

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

TUESDAY

JULY 24, 2018

8:30 A.M.

Note: There will not be a regular afternoon session

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 as soon as possible to ensure arrangements for accommodation.

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

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

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

I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

II. CONSENT CALENDAR

SONOMA COUNTY WATER AGENCY

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

AND

SOUTH PARK COUNTY SANITATION DISTRICT

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

1. South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane - Contract Award:
 - A) Adopt and approve the Project Manual and Drawings entitled "South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane."
 - B) Authorize the General Manager of the Water Agency acting on behalf of South Park County Sanitation District (District) to sign Document 00650 (Agreement and Release of Any and All Claims), with County Counsel review, if any unresolved claims are listed by the contractor.
 - C) Award the contract to Argonaut Constructors, for the amount of \$1,344,125, and authorize the Chair of the Board to execute the contract.
 - D) Delegate to the General Manager of the Water Agency or his designee the authority to approve design changes to the Project as may be necessary or appropriate in connection with change orders within the General Manager's authority pursuant to Resolution No. 04-0547.
(Third District)

SONOMA COUNTY WATER AGENCY

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

2. Montgomery Drive Storage Building at Sonoma Booster Station Facility – Rejection of Bids:
Reject all bids received for the Montgomery Drive Storage Building Project at Sonoma Booster Station Facility.
3. Remote Website Hosting:
Authorize Water Agency's General Manager to execute an agreement with Intelligent Technology Solutions, LLC for remote website hosting and related services for IBM Maximo Asset Management software through August 15, 2020 in the amount of \$282,000.

AUDITOR- CONTROLLER-TREASURER-TAX COLLECTOR

4. Internal Audit of the Sonoma County Economic Development Board and Sonoma County Economic Development Board Foundation:
Review and accept the Sonoma County Economic Development Board and Sonoma County Economic Development Foundation Internal Audit Report for the period July 1, 2015 through June 30, 2017.

CLERK-RECORDER-ASSESSOR

5. Consolidated Primary Election Official Canvass:
Approve Resolution adopting the Official Canvass of the Vote for the June 5, 2018, Consolidated Primary Election.

DISTRICT ATTORNEY'S OFFICE

6. District Attorney Victim Claims:
Resolution authorizing the District Attorney to sign an Agreement between the California Victim Compensation Board and the County of Sonoma to continue the Sonoma Victim Compensation unit for the term of July 1, 2018 through June 30, 2021, in the amount of \$1,047,084.

FIRE AND EMERGENCY SERVICES

7. Fire Protection Services Agreement with the City of Healdsburg for County Service Area #40 Dry Creek-Sotoyome and County Service Area #40 Fitch Mountain:
Authorize the Chair to enter into an agreement with the City of Healdsburg for the City to provide fire protection services to County Service Area #40 Dry Creek-Sotoyome (\$119,532 a year), and County Service Area #40 Fitch Mountain (\$41,697 a year) from July 1, 2018, through June 30, 2019, for an amount not-to-exceed \$161,229. (Fourth and Fifth Districts)
8. Agreement with the Sonoma County Junior College District for Volunteer Firefighter Skills Training Services:
Authorize the Interim Director of Fire and Emergency Services to enter into an agreement with the Sonoma County Junior College District to provide Volunteer Fire Skills training services for CSA #40 Volunteer Firefighter Academy trainees from September 1, 2018 through March 23, 2019 for an amount not-to-exceed \$9,873.

HEALTH SERVICES

9. Medi-Cal Managed Care Capitation Rate Increase Intergovernmental Transfer:
 - A) Authorize the Director of Health Services to execute an Intergovernmental Transfer Agreement with the California Department of Health Care Services to transfer \$4,255,540 (\$3,546,283 fiscal year 2017-2018 transfer amount and \$709,257 assessment fee) from the Sonoma County Department of Health Services to the California Department of Health Care Services to facilitate the County's receipt of approximately \$2,624,249 in net revenue through an agreement with Partnership HealthPlan of California to support behavioral health services with a term of July 1, 2017 through December 31, 2020.
 - B) Authorize the Director of Health Services to execute the eighth amendment to the Partnership HealthPlan of California Health Plan Provider Agreement to provide an Intergovernmental Transfer payment of approximately \$6,879,789 for fiscal year 2017-2018 to the Sonoma County Department of Health Services, resulting in the receipt of approximately \$2,624,249 in net revenue to support behavioral health services with a term of July 1, 2017 through June 30, 2020.

