new position(s) are being requested. The Health Program Manager position currently supporting the California Accountable Communities for Health Initiative was added to the Department’s position allocation list via the first quarter fiscal year 2016-2017 consolidated budget adjustments process. The position term is currently scheduled to end on January 17, 2018. With confirmation of additional California Accountable Communities for Health Initiative funding, the Department is requesting, via resolution, an extension of the term for the full-time limited-term Health Program Manager position through August 31, 2019.

<b>Attachments:</b>
Grant agreement with Community Partners, budgetary adjustment resolution, personnel resolution
<b>Related Items "On File" with the Clerk of the Board:</b>
None



**GRANT AGREEMENT  
FOR  
CALIFORNIA ACCOUNTABLE COMMUNITIES FOR HEALTH INITIATIVE**

**Grantee: County of Sonoma on behalf of its Department of Health Services**

**Grant #: 783-02-005**

**Grant Amount: \$600,000**

**Grant Period: September 1, 2017 – August 31, 2019**

1. Grant Purpose: The California Accountable Communities for Health Initiative (CACHI) was designed to assess the feasibility, effectiveness and potential value of a more expansive, connected and prevention-oriented health system. Grants will support second and third year activities associated with implementing an Accountable Community for Health (ACH) to achieve the milestones described in the Years 2 and 3 Milestones, attached as Appendix 2.

Grantee agrees to:

- a. Support activities to achieve the Objectives (Appendix 1) and the Years 2 and 3 Milestones (Appendix 2). These activities are described in the Workplan, submitted as part of the renewal application.
  - b. Provide regular updates to CACHI program staff through monthly calls.
  - c. Participate in the evaluation of CACHI.
  - d. Participate in convenings, webinars and other learning community and technical assistance activities associated with the initiative.
  - e. Share CACHI's experiences and findings with public and private stakeholders in California and across the country.
2. Payments: Community Partners will issue two payments to Grantee according to the schedule below:
    - a. \$300,000 upon receipt of a signed copy of this Grant Agreement, but no earlier than September 1, 2017.
    - b. \$300,000 on September 1, 2018, contingent upon the submission and approval of Year 2 report and Year 3 workplan and budget.
3. Use of Funds: Grantee shall spend the grant funds only for the purposes described above, and in accordance with the Approved Budget, attached as Appendix 3. Any significant changes in the purpose for which funds are spent or in the budget or grant period must be approved in writing by Community Partners before funds are spent. Any remaining balance of unspent grant funds at the end of the Year 2 period of this Grant Agreement (September 1, 2017 through August 31, 2018) shall be carried forward to the Year 3 period of this

this Grant Agreement (September 1, 2018 through August 31, 2019, following the submission of a written request to Community Partners.

4. Prohibited Activities: The Grantee shall not use grant funds in any way that is out of compliance with all applicable federal and state statutes and laws.
5. Reporting: Grantee shall submit the following reports to Community Partners in the form and fashion provided by Community Partners describing the progress against the workplan and Milestones made in accomplishing the purpose of the grant and how the grant funds have been spent.
  - a. By March 15, 2018, Grantee shall submit a progress report, covering activities from September 1, 2017 through February 28, 2018.
  - b. By August 15, 2018, Grantee shall submit a Year 2 narrative and financial report, covering Year 2 activities projected to be completed by August 31, 2018, and a revised workplan and budget for Year 3.
  - c. By March 15, 2019, Grantee shall submit a progress report, covering activities from September 1, 2018 through February 28, 2019.
  - d. By September 30, 2019, Grantee shall submit a final narrative and financial report, covering both Year 3 activities through August 31, 2019, as well as a summation of all activities carried out during the entire three-year period of the initiative.
6. Records, Audits, Site Visits: Grantee shall be responsible for maintaining adequate financial records of this grant program. Community Partners, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by Community Partners through this grant.
7. Communications/Promotional Materials: All proposed Grantee external communication specifically related to the ACH shall be submitted first to Community Partners for review and approval. External communications and announcements shall clearly identify Community Partners, The California Endowment, Blue Shield of California Foundation, Kaiser Foundation Health Plan, Inc. and other funding members of CACHI as a funder or supporter of Grantee in all published material relating to the subject matter of the grant.
8. Status: Grantee represents it is currently, and shall remain during the period funded, a non-profit public benefit corporation exempt from federal income taxes under sections 501(c)(3) and 509(a)(1), (2) or (3) of the Internal Revenue Code or a local, state or federal government agency eligible to receive charitable contributions.
9. Terrorist Activity: Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders.
10. Indemnification: Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Community Partners, its officers, directors, employees, and agents, and the funders of CACHI, their officers, directors, employees, and agents, from and against any and all claims, liabilities, losses and expenses arising from or in connection with any act or omission of Grantee, its employees, or agents, in accepting the purpose(s) of the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Community Partners or the funders of CACHI, their officers, directors, employees, or agents.
11. Remedies: If Community Partners determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Grant Agreement, Community Partners may refuse to make any

further grant payments to Grantee under this or any other grant agreement, and Community Partners may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to Community Partners. Community Partners may also avail itself of any other remedies available by law.

12. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Grant Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
13. Future Funding: This award is made with the understanding that Community Partners has no obligation to provide other or additional support for this project, nor does the award represent any commitment to future support from Community Partners for this or any other project of the Grantee.
14. Entire Agreement. This Grant Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Grant Agreement may not be amended or modified except in writing signed by both parties.

If this Grant Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this Grant Agreement, please countersign and return to Community Partners.

_____	County of Sonoma	_____
Grantee Signature	Print Name and Title	Date

_____	Paul Vandeventer, President and CEO, Community Partners	_____
Grantor Signature	Print Name	Date



## APPENDIX 1 Objectives

**Objective 1:** Solidify ACH infrastructure and its relationships to other initiatives and/or collaboratives.

**Objective 2:** Embed equity as a core principle throughout ACH policies, and practices and institute meaningful community outreach and engagement strategies.

**Objective 3:** Finalize and continue implementation of a coherent portfolio of interventions with significant reach and strength.

**Objective 4:** Implement the sustainability approach/plan, including securing funding sources and establishing Wellness Fund.

**Objective 5:** Implement new and improved capacity to collect data, share data among partner organizations, and communicate transparently to communities and stakeholders on the progress of the ACH interventions and milestones.

**APPENDIX 2**  
**Years 2 and 3 Milestones**

**1. Solidify ACH infrastructure and its relationships to other initiatives and/or collaboratives.**

- a. *The ACH has developed a shared long-term **vision**, which prioritizes population health improvement, and a set of agreed-upon goals developed through a collaborative process that engages the community.*

YEAR TWO

- The ACH has a clear understanding of how the ACH (or its activities) fits and/or integrates with other collective action tables or structures.

YEAR THREE

- The leadership team periodically reviews the vision and goals to update short-term, medium-term and long-term goals and ensures that equity is explicitly articulated as a core principle and priority.

- b. *The ACH has identified a well-respected **backbone entity** with the trust and capacity to convene and coordinate the various aspects of the ACH.*

YEAR TWO:

- Roles and responsibilities of the backbone entity are clearly defined and, to the extent some of the roles are carried out by other organizations, they are made explicit.

YEAR THREE:

- The ACH governing body confirms ongoing roles and responsibilities of identified backbone entity beyond CACHI grant.

- c. *The ACH has established a sound **governance structure** that ensures effective decision-making and accountability to partners and the community, and a leadership team is in place that is inclusive and is developing a high level of trust among members.*

YEAR TWO:

- The leadership team subscribes to a distributed leadership model with various leadership team members assuming leadership on different topics such as sustainability, particular interventions within the portfolio, etc.
- The leadership team continues to meet regularly and has processes in place to monitor activities, renew member commitments, and identify course corrections as appropriate to achieve goals.
- A process is in place to secure organizational commitments, in the event of individual representative changes, as well as recruiting new organizations, as appropriate.

YEAR THREE:

- Mechanisms of accountability and transparency exist to ensure accountability between partners and between the leadership team and the community.

- d. *The ACH includes a diverse set of **partners** and organizational leadership from clinical, community health, social services, grass roots and consumer organizations and other stakeholders relevant to the selected health issue.*

YEAR TWO:

- There is a high level of participation by senior level people of partner organizations.
- In addition to the leadership team, the ACH facilitates a broader partnership group representing diverse sectors that continue to be engaged.

YEAR THREE:

- There is a high level of participation by senior level people of partner organizations.
- The broad partnership group representing diverse sectors continues to be engaged and identifies new issues to be tackled.
- New partners join the ACH as additional health conditions are addressed.

**2. Embed equity as a core principle throughout ACH policies and practices and institute meaningful community outreach and engagement strategies.**

- a. *The ACH has adopted and incorporated **equity, diversity and inclusion** principles throughout the activities of the ACH.*

YEAR TWO:

- Governance processes, including the leadership team, demonstrate equity, diversity, and inclusiveness in decision making-processes and attend to power dynamics. (See also Milestone 1c above.)

YEAR THREE:

- Residents from targeted communities are engaged at multiple levels in the ACH and actively shape the priorities and implementation of interventions.

- b. *The ACH seeks to **engage residents and the community-at-large** in the governance of the ACH, as well as the design and implementation of interventions.*

YEAR TWO:

- Residents actively participate on leadership team and within the broader collaborative to help set priorities and goals.
- Residents are engaged and involved in carrying out interventions (not just being the subject of them), ideally assuming leadership of one or more interventions. For example, churches may conduct a blood pressure screening, local residents may beautify area parks, etc.

YEAR THREE:

- The ACH has demonstrated accountability to the community, and community champions understand and support the goals of the ACH.

**3. Finalize and continue implementation of a coherent portfolio of interventions with significant reach and strength.**

- a. *Interventions are aligned across the five domains to achieve a set of prioritized outcomes that address varying stages of the selected issue and include short- to long-term timeframes, upstream and downstream factors, and measures for monitoring success.*

YEAR TWO:

- The leadership team approves and monitors implementation of the Portfolio of Interventions

across all five domains.

- ACH partners implement interventions and report progress back to the leadership team, based on indicators linked to the logic model.
- The leadership team adopts a plan for addressing gaps in the portfolio. Efforts to address the gaps may include: capacity expansion to meet community needs within an existing intervention; new interventions identified as high priority to achieve the outcomes; or longer-term or upstream interventions not yet addressed.
- The leadership team monitors progress toward the outcomes and considers course corrections at least semi-annually.

YEAR THREE:

- The leadership team ensures interventions in all five domains are implemented, including interventions required to address gaps in initial portfolio.
- The ACH expands interventions per Year Two planning.
- The leadership team monitors progress toward the outcomes and considers course corrections at least semi-annually.

- b. *The leadership team adopts goals and next steps beyond Year Three, which may include increased funding for existing interventions, expansion beyond the current target geography or adopting a new community health priority.*

YEAR TWO: NA

YEAR THREE:

- An ACH planning team is convened and develops a series of strategic options for the next phase of ACH implementation in year four and beyond.

**4. Implement the sustainability approach/plan, including securing funding sources and establishing Wellness Fund.**

- a. *The ACH has adopted and is implementing a sustainability approach/plan that identifies specific funding sources.*

YEAR TWO:

- The ACH refines statements of benefit and value of CACHI activity (including estimates of cost impacts).
- The ACH leadership team or appropriate committee determines level of funding needed to support the backbone entity on an ongoing basis.
- The leadership team has reviewed/approved “best guess” estimates for level of funding needed to support identified gaps associated with implementing the portfolio of interventions at sufficient reach and strength.

YEAR THREE:

- The ACH leadership team or appropriate committee captures and reports financial and non-financial value of Years One and Two activity to stakeholders.
- The ACH leadership team or appropriate committee formalizes funding appeal and obtains commitments from more than one funding source that will lead to sustainability beyond Year Three.
- The ACH formalizes agreements among partners regarding sustainability strategies.

- b. *The ACH operates a Wellness Fund as a vehicle for attracting, braiding, and blending resources from a variety of organizations and sectors, to support the ACH's infrastructure and activities in alignment with the goals, priorities and strategies developed by the ACH.*

YEAR TWO:

- The ACH formally selects the entity to house the Wellness Fund (Year One milestone).
- The Wellness Fund 1) identifies gaps in needed capacities to be able to carry out the various financing strategies identified in the sustainability plan/approach (e.g., blend and/or braid resources) as well as monitors and reports funding received and expenditures, and 2) implements efforts to address them.
- The Wellness Fund and ACH leadership team have a written agreement that outlines accountability and decision-making roles between the two entities. (see also 1c)
- The ACH leadership team or appropriate committee identifies priority funding sources that result in at least one committed funding source, ideally on an ongoing basis.

YEAR THREE:

- The ACH and/or Wellness Fund secures resources to sustain the backbone.
- The Wellness Fund secures resources to address one or more gaps in the Portfolio of Interventions, such as scaling and spreading existing interventions, start-up of critical new interventions, etc.

**5. Implement new and improved capacity to collect data, share data among partner organizations, and communicate transparently to communities and stakeholders on the progress of the ACH interventions and milestones.**

- a. *The ACH identifies, collects and reports data to monitor and communicate through a dashboard progress regarding ACH assets and infrastructure (e.g., Wellness Fund), outcomes (e.g., selected health condition) and overall impact.*

YEAR TWO:

- The ACH confirms outcomes, indicators, and relevant baseline data for ongoing monitoring and reporting, in coordination with the evaluator and TA team.
- The leadership team adopts a dashboard to report and monitor progress toward milestones.

YEAR THREE:

- The leadership team expands data available to the dashboard for any outcomes or milestones not reported previously by utilizing technical assistance support.

- b. *The ACH develops data sharing capabilities within and across sectors to be able to report on the impact of interventions.*

YEAR TWO:

- ACH partners complete data asset mapping for one or more interventions for which data collection and data sharing will enable implementation of the intervention, e.g. secure exchange of identifiable patient/consumer service and outcome information between two or more entities . (Year One milestone).
- ACH partners complete data sharing agreements necessary for cross-sector data collection.

YEAR THREE:

- ACH partners continue data asset mapping for additional interventions.

- The ACH reports data on at least one intervention operating across multiple sectors.

c. *The ACH uses data to “tell its story” through accessible, visual mechanisms, such as a dashboard.*

YEAR TWO:

- The ACH implements a data visualization project to communicate to stakeholders and residents. This could be the dashboard or other data of interest to stakeholders to communicate the rationale for the ACH, e.g., why this selected health issue and geography, and/or to communicate the progress of the ACH.

YEAR THREE:

- The ACH uses data visualization to increase transparency and communicate accountability to partners, investors, and the community. (See also 1c)

**APPENDIX 3  
Approved Budget**

	CACHI Carryover Funds from Year 1 (No Cost Extension)	Year 2			Year 3		
		Funding Request from CACHI	In-Kind Support	Total Annual Budget	Funding Request from CACHI	In-Kind Support	Total Annual Budget
<b>PROJECT BUDGET</b>							
<b>INCOME</b>							
<b>CACHI Requested Funding - Projected</b>	133,705	300,000		<b>433,705</b>	300,000		<b>300,000</b>
<b>DHS in-kind staff and benefits - Committed</b>			86,482	<b>86,482</b>		86,482	<b>86,482</b>
<b>United Way and Center for Well-Being Campaign and Outreach - Committed</b>			233,628	<b>233,628</b>		200,000	<b>200,000</b>
<b>Kaiser Permanente's South Santa Rosa HEAL Zones Project - Committed</b>			270,000	<b>270,000</b>		0	<b>0</b>
<b>CDPH California Tobacco Control Program - Committed</b>			165,000	<b>165,000</b>		165,000	<b>165,000</b>
<b>Active Transportation Program - Committed</b>			169,500	<b>169,500</b>		169,500	<b>169,500</b>
<b>SNAP-Ed - Committed</b>			349,000	<b>349,000</b>		290,500	<b>290,500</b>
<b>Estimated expenses for ACH-related activities by ACH partner agencies (e.g., policy advocacy, outreach, data collection and analysis, fiscal analysis, legal and data agreement development) - Committed</b>			201,105	<b>201,105</b>		201,105	<b>201,105</b>
<b>Estimated program and intervention expenses for CVD work by ACH partner agencies - Committed</b>			1,792,000	<b>1,792,000</b>		1,792,000	<b>1,792,000</b>
<b>TOTAL INCOME</b>	<b>133,705</b>	<b>300,000</b>	<b>3,266,715</b>	<b>3,700,420</b>	<b>300,000</b>	<b>2,904,587</b>	<b>3,204,587</b>
<b>PERSONNEL EXPENSES (List positions)</b>							
<b>0.75 Health Program Manager (Evaluation Liaison)</b>		70,029		<b>70,029</b>	73,530		<b>73,530</b>
<b>0.25 Program Planning and Evaluation Analyst</b>		23,845		<b>23,845</b>	25,037		<b>25,037</b>
<b>0.10 Biostatistician</b>		8,570		<b>8,570</b>	8,998		<b>8,998</b>
<b>0.25 Senior Office Assistant</b>		13,364		<b>13,364</b>	14,032		<b>14,032</b>
<b>0.10 Health Policy, Planning and Evaluation Director</b>			14,744	<b>14,744</b>		14,744	<b>14,744</b>
<b>0.10 Health Officer</b>			23,459	<b>23,459</b>		23,459	<b>23,459</b>
<b>Subtotal Personnel</b>	0	115,808	38,203	<b>154,011</b>	121,597	38,203	<b>159,800</b>
<b>Benefits (max of 32% of Personnel Expenses)</b>	0	37,059	48,279	<b>85,338</b>	38,911	48,279	<b>87,190</b>

	CACHI Carryover Funds from Year 1 (No Cost Extension)	Year 2			Year 3		
		Funding Request from CACHI	In-Kind Support	Total Annual Budget	Funding Request from CACHI	In-Kind Support	Total Annual Budget
<b>PROJECT BUDGET</b>							
<b>Total Personnel</b>	<b>0</b>	<b>152,867</b>	<b>86,482</b>	<b>239,349</b>	<b>160,508</b>	<b>86,482</b>	<b>246,990</b>
<b>NON-PERSONNEL/OTHER EXPENSES</b>							
Data	30,000	10,000		40,000	20,000		20,000
Travel: Convening and Affinity Groups	3,567	3,003		6,570	3,000		3,000
Community Support Allocations	82,707	5,000		87,707	22,362		22,362
Sustainability Facilitation		30,000		30,000	30,000		30,000
Health Care Systems Analyst		30,000		30,000	0		0
Portfolio Coordination		30,000		30,000	25,000		25,000
United Way and Center for Well-Being Campaign and Outreach			233,628	233,628		200,000	200,000
Kaiser Permanente's South Santa Rosa HEAL Zones Project			270,000	270,000			0
CDPH Tobacco Control Program			165,000	165,000		165,000	165,000
Active Transportation Program			169,500	169,500		169,500	169,500
SNAP-Ed			349,000	349,000		290,500	290,500
Estimated expenses for ACH-related activities by ACH partner agencies (e.g., policy advocacy, outreach, data collection and analysis, fiscal analysis, legal and data agreement development)			201,105	201,105		201,105	201,105
Estimated program and intervention expenses for CVD work by ACH partner agencies			1,792,000	1,792,000		1,792,000	1,792,000
<b>Total Non-Personnel/Other Expenses</b>	<b>116,274</b>	<b>108,003</b>	<b>3,180,233</b>	<b>3,404,510</b>	<b>100,362</b>	<b>2,818,105</b>	<b>2,918,467</b>
<b>TOTAL EXPENSES (excluding Indirect/Overhead)</b>	<b>116,274</b>	<b>260,870</b>	<b>3,266,715</b>	<b>3,643,859</b>	<b>260,870</b>	<b>2,904,587</b>	<b>3,165,457</b>
<b>INDIRECT/OVERHEAD EXPENSE (max of 15% of Total Expenses)</b>	<b>17,431</b>	<b>39,130</b>	<b>0</b>	<b>56,561</b>	<b>39,130</b>	<b>0</b>	<b>39,130</b>
<b>TOTAL EXPENSES (Personnel + Non-Personnel/Other + Indirect Costs)</b>	<b>133,705</b>	<b>300,000</b>	<b>3,266,715</b>	<b>3,700,420</b>	<b>300,000</b>	<b>2,904,587</b>	<b>3,204,587</b>



		Year 2			Year 3		
<b>PROJECT BUDGET</b>	<b>CACHI Carryover Funds from Year 1 (No Cost Extension)</b>	<b>Funding Request from CACHI</b>	<b>In-Kind Support</b>	<b>Total Annual Budget</b>	<b>Funding Request from CACHI</b>	<b>In-Kind Support</b>	<b>Total Annual Budget</b>
<b>BALANCE (Total Revenues - Total Expenses)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

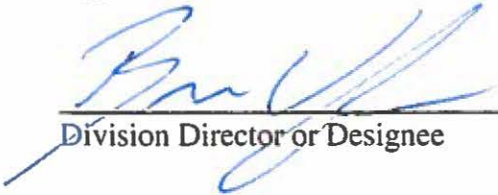
**Supplemental Signature Page**

Community Partners

Grant No. 783-02-005

Term: 2017 Sep 01 - 2019 Aug 31

Approved as to Substance:



\_\_\_\_\_

Division Director or Designee

Dated 11.22.17

Approved as to Form:

\_\_\_\_\_

County Counsel

Dated \_\_\_\_\_

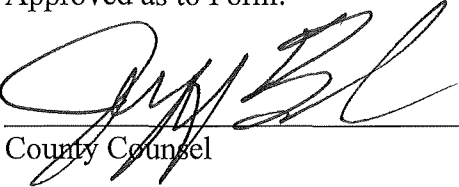
**Supplemental Signature Page**

Community Partners  
Grant No. 783-02-005  
Term: 2017 Sep 01 - 2019 Aug 31

Approved as to Substance:

\_\_\_\_\_ Dated \_\_\_\_\_  
Division Director or Designee

Approved as to Form:

 \_\_\_\_\_ Dated 11/29/17  
County Counsel



County of Sonoma  
State of California

Date: January 9, 2018

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 2017-2018 Adopted Budget, Appropriating \$250,000 from the Community Partners California Accountable Communities for Health Initiative Grant to the Health Services Special Revenue Fund to Allocate Funding for Grant-Related Expenditures Within the Department of Health Services.**

**Whereas**, the Board of Supervisors has adopted the final budget for fiscal year 2017-2018 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 2017-2018 fiscal year.

**Now, Therefore, Be It Resolved** that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2017-2018 adopted budget for the increases listed in Exhibit A.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## EXHIBIT A - BUDGET RESOLUTION

Department(s)/ Agency/(ies):	Department of Health Services					
Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost	
<b>Summary of Requested Adjustments for Board Consideration</b>						
<b>Health Services - OTHER FUND</b>						
<b>Detail Row 1</b>			250,000	(250,000)		
<b>Detail Row 2</b>		10,307		10,307		
<b>Detail Row 3</b>		239,693		239,693		
<b>Summary Row</b>	-	250,000	250,000	-		
<p><i>Additional Revenue from Community Partners - extension of CACHI Grant</i></p> <p><i>Extend existing 1.0 FTE limited-term Health Program Manager position through August 31, 2019. effective January 9, 2017. The HPM position supports the California Accountable Communities for Health Initiative.</i></p> <p><i>Additional costs related to CACHI Grant</i></p> <p><i>Accept California Accountable Communities of Health Initiative (CACHI) Grant revenue contract and extension of 1.0 FTE Limited-Term Health Program Manager positions</i></p>						
<b>Total Requested Adjustments</b>		<b>250,000</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	
<b>Subtotal of General Fund Changes</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Subtotal of Other Fund Changes</b>		<b>250,000</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	



County of Sonoma  
State of California

Date: January 9, 2018

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 List for the Department of Health Services to Extend the Term of an Existing Full-Time Limited-Term Health Program Manager Position through August 31, 2019.**

**Whereas**, the Department of Health Services was awarded a one-year California Accountable Communities for Health Initiative grant from Community Partners in September 2016, with the possibility to receive funding for an addition two years;

**Whereas**, to support California Accountable Communities for Health Initiative efforts, the Department requested, and the Board approved, the addition of a full-time limited-term Health Program Manager position through January 17, 2018;

**Whereas**, an additional two years of California Accountable Communities for Health Initiative grant funding has been confirmed by Community Partners; and

**Whereas**, to support the California Accountable Communities for Health Initiative efforts for the additional two-year grant term, the Department has identified the need to extend the term for the full-time limited-term Health Program Manager position through August 31, 2019.

**Now, Therefore, Be It Resolved** that the Department Allocation List for the Department of Health Services is hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions In Class	Change In Position Allocation	New Total Allocation For Class	Effective Date	Limited-Term End Date	Salary Range
22040103	2634	Health Program Manager	7.00	0.00	7.00	January 9, 2018	August 31, 2019	\$6,846-\$8,322

**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: 14**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit Sonoma

**Staff Name and Phone Number:**

Cecily Condon 565-1958  
Amy Lyle 565-7389

**Supervisorial District(s):**

Fourth

**Title:** Airport Area Specific Plan and Environmental Impact Report Contract Amendment

### **Recommended Actions:**

Authorize the Director of Permit Sonoma to execute the first amendment to an agreement with Metropolitan Planning Group for preparation of the Airport Area Specific Plan and Environmental Impact Report in the amount of \$93,935, for a revised contract total of \$513,935.

### **Executive Summary:**

Staff recommends that the Board authorize the Director of Permit Sonoma to execute an amendment to the agreement with the Metropolitan Planning Group to prepare an update of the existing 1984 Airport Industrial Area Specific Plan, and a programmatic Environmental Impact Report. The amendment to the agreement would revise the project scope and increase the budget for additional tasks and public outreach. A primary goal of this Specific Plan is to consider changes in land use to increase housing opportunities.

### **Discussion:**

The goal of this project is to prepare an update of the existing 1984 Airport Industrial Area Specific Plan, and a programmatic Environmental Impact Report. The update will reflect changes in existing land use and current planning, climate adaptation, health policy goals, and address changes in traffic patterns including the airport and the newly built Sonoma Marin Area Rail Transit (SMART) platform. The project will determine existing conditions, opportunities, and constraints and establish a vision for development based on a collaborative planning process. The resulting plan will be a comprehensive product that addresses land use, circulation, design standards, infrastructure planning, and implementation strategies to guide the growth within the Specific Plan area. The resulting plan will inform the strategy and policies during the Sonoma County General Plan Update to begin this year.

This project is primarily funded by a \$350,000 planning grant from the Sonoma County Transportation Authority using funds from the One Bay Area Grant program, as administered by the Metropolitan

Transportation Commission, and approximately \$145,000 will come from the Planning Administration and General Plan Administration Funds.

The original grant proposal and agreement included 4 stakeholder meetings and public workshops. During the course of developing the specific plan alternatives it has become necessary to add 6 public meetings and stakeholder outreach opportunities in order to maintain a comprehensive public outreach approach. Staff anticipates the additional public and stakeholder meetings are required to maintain adequate public outreach for the duration of the project. The grant award and original agreement are not adequate to cover the revised scope of the Specific Plan, environmental review, and public outreach.

The scope of the Specific Plan originally focused around the potential for a Station Area Plan around the current norther terminus of the SMART line but has since been expanded to look at opportunities for flexible zoning, housing opportunities, and additional circulation improvements outside of the immediate station area.

This Specific Plan has expanded purpose since the Sonoma Complex Fire. In line with the Housing Recovery efforts staff has been exploring all opportunities for housing. This airport area is a prime location due to proximity of transit and job centers. The Specific Plan effort will include a full exploration of housing opportunities, with programmatic Environmental Impact Report, and robust public outreach to both the community at large and airport area property owners.

Additional tasks for the revised scope of the specific plan include determining the existing water allocation from the Town of Windsor and completion of additional environmental studies. Given the increase in public outreach and the change in scope to help address Sonoma County's severe housing shortage it has become necessary and desirable to extend the length of term and funding for this project.

The Specific Plan will provide a building block for the General Plan Update including the preservation of industrial land uses, workforce housing opportunity sites, and increased multi modal transportation opportunities. Funding for the additional amount will be provided from the General Plan Update Administrative fund.

The proposed contract amendment is \$72,935, with a 5% contingency of \$21,000 for a total contract not to exceed amount of \$513,935. This total includes \$70,000 of Planning Administrative funds approved by the Board in 2015, \$350,000 from the Sonoma County Transportation Authority grant, and an augment of \$93,935 required to conduct additional public outreach and address changes in the scope of the Specific Plan update and contingency. Use of the contingency would only be authorized by the Permit Sonoma Director for unforeseen tasks. Transportation and Public Works will be acting as the fiscal agent on behalf of Permit Sonoma due to existing agreements with Caltrans.

**Prior Board Actions:**

December 8, 2015 – The Board authorize the Director of the Permit and Resource Management Department to execute an agreement with the Metropolitan Planning Group to provide planning and environmental consulting services for the Airport Area Specific Plan project for the period of December 8, 2015 to December 8, 2018, to be funded by \$350,000.00 in Grant funds from the Sonoma County



Transportation Authority and a County match of \$70,000.00 funded by the Planning Administrative Fund.

February 25, 2014 – The Board approved a Resolution of Local Support (No. 14-0064) authorizing the filing of an application for funding, committing the necessary matching funds, and offering assurance to complete the project.

November 12, 2013 – The Board approved Resolution No. 13-0467 authorizing PRMD to apply for Priority Development Area (PDA) grant funds from the Sonoma County Transportation Authority (SCTA).

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

The Airport Area Specific Plan will promote a mix of land uses and enhanced multimodal connectivity to promote healthy living and greenhouse gas reduction by encouraging active forms of transportation and increased use of transit.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$420,000		
Additional Appropriation Requested	\$93,935		
<b>Total Expenditures</b>	<b>\$513,935</b>		
<b>Funding Sources</b>			
General Fund/WA GF		Carry Over	
State/Federal	\$350,000		
General Plan Administrative Fund	\$93,935		
Planning Administrative Fund	\$70,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$513,935</b>		

**Narrative Explanation of Fiscal Impacts:**

Additional funds are required to complete the required scope. The increase to the total contract funding of \$72,935 and \$21,000 for contract contingency, if needed, are proposed to be funded by the General Plan Administrative Fund. Adjustments to the budget will be made during consolidated budget adjustments. Project administrative costs are estimated to be about \$350,000; these costs are already included in the Comprehensive Planning work plan and budget. Total project expenditures are \$513,935.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
There will be no impact on staffing. Existing staff are sufficient to complete this project under the existing Comprehensive Planning Work Plan.			
<b>Attachments:</b>			
Attachment A: Proposed Amendment, January 9, 2018			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Professional Services Agreement with exhibits for Metropolitan Planning Group (M Group)			

**AMENDMENT # 1 TO  
AGREEMENT FOR CONSULTING SERVICES**

The following is an amendment dated January 9, 2018 to an Agreement for Consulting Services between the COUNTY OF SONOMA, hereinafter "County" and Metropolitan Planning Group, hereinafter "Consultant".

WHEREAS, County and Consultant entered into an Agreement for Consulting Services on December 8, 2015, wherein Consultant is to prepare an Airport Sonoma Marin Area Rail Transit (SMART) Station Specific Plan and EIR; and

WHEREAS, County has determined that it is necessary and desirable to extend the Term of Agreement as well as increase the funding of the agreement to reflect grant timelines and increased public outreach;

NOW THEREFORE, the parties hereto agree to amend the Agreement for Consulting Services dated January 9, 2018 as follows:

1. The first paragraph of Section 2.1, "Payment for Consultant's Services," of Article 2, "Payment Terms," of the Agreement is amended to change the \$420,000 amount to \$513,935, as follows:

"2.1 Payment for Consultant's Services. Consultant shall be paid in accordance with the payment terms set forth in Exhibit "B," attached hereto and incorporated herein by this reference, to perform all work hereunder. The total amount paid to Consultant for work performed under paragraph 1.1 up to and including the certification of the Final EIR, shall not exceed \$513,935. Any additional work identified as necessary by the Consultant must be submitted in writing to the County for authorization; additional work shall not proceed until Consultant has received written authorization from the County pursuant to Section 8 of this Agreement."

2. Subsection 2.2.9 of Section 2.2, "Allowable Costs and Payments," of Article 2, "Payment Terms," of the Agreement is amended to change the \$420,000 amount to \$513,935, as follows:

"2.2.9. The total amount payable by County shall not exceed \$513,935."

3. Section 3.1, of Article 3, "Term of Agreement," of the Agreement is amended to extend the term to January 9, 2021, as follows:

"3.1. This Agreement shall go into effect on Effective Date, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The agreement shall end on January 9, 2021, unless extended by contract amendment."

4. Exhibit A to the Agreement, "Scope of Work," is rescinded and replaced with the "First Amended Exhibit A," attached to this Amendment in order to reflect new tasks associated with public outreach.
5. Exhibit B to the Agreement, "Payment Terms," is rescinded and replaced with the "First Amended Exhibit B," attached to this Amendment in order to reflect the new tasks and associated budget. There is no change in the hourly rates or payment terms.

BE IT FURTHER AGREED that all other terms and conditions contained in the original agreement dated December 8, 2015 shall remain unchanged and in full force and effect as though fully set forth therein.

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

CONSULTANT: \_\_\_\_\_

M. GROUP

By: Heather Hines

Name: HEATHER HINES

Title: PRINCIPAL

Date: 12.08.2017

COUNTY: COUNTY OF SONOMA

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

By: \_\_\_\_\_  
Director, Permit and Resource  
Management Department

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

APPROVED AS TO FORM FOR  
COUNTY:

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

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

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

CONSULTANT: \_\_\_\_\_

COUNTY: COUNTY OF SONOMA

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

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

Director, Permit and Resource  
Management Department

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

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

APPROVED AS TO FORM FOR  
COUNTY:

By: *Jimmy C. Kle...*, Interim Chief Deputy  
County Counsel

Date: 12-18-17

## SONOMA COUNTY | AIRPORT AREA SPECIFIC PLAN

### Exhibit A: SCOPE OF SERVICES OUTLINE

#### TASK 1: PROJECT INITIATION, DATA AND DOCUMENT COLLECTION AND REVIEW

- 1.1 Project Kick-Off Meeting (*M-GROUP, DPJ&A, N|N, BKF, LEG*)
- 1.2 Collect and Review Background Data (*M-GROUP, N|N, BKF, LEG*)
- 1.3 Prepare Base Maps (*M-GROUP, BKF*)
- 1.4 Prepare Employment Investment Area (EIA) Profile (*M-GROUP, N|N, LEG*)

#### TASK 2: COMMUNITY INVOLVEMENT

- 2.1 Develop a Community Engagement Strategy (*M-GROUP*)
- 2.2 TAC/CAC Meeting #1 – Assets and Opportunities (*M-GROUP, N|N, LEG*)
- 2.3 Pop-Up Workshops (*M-GROUP*)

#### TASK 3: MARKET DEMAND ANALYSIS

- 3.1 Conduct a Market Demand and Feasibility Analysis (*LEG, M-GROUP*)

#### TASK 4: LAND USE AND CIRCULATION ALTERNATIVES ANALYSIS

- 4.1 Develop Land Use and Circulation Alternatives (*M-GROUP, N|N, LEG*)
- 4.2 Community Workshop #1 - Alternatives Review and Preliminary Design Standards (*M-GROUP, N|N, LEG*)
- 4.2b **\*COMPLETED-NOT BUDGETED\*** Advisory Team Meeting #2 (*M-GROUP, N|N*)
- 4.2c **\*COMPLETED-NOT BUDGETED\*** Stakeholder Meetings (*M-GROUP*)
- 4.2d **\*COMPLETED-NOT BUDGETED\*** Property Owner Workshop #1 (*M-GROUP, N|N*)
- 4.2e **\*NEW\*** Prepare a Preferred Land Use and Circulation Alternative (*M-GROUP, N|N*)
- 4.2f **\*NEW\*** Property Owner Workshop #2 (*M-GROUP, LEG*)
- 4.3 TAC/CAC Meeting #2 – Alternatives Review and Preliminary Design Standards (*M-GROUP, N|N*)
- 4.4 Select Preferred Alternative (*M-GROUP, N|N, LEG*)

#### TASK 5: URBAN DESIGN AND DEVELOPMENT STANDARDS AND GUIDELINES

- 5.1 Develop Urban Design Standards/Guidelines (*M-GROUP, N|N*)

#### TASK 6: INFRASTRUCTURE DEVELOPMENT, IMPLEMENTATION PLAN AND FINANCING STRATEGY

- 6.1 Assess Infrastructure and Budget Needs (*BKF, LEG*)
- 6.2 Develop Implementation Plan and Financing Strategy (*LEG*)
- 6.3 **\*COMPLETED-NOT BUDGETED\*** Prepare a Water Supply Assessment (*M-GROUP*)
- 6.3b **\*COMPLETED-NOT BUDGETED\*** Calculate Water Supply Allocation (*M-GROUP*)
- 6.3c **\*NEW\*** Calculate Water Supply Allocation (*continued*) (*M-GROUP*)

**TASK 7: PREPARATION OF SPECIFIC PLAN**

- 7.1 Prepare Administrative Draft Specific Plan (M-GROUP, N|N, LEG)
- 7.2 Prepare Public Review Draft Specific Plan (M-GROUP, N|N, LEG)
- 7.2b \*NEW\* Property Owner Workshop #3 (M-GROUP, LEG)**
- 7.3 TAC/CAC #3 Joint Meeting – Plan Review (M-GROUP, N|N)
- 7.3b \*NEW\* Stakeholder Meetings (M-GROUP)**
- 7.3c \*NEW\* Prepare a Public Review Draft Specific Plan (M-GROUP, LEG)**
- 7.3d \*NEW\* Assist with Presentation to the Board of Supervisors Prior to Public Review (M-GROUP)**
- 7.4 Community Workshop #2 – Plan Review (M-GROUP)

**TASK 8: PROGRAM-LEVEL ENVIRONMENTAL IMPACT REPORT (ADMIN DRAFT)**

- 8.1 Scoping Meeting and Notice of Preparation (DJP&A)
- 8.2 Prepare Administrative Draft EIR (ADEIR) (DJP&A, M-GROUP, N/N, BKF, I+R)
- 8.2b Biological Resource Analysis (DJP&A, M-GROUP)**

**TASK 9: PREPARE PUBLIC REVIEW DRAFT ENVIRONMENTAL IMPACT REPORT**

- 9.1 Incorporate Revisions to Administrative Draft EIR (ADEIR) (DJP&A, M-GROUP)
- 9.2 Prepare Public Review Draft EIR (DJP&A, N/N, M-GROUP)

**TASK 10: RESPOND TO COMMENTS AND PREPARE ADMINISTRATIVE FINAL EIR**

- 10.1 Review and Organize Comments (DJP&A)
- 10.2 Prepare Administrative Final EIR including Response to Comments (DJP&A, I+R)
- 10.3 Prepare Public Final EIR (DJP&A, M-GROUP)

**TASK 11: PRESENTATION AND ADOPTION OF SPECIFIC PLAN AND EIR CERTIFICATION**

- 11.1 Planning Commission Meeting(s) on Airport Area Specific Plan and EIR (DJP&A, M-GROUP)
- 11.1b ALUC Workshop #1 (County Staff, M-GROUP)**
- 11.2 Board of Supervisors Hearing(s) on Airport Area Specific Plan and EIR (DJP&A, M-GROUP)
- 11.3 Final Specific Plan, EIR and Associated General Plan and/or Zoning Amendments (M-GROUP, DJP&A, N|N)

**TASK 12: ON-GOING PROJECT MANAGEMENT**

- 12.1 \*COMPLETED-NOT BUDGETED\* Project Management (M-GROUP)**
- 12.1 \*NEW\* Project Management - Adjusted Budget for new tasks (M-GROUP)**

OPTIONAL TASK:

**TASK OT.1 BIOLOGICAL RESOURCE ANALYSIS - To be completed in Task 8.2b**



## SCOPE OF SERVICES

### TASK 1: PROJECT INITIATION, DATA AND DOCUMENT COLLECTION AND REVIEW

#### TASK 1.1 – PROJECT KICK-OFF MEETING (M-GROUP, DJP&A, N|N, BKF, LEG)

The project kick-off meeting will convene County staff, and the M-Group team to:

- Introduce the project, process, and key milestones;
- Clarify project roles and responsibilities;
- Discuss project goals and objectives, as well as assets and opportunities;
- Discuss the community engagement strategy;
- Identify stakeholders, key advisors and format of future meetings;
- Establish methods for communicating with County staff members and stakeholders; and
- Refine and finalize work scope and project schedule.