**PERMIT AND RESOURCE MANAGEMENT/
REGIONAL PARKS/ FIRE AND EMERGENCY SERVICES**

10. Administrative Citation Program Ordinance with Minor Amendments to Chapter 1:
A) Adopt an Ordinance amending Chapter 1 of the Sonoma County Code by adding Section 1-7.6 to provide for an Administrative Citation Program and making other minor amendments. (Second Reading – Ready for Adoption)
B) Adopt a Resolution authorizing the Permit and Resource Management Department, Sonoma County Regional Parks, and the Fire and Emergency Services Department to implement an Administrative Citation Program.

REGIONAL PARKS

11. District Matching Grant Program application for Cooper Creek Addition to Taylor Mountain Regional Park and Open Space Preserve:
Adopt resolution authorizing the Director of Regional Parks to apply for the Agricultural Preservation and Open Space District’s Matching Grant Program in the amount of \$740,000 for Cooper Creek Addition to Taylor Mountain Regional Park and Open Space Preserve acquisition project and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer this grant. (Third District)

SHERIFF’S OFFICE

12. Agreement for Supplemental Law Enforcement Services with Sonoma Raceway:
Authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Sonoma Raceway for its National Hot Rod Association (NHRA) races from July 26, 2018 through July 29, 2018 for revenue in the amount of \$109,241 to ensure the safety of Sonoma County citizens during a major outdoor event. (Second District)

TRANSPORTATION AND PUBLIC WORKS

13. LSA Associates, Inc. Amendment to Agreement for Mitigation Compliance Services:
Approve and authorize the Chair to execute an amendment to a Professional Services Agreement (PSA) with LSA Associates, Inc. The amendment will extend the term of the agreement from July 1st, 2018 through December 31st, 2020, for a cost not to exceed \$193,558.
14. 2018 Pavement Preservation Program – Full-Depth Reclamation and Overlays, C18004 for 9.10 miles of resurfacing:
A) Approve the plans and specifications for the 2018 Pavement Preservation Program – Full-Depth Reclamation and Overlays project, C18004.
B) Award contract to low bidder, Ghilotti Construction Company, in the amount of \$4,465,131.17 including 10% for construction contingency and authorize the Chair to execute construction contract C18004.
15. State Match Agreement 2018-19:
Adopt a resolution authorizing the Chair to execute State Match Program Agreement X18-5920(162) for advancement of up to \$100,000 in Streets and Highways Code Section 182.9 State Highway Account funds to be used as match for federally funded projects for the 2018-19 fiscal year. (First District)

16. Wohler Road at Mark West Creek Bridge Replacement Project:
Adopt a Resolution authorizing the Chair to execute a Right of Way Contract to acquire two (2) portions of land, one (1) temporary construction easement, and one (1) temporary construction access easement, from Silverado Sonoma Vineyards, LLC, for total compensation of \$111,260.00, and subject to other terms and conditions as stated in the negotiated Right of Way Contract, to acquire property rights and allowances needed for the Wohler Road at Mark West Creek Bridge Replacement Project. (Fourth and Fifth Districts)

APPOINTMENTS/REAPPOINTMENTS

17. Approve the reappointment of Sonoma County Tourism Board member Jennifer Buffo for a two year term beginning July 1, 2018 and ending June 30, 2020. (Second District)
18. Approve the appointment of Tom Bahning for a three year term to the Sonoma County Transportation Authority Citizens Advisory Committee beginning on July 24, 2018 and ending July 24, 2021. (Third District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

(Gold resolutions are being presented at 9:00 A.M.)