**Task 1.1 Deliverables:** *Kick-off meeting and a finalized project scope and budget.*

#### TASK 1.2 - COLLECT AND REVIEW BACKGROUND DATA (M-GROUP, N|N, BKF, LEG)

A key first step in the planning process will be to collect and analyze relevant documents and data available related to the Specific Plan area. The consultant team will prepare a summary of existing conditions related to demographic and socio-economic context, land use mix, circulation and traffic patterns (including existing traffic volume data at up to eight (8) study intersections and U.S. 101 freeway mainline segments between Old Redwood Highway and River Road), relevant SMART plans, infrastructure conditions, and the environmental setting, and include it in the Employment Investment Area (EIA) profile. This initial analysis will set the framework for the development of land use and circulation alternatives.

1. Nelson/Nygaard will evaluate up to three freeway mainline segments along US 101 (between Old Redwood Highway and Shiloh Rd, Shiloh Rd and Airport Boulevard, and Airport Rd and River Rd);
2. County staff will provide existing intersection volume data for study intersections, signal timing data (as applicable), LOS output files, and existing freeway mainline volume data for freeway segments;

**Task 1.2 Deliverables:** *Memo on findings from the collection and review of background data.*

#### TASK 1.3 - PREPARE BASE MAPS (M-GROUP, BKF)

Based on the review of background materials and site analysis, availability of GIS shape files and AutoCAD data, the M-Group team will create various maps documenting existing conditions within the project area and its surrounding context. These maps will serve as the basis for developing concept alternatives and diagrams. At minimum, the maps will convey zoning, land use, ownership, circulation facilities, and an overlay of existing utility infrastructure.

**Task 1.3 Deliverables:** *Comprehensive base maps in digital format of the project area.*

**TASK 1.4 - PREPARE EMPLOYMENT INVESTMENT AREA (EIA) PROFILE (M-GROUP, N\N, LEG)**

Using the information gathered from previous tasks including existing census and demographic data, M-Group will work with the County of Sonoma to prepare an existing constraints and opportunities analysis of the Specific Plan area and the immediate surrounding context. The analysis will focus particularly on the community's demographic and socio-economic profile, and data on employment, place of work, income, and travel mode/time to work, as well as land use patterns.

LEG will prepare a survey targeting all of the businesses in the Employment Investment Area. The survey results will be a key part of the EIA Profile Report and will serve as input to the market study. The EIA Profile will also identify potential issues or constraints that may impact the planning process, including hazards, infrastructure needs, and possible policy or regulatory issues affecting development.

For the baseline analysis, Nelson\Nygaard will prepare a summary of existing transportation conditions in the Specific Plan area, including all modal facilities and interaction between modes. Nelson\Nygaard will conduct a "walking tour" of the area to observe, characterize, inventory, and analyze current transportation conditions during a typical day, including peak-hour periods. Using data in Task 1.2 and our field visit, a full assessment of existing transportation constraints and opportunities will be provided.

**Task 1.4 Deliverables:** *Existing Constraints and Opportunities Analysis with appropriate graphics, and the EIA Profile Report with appropriate graphics.*

## TASK 2: COMMUNITY INVOLVEMENT

### TASK 2.1 - DEVELOP A COMMUNITY ENGAGEMENT STRATEGY (M-GROUP)

M-Group will collaborate with County staff to prepare a tailored outreach strategy for the Airport Area Specific Plan project. The outreach strategy will aim to reach a wide range of community members and local business owners by formulating and facilitating a joint Technical Advisory Committee (TAC)/Citizen's Advisory Committee (CAC), as well as community meetings and workshops. In addition to community meetings and TAC/CAC meetings, outreach tools will include a project website, social media, community planning toolkits, project branding/ consistency, and translation services as necessary.

M-Group will work with the County to develop a project website embedded or linked within the County's existing website for all relevant project information including updates about upcoming meetings and deliverables. This interactive dialogue will be on-going throughout the planning process.

The M-Group team will prepare all of the materials and presentations for the community and committee meetings for approval by County staff. County staff will identify CAC members, as well as provide meeting notifications and meeting location logistics for all outreach events.

**Task 2.1 Deliverables:** *Community Engagement Strategy, distribution materials, a schedule of Community and Committee meetings, and the preparation and maintenance of project website.*

### TASK 2.2 - TAC/CAC MEETING #1 - ASSETS AND OPPORTUNITIES (M-GROUP, N|N, LEG)

The purpose of this meeting will be to discuss the project area's assets, issues, and opportunities with the TAC. The M-Group team will seek the group's feedback, direction, potential revisions and/or refinements to the preliminary analysis on existing conditions. The M-Group team will also discuss the format and approach for the Pop-up Workshops and future community meetings.

**Task 2.2 Deliverables:** *TAC #2 meeting agenda, presentation, and summary.*

### TASK 2.3 - POP-UP WORKSHOPS (M-GROUP)

M-Group will conduct up to three informal, interactive workshops throughout the community to foster feedback from a diverse group of participants and identify area-wide assets, issues, and opportunities, and principles for a guiding vision for future development. M-Group will work with County staff and the committees to identify existing community events that will reach the widest range of people.

**Task 2.3 Deliverables:** *Workshop materials (e.g., base maps, posters, agendas, comment cards, sign-in sheets, and summaries).*

### TASK 3: MARKET DEMAND ANALYSIS

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#### TASK 3.1 - CONDUCT A MARKET DEMAND AND FEASIBILITY ANALYSIS (LEG, M-GROUP)

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LEG will conduct an assessment of future market demand for commercial, industrial, office, retail and housing uses in the Project Area. The market analysis will start at the county level and focus to the Project Area. The analysis will examine historic trends spanning one or two real estate cycles and will forecast forward for a 20-year planning period by five-year increments.

The retail analysis will consider both support retail for on-site employees and residents, convenience retail associated with the SMART station, and (if of interest to the County) wholesale big box-style destination retail compatible with the business park nature of the Project Area, as big box stores are significant sales tax generators. The housing market analysis will focus on multi-family (apartments and condominiums) and/or mixed use housing near the SMART Station.

**Task 3.1 Deliverables:** Draft and final Market Demand and Feasibility Analysis on a digital format.

## TASK 4: LAND USE AND CIRCULATION ALTERNATIVES ANALYSIS

### TASK 4.1 - DEVELOP LAND USE AND CIRCULATION ALTERNATIVES (M-GROUP, N|N, LEG)

The M-Group team will develop up to three draft land use alternatives for the Specific Plan area. The team will base these alternatives upon the EIA profile, market demand analysis, and the multi-modal transportation analysis, as well as ongoing guidance from County staff and the TAC and CAC and input from the community meetings. The M-Group team will develop a range of alternatives and strategies for development and testing, and present the alternatives in both illustrations and text descriptions.

#### *Task 4.1.a. Multi-Modal Transportation Analysis of Alternatives*

Nelson\Nygaard will coordinate with County staff and Project Team members to develop land use alternatives that aim to increase multimodal accessibility and connectivity, and develop livable, "complete streets" that complement the urban form and design of the built environment. Specific tasks will include:

- Coordination with County staff to classify street functionality, context, form and mode to better understand the land use context of the street and adjacent land uses, and identify the role/relative priority of the streets in the County's automobile, transit, bicycle, and pedestrian networks.
- Develop performance metrics to prioritize transportation modes along the street network (e.g., identify "transit priority" streets, "primary or secondary bicycle" streets, etc.) and identify specific multimodal elements for each street classification, with a focus on multimodal accessibility/connectivity, pedestrian-scale design elements, safety, and streetscape features.
- Focus on SMART station access for both motorized/non-motorized modes
- Incorporate current County and SMART plans/programs for transit, bicycle, and pedestrian improvements and recommended measures developed by Nelson\Nygaard and County staff into the alternatives analysis.
- Prepare a summary report of potential land use and circulation design concepts for Specific Plan and alternatives.

Nelson\Nygaard will identify the projected travel demand associated with the proposed land uses associated with the Specific Plan and alternative. Our goal will be to refine and make the necessary adjustments to reduce potential travel demand based on land use/circulation design concepts and potential to shift travel demand based on applicable Transportation Demand Management (TDM) measures. These measures will be reviewed and approved in coordination with County Staff. Tasks will include:

- Optimizing existing transportation facilities through TDM strategies, filling in "last mile" transit connections, establishing pedestrian linkages for all users, including persons with disabilities and the elderly; building stronger bicycle linkages, and redesigning streets to better meet community needs and a healthier environment.
- Prepare a Transportation Demand Management (TDM) "Toolkit"

- Incorporate TDM strategies to reduce vehicle travel demand for Specific Plan and alternatives.
- Estimate potential parking demand of Specific Plan and alternatives based on land use program, current Zoning Code requirements, and potential reduction measures based on adjustments to vehicle/bicycle parking requirements.
- Evaluate potential travel demand associated with Specific Plan and alternatives, including trip generation, distribution, assignment, and mode splits.
- Adjust travel demand estimation based on applicable TDM measures and identify vehicle trip reductions. Coordinate with SCTA staff to obtain countywide model forecasting data for existing (baseline) and cumulative (Future Year 2040) scenarios (which includes foreseeable transportation improvements in the County [e.g., SMART rail implementation]). SCTA staff will provide Nelson/Nygaard with countywide travel demand forecasting model volumes for existing (baseline), and future year (2040). SCTA will provide model runs based on land use and transportation changes per Specific Plan and alternatives and other transportation improvements and such data will include traffic volumes at study intersections and along freeway mainline segments, for existing plus project and future year (2040) plus project. Coordinate with SCTA staff to adjust travel demand forecasts based on land use/circulation elements of the Specific Plan and alternatives, and account for applicable TDM measures to refine Specific Plan travel demand analyses.

A key goal of the Specific Plan will be to “knit together” the development opportunity sites and existing buildings in a way that improves mobility and circulation for all, while bringing while bring the proposed development into the fabric of the County itself. Nelson\Nygaard will use data and study findings from the above tasks to prepare a comprehensive Alternatives Analysis report for the Specific Plan. The report will provide a detailed review of existing and future traffic conditions associated with buildout of the Specific Plan. Note that the analysis will look beyond intersection LOS conditions as the primary evaluation criterion; however, Nelson\Nygaard will characterize traffic LOS conditions along study intersections and freeway mainline segments in the Specific Plan area (for Existing, Existing plus Project, Cumulative No Project, and Cumulative Plus Project) relative to how streets will be prioritized for other modes and users. An evaluation of vehicle-miles-traveled (VMT) will also be included in the report to illustrate the VMT estimation based on the transportation and land-use program of the Specific Plan. A comprehensive transit assessment will be incorporated into the report and include connectivity, productivity (e.g., coverage, frequency, etc.), and access to the SMART station. Planned bicycle and pedestrian facilities and enhancements to existing facilities will also be documented based on proposed circulation concepts.

Nelson\Nygaard will prepare a technical memorandum that will provide a comparative analysis of the Specific Plan and alternatives, and based on the findings provided therein.

**Task 4.1.b. Market Analysis of Alternatives**

LEG's approach is to contribute to the development of the Airport Area Specific Plan from a land economics perspective, which is made up of four objectives. The four objectives are 1) the regional economic objective of clustering population and employment near areas well served by public transit, 2) the economic development objective of job creation, business increase and income growth, building upon the existing strength of Sonoma County, 3) the land development economics objective of utilizing the Airport and nearby properties not needed for aviation to enhance Airport revenues and operation, and 4) the county fiscal objective of long term tax revenue generation and containment of service costs. LEG will evaluate the land use and circulation alternatives against the objectives to contribute to the selection of a preferred plan alternative.

**Task 4.1 Deliverables:** *Alternatives multi-modal transportation technical memo, a Transportation Demand Management (TDM) memo, a memo of three Land Use Alternatives for review and feedback with descriptions, diagrams, and graphics, and the process for selecting the preferred alternative.*

**TASK 4.2 - COMMUNITY WORKSHOP #1 - ALTERNATIVES REVIEW AND PRELIMINARY DESIGN STANDARDS (M-GROUP, N|N, LEG)**

The M-Group team will facilitate a community workshop to review the preliminary alternatives and land use and circulation strategy, which will help guide the selection of a preferred alternative. Input will also be sought on the development of the urban design standards, as outlined in Task 5 below.

**Task 4.2 Deliverables:** *Workshop materials (e.g., maps, posters, agendas, comment cards, sign-in sheets, and summaries).*

**4.2B - (COMPLETED-NOT BUDGETED) ADVISORY TEAM MEETING #2 (M-GROUP, N|N)**

*An additional Advisory Team meeting to review development alternatives prior to community workshop #1 (Task 4.2) was held on March 29, 2017. This workshop included a broader scope than was planned and budgeted in Task 4.3, including:*

- *A 3-hour meeting instead of 2 hours*
- *Preparation of an un-planned preliminary alternatives report*
- *Including additional time to revise alternatives between the meeting and Community Workshop #1*

**4.2C - (COMPLETED-NOT BUDGETED) STAKEHOLDER MEETINGS (M-GROUP)**

*This completed task includes 5 formal meetings with key stakeholders as well preparation for the meetings, and informal telephone meetings to review development alternatives and gather feedback:*

- *Major property owners (02/27/2017, 03/20/2017, 04/12/2017, and 04/28/2017)*
- *Sonoma County Water Agency (04/28/2017)*
- *Airport management (04/03/2017)*

**4.2D – (COMPLETED-NOT BUDGETED) PROPERTY OWNER WORKSHOP #1 (M-GROUP, N|N)**

*A second Community Workshop was held on June 1, 2017 to engage directly with property and business owners within the project area. This workshop gathered input from property and business owners on desired outcomes for the Specific Plan area and reviewed development alternatives. The budget for this additional workshop is equivalent to the approved budget for Community Workshop #1 (Task 4.2).*

**4.2E – (NEW) PREPARE A PREFERRED LAND USE AND CIRCULATION ALTERNATIVE (M-GROUP, N|N)**

*Based on feedback received from prior engagement activities completed in Task 4, as well as staff and Advisory Team input, M-Group will compile a land use and circulation plan for the preferred development alternative for final presentation to stakeholders and the Advisory Team prior to developing the draft Specific Plan. Nelson\Nygaard has additional scope to tailor the circulation plan to the preferred land use plan, and LEG will update the qualitative economic impact analysis prepared for the three alternatives for the preferred alternative.*

**4.2F – (NEW) PROPERTY OWNER WORKSHOP #2 (M-GROUP, N|N, LEG)**

*A third workshop is planned to engage property and business owners a second time. The workshop will review the preferred alternative and seek confirmation to proceed with the recommended plan to address issues that were identified in the June 1, 2017 Community Workshop with property and business owners, the Advisory Team, staff, and the public. The budget for this additional workshop is equivalent to the budget for Community Workshop #1 (Task 4.2) except that Land Econ Group will attend to provide economic and fiscal expertise, and review the updated qualitative economic analysis.*

**TASK 4.3 – TAC/CAC MEETING #2 – ALTERNATIVES REVIEW AND PRELIMINARY DESIGN STANDARDS (M-GROUP, N|N)**

Based on feedback from County staff, the M-Group team will facilitate a presentation and discussion with the TAC to review the preliminary alternatives and land use and circulation strategy, and input received from the community. This meeting will focus on selecting a preferred direction for the concepts/strategies and prioritizing key improvements.

**Task 4.3 Deliverables:** *TAC #2 meeting agenda, presentation, and summary outlining key direction.*

**TASK 4.4 - SELECT PREFERRED ALTERNATIVE (M-GROUP, N|N, LEG)**

Based on the alternatives review by County staff and TAC/CAC members, the M-Group team will refine the alternatives and craft a preferred land use and circulation plan. Nelson\Nygaard will assist the team in refining the plan's circulation components to develop a preferred alternative.

**Task 4.4 Deliverables:** *Draft and Final Preferred Plan Multimodal Transportation Technical Memos, Description of the Preferred Plan and three alternatives, and associated maps/graphics.*



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**TASK 5: URBAN DESIGN AND DEVELOPMENT STANDARDS AND GUIDELINES****TASK 5.1 - DEVELOP URBAN DESIGN STANDARDS/GUIDELINES (M-GROUP, N\N)**

The M-Group team will prepare a set of preliminary design standards that will serve as a foundation of the Specific Plan document and preparation of supportive design guidelines. Standards and guidelines will address both the private and public realm. Standards related to the private realm may include scale and configuration of footprints, heights, massing, density, and size of individual buildings as well as configurations of new and redefined proposed blocks and lots, grouping of buildings, and layout of open spaces. Public realm standards will consider design elements such as reduced road widths, provision of turn lanes, sidewalk widths, traffic calming, transit vehicle loading and boarding, bus stop amenities, bicycle lanes, landscaping, crosswalk markings, off-street parking requirements, and on-street parking configurations

The guidelines and standards will address issues of building form and orientation, pedestrian friendly design standards, gateway signage, accessibility, streetscape furniture palette, multi-modal access and connectivity, and special accents at SMART Station points of interest. The design guidelines and standards will incorporate a “hybrid” form-based approach that combines the organization of form, image, and character-based concepts with traditional design guidelines and development standards. This task will also apply existing County policy measures and integrate design principles from the National Association of City Transportation Officials (NACTO) *Urban Street Design Guide* and *Bikeway Design Guide* and best practices from around the globe. Nelson\Nygaard will also identify potential Zoning Code changes to existing vehicle and bicycle parking requirements.

The M-Group team will have solicited input from the public on these design standards in the first community workshop as specified above in Task 4.2. All proposed design guidelines will address any needed General Plan or Zoning amendments changes, if any, and detailed in Task 11.1.

***Task 5.1 Deliverable:*** *Urban Design Standards and Guidelines with maps, graphics and diagrams to be incorporated into the Specific Plan document.*

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## **TASK 6: INFRASTRUCTURE DEVELOPMENT, IMPLEMENTATION PLAN AND FINANCING STRATEGY**

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### **TASK 6.1 - ASSESS INFRASTRUCTURE AND BUDGET NEEDS (BKF, LEG)**

Based on the information obtained under the Data Collection, the BKF will compile a series of large format display exhibits and background data that will illustrate the locations of the infrastructure within and serving the Specific Plan area. BKF will perform an onsite review of the existing conditions and identify visually observable opportunities and challenges posed by the conditions.

BKF will describe the known capacity of existing infrastructure serving the Station Specific Plan area and develop an assessment of existing conditions that identifies the major utility infrastructure that serves the area, their suitability for reuse, and their physical constraints for new development. In particular BKF will be evaluating: sanitary sewer, water, recycled water, and storm drainage. This assessment will also be informed by the analysis and forecasting for dry utilities to be completed by County staff. County staff will provide dry utility analysis and forecasts in collaboration with applicable utility companies (PG&E, Comcast, etc.) These issues, along with street improvements, public facilities, parks and open space, trails, natural gas service, telecommunications, and ADA accessibility will also be assessed with regards to infrastructure needs and any related engineering issues will be identified.

The M-Group team will also identify the opportunities and constraints of the infrastructure improvements based on the preferred Station Specific Plan. BKF will prepare utility demand forecasts for the Station Specific Plan area (based on land uses identified) and indicate potential upgrades to the various individual infrastructure systems, or studies required to support future improvements or development. Based on the demand, BKF will suggest recommendations to improve utility systems or identify future studies that may be needed to model, analyze, evaluate, and determine impacts to the systems. BKF will develop preliminary opinions of probable construction costs associated with the suggested infrastructure improvements and modifications. These costs can then be incorporated and considered with the overall financing strategy in Task 6.2.

LEG will assemble the infrastructure cost information and prepare a municipal fiscal impact analysis for the preferred plan alternative. This fiscal analysis will consider both one-time front-end capital cost and on-going long-term service and maintenance costs, such as public safety, public works, parks maintenance, etc. The revenue side will examine sales tax, property tax, fees, licenses revenue, transfers, etc. The analysis will estimate whether the development or redevelopment over the next ten and 20 years will generate a net positive or negative fiscal impact on the County of Sonoma's General Fund balance.

**Task 6.1 Deliverable:** *Infrastructure Needs Analysis Technical Report, digital format illustrative of needed improvements and recommended phasing.*

**TASK 6.2 - DEVELOP IMPLEMENTATION PLAN AND FINANCING STRATEGY (LEG)**

The implementation plan will identify key policy actions and the lead agencies responsible. It will also summarize the cost of specific improvements, general timeframe for construction and approaches to financing. The issues that contribute to the selection of financing strategies will include the strength of the real estate market, amount and value of new development expected, extent of property owner support, amount of private sector benefit relative to the cost burden, timing of benefits received relative to cost, equitable treatment of all beneficiaries, and limitations created by the various legal constraints. Certainly, developer contribution to community benefits, local improvement districts, benefit assessment districts, infrastructure financing districts, community facilities districts and community services districts will all be considered with the objective of creating a Specific Plan Area that is vibrant, attractive, and an important economic asset to Sonoma County, its Airport, and the SMART system.

**Task 6.2 Deliverable:** *Implementation Plan and Financing Strategy to be incorporated into the Specific Plan document.*

**TASK 6.3 – PREPARE A WATER SUPPLY ASSESSMENT (M-GROUP)**

A Water Supply Assessment (WSA) will be prepared for the Station Specific Plan in accordance with SB 610. The Specific Plan qualifies as a “project” under SB 610 (pursuant to California Water Section 10912) since it occupies more than 40 acres and is expected to generate a water demand equivalent to or in excess of 500 dwelling units. The Town of Windsor is the water purveyor for the Plan Area and therefore is responsible for adopting the WSA. M-Group will work collaboratively with the Town of Windsor, Public Works Department Water Division to develop and process a WSA. As required, the WSA approval will occur in advance of the environmental approval for the Specific Plan.

**(COMPLETED-NOT BUDGETED)** *An increase to the budget for Task 6.3 is needed because the scope of the task was increased at the request of County staff. Initially Task 6.3 was intended to complete a Water Supply Assessment for the preferred development alternative. Instead, a preliminary assessment was prepared for three development alternatives for comparison. In addition, the approved scope assumed that data on historical water use by land use would be provided to M-Group for the analysis; this data was not available and additional research and analysis were required to create the water supply model.*

**Task 6.3 Deliverable:** *Water Supply Assessment in PDF format.*

**6.3B – (COMPLETED-NOT BUDGETED) CALCULATE WATER SUPPLY ALLOCATION (M-GROUP)**

*The approved scope of work assumed that the County and Town of Windsor would provide an agreed-upon water allocation figure, in acre-feet/year, to serve as the benchmark for the project area. The allocation amount has not been determined. M-Group has been asked to support the Town of Windsor to determine an appropriate allocation figure. The additional task involves providing data to the Town of Windsor and meeting with the Town to review an allocation calculation prepared by Town staff at up to 3 meetings. The first meeting for this added task was conducted on May 16, 2017.*

**6.3C – (NEW) CALCULATE WATER SUPPLY ALLOCATION (CONTINUED) (M-GROUP)**

*M-Group will continue to provide support to the Town of Windsor and Sonoma County to determine a Water Supply Allocation figure. Two additional meetings are planned to review and confirm an allocation with dates to be determined.*

**TASK 7: PREPARATION OF SPECIFIC PLAN****TASK 7.1 - PREPARE ADMINISTRATIVE DRAFT SPECIFIC PLAN (M-GROUP, N|N, LEG)**

The M-Group team will prepare the Administrative Draft Airport Area Specific Plan that will, with clear and comprehensive narrative and graphics, present the Draft Plan elements and encompass all components required by both the grant requirements and State law. At minimum the Administrative Draft Specific Plan document will include the following information:

- **Introduction, Baseline, Site Context, and Planning Process** – identification of project objectives, site context, existing conditions, key assets and opportunities, and a description of the planning process as it related to the community and public agencies.
- **Policy Framework** – guiding land use and circulation policies including support for jobs and retail services within the Airport SMART Station plan area.
- **Station Access and Connectivity** – a complete set of strategies to ensure access for all modes of transportation and all users to and through the project area, including traffic impacts, transit rider estimates, parking demands and parking management strategies, and accessible design. Considering the context of the Airport Business Park as envisioned in the preferred plan, the potential parking policy changes that may be appropriate in order to achieve MTC’s goals of reducing parking demand within PDAs and station areas will be identified.
- **Urban Design Standards (Private and Public Realm)** – a comprehensive set of design standards that encourage pedestrian and bicycle-friendly design and promote walkability.
- **Infrastructure and Community Services Analysis** – appropriate infrastructure improvements and Identification of the community services needed to support the implementation of the plan (e.g., police, fire, schools, and solid waste/recycling).
- **Implementation Plan** – identification of regulatory/policy changes to implement the plan, responsible County departments, a financing strategy, anticipated traffic and parking improvements, street improvements and utilities, and a general phasing and prioritization of improvements.

The M-Group team will collaborate with County staff on review of the Admin Draft Specific Plan. County staff will provide one set of consolidated edits in a Word format. M-Group will format subsequent plan review rounds in a PDF and InDesign format.

**Task 7.1 Deliverable:** *Administrative Draft of Airport Area Specific Plan in a Word and PDF format for initial review.*

**TASK 7.2 - PREPARE PUBLIC REVIEW DRAFT SPECIFIC PLAN (M-GROUP, N|N, LEG)**

The M-Group team will incorporate comments from County staff on the Administrative Draft and prepare the Public Review Draft Plan for the community to review and comment on. The team will document the community input in the following tasks, and present it to the Planning Commission and Board of Supervisors for adoption.

M-Group will also identify and prepare a list of needed updates or amendments to the County's General Plan 2020 and Zoning Code. The team will also identify these action items in the Implementation Plan section of the Specific Plan.

**Task 7.2 Deliverable:** *Public Review Draft of Airport Area Specific Plan in a PDF format for review.*

**7.2B – (NEW) PROPERTY OWNER WORKSHOP #3 (PROPERTY AND BUSINESS OWNERS) (M-GROUP, N|N, LEG)**

*A third Community Workshop is planned to engage property and business owners a second time. The workshop will review a preliminary preferred alternative and identify final outstanding policy issues with recommended solutions. The outstanding policy issues will be based on input from the June 1, 2017 Community Workshop with property and business owners, the Advisory Team, staff, and the public. The budget for this additional workshop is equivalent to the budget for Community Workshop #1 (Task 4.2) except that Land Econ Group will also attend to provide economic and fiscal expertise to ensure the plan is realistic and that an effective implementation plan is developed.*

**TASK 7.3 - TAC/CAC #3 JOINT MEETING – PLAN REVIEW (M-GROUP, N|N)**

The purpose of this joint meeting will be to discuss and review the Administrative Draft Specific Plan, seeking feedback from the committee's and direction on potential revisions and/or refinements in preparation of the Public Review Draft Specific Plan.

**Task 7.3 Deliverables:** *TAC/CAC #3 joint meeting agenda, presentation, and meeting summary outlining key direction.*

**7.3B – (NEW) STAKEHOLDER MEETINGS (M-GROUP)**

*This task includes 3 meetings with key stakeholders to review the draft Specific Plan.*

**7.3C – (NEW) PREPARE A PUBLIC REVIEW DRAFT SPECIFIC PLAN (M-GROUP, N|N)**

*Based on feedback received from engagement activities completed in Task 7, as well as staff and Advisory Team input, M-Group and Nelson\Nygaard will refine the Plan and prepare a Public Review Specific Plan for presentation to the general public.*

**7.3D – (NEW) ASSIST WITH PRESENTATION TO THE BOARD OF SUPERVISORS PRIOR TO PUBLIC REVIEW (M-GROUP)**

*M-Group will provide support to staff—to prepare any summary materials or review of the plan—in preparation for a staff report-out to the Board of Supervisors on the Public Review Draft Specific Plan prior to public release of the Plan.*

**TASK 7.4 - COMMUNITY WORKSHOP #2 - PLAN REVIEW (M-GROUP)**

After receiving input from County staff and the TAC and CAC, the M-Group team will facilitate a second workshop with the community to present the Public Review Draft of the Specific Plan to foster input. M-Group envisions the meeting format as an “open house,” where the team will display key aspects of the plan and provide copies of the document for review and commenting. Members of the M-Group team, County staff, and committee’s will be available to provide an overview of the Specific Plan and answer questions.

**Task 7.4 Deliverables:** *Workshop materials (e.g., maps, posters, agendas, comment cards, sign-in sheets, and summaries).*

**TASK 8: PROGRAM-LEVEL ENVIRONMENTAL IMPACT REPORT**

David J. Powers & Associates, Inc. (DJP&A) will prepare a Program Environmental Impact Report for the Airport Area Specific Plan project that will focus on the environmental factors for which potentially significant environmental impacts may result.

**TASK 8.1 – SCOPING MEETING AND NOTICE OF PREPARATION (DJP&A)**

Once a preferred alternative has been identified for the Specific Plan and the project description is well defined, DJP&A will prepare and submit a Notice of Preparation (NOP) for review and approval by County staff. DJP&A will attend the EIR public scoping meeting and present the EIR process, if desired by County staff. DJP&A will prepare a written summary of all public scoping meeting comments. This scope of work assumes DJP&A will submit the NOP to the State Clearinghouse and the County will complete mailings to affected property owners and the surrounding community.

*Task 8.1 Deliverables: Notice of Preparation, materials and notes from scoping meeting.*

**TASK 8.2 - PREPARE ADMINISTRATIVE DRAFT EIR (ADEIR) (DJP&A, M-GROUP, NIN, ILLINGWORTH & RODKIN, BKF)**

The Administrative Draft EIR (ADEIR) will include the following sections in compliance with CEQA Guidelines:

**Preface/Introduction**

The EIR will include a preface explaining why an EIR is being prepared and summarizing the uses of the EIR.

**EIR Summary**

The EIR will include a summary section consisting of a concise description of the proposed Specific Plan, and a brief narrative outlining the Specific Plan's environmental impacts and proposed or feasible mitigation measures. The summary shall identify each significant impact with proposed mitigation measures and alternatives that would avoid or reduce that impact. The summary will also describe any known areas of controversy raised by agencies or the public, issues that remain to be resolved including the choice among alternatives, and whether and how the alternatives mitigate the significant impacts.

**Project Description**

Based on information provided to DJP&A by M-Group, DJP&A will prepare the project description. The EIR will describe the preferred alternative and associated regulatory/policy changes required to implement the Specific Plan. Appropriate graphics, including maps, tables, and charts, will be used in the EIR to describe the proposed Specific Plan.

In accordance with CEQA Guidelines Section 15124, the EIR will identify the County's objectives for the Specific Plan and describe the intended uses of the EIR including CEQA tiering and streamlining opportunities for future development projects proposed within the Specific Plan boundary. The discretionary actions, future permits/approvals necessary to implement the Specific Plan, and the County's planning process will also be described. Any responsible/trustee agencies who would be involved in approving or carrying out future development within the Specific Plan area will also be identified.

**Environmental Setting, Impacts & Mitigation**

In accordance with CEQA Guidelines Section 15125, the EIR will clearly describe the environmental setting (i.e. baseline conditions) for the project site and surrounding area and will emphasize any particularly sensitive environmental characteristics. The EIR will identify the thresholds of significance for each technical subject area. The technical analyses described below will be attached as appendices to the EIR.

The EIR will identify significant impacts resulting from and to implementation of the Specific Plan. All potentially significant environmental impacts will be identified and illustrated graphically where appropriate (CEQA Guidelines Section 15126.2). The EIR will identify program mitigation and avoidance measures for all significant impacts resulting from the Specific Plan. Mitigation measures included in the EIR will be capable of being monitored, in accordance with CEQA Guidelines Section 15097 pertaining to the monitoring and reporting of project mitigation.

This section will also include discussion of the proposed project's consistency with the applicable components and policies of the County General Plan. The EIR will describe the relationship between the proposed Specific Plan and other applicable regional and local plans, policies, and regulations, including those of the San Francisco Bay Regional Water Quality Control Board, the Bay Area Air Quality Management District, and other agencies as appropriate.

The primary environmental issues to be evaluated in the EIR and described below include land use, traffic, biological resources, air quality, greenhouse gas emissions, noise, utilities and service systems, cultural resources, and hydrology. Prior to beginning any technical analyses for individual subject areas in the EIR, DJP&A will submit a memorandum to County staff for review and confirmation, describing the methods and assumptions to be used in the analysis (such as software, modeling techniques, thresholds, etc.).

*Land Use*

The proposed project will update the existing Airport Industrial Area Specific Plan with potential new and modified land use designations, policies, and guidelines for increased development in the plan area. The new Airport Area Specific Plan will account for future commuter rail serving the plan area and include implementation plans to achieve the County's vision for the plan area. The EIR will analyze the proposed changes resulting from implementation of the Specific Plan and the plans conformance to existing County goals, policies, and objectives for the plan area. This discussion will address potential impacts to agricultural resources in the area using the California Land Evaluation & Site Assessment (LESA) model. The EIR will also describe land use conflicts that may result from implementation of the Specific Plan and identify mitigation measures to reduce impacts to a less than significant level.

*Transportation*

DJP&A will be responsible for preparing the Transportation and Circulation section of the Administrative Draft EIR and the information and relevant data incorporated into the EIR section will be provided by Nelson\Nygaard. The thresholds of significance for the circulation analysis will be determined based on CEQA guidelines together with criteria set by the County of Sonoma. It is assumed that intersection and freeway segment LOS will be analyzed, in addition to a vehicle miles



traveled (VMT) metric to be specified by the California Office of Planning and Research (OPR) in a forthcoming update to the CEQA guidelines. The methodologies and modeling techniques to be used in the circulation analysis will be confirmed with County staff prior to commencement of analysis. Nelson\Nygaard will review the Draft Plan's policies and any proposed improvements relating to circulation and determine whether any significant circulation impacts would result. Recommended mitigation measures for each of the transportation and circulation topic areas will be indicated where appropriate.

#### *Biological Resources*

The EIR will analyze biological resource impacts based on existing information and analysis prepared by the County staff. County staff will prepare the biological resources section and provide it to DJP&A for review and incorporation in the EIR. The biological resources discussion will describe the methodologies used in conducting the assessment, provide details of habitats and species, evaluate potential impacts anticipated through time, and make recommendations for conservation of important habitats and mitigation for impacts that will reduce the effect of potential adverse impacts on biological resources resulting from the Specific Plan.

#### **8.2B – (NEW) BIOLOGICAL RESOURCE ANALYSIS (DJP&A, M-GROUP)**

***The Plan Area has evolved from historically agricultural lands and open space to what is today largely industrial related land uses with scattered vacant parcels remaining. The Plan Area includes lands that may support biological resources as identified in the Draft Recovery Plan for the Santa Rosa Plain. Specifically, a large vacant parcel, directly north of Airport Boulevard is identified as part of the Windsor Plant Conservation Area. The Specific Plan area may contain lands considered to be within the "core" recovery area for Burke's goldfields (*Lasthenia burkei*) and Sonoma sunshine (*Blennosperma bakeri*), two state and federally listed endangered wetland plants. The Plan Area is also within in a Sebastopol meadowfoam (*Limnanthes vinculans*) "Management Area" designated in the Draft Recovery Plan. As such, biological resources warrant in depth review and consideration. The consultant team will prepare a program level biological resources assessment (BRA) that will characterize the potential for rare plants and other special status species, evaluate the impacts to biological resources as a result of Specific Plan implementation and set forth strategies and measures to avoid, reduce and offset any impacts.***

#### *Air Quality*

The EIR will analyze air quality impacts based on an Air Quality Assessment prepared by Illingworth & Rodkin. The air quality evaluation will assess the local and regional air emissions impacts of the Specific Plan preferred alternative based on the most recent methods for predicting air pollutant and toxic air contaminant emissions from land use projects. Primary air quality issues would be the consistency of the Specific Plan with the 2010 Clean Air Plan and effects of air pollutant sources upon sensitive receptors. The EIR will identify changes to local air quality in terms of carbon monoxide using traffic volume based screening criteria recommended by BAAQMD. The construction toxic air contaminant (TAC) analysis will focus on identification of measures that would substantially reduce construction TAC emissions and outline the types of additional-project levels analyses necessary for individual projects. CalEEMod would be used to predict emissions of air pollutants from changes in land uses and traffic resulting from the Specific Plan. Model runs would be prepared for existing, future no-project and future plan scenarios. Potential land use changes included in the Specific Plan that could generate odor complaints would be identified. The EIR will

identify mitigation measures for significant impacts that may include transportation control and/or transportation demand measures, as well as buffer zones for TACs and odors.

#### *Greenhouse Gas Emissions*

The EIR will analyze GHG emissions based on an assessment prepared by Illingworth & Rodkin. The GHG analysis would use the CalEEMod model, as recommended by BAAQMD, to compute annual emissions that include traffic and indirect sources such as natural gas, electricity use, water usage, and generation of solid waste that is stored in landfills. Project emissions would be evaluated along with the estimated number of residents and workers to develop an annual GHG emissions rate per capita. GHG emissions for the project will also be evaluated relative to the Sonoma County General Plan Open Space and Resource Conservation Element Objective OSRC-14.4, which makes it the policy of the County to reduce GHG emissions 25 percent below 1990 levels by 2015, and in the context of AB32 and Executive Order S-3-05. If feasible, the project's consistency with the County-wide climate action plan ("Climate Action 2020") currently under development will also be evaluated. Control measures identified in the Specific Plan to reduce GHG emissions would be evaluated and additional measures to reduce GHG emissions would be incorporated into the modeling to further reduce impacts, as needed.

#### *Noise*

The EIR will analyze noise based on an assessment prepared by Illingworth & Rodkin. The predominant sources of noise within and around the plan area are vehicular traffic along US Highway 101, Airport Boulevard, and other local roadways, intermittent railroad trains, and aircraft associated with Charles M. Schulz Sonoma County Airport. Illingworth & Rodkin, Inc. will complete a noise monitoring survey to quantify ambient noise levels at areas that may be developed with sensitive uses as well as at existing sensitive land uses in the project vicinity. The proposal includes four long-term and six short-term noise measurements at representative sites within the plan area. Future noise levels affecting the planning area will be calculated based on future traffic volumes along adjacent roadways, future SMART/railroad projections contained in SMART EIR, and aircraft noise projections contained in the Charles M. Schulz Sonoma County Airport Master Plan Implementation Project EIR. These projections, in combination with noise data gathered for local noise sources, will be used to calculate future noise levels. Noise generated by the construction activities and project-generated traffic would be calculated at nearby sensitive land uses. The noise and land use compatibility of sensitive uses affected by the plan will be assessed based on adjustments to existing noise data and future projections. The EIR will identify areas of potential noise conflicts with existing or proposed sensitive uses in the vicinity and identify noise impacts resulting from the Plan project over a temporary or permanent basis. Noise impacts will be assessed with respect to applicable County policies and appropriate CEQA significance criteria. Mitigation measures will be identified to reduce noise levels to acceptable levels. Mitigation will be presented to also reduce potentially significant noise impacts resulting from the construction and operation of the project.

#### *Utilities and Service Systems*

The EIR will analyze utilities and service systems impacts based on the infrastructure needs analysis and implementation plan developed for the Specific Plan. This proposal assumes the infrastructure needs analysis and implementation plan will contain a sufficient level of detail for the preferred alternative to identify potential impacts related to the provision of required services. This proposal

also assumes an SB 610-compliant Water Supply Assessment, approved by the Town of Windsor, will be provided by M-Group. The EIR will identify mitigation measures, as needed, to address the potential for impacts related to the provision of services to the Specific Plan area.

#### *Cultural Resources*

The EIR will analyze cultural resources based on an archaeological literature review prepared by County staff. The review will summarize a records search conducted at the Northwest Information Center of the California Historical Resources Information System (NWIC) of all cultural resources within and adjacent to (100m) the project area, and all studies within the project area. This will include an archival research and review of NWIC maps and literature on file as well as those in the County's files. County staff will provide the cultural resources section to DJP&A for review and incorporation in the EIR. The EIR will identify any impacts to cultural resources and appropriate mitigation measures, as needed. The County will provide documentation of their consultation with Native Americans under the new AB 52 Tribal Cultural Resources requirements and the current SB 18 requirements.

#### *Hydrology & Water Quality*

The EIR will analyze the hydrology and water quality impacts of the Specific Plan based primarily on a floodplain policy summary and exhibits provided by the County. The project area contains FEMA mapped floodplains and floodways for Mark West Creek and Redwood Creek. The EIR will qualitatively describe potential impacts to Mark West Creek, Redwood Creek, and the surrounding properties from any planned development within existing floodplains/floodways as mapped on the currently effective (December 2, 2008) Digital Flood Insurance Rate Map (DFIRM) for Sonoma County. The EIR will identify program mitigation measures and requirements to meet FEMA and local floodplain requirements.