19. Adopt a Gold Resolution Recognizing Patrick J. Rutten's 34 Years of Service to the National Atmospheric and Oceanic Administration and to the North Coast Community.
(Countywide and Sonoma County Water Agency)
20. Adopt a Gold Resolution encouraging the construction of homes meeting voluntary visitability standards, which assists occupants to age in place. (Second District)

PRESENTATION ON A DIFFERENT DATE

21. Adopt a Gold Resolution Congratulating Chief of Police Bret Sackett on His Retirement from the City of Sonoma Police Department on July 16, 2018. (First District)

III. 8:45 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS

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

IV. 9:00 A.M. - PRESENTATIONS/GOLD RESOLUTIONS

V. REGULAR CALENDAR

TRANSPORTATION AND PUBLIC WORKS

22. Establish Passenger Loading Zone Restrictions on Bower Street (#79027) at Oak Grove Elementary School – First Read:
- A) Adopt an Ordinance amending Sonoma County Ordinance No. 2300 to establish passenger loading zone restrictions on the north side of Bower Street (#79027) in Graton from Postmile 10.071 to Postmile 10.09 from 7:00 a.m. to 5:00 p.m. on weekdays.
 - B) Adopt a resolution introducing, reading the title and waiving the reading of such Ordinance. (Fifth District)

COUNTY ADMINISTRATOR

23. Office of Recovery and Resiliency Update:
- A) Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, seeking of funding opportunities and status of recovery plan.
 - B) Receive an update from Cal OES on the debris removal progress.

BOARD OF SUPERVISORS

24. Fee Waiver:
Approve a fee waiver in the amount of \$1,069.00 for permit and health fees for Petaluma People Services Center for the Senior Nutrition program services program- Congregate Meals (Senior Café) and Home-delivered Meals (Meals on Wheels). (Second District)
25. Fee Waiver:
Approve Fee Waiver of \$1503 for the Bodega Volunteer Fire Department’s Big Event to be held on August 19, 2018. (Fifth District)
26. Fee Waiver:
Approve the fee waiver of Sonoma Veterans Building rental fees for the Blood Centers of the Pacific bi-monthly community blood drives in the amount of \$3302.50 (First District)

VI. PUBLIC COMMENT ON CLOSED SESSION ITEMS

VII. CLOSED SESSION CALENDAR

27. The Board of Supervisors and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9 (d)(2), (d)(4) (1 matter—3115 Porter Creek Road, Santa Rosa, California [Safari West], Owners—Peter & Nancy Lang).
28. The Board of Supervisors, the Board of Directors of the Water Agency, the Board 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/Heather Coffman, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).

29. **RECONVENE FROM CLOSED SESSION**

30. **REPORT ON CLOSED SESSION**

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

31. 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>)

32. **ADJOURNMENT**

NOTE: The next Regular meeting will be held on August 7, 2018, at 8:30 a.m.

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

August 7, 2018 – PRMD - ORD18-0003 Cannabis Ordinance Amendments

August 14, 2018 – PRMD - UPE14-0008 Ramey Winery Appeal

August 14, 2018 – PRMD - UPE15-0115 Appeal, Freestone Cheese Shop

BOARD OF SUPERVISORS

AGENDA ADDENDUM

JULY 24, 2018

CLOSED SESSION CALENDAR

- 28A. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Potential Tenant: Lawrance Florin, Chief Executive Officer, Burbank Housing. Under Negotiation: Terms and conditions of possible lease of County-owned property at Aston and Hendley Streets, Santa Rosa, CA. (Government Code Section 54956.8.)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency and South Park County Sanitation District

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency and South Park County Sanitation District

Staff Name and Phone Number:

Douglas Messenger 547-1952

Supervisory District(s):

Third

Title: South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane - Contract Award

Recommended Actions:

- A) Adopt and approve the Project Manual and Drawings entitled "South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane."
- B) Authorize the General Manager of the Water Agency acting on behalf of South Park County Sanitation District (District) to sign Document 00650 (Agreement and Release of Any and All Claims), with County Counsel review, if any unresolved claims are listed by the contractor.
- C) Award the contract to Argonaut Constructors, for the amount of \$1,344,125, and authorize the Chair of the Board to execute the contract.
- D) Delegate to the General Manager of the Water Agency or his designee the authority to approve design changes to the Project as may be necessary or appropriate in connection with change orders within the General Manager's authority pursuant to Resolution No. 04-0547.