#### *Other Subject Areas*

The EIR will also include a discussion of the following subject areas based on publicly available data and information provided by the County and Specific Plan project team:

- Geology and Soils
- Hazards and Hazardous Materials
- Aesthetics
- Energy
- Public Services

In consultation with the County, mitigation measures for any significant impacts will be identified, and the feasibility of these mitigation measures will be analyzed.

#### *Cumulative Impacts*

The EIR will include a robust discussion of cumulative impacts from the Specific Plan based on projections [CEQA Guidelines 15130(b)] in the County's General Plan and other recent planning documents requiring consideration based upon discussions with County staff. The EIR will analyze and describe any cumulatively considerable impacts to which the project contributes or may contribute, and will identify mitigation measures.

### *Alternatives*

The EIR will evaluate up to four possible alternatives to the proposed project, based on the results of the environmental analysis. The alternatives discussion will focus on those alternatives that could feasibly accomplish most of the basic purposes of the project and could avoid or substantially lessen one or more of the significant environmental effects (CEQA Guidelines Section 15126.6). DJP&A will coordinate with County staff to identify the alternatives to be analyzed in the EIR according to the significant impacts identified in the EIR. These may include:

1. No Project Alternative;
2. Land Use/Circulation Alternative #1;
3. Land Use/Circulation Alternative #2; and
4. Reduced Development/Location Alternative.

This section will evaluate the impacts of each alternative, as required by CEQA (Guidelines Section 15126.6) and based on the "rule of reason." The section will discuss alternatives considered but not carried forward, with an explanation. Technical studies will support the alternatives analysis. The alternatives discussion will describe the environmental impacts and benefits of the alternatives, compared with the proposed Specific Plan. In accordance with CEQA, the EIR will identify an environmentally superior alternative from the alternatives described, based on the number and degree of associated environmental impacts. A matrix will be provided that compares alternatives. Alternatives will be analyzed at a level of detail that would allow approval of the alternatives unless written direction is given otherwise.

### *Other Required Sections*

The EIR will also contain other sections, including: 1) Significant Unavoidable Impacts; 2) Growth Inducing Impacts; 3) Significant Irreversible Environmental Changes; 4) EIR References and Organizations & Persons Consulted; and 5) EIR Authors.

### *Mitigation Monitoring and Reporting Program*

A Mitigation Monitoring and Reporting Program (MMRP) for the project will be prepared. Each measure will briefly discuss the monitoring required, parties responsible for implementation, and timing for implementation of the required measures. The MMRP will be submitted to the County with the Administrative Draft EIR.

### *ADEIR Submittal*

One electronic copy of the ADEIR in Word and one PDF (ADA compliant) copy with graphics and figures will be provided to the County for review. Appendices, including all technical analyses, will be submitted as PDFs unless another format is requested by County staff.

**Task 8.2 Deliverables:** Draft noticing list for all CEQA mailings, Administrative Draft Environmental Impact Report in a Word and PDF format and ten (10) hardcopies, and the Mitigation Monitoring and Reporting Program.

**TASK 9: PREPARE PUBLIC REVIEW DRAFT ENVIRONMENTAL IMPACT REPORT****TASK 9.1 – INCORPORATE REVISIONS TO ADEIR (DJP&A, M-GROUP)***Revised ADEIR Submittal*

Following receipt of the County's consolidated comments on the ADEIR, DJP&A will meet with County staff to discuss comments, as needed. A Revised ADEIR will be submitted for review by County staff. The Revised ADEIR will be provided in electronic form in Word 2003 and one PDF (ADA compliant) copy with graphics, figures, and any revised technical appendices. A revised MMRP will also be provided in electronic formats for County staff review.

*Screencheck Draft EIR Submittal*

Once the Revised ADEIR has been reviewed, all comments will be incorporated into a Screencheck Draft EIR and submitted to the County for final approval. The Screencheck Draft EIR will be submitted in electronic form in Word 2003 and one PDF (ADA compliant) copy with graphics and figures and one print copy will also be provided.

**Task 9.1 Deliverables:** *Revised ADEIR (as needed) in Word and PDF format, revised MMRP; Screencheck version of Draft Environmental Impact Report in a Word, PDF, and hardcopy format.*

**TASK 9.2 – PREPARE PUBLIC REVIEW DRAFT EIR (DJP&A, N/N M-GROUP)***Draft EIR Distribution*

Upon approval of the Screencheck copy of the Draft EIR by County staff, 30 paper copies of the Draft EIR and appendices will be printed for distribution. One unbound copy and 30 CDs in PDF format will be provided. A CD containing electronic copies of all reference documents cited in the EIR will also be provided to County staff. DJP&A will submit 15 copies of the Draft EIR and a Notice of Completion to the State Clearinghouse. This proposal assumes County staff will be responsible for preparation of all notices and distribution to Responsible and Trustee Agencies as well as interested members of the public.

**Task 9.2 Deliverables:** *Draft Environmental Impact Report, including thirty (30) paper copies each with CD including all attachments in PDF format, one (1) unbound copy suitable for photocopying, one (1) CD containing electronic copies of all reference documents cited in the EIR, and fifteen (15) copies of the Executive Summary for distribution to the State Clearinghouse.*

**TASK 10: RESPOND TO COMMENTS AND PREPARE ADMIN FINAL EIR****TASK 10.1 – REVIEW AND ORGANIZE COMMENTS (DJP&A, M-GROUP)**

At the close of the public comment period, DJP&A will prepare a summary of the relevant oral and written comments received on the Draft EIR. All written comments received by the County will be provided to DJP&A for review. Following County staff review of the comment summary, DJP&A will meet with County staff to discuss the comments and the response approach to be used in preparing the Final EIR.

**Task 10.1 Deliverables:** *Identification of written/oral comments in Word and PDF format.*

**TASK 10.2 –PREPARE ADMINISTRATIVE FINAL EIR INCLUDING RESPONSE TO COMMENTS (DJP&A, ILLINGWORTH & RODKIN)**

DJP&A will prepare responses to all written comments on the Draft EIR and all verbal comments on the Draft EIR made at public hearings. All comments received, either oral or written, will be responded to in the Final EIR. DJP&A will prepare an administrative draft of the Final EIR, which will include a summary of verbal comments received at hearings on the Draft EIR, all written comments, the written corrections to the Draft EIR, and responses to all the comments as required by the State CEQA Guidelines, and any appropriate revisions to the text of the Draft EIR. All written comments shall be numbered and all changes to the text of the Draft EIR and/or the Mitigation Monitoring and Reporting Program shall be highlighted, and responses keyed to the appropriate comment numbers. The Administrative Draft Final EIR will be submitted in electronic form as a Word 2003 document and PDF (ADA compliant) copy including all revised graphics and figures. A revised Mitigation Monitoring and Reporting Program will also be provided, as needed.

**Task 10.2 Deliverables:** *Administrative Draft FEIR in Word and PDF format plus ten (10) hardcopies.*

**TASK 10.3 – PREPARE PUBLIC FINAL EIR (DJP&A, M-GROUP)**

DJP&A will revise the Administrative Final EIR, as necessary, based on non-contradictory comments provided by the County and a Screencheck Draft Final EIR will be submitted as a Word 2003 document and PDF (ADA compliant) copy for review by County staff. Following County staff approval, up to 30 copies of the Final EIR, including all required attachments, will be printed for distribution. One unbound copy suitable for photocopying and 20 CDs in PDF (ADA compliant) format containing the Final EIR will be provided. Prior to preparing the CDs, DJP&A will coordinate with County staff to ensure that electronic information is consistent with the County's format and ADA compliance requirements. The County will distribute the copies of the Final EIR. DJP&A will provide one CD containing electronic copies of all reference documents cited in the Final EIR.

**Task 10.3 Deliverables:** *Screencheck version of Final Environmental Impact Report in a Word and PDF format, and the Public Final Environmental Impact Report inclusive of all graphics, figures, and the Mitigation Monitoring and Reporting Program in Word and PDF format plus ten (10) hardcopies.*

## **TASK 11: PRESENTATION AND ADOPTION OF SPECIFIC PLAN AND EIR CERTIFICATION**

### **TASK 11.1 –PLANNING COMMISSION MEETING(S) ON AIRPORT AREA SPECIFIC PLAN AND EIR (M-GROUP, DJP&A)**

The M-Group team will work with County staff to present the Draft Specific Plan and Draft EIR, and any related General Plan and Zoning Code amendments at up to two Planning Commission meetings for recommendation to the Board of Supervisors for approval.

DJP&A will attend two Planning Commission hearings during the Draft EIR public comment period. At the hearing DJP&A and key team members will be available to present issues discussed in the environmental analysis and respond to Commissioner questions. DJP&A will summarize relevant oral comments received at the hearing.

**Task 11.1 Deliverables:** *Presentation materials (e.g., presentation and summary memo of recommendations) for the Planning Commission meeting(s).*

#### **11.1B – (NEW) ALUC WORKSHOP #1 (M-GROUP)**

**Staff has requested that M-Group attend an ALUC meeting scheduled during Task 11 to review the draft Specific Plan with the Committee.**

### **TASK 11.2 – BOARD OF SUPERVISORS HEARING(S) ON AIRPORT AREA SPECIFIC PLAN AND EIR (M-GROUP, DJP&A)**

M-Group will work with County staff to present the Draft Specific Plan and Draft EIR and the Planning Commission’s recommendations at up to two Board of Supervisors hearings for adoption.

DJP&A will attend up to two public hearings on the Final EIR certification and project approval. Additional hearings may require a contract amendment. DJP&A will verbally respond to questions posed by the hearing bodies and written comments submitted to the Board within 24 hours of the hearing. DJP&A will also prepare written responses (in memo format) to comments submitted to the Board at least 24 hours prior to the hearing, as needed, and will assist the County with responses to other comments to the extent feasible.

**Task 11.2 Deliverables:** *Presentation materials (e.g., presentation and summary memo) for the Board of Supervisors hearing(s).*

### **TASK 11.3 - FINAL SPECIFIC PLAN, EIR AND ASSOCIATED GENERAL PLAN AND/OR ZONING AMENDMENTS (M-GROUP, DJP&A, N\N)**

M-Group will review with County staff the comments and recommendations heard at the Planning Commission and Board of Supervisors hearings. If desired, DJP&A will assist the County with preparation of Draft CEQA findings for the Specific Plan.

The team will also prepare the CEQA Findings of Fact and Statement of Overriding Considerations (if required) as provided under CEQA Guidelines Section 15091 and 15093 for EIR Certification. Following certification, M-Group will provide the County with a draft Notice of Determination for filing with the County Clerk and State Clearinghouse. M-Group will revise and prepare the Final Adopted Airport Area Specific Plan document.

**Task 11.3 Deliverable:** *Draft CEQA Findings of Fact and Statement of Overriding Considerations in Word and PDF format, Notice of Determination in PDF format, Final Environmental Impact Report as certified by the Board of Supervisors, Final Airport Area Specific Plan, and any associated General Plan and/or Zoning amendments.*

## **TASK 12: ONGOING PROJECT MANAGEMENT**

### **TASK 12.1 - PROJECT MANAGEMENT (M-GROUP)**

M-Group's Project Manager, Dave Javid, will be the point of contact for the M-Group team. Dave will be the conduit between the consultant team and the County's Project Manager Amy Lyle, to simplify communication throughout the planning process. Dave will manage the specific plan process utilizing the following tools to keep the project on-schedule and on-budget, while meeting the County's expectations:

- Conduct calls and meet with County staff and the project team at key stages of the project to review ideas, products and deliverables, project status, and overall project direction;
- Maintain the project schedule and budget;
- Be a liaison between the County and other interested parties; and
- Prepare monthly status reports regarding progress of work; the status of community and committee engagement; information/decisions required to maintain the project schedule and deliverables; and anticipated work products for the following month.

*An adjustment is needed to account for additional meetings and coordination with County staff on **COMPLETED BUT NOT BUDGETED** tasks.*

*An adjustment is needed to account for additional meetings and coordination with County staff on the **NEW** tasks outlined above.*

**Task 12.1 Deliverable:** *Monthly status updates.*

## **OPTIONAL TASKS:**

**TASK OT.1 BIOLOGICAL RESOURCE ANALYSIS – added to scope in Task 8.2b**



Exhibit B

COUNTY OF SONOMA: AIRPORT AREA SPECIFIC PLAN AND PROGRAM EIR

September 12, 2017

BUDGET ADJUSTMENT		M-GROUP							Nelson/ Nygaard	LEG	D. Powers	B&F	I&R	Subtotal	
Task Number / Description	Hourly Billing Rate	Heather Hines, Principal in Charge	Tom Ford Design Director	Milan Nevajda Project Manager	Olivia Ervin, Environ. Planner	Assistant Planner	Assistant Urban Designer + Outreach Specialist	M-Group hours	M-Group Subtotal	Circulation + Transportation Analysis	Economic Analysis	Environmental Analysis (EIR)	Infrastructure Analysis	Noise, Air Quality + Greenhouse Gas Analysis	Subtotal
		\$175	\$145	\$100	\$125	\$85	\$85								
<b>TASK 1: PROJECT INITIATION, DATA AND DOCUMENT COLLECTION AND REVIEW (EIA PROFILE)</b>															
1.1 Project Kick-Off Meeting		2	4		2	4		12	\$1,520	\$1,240	\$1,280	\$1,140	\$1,500		\$6,680
1.2 Collect and Review Background Data		2	8			12		34	\$3,550	\$2,280	\$2,500		\$4,000		\$12,330
1.3 Prepare Base Maps			6			4		50	\$4,610				\$6,500		\$11,110
1.4 Prepare Employment Investment Area (EIA) Profile		6	20		4	32	18	80	\$8,700	\$10,320	\$10,300				\$29,320
<b>Task 1 Subtotal:</b>		<b>10</b>	<b>38</b>	<b>0</b>	<b>6</b>	<b>52</b>	<b>70</b>	<b>176</b>	<b>\$18,380</b>	<b>\$13,840</b>	<b>\$14,080</b>	<b>\$1,140</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$59,440</b>
<b>TASK 2: COMMUNITY ENGAGEMENT STRATEGY</b>															
2.1 Develop a Community Engagement Strategy		2	12			12	24	50	\$5,150						\$5,150
2.2 TAC/CAC Meeting #1 - Assets and Opportunities		4	12			8	16	40	\$4,480	\$830	\$1,600				\$6,910
2.3 Pop-Up Workshops (Budgeted 2 Pop-Up Workshops, second to be completed in Task 7)		3	6			6	10	25	\$2,755						\$2,755
<b>Task 2 Subtotal:</b>		<b>9</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>50</b>	<b>115</b>	<b>\$12,385</b>	<b>\$830</b>	<b>\$1,600</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,815</b>
<b>TASK 3: MARKET DEMAND ANALYSIS</b>															
3.1 Conduct a Market Demand and Feasibility Analysis		2	4			4		10	\$1,270		\$15,000				\$16,270
<b>Task 3 Subtotal:</b>		<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>10</b>	<b>\$1,270</b>	<b>\$0</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,270</b>
<b>TASK 4: LAND USE AND CIRCULATION ALTERNATIVES</b>															
4.1 Develop Land Use and Circulation Alternatives		12	8	40		24	66	150	\$14,910	\$14,500	\$2,657				\$32,067
4.2 Community Workshop #1 - Alternatives Review and Preliminary Design Standards		4	2	7		10	8	31	\$3,220	\$800	\$1,600				\$5,620
4.2b COMPLETED-NOT BUDGETED: Advisory Team Meeting #2		5	6	16		12	8	47	\$5,045	\$1,000					\$6,045
4.2c COMPLETED-NOT BUDGETED: Stakeholder Meetings - Alternatives		3		15				18	\$2,025						\$2,025
4.2d COMPLETED-NOT BUDGETED: Property Owner Workshop #1		5	6	16		8		35	\$4,025						\$4,025
4.2e NEW: Develop Draft Preferred Alternative with Qualitative Economic Analysis		2	8	16		4		30	\$3,450	\$1,450	\$1,250				\$6,150
4.2f NEW: Property Owner Workshop #2: Review Preferred		5	6	16		8		35	\$4,025		\$1,250				\$5,275
4.3 TAC/CAC Meeting #2 - Alternatives Review and Preliminary Design Standards		4	1	16		8	16	45	\$4,485	\$800					\$5,285
4.4 Select Preferred Alternative		4	2	13		8	19	46	\$4,585	\$3,000	\$1,200				\$8,785
<b>Task 4 Subtotal:</b>		<b>44</b>	<b>39</b>	<b>155</b>	<b>0</b>	<b>82</b>	<b>117</b>	<b>437</b>	<b>\$45,770</b>	<b>\$21,550</b>	<b>\$7,957</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$75,277</b>
<b>TASK 5: DESIGN STANDARDS</b>															
5.1 Develop Urban Design Standards/Guidelines		6	4	19		10	48	87	\$8,460	\$7,710					\$16,170
<b>Task 5 Subtotal:</b>		<b>6</b>	<b>4</b>	<b>19</b>	<b>0</b>	<b>10</b>	<b>48</b>	<b>87</b>	<b>\$8,460</b>	<b>\$7,710</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,170</b>
<b>TASK 6: PREPARATION OF INFRASTRUCTURE &amp; IMPLEMENTATION PLAN</b>															
6.1 Assess Infrastructure and Budget Needs		2		5		1		8	\$935		\$9,100		\$27,500		\$37,535
6.2 Develop Implementation Plan and Financing Strategy		2		10		2		14	\$1,520		\$5,120				\$6,640
6.3 Prepare Water Assessment					64			64	\$8,000						\$8,000
6.3 COMPLETED - NOT BUDGETED: Prepare Water Assessment				1	15			16	\$1,975						\$1,975
6.3b COMPLETED - NOT BUDGETED: Windsor Water Meeting				2	2			4	\$450						\$450
6.3c NEW: Meeting to review Water Allocation				2	4			6	\$700						\$700
<b>Task 6 Subtotal:</b>		<b>4</b>	<b>0</b>	<b>20</b>	<b>85</b>	<b>3</b>	<b>0</b>	<b>112</b>	<b>\$13,580</b>	<b>\$0</b>	<b>\$14,220</b>	<b>\$0</b>	<b>\$27,500</b>	<b>\$0</b>	<b>\$55,300</b>
<b>TASK 7: SPECIFIC PLAN DOCUMENT</b>															
7.1 Prepare Administrative Draft Specific Plan		22	18	61		66	78	245	\$24,800	\$14,500	\$1,750				\$41,050
7.2 Prepare Public Review Draft Specific Plan		6	4	20		15	30	75	\$7,455	\$2,210	\$750				\$10,415
7.2b NEW: Property Owner Workshop #3: Plan Review		5	6	16		8		35	\$4,025		\$1,250				\$5,275
7.3 TAC/CAC #3 Joint Meeting - Plan Review		4	1	11		13	12	41	\$4,070	\$800					\$4,870
7.3b NEW: Stakeholder Meetings		4		6				10	\$1,300						\$1,300
7.3c NEW: Prepare Public Review Draft Specific Plan		4	8	16		8	20	56	\$5,840	\$2,900					\$8,740
7.3d NEW: Assist with Presentation to the Board of Supervisors				1				1	\$100						\$100
7.3 CARRY OVER from Task 2.3: Pop-Up Workshop #2 - Draft Plan Review (not additional budget)		3	1	8		5	10	27	\$2,745						\$2,745
7.4 Community Workshop #2 - Plan Review		4	5	10		10	14	43	\$4,465						\$4,465
<b>Task 7 Subtotal:</b>		<b>52</b>	<b>43</b>	<b>149</b>	<b>0</b>	<b>125</b>	<b>164</b>	<b>533</b>	<b>\$54,800</b>	<b>\$20,410</b>	<b>\$3,750</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$78,960</b>
<b>TASK 8: PREPARATION OF A PROGRAM-LEVEL ENVIRONMENTAL IMPACT REPORT</b>															
8.1 Scoping Meeting and Notice of Preparation								0	\$0			\$2,055			\$2,055
8.2 Prepare Administrative Draft EIR (ADEIR)					16			16	\$2,000	\$15,510		\$34,015	\$1,200	\$17,290	\$70,015
8.2b NEW: Biological Resource Analysis					4			4	\$500			\$17,500			\$18,000
<b>Task 8 Subtotal:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$2,500</b>	<b>\$15,510</b>	<b>\$0</b>	<b>\$53,570</b>	<b>\$1,200</b>	<b>\$17,290</b>	<b>\$90,070</b>
<b>TASK 9: PREPARE DRAFT EIR</b>															
9.1 Incorporate Comments to Administrative Draft EIR					8			8	\$1,000			\$7,690			\$8,690
9.2 Prepare Public Review Draft EIR					12			12	\$1,500	\$2,500		\$1,765			\$5,765
<b>Task 9 Subtotal:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$0</b>	<b>\$9,455</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,455</b>
<b>TASK 10: RESPOND TO COMMENTS AND PREPARE ADMIN FINAL EIR</b>															
10.1 Review and Organize Comments								0	\$0			\$4,225			\$4,225
10.2 Prepare Administrative Final EIR including Response to Comments								0	\$0			\$3,290		\$1,480	\$4,770
10.3 Prepare Public Final EIR					8			8	\$1,000			\$4,350			\$5,350
<b>Task 10 Subtotal:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,865</b>	<b>\$0</b>	<b>\$1,480</b>	<b>\$14,345</b>
<b>TASK 11: PRESENTATION AND ADOPTION OF SPECIFIC PLAN AND EIR CERTIFICATION</b>															
11.1 Planning Commission Meeting(s) on Specific Plan and EIR		6		15			3	24	\$2,805			\$2,730			\$5,535
11.1b NEW: ALUC Workshop #1: Review Specific Plan		3		8				11	\$1,325						\$1,325
11.2 Board of Supervisors Hearing(s) on Specific Plan and EIR		6	1	12			5	24	\$2,820			\$2,730			\$5,550
11.3 Final Specific Plan, EIR and Associated General Plan and/or Zoning Amendments		4	1	11		8	15	39	\$3,900	\$1,050		\$535			\$5,485
<b>Task 11 Subtotal:</b>		<b>19</b>	<b>2</b>	<b>46</b>	<b>0</b>	<b>8</b>	<b>23</b>	<b>98</b>	<b>\$10,850</b>	<b>\$1,050</b>	<b>\$0</b>	<b>\$5,995</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,895</b>
<b>TASK 12: ON-GOING PROJECT MANAGEMENT</b>															
12.1 Project Management		22		81	10			113	\$13,200						\$13,200
12.1 COMPLETED - NOT BUDGETED: Project Management for Tasks		16		26	2			44	\$5,650						\$5,650
12.1 NEW: Project Management		10		34	6			50	\$5,900						\$5,900
<b>Task 12 Subtotal:</b>		<b>48</b>	<b>0</b>	<b>141</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>207</b>	<b>\$24,750</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,750</b>
<b>Project Subtotal (hours + budget)</b>		<b>194</b>	<b>160</b>	<b>530</b>	<b>157</b>	<b>310</b>	<b>472</b>	<b>1,823</b>	<b>196,245</b>	<b>83,400</b>	<b>56,607</b>	<b>82,025</b>	<b>40,700</b>	<b>18,770</b>	<b>\$477,747</b>
<b>Direct Costs</b>									<b>\$7,500</b>	<b>\$550</b>	<b>\$800</b>	<b>\$3,778</b>	<b>\$500</b>		<b>\$13,128</b>
<b>Contingency Budget (5% of \$420,000 - originally approved contract amount)</b>															<b>\$23,050</b>
<b>Total Budget</b>									<b>\$203,745</b>	<b>\$83,950</b>	<b>\$57,407</b>	<b>\$85,803</b>	<b>\$41,200</b>	<b>\$18,770</b>	<b>\$513,925</b>