Executive Summary:

This item requests approval of a contract with Argonaut Constructors for \$1,344,125 for construction of South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane.

Discussion:

HISTORY OF ITEM/BACKGROUND:

The District was created in the 1950s and installed sewers throughout the District, with the sewage ultimately flowing to the City of Santa Rosa's (City) treatment and disposal works. Much of the sewer main installed in the 1950s was still in operation when the Sonoma County Water Agency took over management of the collection system in 1995.

On April 3, 1997, the General Manager/Chief Engineer filed a Notice of Exemption in accordance with the California Environmental Quality Act (CEQA) for the South Park County Sanitation District Collection System Replacement Project. The project consists of replacing or repairing approximately 72,000 linear feet of sanitary sewer collection pipeline and modifying the Todd Road Lift Station. This exemption includes the work in the contract that is the subject of this item.

South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane consists of construction of approximately 2,450 feet of 8-inch diameter sanitary sewer main located in East Robles Avenue, Brooks Avenue, and Delores Lane outside the limits of the City of Santa Rosa, California. The work includes, but is not limited to the excavation, backfilling, and surface restoration for the construction of sanitary sewer main, including associated manholes, laterals, modification of an existing manhole, and bore-and-jack under a box culvert. The work also includes removal or abandonment of existing sewer mains, manholes, and appurtenances. Work shall be completed within 130 Days from the date when Contract Time commences to run.

The Project was advertised for bids : May 24, 2018

Bids for construction of said Project were received and opened on Tuesday, June 26, 2018, as follows:

Argonaut Constructors, Santa Rosa, CA.....	\$1,344,125
Ghilotti Construction Company, Santa Rosa, CA	\$1,623,235
TerraCon Constructors, Inc., Healdsburg, CA	\$1,575,820

The Engineer's Estimate was \$1,407,050.

The lowest responsive and responsible bid is from Argonaut Constructors and is \$62,925 below the Engineer's Estimate. Argonaut Constructors is experienced in this type of construction and met the experience requirements.

Pursuant to Resolution No. 04-0547, the General Manager maintains authority to approve change orders to construction contracts approved by your Board of up to \$50,000 each, provided the change order doesn't affect the material character of the work and the need for the change order results from unforeseen matters which are discovered after the contract was awarded and such modifications are necessary or advisable to complete the project in a timely and efficient manner. In the unlikely event that significant design-related changes are necessary to complete the Project, staff will return to your Board to approve such changes. However, staff request that your Board authorize the General Manager or his designee to approve design changes as may be necessary or appropriate in connection with change orders within the General Manager's authority pursuant to Resolution No. 04-0547.

A contractor must execute a release of claims (Document 00650) before final payment but may except any unresolved claims from the release. The requested action authorizes the General Manager to approve the release unless the contractor lists unresolved claims. In that case, County Counsel must review Document 00650 prior to General Manager approval.

Construction on the Project is scheduled to begin approximately September 4, 2018, with an estimated completion date of January 12, 2019.

The Water Agency (on behalf of the District), recommends the Board take the following actions:

Actions

- A) Adopt and approve the Project Manual and Drawings entitled "South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane."
- B) Authorize the General Manager of the Water Agency acting on behalf of (District) to sign Document 00650 (Agreement and Release of Any and All Claims), with County Counsel review, if any unresolved claims are listed by the contractor.
- C) Award the contract to Argonaut Constructors, for the amount of \$1,344,125, and authorize the Chair of the Board to execute the contract.
- D) Delegate to the General Manager of the Water Agency or his designee the authority to approve design changes to the Project as may be necessary or appropriate in connection with change orders within the General Manager's authority pursuant to Resolution No. 04-0547.