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 15**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Probation Department

**Staff Name and Phone Number:**

Chief David M. Koch, 565-2731  
Robert Halverson, 565-3919

**Supervisorial District(s):**

Countywide

**Title:** Program Planning & Evaluation Analyst

### **Recommended Actions:**

Adopt a Personnel Resolution amending the Position Allocation list effective January 9, 2018, deleting one Administrative Aide and adding one Program Planning and Evaluation Analyst, at an additional cost in the amount of \$26,708 annually, to continue to support the data and analysis needs of the Pretrial Services Program, and provide additional program planning, implementation and evaluation capacity needed to support Probation and its system partners.

### **Executive Summary:**

Probation requests the deletion of a vacant Administrative Aide position and the addition of a Program Planning & Evaluation Analyst (PPEA). The current is funded through Public Safety Realignment to support the Pretrial Services Program, and became vacant on July 1, 2017 when the incumbent left employment with the County. Careful analysis of programmatic needs led the Probation Department to conclude that a PPEA dedicated to performing higher level data analysis would more effectively support the Pretrial Services Program as well as serve the planning, implementation and evaluation efforts of the Probation Department at large. The change better positions Probation and the Justice System for continuous improvement and demonstrates responsiveness to a Civil Grand Jury recommendation to improve data analysis and reporting capacity. Salary savings from a vacant administrative position (Account Clerk II) will cover the additional position cost of the PPEA position in the amount of \$20,031 in the current year, and \$26,708 annually.

### **Discussion:**

In 2016 the Community Corrections Partnership approved the addition of an Administrative Aide to support the data needs of the Pretrial Services Program. The Pretrial program reduces incarceration expenses while protecting the public and allowing defendants to continue productive, law-abiding

activities while awaiting adjudication. Upon release, based on individualized risk assessments defendants receive the proper level of supervision, ranging from simple court reminders for the lowest-risk individuals to more intensive supervision and electronic monitoring for higher-risk individuals.

The Pretrial position has recently become vacant, which provided an opportunity for the Department to review the needs of the program and the larger justice system. For nearly a year the incumbent worked with the program, the program manager and a business systems analyst to create weekly, monthly and annual reports for the Pretrial Services Program. During that year Probation learned that the complexity of the Pretrial data placed the design of these reports well beyond the skills commensurate with the administrative aide job class. The complex analysis and decision making required to connect assessment data to court decisions requires advanced data analysis and programmatic understanding. As such Probation's Research and Program Development Manager had to do the advanced analysis to set up a Pretrial reporting system. While the system can now be used to more easily report on Pretrial processes and outcomes, programmatic changes and new program performance questions will continue to emerge, and answering these is well beyond what can be expected from existing staff capacity. Timely Pretrial Services Program reporting will continue to be a problem without additional advanced data analysis capacity. Improving this capacity benefits the Probation and Sheriff's Departments, which operate the Pretrial Services Program in partnership.

There are unmet analysis needs in other areas under Probation's responsibility as well. Probation's recently formed Planning Implementation & Evaluation team guides the selection and design of programs and practices, assures these are delivered according to design, and evaluates their effectiveness. An additional member of this team would bring an advanced skillset, with considerable knowledge of the principles and practices of data collection, data management, and advanced data analysis, program planning, program evaluation, needs assessment, and research methodology; project and program management; techniques, principles and work of the Probation Department and Adult and Juvenile Justice Systems; social and economic problems that call for the use of public and private county services; legislation and laws that regulate the operations of assigned program areas.

Additional analytical capacity positions Probation to more rapidly and effectively respond to data needs related to key County initiatives to secure the safety net via the ACCESS (Accessing Coordinated Care and Empowering Self-Sufficiency) Sonoma project and to better coordinate public safety, health services, and social services across the county. Adding this capacity also responds to a finding and recommendation in the Civil Grand Jury 2016-2017 Report on Sonoma County Detention Facilities:

Finding: The Probation Department is struggling to conduct internal analysis and generate reports on data collected by service providers on an on-going basis because of the lack of a dedicated data analyst.

Recommendation: The Sonoma County Board of Supervisors continue to provide adequate funding in support of the Probation Department's goals, and should fund a Data Analyst position if requested by the Probation Department.

The increased capacity created by the requested action will reduce the backlog of analysis work that currently is delaying numerous important implementation and evaluation projects for Probation and the Justice System.

In order to manage the cost of this position change within existing funding sources, the department will leverage existing AB109 Public Safety Realignment funding for the Pretrial Administrative Aide along with General Fund salary savings from deleting a vacant Account Clerk II in the administration division. Abolishing Juvenile Supervision fees and Cost of Care fees in our Juvenile Hall as directed by the Board, and increased efficiency in the Accounting Unit indicate that the clerk position is no longer vital to operations, and the appropriations are better directed toward the Program Planning and Evaluation Analyst position being requested today. Sonoma County Human Resources has reviewed the recommendation and concurs with the requested job classification.

**Prior Board Actions:**

N/A

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

The requested action increases Probation’s capacity to support the Pretrial Services Program as well as carry out the planning, implementation and evaluation efforts for the Probation Department and justice system partners. This improved capacity enables Probation to carry the County’s safe, healthy and caring community goal by supporting and improving programs designed to safely manage probationers and assist them in gaining the skills and connections needed for crime-free, self-sufficient lives as contributing members of our community.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$20,031	\$26,708	\$26,708
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$20,031</b>	<b>\$26,708</b>	<b>\$26,708</b>
General Fund/WA GF	\$20,031	\$26,708	\$26,708
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$20,031</b>	<b>\$26,708</b>	<b>\$26,708</b>

**Narrative Explanation of Fiscal Impacts:**

The additional cost associated with a full-time Program Planning and Evaluation Analyst is \$20,031 in FY 17-18 and for FY 18-19 is \$26,708. The Department does not anticipate requiring any additional appropriations to cover the increase cost for FY 17-18, as the existing position has been vacant since July

1, 2017. The additional costs of the position will be funded by salary savings associated with a vacant Account Clerk II position which is intended to be deleted in the FY 18-19 Recommended Budget.

**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
Administrative Aide	\$4,433.39 to \$5,389.99		1.0
Program Planning and Evaluation Analyst	\$5,814.37 to \$7,068.38	1.0	

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

The addition of a Program Planning and Evaluation Analyst (PPEA) position will increase efficiency in meeting the analysis and reporting needs of the Pretrial Services Program, and create additional needed capacity on the Planning, Implementation and Evaluation team for:

- Rigorous program selection processes;
- Designing, monitoring and carrying out quality assurance processes to assure fidelity to evidence based program models;
- Managing program development, implementation and evaluation projects;
- Collecting and analyzing various types of data to evaluate program fidelity and effectiveness.

This will free up time for the other two PPEAs and the Program Development Manger on the PIE Team, positioning the team to more rapidly complete planning, implementation and evaluation projects targeted on improving programming to achieve better public safety outcomes.

**Attachments:**

Attachment A: Position Allocation Resolution

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

None



# County of Sonoma

## State of California

Date: January 9, 2018

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 List For Probation To Reflect The Deletion Of a 1.0 Full-Time Equivalent Administrative Aide and the Addition Of a 1.0 Full-Time Equivalent Program Planning and Evaluation Analyst Effective January 9, 2018.**

**Whereas,** The Pretrial Services Program operated through a partnership between the Probation and Sheriff's Department requires data analysis and reporting efforts to monitor program performance and public safety outcomes.

**Whereas,** The Probation Department has additional unmet program planning, implementation and evaluation needs.

**Whereas,** Whereas the Sonoma County Civil Grand Jury, in its 2016-2017 Report on Sonoma County Detention Facilities, found that there are unmet data analysis and reporting needs and recommended adding more capacity to accomplish these activities.

**Whereas,** The unmet analytical needs are well beyond the qualifications of the Administrative Aide classification, but align well with the Program Planning and Evaluation Analyst classification.

**Whereas,** Probation is requesting the deletion of 1.0 FTE Administrative Aide and the addition of 1.0 FTE Program Planning and Evaluation Analyst.

**Now, Therefore, Be It Resolved** that the Probation Department Allocation List is hereby revised as follows:

Section/ Subsection ID	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
27011211	0810	ADMINISTRATIVE AIDE	1.0	-1.0	0.0	Ongoing	2549
27011106	0880	PROGRAM PLANNING AND EVALAUTION ANALYST	2.0	1.0	3.0	Ongoing	3343

Resolution #  
Date: January 9, 2018  
Page 2

**Supervisors:**

Gorin:            Rabbit:            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: 16**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Regional Parks

**Staff Name and Phone Number:**

Scott Wilkinson, (707) 565-2734

**Supervisorial District(s):**

First

**Title:** Hudeman Slough Boat Launch Improvement Project and Mitigated Negative Declaration and Boating and Waterways grant application

### **Recommended Actions:**

Adopt a Resolution of the Board of Supervisors of the County of Sonoma approving the Hudeman Slough Boat Launch Improvement Project and adopting the Mitigated Negative Declaration for the project.

Adopt a resolution authorizing the Director of Regional Parks to apply for the Division of Boating and Waterways' Boat Launching Facilities program in the amount of \$1,431,000 for construction of improvements at Hudeman Slough Fishing Access and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer the grant.

### **Executive Summary:**

Hudeman Slough dock and boat launch ramp has been closed since July 2017 for safety reasons. Natural tidal silt build up has twisted the dock beyond repair and replacement is needed. Regional Parks has developed plans to upgrade the existing Hudeman Slough boat launch facility to meet current safety, environmental and accessibility standards and address maintenance issues. The project includes: a reconstructed boat launch ramp and boarding dock; a new low freeboard dock for launching kayaks and other small craft; a repaved and expanded parking lot; a permanent restroom; a camping area with a park host site, and six (6) primitive campsites; and an Americans with Disabilities Act (ADA) accessible path between the campsite, parking lot, permanent restroom facility, and the boarding dock.

Regional Parks is requesting authorization to apply for a \$1,431,000 grant from the Division of Boating and Waterways to replace the deteriorating boat launch dock and ramp, rehabilitate the parking areas, and install a new concrete masonry restroom and accessible paths of travel.

### **Discussion:**

At under 5 acres, the small but critical Hudeman Slough Public Fishing Access sits at the crossroads of major regional initiatives including the San Francisco Bay Trail, the San Francisco Bay Water Trail, and



lies at the doorstep of US Fish and Wildlife Service San Pablo Bay National Wildlife Refuge. This remote yet popular launch for fishing birding, hunting, and paddling.

The boat launch facility is located on Hudeman Slough, a tidal tributary of Sonoma Creek that provides access for recreational boating to the San Pablo Bay. By land, the site is accessed from Highway 12 at Ramal Road, continuing 3.7 miles south and east to Skaggs Island Road, and then 1.4 miles south to the site.

The Wildlife Conservation Board funded acquisition of the property in 1961 and construction in 1962 with the County agreeing to manage and operate the facility for the Department of Fish and Wildlife since that time. The agreement specifies that the site be used for sport fishing, wildlife oriented education, and compatible recreational activities.

In 2012, the existing facilities were damaged and deemed unusable as a result of vandalism, tidal forces, and years of general use. The facilities were repaired for safe use, but it was recognized there was a fundamental problem with silt deposition at the site, rendering the boat ramp difficult to use due to mud accumulation. In addition, the facility is no longer compliant with ADA due to the theft of structural components. In November, 2012 the Wildlife Conservation Board approved \$50,000 from the Wildlife Restoration Fund for design plans and California Environmental Quality Act (CEQA) documentation for the currently planned, significant renovation project at the Hudeman Slough boat launch facility. This renovation and improvement project will enhance the functionality of the launch facility, minimize siltation of the ramp to reduce maintenance costs, provide required accessibility improvements, and generally elevate the user experience of the facility while discouraging future vandalism.

Hudeman Slough provides the only public boat launch access to San Pablo Bay in the unincorporated area of Sonoma County, and current use supports 10,000 visits annually. In addition, Hudeman Slough boat launch is identified as the only potential public site in unincorporated Sonoma County to be featured on the San Francisco Bay Area Water Trail (Water Trail) currently planned by the California Coastal Conservancy working with local agencies. The Water Trail is a growing network of recommended water access points for people to plan daily or multi-day boating adventures on the San Francisco Bay and its nearby tributary waters. The Water Trail promotes safe and responsible use of the Bay while protecting and increasing appreciation of its environmental resources.

The improvement project will not only benefit those that fish, hunt, and bird watch, historically the main users of the site, but create an attractive and safe access point for a broader range of users including kayakers, canoers, other non-motorized small boat users seeking opportunities to explore the scenic, cultural, and environmental richness of San Pablo Bay and its tributary waters. The upgrades to meet current safety, environmental and accessibility standards, and address maintenance issues will transform the facility, expand the recreational value, and allow it to be featured prominently on the water trail along with the two other Petaluma public access sites on the Petaluma River at the Marina and the Turning Basin.

Regional Parks has determined, based on the information contained in the attached Initial Study, that the project would not have a significant adverse effect on the environment. Mitigation measures necessary to avoid the potentially significant effects on the environment are included in the Mitigated

Negative Declaration and will be adopted as part of the Mitigation Monitoring and Reporting Program (MMRP).

The most significant mitigation measures outlined in the MMRP focus on protecting the biological resources, and water quality through a variety of mitigation measures including but not limited to:

- Timing of demolition and construction activities to avoid the nesting period of the California clapper rail that extends from February 1 through the end of August. Construction between September 1 and January 31 would prevent disruption of the breeding of California clapper rails and California black rails.
- Construction within the slough shall not be conducted between December 1 and May 31 to avoid impacts to juvenile salmon and steelhead. Avoiding work during these times would largely protect Delta smelt, longfin smelt, and Sacramento splittail. Vegetation clearing and installation of the piles and dewatering for boat ramp construction shall only occur between September 1 and November 30 to avoid impacts to special-status fish (impacts could occur for construction beginning December 1). Once the construction area for the boat ramp has been dewatered, construction can continue on the boat ramp because effects to special-status fish would not occur. Construction would cease on January 31 for the nesting of California clapper rails.
- A biologist familiar with the natural history and identification of salt marsh harvest mice, Suisun shrews, California clapper rails, and California black rails shall conduct a preconstruction survey immediately prior to the clearing of vegetation beside the boat ramp. The biologist shall also monitor vegetation removal activities
- A construction fence shall be installed to prevent any salt marsh harvest mice and Suisun shrews from entering the work area. The bottom of the fence shall be buried to prevent passage beneath the fence.
- Dredging and demolition of the boat ramp and associated dock shall be conducted at low tide to minimize project-related increases in turbidity.
- Regional Parks shall remove non-native invasive species from areas disturbed by construction for 5 years. Invasive weed removal shall be conducted prior to seed set to minimize the spread of invasive weed seeds throughout the project site. Removal shall be by hand, herbicide or mechanical treatments.

Consult the attached CEQA Initial Study/Mitigated Negative Declaration for the complete documentation of findings, mitigation and permit requirements for the project. In addition to the Board of Supervisors of the County of Sonoma adopting the IS/MND, other agencies with approval authority include:

- U.S. Army Corps of Engineers (Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act [application for both would be simultaneous with the Joint Aquatic Resources Permit Application (JARPA)])
- California Department of Fish and Wildlife (Streambed Alteration Agreement [part of JARPA])
- Regional Water Quality Control Board (Water Quality Certification or Waste Discharge Requirements [part of JARPA])

- State Water Resources Control Board (National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity)
- Sonoma County Permit and Resource Management Department (Building Permit)
- Wildlife Conservation Board (funding authority)
- California State Lands Commission (State Lands Commission permit)
- San Francisco Bay Conservation and Development Commission (Bay Conservation and Development Commission Permit [part of JARPA])
- United States Fish and Wildlife Service (as part of the Corps permit, they will issue an incidental take permit for the listed terrestrial species that occur by the project under Section 7 of the Federal Endangered Species Act)
- National Marine Fisheries Service (as part of the Corps permit, they will issue an incidental take permit for the Salmonids and other listed aquatic species that occur by the project under Section 7 of the Federal Endangered Species Act)

Funding is now needed to construct improvements identified in the environmental document. The estimated project cost to replace the deteriorating boat launch dock and ramp, rehabilitate the parking areas, and install a new concrete masonry restroom and accessible paths of travel is \$1,438,000. This includes the cost for permits, final design, and project bidding. Regional Parks will work with volunteers for habitat restoration and enhancement. These in-kind services have a \$7,000 value and would be the local match for this grant.

The California State Parks, Division of Boating and Waterways awards Boat Launching Facilities grants to public agencies on a competitive basis. The current funding cycle requires applications by February 1, 2018. Regional Parks recommends requesting \$1,431,000 to fund the new restroom as well as infrastructure replacement and refurbishment. A resolution to apply for the funding and designating the Director of Regional Parks to execute all documents which may be necessary to carry out and administer the grant is now needed.