Prior Board Actions:

03/06/2007: District Board of Directors action declaring a potential public health hazard resulting from the current aged condition of the public collection system.

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

Community members have access to clean air, water, and safe, reliable solid and liquid waste management.

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

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$210,000		
Additional Appropriation Requested	\$1,134,125		
Total Expenditures	\$1,344,125		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$1,344,125		
Use of Fund Balance			
Contingencies			
Total Sources	\$1,344,125		
Narrative Explanation of Fiscal Impacts:			
Additional appropriations of \$1,134,125 will be required to process the expense of this construction contract. With Board approval, appropriations will be made in a subsequent budget adjustment resolution (rolled over from FY 2017/2018) when the Board has the required quorum for a 4/5ths vote.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			
Project Manual and Drawings			

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WA South Park CSD Collection System Award_summ.docm

Proj/South Park CSD East Robles Avenue, Delores Lane, and Brooks Avenue
Collection System Replacement 70-701-7 #5



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 Directors, Sonoma County Water Agency

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Brian Paulson / 547-1920

Supervisorial District(s):

Title: Montgomery Drive Storage Building at Sonoma Booster Station Facility – Rejection of Bids

Recommended Actions:

Reject all bids received for the Montgomery Drive Storage Building Project at Sonoma Booster Station Facility.

Executive Summary:

The Montgomery Drive site (Sonoma Booster Station) is strategically located in an area that, in addition to boosting water pressure in the Sonoma County Water Agency's (Water Agency's) aqueducts, serves as a convenient cost-effective storage location for equipment and materials that are used for maintaining and making emergency repairs to our aqueduct system. This item requests rejection of all bids for construction of the Montgomery Drive Storage Building Project at 5200 Montgomery Drive in Santa Rosa.

Discussion:

The Water Agency has been limited in the past as to what materials and equipment can be stored at the Sonoma Booster Station without a building providing all weather and theft protection. As such, costly time is consumed transporting materials and equipment to and from its Mirabel or Airport Blvd. locations. The addition of this storage building will allow the Water Agency to provide much quicker repairs to its aqueduct in the event of damage, maintaining water service to its contractors.

Montgomery Drive Storage Building (Project) consists of construction of the Water Agency's Montgomery Drive Storage Building located at 5200 Montgomery Drive, Santa Rosa, California. The work includes, but is not limited to the construction of a pre-engineered metal storage building; related site work and foundation; power, lighting, grounding, and new PG&E connection. Work shall be completed within 170 days from date when contract time commences to run.

The Project was advertised for bids:

May 10, 2018

Bids were opened:

June 12, 2018

Bids for construction of said Project were received on Tuesday, June 12, 2018 as follows:

Raesfeld Construction, Petaluma, California	\$524,622.75
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The Engineer's Estimate was \$269,500.

The one and only bid is from Raesfeld Construction, and it exceeded the Engineer's Estimate by 94.6% or \$255,122.75 above the Engineer's Estimate.

The bid amount exceeds the budgeted funds for the project at this time. Water Agency staff plan to re-bid the Project in the 4th Quarter of 2018 and postpone construction until 2019. A recommended award action is anticipated to be brought to the Board in the first quarter of 2019.

Document 00200 – provides that "Owner also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project." Water Agency staff believes that by advertising and re-bidding the Project in a more favorable bidding environment, multiple bids will be received, thereby providing a more competitive bid. For these reasons, Water Agency staff recommend rejecting the bid that was received.

The Water Agency, recommends the Board take the following action:

Action

Reject all bids for Montgomery Drive Storage Building Project.

ALTERNATIVES

Award the contract to the sole bidder for the Project and direct staff to make necessary budget adjustments to accommodate the bid amount.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

The construction of the storage building at the Sonoma Booster Station Facility will help to decrease costs for maintenance operations for many years to come and as such is an investment in the future.