Boating and Waterways grant funding requires a long lead time. This competitive grant could be awarded by June 2019. Regional Parks is pursuing other funding opportunities to complete the engineering and permitting during the State review process. If successful, this will fund the invasive plant removal, replanting, and monitoring and also reduce the total funding needed from Boating and Waterways by approximately \$88,000. With this Boating and Waterways grant funding, Hudeman Slough boat launch facility could be reopened by early 2020.

Hudeman Slough Boat Launch facility is operated as a Regional Park, and the County is responsible for maintenance and operation and reasonable and necessary repairs. The proposed improvements would offset the regular and costly repairs to the dock and ramp, and ongoing operations and maintenance costs are expected to remain the same. This project is identified in the Five-Year Capital Project Plan. Regional Parks will continue to pursue external funding opportunities for the project and will return with grant awards when successful.

**Prior Board Actions:**

June 6, 2017 received the County of Sonoma Capital Project Plan 2017-2022, including subject Hudeman Slough project.

February 26, 2013 Authorized the chair to execute the contract for preliminary engineering and design services for the Hudeman Slough Boat Launch Facility to Noble Consultants, Inc. in the amount of \$47,286.

August 21, 2012 Reso. No. 12-0412, authorizing the Director of Regional Parks to apply for \$200,000 in Wildlife Conservation Board Grant Funds for rehabilitation of the Hudeman Slough Boat Launch Facility.

May 15, 2001 Reso No. 01-0577 approving Amendment No. 1 to operating agreement for Hudeman Slough Public Fishing Access between the County and the State.

April 24, 2001 Reso. No. 01-0460, authorizing the Director of Regional Parks to execute funding agreements with the State Wildlife Conservation Board to improve public access at Hudeman Slough.

April 14, 1987 Reso. No. 87-0647 authorizing an operating agreement for Hudeman Slough Boating Access Facility.

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

The adoption of the Mitigated Negative Declaration and approval of the preliminary project plans, and authorization to apply for grant funding will allow Regional Parks to complete the design and engineering, acquire the regulatory permits, and bid and construct the improvements to the boat launching facilities at Hudeman Slough.

**Fiscal Summary**

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

**Funding Sources**

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	0	0	0

**Narrative Explanation of Fiscal Impacts:**

There is no fiscal impact as a direct result of today’s item adopting the Mitigated Negative Declaration and authorizing grant application. If the Division of Boating and Waterways application is approved the grant award and related expenditures will be included in the FY 2019-2020 budget. The estimated cost

of the project is \$1,438,000, of which \$1,431,000 is being sought through this grant and \$7,000 would be supplied through volunteer in-kind work.

**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. Resolution approving plans and adopting the Mitigated Negative Declaration
2. Notice of Determination
3. Location Map
4. Grant Resolution

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

1. HUDEMAN SLOUGH\_FINAL DRAFT IS\_MND.pdf



# County of Sonoma

## State of California

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Date: January 9, 2018

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

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4/5 Vote Required

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**Resolution of the Board of Supervisors of the County Of Sonoma, State Of California,  
Approving the Preliminary Plans for the Hudeman Slough Boat Launch Facility Renovation  
Project and adopting the Mitigated Negative Declaration for the project.**

**Whereas**, the Sonoma County Regional Parks Department (“Regional Parks”) have worked with the consulting engineers Noble, Inc to develop the preliminary facility renovation plans.

**Whereas**, the preliminary engineering plans satisfies the goal of improving and updating the facility to provide safe and sustainable public use ... while balancing ADA and natural resources of the site...

**Whereas**, the Sonoma County Regional Parks Department has had an Initial Study prepared by LSA, Inc. for the proposed renovation project at the Hudeman Slough Boat Launch Facility; and

**Whereas**, on January 6, 2015 the Initial Study and Mitigated Negative Declaration were presented to the Sonoma County Environmental Review Committee (ERC) who made the determination that a Mitigated Negative Declaration was the appropriate document for the project to be prepared pursuant to the California Environmental Quality Act (CEQA); and

**Whereas**, the Sonoma County Regional Parks Department submitted the Mitigated Negative Declaration to the State Clearinghouse; and conducted the required 30-day public review period pursuant to CEQA. The review period closed March 18, 2015 and Regional Parks received a letter from the State Clearinghouse stating that the requirements for the draft environmental document had been met, pursuant to the California Environmental Quality Act ; and

**Whereas**, public comments were received during the CEQA public review, and in considering the comments, minor modifications were made to the document, however, the modifications do not change the overall conclusions of the impact analysis or the Mitigated Negative Declaration, and the proposed project will not result in any

Resolution #

Date:

Page 2

significant unavoidable impacts.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of Sonoma County hereby find, determine, declare, and order as follows:

1. That Regional Parks shall move forward with completion of the engineering plans and development of the renovation project.
2. The Director of Regional Parks shall have the authority to make minor changes to the project during the final engineering and project development phases.
3. The Mitigated Negative Declaration and Mitigation Monitoring Program for the project are adopted. The Board certifies that the Mitigated Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and local guidelines.
4. Regional Parks is directed to post a Notice of Determination for the project in accordance with CEQA and State and local guidelines.
5. The Clerk of the Board of Supervisors is designated as the custodian of the record of the proceedings upon which the Board's decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administrative Drive, Room 100, Santa Rosa, CA 95403.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# NOTICE OF DETERMINATION

**To:** County Clerk, Sonoma County  
2300 County Center Drive, B177  
Santa Rosa, California 95403

**From:** Sonoma County Regional Parks  
2300 County Center Drive, Suite 120A  
Santa Rosa, California 95403

State of California Office of Planning and Research  
PO Box 3044  
Sacramento, California 95812-3044

The Sonoma County Regional Parks Department, is filing this Notice of Determination in compliance with §21152 of the Public Resources Code.

## HUDEMAN SLOUGH BOAT LAUNCH IMPROVEMENT PROJECT

### Project Title

2015022061	Scott Wilkinson	707/565-2734
<b>State Clearinghouse Number</b>	<b>Contact Person</b>	<b>Area Code / Telephone Number</b>

The facility is located on Hudeman Slough, a tributary of Sonoma Creek in Sonoma County, California. By land, the site is accessed from Highway 12 at Ramal Road, continuing 3.7 miles south and east to Skaggs Island Road, and then 1.4 miles south to the site. The facility is located on property owned by the California Department of Fish and Wildlife and the California Wildlife Conservation Board, and maintained under agreement by Sonoma County Regional Parks. (parcel No. 128-491-9 unincorporated Sonoma County, CA, USA)

### Project Location – include country

Sonoma (unincorporated)	Sonoma
<b>Project Location – City</b>	<b>Project Location - County</b>

**Project Description:** Sonoma County Regional Parks proposes to upgrade the existing boat launch facility on Hudeman Slough. The project would involve demolition and reconstruction of the existing facility, and other improvements, including: a reconstructed boat launching ramp; a reconstructed boarding dock; a new low freeboard dock for launching kayaks and other small craft; a repaved and expanded parking lot; a restroom facility; a camping area with park host site; and an Americans with Disabilities Act (ADA) accessible path between the campsite, parking lot, restroom facility, and the launching ramp.

This is to advise that the County of Sonoma has approved the above described project on November, 2017 and has made the following determinations regarding the above described project.

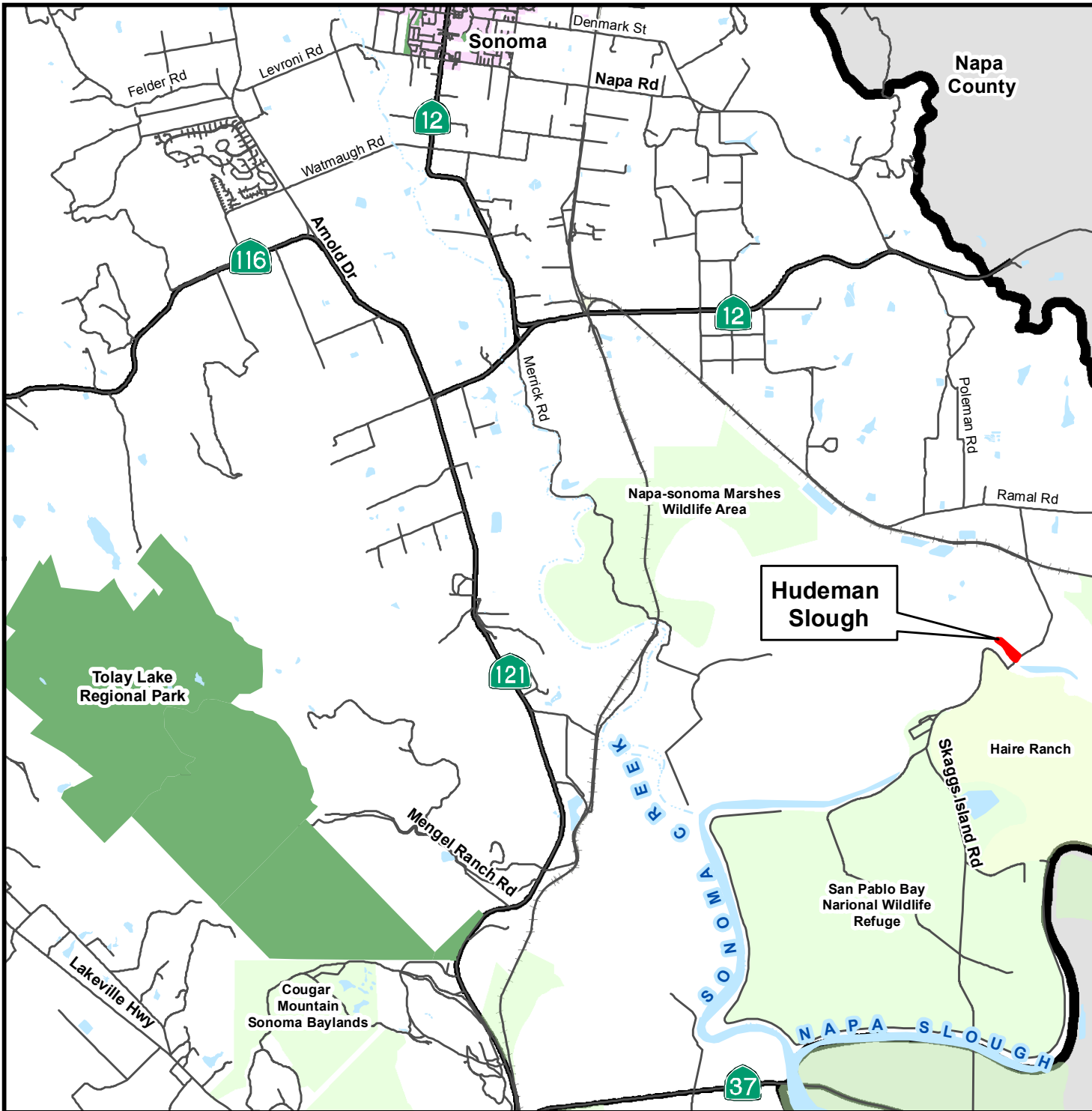
1. The project [ will  will not] have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [ were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

This is to certify that the Mitigated Negative Declaration prepared for the Hudeman Slough Boat Launch Improvement Project, with comments and responses, and record of project approval is available to the general public at the Sonoma County Regional Parks Department main office, 2300 County Center Drive, Suite 120A, Santa Rosa, CA 95401.

**Title:** Steve Ehret, Planning Manager  
Sonoma County Regional Parks

**Date:** January 9, 2018



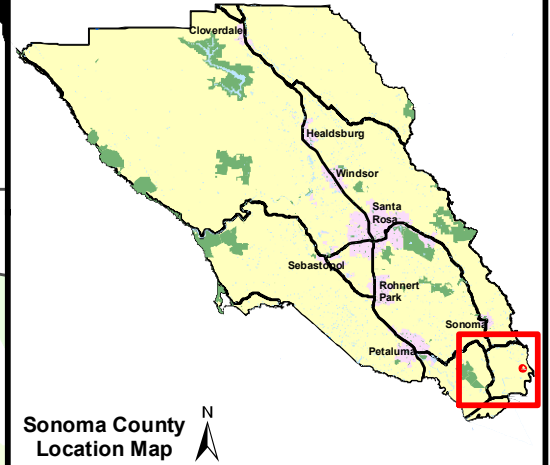


# HUDEMAN SLOUGH PUBLIC FISHING ACCESS

Site Location Map  
Sonoma County  
Regional Parks

November 2017

Enlarged View to Left





County of Sonoma  
State of California

Date: January 9, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Requesting A Grant From The State Parks Division Of Boating And Waterways For  
Construction Of Hudeman Slough Boat Launching Facilities**

**Whereas**, the County of Sonoma has the authority to construct, operate, and maintain the Boat Launch at Hudeman Slough Fishing Access; and

**Whereas**, the County of Sonoma is requesting a \$1,431,000 grant from the Department of Boating and Waterways; and

**Whereas**, the County of Sonoma desires to enhance, repair, or rebuild and protect the Hudeman Slough Boat Launch to meet the needs of watercraft users and provide other public amenities to those utilizing the facility.

**Now, Therefore, Be It Resolved** by the Board of Supervisors of the County of Sonoma that, pursuant and subject to all of the terms and provisions of the Harbor and Watercraft Revolving Fund program, application be made to the State of California, Department of Parks and Recreation, Division of Boating and Waterways for funding; and

**Be It Further Resolved** that the Director of Regional Parks of said County of Sonoma is hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the Division of Boating and Waterways.

**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: 17**  
(This Section for use by Clerk of the Board  
Only.)

**To:**

**Board Agenda Date:** January 9, 2018

**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 National Disability Employment Awareness Month.

**Executive Summary:**

Approve a Gold Resolution recognizing National Disability Employment Awareness Month

**Discussion:**

**Prior Board Actions:**

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Sponsorship Form			
<b>Related Items "On File" with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

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Date: January 9, 2018

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

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4/5 Vote Required

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### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing National Disability Employment Awareness Month, January 2018.**

**Whereas,** Sonoma County workers with disabilities make many contributions and we reaffirm our admiration of the skills and talents they bring to today's workplace; and

**Whereas,** workplaces creating and fostering opportunities for growth and improvement, not just for those with disabilities, but for everyone, contribute to a thriving economy; and

**Whereas,** work offers dignity, respect, and purpose, as well as a means to live a self-directed life; and

**Whereas,** we have made great strides toward ensuring equal employment opportunities, and we wish to ensure that Americans with disabilities have equal opportunity to contribute their skills and talents for the benefit of the community; and

**Whereas,** the County of Sonoma reflects its commitment to these goals as an equal employment opportunity employer, and through the Human Services Department's Job Link employment services that include resources for individuals with disabilities; and with its participation in the Sonoma County Mayors' Committee on Employment of People with Disabilities and their annual Best Practices Awards Ceremony on January 24, 2018 recognizing and celebrating the success of local employers, employees, and service providers in employing individuals with disabilities; and

**Whereas,** the County of Sonoma wishes to recognize and commend the Sonoma County employers for their best management practices:

- **All City Management Services**
- **ALSCO**
- **Anytime Fitness**
- **Oliver's Market**
- **Gaddis Nursery**

- **Mt. Taylor**

**Now, Therefore, Be It Resolved**, that the Sonoma County Board of Supervisors does hereby recognize January 2018 as National Disability Awareness Month. We call on all Americans to celebrate the contributions of individuals with disabilities in our workplace, and communities, and to promote employment of individuals with disabilities, in order to create a better, more inclusive America, one in which every individual is rightly recognized for his or her abilities and accomplishments.

**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: 18**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:**

**Vote Requirement:**

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

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Supervisor Lynda Hopkins 565-2241

Fifth District

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a resolution commending John Franceschi on 40 years of service and volunteer effort with the Forestville Fire Protection District. (Fifth District)

**Executive Summary:**

Adopt a resolution commending John Franceschi on 40 years of service and volunteer effort with the Forestville Fire Protection District.

**Discussion:**

**Prior Board Actions:**

None.

**Strategic Plan Alignment**

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Gold Resolution.			
<b>Related Items “On File” with the Clerk of the Board:</b>			





# County of Sonoma

## State of California

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Date: January 9, 2018

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

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

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4/5 Vote Required

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### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Commending John Franceschi For 40 Years Of Service With The Forestville Fire Protection District**

**Whereas**, John Franceschi has demonstrated his community commitment by helping protect and assist the citizens of Forestville and the entire Sonoma County community in times of stress and need, answering the call of duty through flood and fire and whenever the need arose; and

**Whereas**, Since July 15, 1977, John has been a volunteer with the Forestville Fire Protection District; and

**Whereas**, In 1981, John received the Forestville Fire Volunteer Firefighter of the Year award after saving the life of a choking patient; and

**Whereas**, In 1981, John was promoted to Fire Captain and continued to rise through the ranks of the department; and

**Whereas**, In 1986, John was responsible for starting the Forestville Fire Swiftwater Team; and

**Whereas**, John's work and effort in creating the Swiftwater Team was put to use during the major flood of the Russian River in 1986, 1995, 1997 and 2006; and

**Whereas**, In 1994, John was hired by the Valley of the Moon Fire District and promoted to Battalion Chief; and

**Whereas**, John was promoted to Forestville Fire Assistant Chief in 1995; and

**Whereas**, Since his time with both fire districts, John has assisted with building multiple fire engines for both Forestville and Sonoma Valley Fire Districts; and

**Whereas**, John has maintained more than 25 percent of the call attendance for the

Resolution #

Date:

Page 2

Forestville Fire Protection District; and

**Whereas**, Throughout John’s career, he has responded on multiple strike teams from Northern California to Los Angeles, including the 1992 Los Angeles Riots; and

**Whereas**, John’s leadership and dedication enabled him to manage a division of the 1996 Cavedale Fire and the Santa Rosa Complex Fires in October 2017;

**Now, Therefore, Be It Resolved** that the Board of Supervisors of Sonoma County hereby honor John Franceschi for 40 years of service and career with the Forestville Fire Protection District.

**Supervisors:**

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 19**

(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 9, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sheryl Bratton  
Jim Colangelo

**Supervisory District(s):**

All Districts

**Title:** Gold Resolution and Commemorative 2017 Sonoma Complex Fires Challenge Coin Presentation honoring Sonoma County First Responders

**Recommended Actions:**

Adopt a Gold Resolution honoring Sonoma County first responders and presenting them with commemorative challenge coins recognizing their brave work and heroic response to the residents and visitors of Sonoma County during the 2017 Sonoma Complex Fires.

**Executive Summary:**

The Sonoma Complex Fires that started on October 8, 2017, resulted in the most devastating natural disaster in the history of the State of California. The heroism and bravery of all Sonoma County first responders is being recognized by the presentation of commemorative challenge coins and a gold resolution honoring their service.

**Discussion:**

The Sonoma Complex Fires (Complex Fires) started late in the evening on Sunday, October 8, 2017, and burned into Sonoma and Napa counties. In the early morning hours on Monday, October 9, the County issued advisory evacuation notices to impacted areas of Sonoma County. Shelter was made available at various locations throughout the County, and first responders were actively engaged in multiple areas throughout the County as the Complex Fires advanced. Emergency Response personnel from throughout Sonoma County and beyond responded promptly and bravely to this disaster.

The Complex Fires resulted in the most devastating wildfires in the history of the State of California. In Sonoma County alone, the fires caused the death of at least 24 people, charred 110,720 acres, destroyed 6,950 structures (including 5,091 housing structures), and displaced more than 100,000 Sonoma County residents. Tragically, hundreds of first responders from all disciplines lost their own homes, while still bravely serving their community.

The safety and well-being of the community is protected by the first responders who devoted countless hours to training in order to prepare to the fullest extent to combat such tragedies as the Complex Fires. The Board of Supervisors commemorates the contributions and sacrifices made by fire personnel in our community and extends deep gratitude for the services they provided.

Community Foundation Sonoma County has purchased five thousand commemorative coins for First Responders through its "Sonoma County Resilience Fund" at a total cost of \$12,500, which will be distributed at the Board Meeting. There is no financial impact to the County associated with this item.

First responders throughout Sonoma County responded tirelessly to the needs of Sonoma County during the Complex Fires and risked their lives to ensure the safety and well-being of the residents of Sonoma County, including their own families. This item recognizes the heroism and bravery of all Sonoma County first responders during the Complex Fires and thanks them for their continued selfless service to Sonoma County.

**Prior Board Actions:**

None.