Water Supply and Transmission System, Goal 2: Maintain and improve the reliability of the Water Transmission System. The construction of the storage building at the Sonoma Booster Station Facility will allow for a faster response to emergency situations that may arise with the Water Transmission System and thus improves that system's reliability.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no fiscal impacts associated with the requested action.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			
1. Project Manual and Drawings http://www.scwa.ca.gov/lower.php?url=capital-improvement-projects&projectid=montgomery-drive-storage-building-at-sbs-facility			



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: Boards of Directors, Sonoma County Water Agency

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

TiLiAnne Tanner / 707-547-1068

Supervisorial District(s):

Title: Remote Website Hosting

Recommended Actions:

Authorize Water Agency's General Manager to execute an agreement with Intelligent Technology Solutions, LLC for remote website hosting and related services for IBM Maximo Asset Management software through August 15, 2020 in the amount of \$282,000.

Executive Summary:

The Water Agency uses the IBM Maximo software product (Maximo) to manage assets and provide document control functions related to asset management for the Water Agency's operations and maintenance functions. Maximo is also used to track asset maintenance within the Water Agency's water transmission, wastewater, fleet, facilities, and hydroelectric enterprises. Currently, Maximo is hosted off-site under an agreement with Vistrionix, LLC. Hosting services consist of systems, hardware, and network support including account management, security of equipment and data, report development, system reconfigurations, and customer assistance.

This item requests authority for the Sonoma County Water Agency (Water Agency) General Manager to execute an agreement with Intelligent Technology Solutions, LLC (Service Provider) for remote website hosting and related services for IBM Maximo Asset Management software through August 15, 2020 in the amount of \$282,000.

Discussion:

HISTORY OF ITEM/BACKGROUND

The Water Agency is responsible for providing a safe and reliable water supply for approximately 600,000 people in Sonoma and northern Marin counties. In addition, the Water Agency operates eight sanitation zones and districts and one hydroelectric power plant, operates and maintains service vehicles and heavy equipment, and maintains 75 miles of constructed flood control channels.

Since 1996, the Water Agency has used Maximo software to manage assets and provide document control functions relate to asset management. The web-based version of this software allows the software and related database to be stored and managed by a third party over a secure Internet connection. The mobility software will allow field crew to disconnect from the system to record asset information electronically in remote areas of the county and sync the information into the main system upon return to the office. It also allows the field crew to view their work on a map based interface improving their ability to view and preplan more efficient work routes.

SELECTION PROCESS

On April 12, 2018, Water Agency issued a Request for Statements of Qualifications to the following six firms:

1. Croy & Associates, Inc., Roseville, California
2. Grable Services, LLC, Cape Coral, Florida
3. Havensight Consulting Group, LLC, Schaumburg, Illinois
4. Projetechnology, Inc., Cincinnati, Ohio
5. BPD Zenith U.S. LLC, Houston, Texas
6. Vistrionix LLC (a subsidiary of ASRC Federal), Reston, Virginia

The Request for Qualifications was also posted on the Water Agency and County of Sonoma Purchasing Department websites.

The five firms listed below submitted Statements of Qualifications.

1. Fields Consulting, Ventura, California
2. Grable Services
3. BPD Zenith
4. Intelligent Technology Solutions, Marietta, Georgia
5. Vistrionix

The following criteria were used to evaluate each firm:

- 1) Thoroughness of Statements of Qualifications
- 2) Professional qualifications and demonstrated ability to perform the work
- 3) Statement of levels of service and IBM partnerships
- 4) Exceptions to standard terms in the sample agreement

Intelligent Technology Solutions, LLC (Service Provider) was selected to perform the work because they scored the highest overall in the selection process. Service Provider provided statements of experience with and working knowledge of all requested areas of expertise, including certification of IBM Gold Business Partnership, deployment professional's certifications, solution designers, report writing, and experience with related third party software integrations.