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

This item recognizes contributions to public safety made by first responders during the Complex Fires.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	-0-		
Additional Appropriation Requested	-0-		
<b>Total Expenditures</b>	<b>-0-</b>		
<b>Funding Sources</b>			
General Fund/WA GF	-0-		
State/Federal	-0-		
Fees/Other	-0-		
Use of Fund Balance	-0-		
Contingencies	-0-		
<b>Total Sources</b>	<b>-0-</b>		

**Narrative Explanation of Fiscal Impacts:**

The \$12,250 cost to produce 5,000 commemorative challenge coins will be fully funded by a grant from Community Foundation Sonoma County's "Sonoma County Resilience Fund." There is no effect to the general fund.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Emergency Responder Challenge Coin Example (A1)			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

ATTACHMENT 1



2017 SONOMA COMPLEX FIRE FIRST RESPONDERS CHALLENGE COIN PROOF



County of Sonoma  
State of California

Date: January 9, 2018

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

Santa Rosa, CA 95403

4/5 Vote Required

**Gold Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Commending the Effort, Sacrifices, and Heroic Actions of the First Responders Who Gave Tireless Service to the County of Sonoma Responding to the Sonoma Complex Fire of 2017.**

**Whereas,** first responders are called upon in the event of a natural disaster; and

**Whereas,** in emergency situations, these responders carry out the critical role of protecting and ensuring public safety; and

**Whereas,** emergency responders work devotedly and selflessly on behalf of the residents of this County and region, regardless of the peril or hazard to themselves; and

**Whereas,** the Sonoma Complex Fires of October 2017 severely affected the County of Sonoma, its residents, and damaged critical infrastructure and dwellings; and

**Whereas,** over 4,000 first responders risked their lives during the Sonoma Complex Fires to keep the residents of Sonoma County safe.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma does hereby recognize and commemorate the contributions and sacrifices of the emergency responders of the County of Sonoma for their dedication and commitment to ensuring the safety of all residents.

**Supervisors:**

Gorin:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
Agenda Item  
Summary Report

**APPROVED**

**JAN 09 2018**

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.)

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

	AYE	NO
GORIN	✓	
RABBITT	✓	
ZANE	✓	
GORE	✓	
HOPKINS	✓	

ATTEST: **JAN 09 2018**

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

**To:** Board of Supervisors

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Probation Department

**Staff Name and Phone Number:**

Christine Williams (707) 565-2145

**Supervisorial District(s):**

All

**Title:** Probation Department Appointment of Retiree Extra Help

**Recommended Actions:**

Pursuant to Government Code §7522.56 approve the appointment of Charles Klipp as a Department Information Systems Manager 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 10, 2018.

**Executive Summary:**

Pursuant to the California Public Employees' Pension Reform Act (PEPRA), Government Code §7522.56, an exception can be made to reappoint 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. PEPRA 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. The individual, Department Information System Manager Charles Klipp, and delegated Probation Department staff have completed the Retiree Extra-Help Compliance Form certifying the appropriateness of the appointment.

**Discussion:**

Charles Klipp, Department Information Systems Manager retired on December 4, 2017. Mr. Klipp worked for the County of Sonoma Probation Department since February 2005. In his most recent capacity Mr. Klipp has management responsibility for meeting the data and information needs of the Probation Department, and by extension the entire criminal justice system, in regard to recidivism data, community safety, and the evaluation of evidence based and evidence informed programs delivered to delinquent youth and adult offenders. Further, Mr. Klipp has completed the background screening process necessary to obtain access to confidential criminal data, in compliance with state and local statutes. Finally, he is very familiar with the operations and technological needs of the Probation



Department and our justice system partners. The Department intends to use Mr. Klipp's skill and experience to complete several high-priority time sensitive projects already in progress: the AB109 Outcome Data and Evaluation project, data integration and modification as the Court migrates to a stand-alone Tyler/Odyssey case management/calendaring system, Juvenile Outcome Analysis/Reporting, and enhancements to offender assessment tools and caseload management systems.

The need for this supplemental resource within Probation is immediate and expected to continue through FY 17-18. ISD's Justice Team has redirected all available staff time to address the impacts the Court's migration away from the IJS to Tyler/Odyssey, which has had a significant impact to the entire criminal justice system. Probation works closely with system partners on managing priorities, and without the supplement of Mr. Klipp's extra help appointment many of the negative impacts resulting from the integration with the new Court system will continue indefinitely.

The Probation Department has consulted with the Human Resources Department which is supportive of the recommended action.

In accordance with Government Code section 7522.56, the Probation Department is asking the Board certify as follows:

- Charles Klipp, Department Information System Manager, is necessary to fill a critically needed position within 180 days of his retirement date;
- Charles Klipp did not accept retirement incentives upon his retirement; and
- Charles Klipp appointment shall not exceed 960 hours per year.
- Per Internal Revenue Code section 401(a)(36), Charles Klipp meets the requirement of being of normal retirement age.

If the Board of Supervisors makes the foregoing certifications, Charles Klipp will be hired as of January 10, 2018 as a Department Information Systems Manager.

**Prior Board Actions:**

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

This appointment is recommended to maintain the integrity of various criminal justice information systems designed to ensure the adherence to Court orders for both juvenile delinquents and adult offenders in the community.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	22,400	53,700	53,700
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>22,400</b>	<b>53,700</b>	<b>53,700</b>
<b>Funding Sources</b>			
General Fund/WA GF	22,400	53,700	53,700
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>22,400</b>	<b>53,700</b>	<b>53,700</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>Costs associated with this request will be absorbed within existing budget appropriations, and divided between County General Fund and outside state funding (AB109, SB678, etc.) as appropriate and claimable. In FY 17-18 costs are estimated at approximately 400 hours at Mr. Klipp's current hourly rate of \$55.93/hour. Future fiscal years in this table represent the maximum possible cost assuming the full 960 hours available to Mr. Klipp will be worked at the existing hourly rate of pay.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<p>This is a Retiree Extra-Help appointment; no permanent allocations are being added or changed.</p>			
<b>Attachments:</b>			
<p>None.</p>			
<b>Related Items "On File" with the Clerk of the Board:</b>			



County of Sonoma  
Agenda Item  
Summary Report

**APPROVED**

**JAN 09 2018**

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.)

	AYE	NO
GORIN	✓	
RABBITT	✓	
ZANE	✓	
GORE	✓	
HOPKINS	✓	

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

ATTEST: **JAN 09 2018**

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** January 9, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sheryl Bratton, 565-2431

**Supervisorial District(s):**

All

**Title:** Fire Recovery Update

**Recommended Actions:**

Receive update on fire recovery efforts and next steps.

**Executive Summary:**

In the early morning hours of October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The disaster is one of the worst in California history, and presents an ongoing risk to the life and safety of people, property and environment of Sonoma County. Staff will provide an update on recovery and resiliency efforts.

**Discussion:**

In the early morning hours of October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The Fires burned 173 Square Miles, destroyed 6,579 Structures and damaged an additional 486.

Planning for recovery efforts were initiated and continue every day to help Sonoma County residents begin the process of rebuilding. The recovery efforts associated with the Sonoma Complex Fires are multi-pronged, and impact almost all of the departments within the County.

The oral update will include information from Peter Rumble, Deputy County Administrator. The County Administrators of Sonoma, Napa, Mendocino and Lake have met on several occasions to develop a list of legislative requests (Attached). The requests are consistent with the County's legislative platform, and are a supplement to Sonoma County's own legislative efforts disaster recovery. With the Board's input and consent, the regional letter will be distributed as appropriate.

**Prior Board Actions:**

December 29, 2017 – Renewal of Emergency proclamations.

December 12, 2017 – Disaster fiscal update and creation of Sonoma County Office of Recovery and Resiliency.

December 5, 2017 – Renewal of Emergency proclamations and Urgency Ordinance Extending Prohibition on New Vacation Rental and Hosted Rental Permits.

November 21, 2017 - Renewal of Emergency proclamations and Amendments To The Cleanup Urgency Ordinance Addressing Enforcement.

November 14, 2017 - various actions supporting recovery efforts.

November 7, 2017 - Renewal of Emergency proclamations, Resolution to allow Temporary Residential Use of Recreational Vehicles on Agricultural Lands and Lands Under Land Conservation Act Contracts for Emergency and Immediate Housing needs

October 24, 2017-various actions supporting recovery efforts, including urgency ordinances related to housing availability and the prevention of price gouging, waiving impact fees for new accessory dwelling units, and implementation of Safe Parking.

October 17, 2017-authorize the State to provide direct assistance for debris removal

October 10, 2017-Ratify the Proclamation of a Local Emergency and Request for State and Federal Assistance

<b>Strategic Plan Alignment</b>	Goal 3: Invest in the Future

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Draft North Bay Letter, Fiscal Fore Related Requests, Policy Fore Related Requests			
<b>Related Items "On File" with the Clerk of the Board:</b>			



January 9, 2018

The Honorable Edmund G. Brown, Jr.  
Governor, State of California  
State Capitol, First Floor  
Sacramento, CA 95814

Mark Ghilarducci  
Director, Office of Emergency Services  
3650 Schriever Ave.  
Mather, CA 95655

**VIA EMAIL AND MAIL**

**RE: State Budget Requests for Fire Impacted Counties**

Dear Governor Brown and Director Ghilarducci,

The Counties of Mendocino, Napa, Sonoma, and Lake, and their incorporated cities, suffered tremendous loss on a scale that continues to be nearly incomprehensible.

In Sonoma County, in the depths of a housing crisis, five percent of the housing stock has been lost. Watersheds will be impacted, infrastructure must be rebuilt, and the real fabric of community must be re-sewn. This will put tremendous strain on counties and cities that will deliver critical, durable, ongoing and unfaltering public assistance to thousands of victims for the near future.

In Napa County, also in the midst of a historically unprecedented housing crisis, 5.35% of unincorporated Napa County's housing stock was lost as a result of the Napa Fire Complex. With over 20 percent of the acreage of the County damaged by fire, watersheds adjacent to municipal water supplies serving the County and Cities within Napa County are severely impacted and will require vigilant oversight and inspection to ensure the safety of the drinking water supply. In addition, critical infrastructure was damaged as a result of the fire and roadway surfaces are suffering as a result of the fire cleanup and recovery. This all impacts Napa County's abilities to provide critical and reliably excellent service to all of the citizens of Napa County, including those fire victims most in need.

In Mendocino County, 36,000 acres were burnt, homes were lost, agricultural land was damaged and watersheds continue to be threatened. However, this does not touch on the loss of lives. The devastation of this event will live on for decades.

In rural Lake County, with three consecutive seasons of massive wildfires, over five percent of existing housing stock has been lost and more than 22% of the total land mass has burned. Recovery is ongoing and efforts will be long-term while the ability of local government to deliver core services has been severely impacted.

While we recognize your prudence and caution in State expenditures – which has put the State back on stable fiscal footing – we are writing to ask that the adopted 2018-19 State Budget include several appropriations to assist our counties and constituent cities – as well as other recently fire-ravaged local governments – in the most thoughtful, comprehensive and sustainable way possible.

Our specific requests are attached. We are also attaching public policy changes that we strongly believe merit consideration by you and the Legislature in 2018.

Thank you for your consideration of this request. We would like to meet with you and your staff soon to discuss ways state government can help our communities not only rebuild but also thrive going forward.

Sincerely,

Supervisors  
Sonoma, Napa, Lake, Mendocino Counties

Attachments

cc: Governor Jerry Brown  
Michael Cohen, Director of Finance  
State Legislative Delegations and Staff  
Et al  
Et al

## Fiscal Fire-Related Legislative Requests

Proposal
Backfill the loss of property taxes (to the 2017 assessed level prior to fires), TOT and sales taxes.
Backfill the amount that lost homes would have contributed in property taxes to the debt service of local schools and districts at their 2017 assessed values.
Prioritize SB 2 funds currently retained by the CA Department of Housing and Community Development for affordable housing investments in fire-impacted counties and cities.
Designate Cap and Trade monies for environmental restoration activities and low energy / net-zero energy building subsidies in fire-impacted counties and cities.
Expedite payments for county-provided services, whenever possible using estimates (and allowing for eventual true ups) rather than exact costs to help address cash flow problems, e.g. in the areas of mental health, social services, etc.
Make bond funding available to fire impacted local governments for watershed remediation, species protection and drinking water supply projects.
Fund the development of long-term (5-10 year) comprehensive regional recovery plans that focus on fire prevention, sustainability and resiliency.
Provide funding to incentivize rebuilding that meets fire resistant standards.
Fund the work of volunteers / NGOs.
Fund / waive mandated local matches.
Provide funding for small water districts that must rebuild affected infrastructure.
Fund watershed protection.
Fund road repair.
Provide funding for fire safe private bridges, road retrofitting/improvements to provide critical emergency exit routes.
Waive local cost share of debris clean up.



## Policy Fire-Related Legislative Requests

Proposal
Fast track expansion of county landfills.
subject to state rules for how the funds are to be used.
Facilitate vocational training programs for youth and unemployed adults to work in the various trades and assist in meeting increased construction demand.
Allow public health emergency declaration renewals to be every 30 days rather than 14 days.
Streamline / fast track public assistance payments for various county-run programs.
Provide additional assistance in communicating with the federal government especially for areas that have suffered multiple disasters over the last several years.
Create a state ombudsman to assist local governments and individuals with disaster and recovery questions and needs.
Provide increased technical assistance with disaster preparedness (including hazard mitigation), response, and recovery training.
Provide technical assistance with community planning, including innovative rebuilding ideas.
Change state law on rolling brown outs of power during high wind events.
Ease housing element regulations for fire impacted jurisdictions as currently a certified housing element is required for CDBG grants.
Amend Government Code 65584.01 (G) to read, "The loss of units during a Governor declared emergency that have not been rebuilt or replaced at the time of the data request."
Amend the Mobile Home Park Act so that when two or more spaces being held out for rent or lease does not automatically turn that property into a mobile home park.
Work with Cal OES to develop a list serve / share point to provide up to the minute information to local governments during disasters.
Coordinate with the UC Cooperative Extension and Cal Fire to conduct an assessment and create recommendations for fire safe vegetation management on private and public land, and provide competitive grants for counties to implement those recommendations.
Make CCC available to implement defensible space standards.
Provide specific mandated standards for emergency alert systems statewide (along with the funding necessary) to implement those standards.
Establish mandatory requirement that private residential garage doors remain operational at an ADA Standard during a loss of power.

Extend the currently established burn zone CEQA exemptions to all fire impacted counties until a specific period of time or goals is met (i.e. 7 years, until x number of units have been built, or 200% of RHNA).

Change state law mandating insurance companies to provide housing assistance payments for a minimum of 3 years.

Amend state law on increasing the standards and requirements for maintaining fire prevention measures in state parks.

Secure state support of request to FEMA that fire victims who have not rebuilt within 2 years of insurance coverage receive FEMA housing assistance to cover the gap.

Provide administrative and legislative relief to expedite projects typically involving State Fish & Game, Water Board, etc.

Sonoma County Certificate of Compliance  
**REVIEW**



**SONOMA COUNTY PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

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**FOR REVIEW BY THE BOARD OF SUPERVISORS  
MEETING OF JANUARY 9, 2018**

**Item #1** File: PLP 17-0037

Applicant: Black Mountain Developers, 67 Luke Dr., Napa, CA, 94558

Owner: Black Mountain Developers, 67 Luke Dr., Napa, CA, 94558

Staff: Gary O'Connor

Location: 7205 Geysers Rd. (Healdsburg – Geysers Rd.) Sup. Dist.: 4

APN: 131-010-001, -012 & 141-060-012, -018

Zoning: RRD B6 320 RC50/50

# Requested: 5 (five)

Size: Parcel 1: 58 ac.  
Parcel 2: 156 ac.  
Parcel 3: 80 ac.  
Parcel 4: 20 ac.  
Parcel 5: 18 ac.

Improvements: Parcel 1: None  
Parcel 2: Septic & leach field  
Parcel 3: Well  
Parcel 4: None  
Parcel 5: None

Services: None

# Approved: 5 (five)

Criteria: These parcels are considered legally separate as they were created by

**Parcel 1:** Created by: Book 2459 of Official Records, Page 959, recorded July 23, 1923  
Reference Documents: None

**Parcel 2:** Created by: Book L of Patents, Page 198, recorded April 20, 1931  
Reference Documents:  
Book 1789 of Official Records, Page 150, recorded Oct 17, 1960 (exception)  
Book 510 of Official Records, Page 12, recorded Jan 11, 1941 (exception)

**Parcel 3:** Created by: Book J of Patents, Page 375, recorded May 6, 1938

Reference Documents:

Book 1789 of Official Records, Page 149, recorded Oct 17, 1960 (exception)

Book 520 of Official Records, Page 12, recorded Jan 11, 1941 (exception)

**Parcel 4:** Created by: Book 494 of Official Records, Page 196, recorded Feb. 17, 1940

Reference Documents: None

**Parcel 5:** Created by: Book J of Patents, Page 289, recorded Dec. 18, 1919

Reference Documents: Book 1789 of Official Records, Page 149, recorded Oct 17, 1960 (exception)

Appeal Deadline: January 12, 2018

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**Sonoma County Project Review and Advisory Committee**  
**ACTIONS**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: December 21, 2017

**COMMITTEE MEMBERS**

Blake Hillegas, Planning - Secretary  
Shelley Janek, Agricultural Commissioner's Office  
Laurel Putnam, Department of Transportation and Public Works  
Yoash Tilles, Grading and Storm Water  
Becky Ver Meer, Health Specialist  
Keri Rynearson, Surveyor  
Keith Hanna, Sanitation - Chair

**REGULAR CALENDAR**

Item No: 1  
Time: 9:15 a.m.  
File No.: MNS16-0012  
Staff: Scott Orr  
Applicant: Robert Wise  
Owner: Robert Wise  
Con't from: n/a  
Env. Doc: Mitigated Negative Declaration  
Proposal: Request for the Minor Subdivision of a 12.88 acre parcel into four parcels, resulting in a 2.2 acre parcel, a 5.0 acre parcel, and two 2.8 acre parcels.  
Location: 1355 Rose Avenue, Penngrove  
APN: 047-021-035  
District: 2  
Zoning: AR, B6 3 (Agriculture and Residential with an allowable density of 1 dwelling per 3 acres.  
  
Action: Keri Rynearson moved to continue this item to date uncertain. Seconded by Blake Hillegas and passed with a 4-0-3 vote.  
Appeal Deadline: N/A

Sonoma County Project Review and Advisory Committee Actions  
December 21, 2017

**Vote:**

Blake Hillegas:	Aye
Shelley Janek:	Absent
Laurel Putnam:	Absent
Yoash Tilles:	Aye
Becky Ver Meer:	Absent
Keri Rynearson:	Aye
Keith Hanna:	Aye

Ayes:	4
Noes:	0
Absent:	3
Abstain:	0



**Sonoma County Project Review and Advisory Committee**  
**ACTIONS**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: January 4, 2018

**COMMITTEE MEMBERS**

Keith Hanna, Sanitation - Vice Chair  
Blake Hillegas, Planning - Secretary  
Shelley Janek, Agricultural Commissioner's Office  
Laurel Putnam, Department of Transportation and Public Works  
Yoash Tilles, Grading and Storm Water  
Becky Ver Meer, Health Specialist  
Leonard Gabrielson, Surveyor - Chair

**REGULAR CALENDAR**

Item No: 1  
Time: 9:05 a.m.  
File No.: MNS12-0004  
Staff: Georgia McDaniel  
Applicant: Kim Gardner  
Owner: same  
Con't from: n/a  
Env. Doc: Mitigated Negative Declaration  
Proposal: Request for a Minor Subdivision of 6.03 +/- acres resulting in two parcels 1.53 +/- acres in size and a Designated Remainder of 3.0 +/- acres.  
Location: 245 Paula Lane, Petaluma  
APN: 019-080-003  
District: 2  
Zoning: Agriculture and Residential with an allowable density of 2 acres per dwelling unit and no combining zones.  
  
Action: Blake Hillegas moved to continue this item to date uncertain. Seconded by Keith Hanna and passed with a 7-0-0 vote.  
Appeal Deadline: N/A

Sonoma County Project Review and Advisory Committee Actions  
January 4, 2018

**Vote:**

Keith Hanna:	Aye
Blake Hillegas:	Aye
Shelley Janek:	Aye
Laurel Putnam:	Aye
Yoash Tilles:	Aye
Becky Ver Meer:	Aye
Leonard Gabrielson:	Aye

Ayes:	7
Noes:	0
Absent:	0
Abstain:	0