SERVICES TO BE PERFORMED

Under the proposed agreement, Service Provider will provide hosting services that consist of systems, hardware, and network support, including account management, security of equipment and data, and customer assistance. Specific tasks include operation, support, emergency maintenance, scheduled maintenance, Water Agency staff training, reports development, systems integration, and system

reconfigurations. Additionally, Service Provider will assume responsibility for the maintenance and service contract with IBM.

The cost of services will not exceed \$282,000; the term end date is August 15, 2020.

The increase of costs for the two years (approximately \$55K) primarily reflects the addition of mobility software subscriptions and services. Mobility of Maximo is for the field crew to record pertinent information real time on tablets (instead of on paper) where there is no cellular, internet, or Wi-Fi accessibility. This will reduce duplication of effort in the current work process. Mobility also will give access to asset work history to help enable better asset management decisions.

RECOMMENDATION

Water Agency staff recommends that the Board authorize Water Agency's General Manager to execute an agreement with Intelligent Technology Solutions, LLC for remote website hosting and related services for IBM Maximo Asset Management software through August 15, 2020 in the amount of \$282,000.

Prior Board Actions:

- 07/19/2016: Approved agreement between Water Agency and Vistrionix, LLC for Remote Website Hosting and Services for IBM Maximo Asset Management Software. Cost \$227,600; term end July 31, 2018.
- 11/14/2014: Approved agreement between Water Agency and Vistrionix, LLC for Remote Website Hosting and Services for IBM Maximo Asset Management Software. Cost \$139,000; term end July 31, 2016.
- 11/2/2010: Approved agreement between Water Agency and Technology Associates International Corporation for Maximo Asset Management Software Upgrade. Cost \$150,000; term end July 31, 2012.
- 12/08/2009: Approved amended agreement between Water Agency and Technology Associates International Corporation for Maximo Asset Management Software Upgrade. Add \$170,000; term end June 30, 2010.
- 08/12/2008: Approved agreement between Water Agency and Technology Associates International Corporation for Maximo Asset Management Software Upgrade. Cost \$53,680; term end December 31, 2008.

Strategic Plan Alignment Goal 3: Invest in the Future

Investing in Maximo Enterprise Asset Management System ultimately reduces overall costs of the operations and maintenance of the Water Agency infrastructure and assets.

Our Organization, Goal 2: Strengthen Water Agency's management and administrative processes. Investing in the Maximo Enterprise Asset Management System with Mobility, which allows the ability to record asset history when in the field and disconnected from WiFi, not only reduces cost of asset and labor administration, it also increases accurate and timely information facilitating improved asset maintenance and fiscal decisions.

Fiscal Summary - FY 17-18

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$138,780		
Additional Appropriation Requested	\$143,220		
Total Expenditures	\$282,000		
Funding Sources			
General Fund/WA GF	\$0	\$0	\$0
State/Federal			
Fees/Other	\$282,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$282,000		

Narrative Explanation of Fiscal Impacts:

	FY 2018/2019 Adopted Budget	Consolidated Budget Adjustment FY 2018/2019	Total
Water Transmission Fund	68,280	115,020	183,300
Sonoma Valley County Sanitation District Operations Fund	42,300	-	42,300
Russian River County Sanitation District Operations Fund	28,200	-	28,200
Facilities Fund	-	28,200	28,200
Total	138,780	143,220	282,000

Additional appropriations for the two-year agreement to be fully encumbered in year one will be included in the FY 2018/2019 first quarter consolidated budget adjustments.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
N/A
Attachments:
Agreement
Related Items "On File" with the Clerk of the Board:
None

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CF/0-0-21 Intelligent Technology Solutions, LLC (Agree for Website Hosting of IBM
 Maximo Asset Management System and Related Services) 17/18-106 (ID 6962)

DRAFT Agreement for Website Hosting of IBM Maximo® Asset Management System and Related Services

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Water Agency”) and **Intelligent Technology Solutions, LLC**, a limited liability company (“Service Provider”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Service Provider certifies that it is a Georgia corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified firm, experienced in providing remote website hosting of IBM Maximo (Maximo) asset management software and related databases for the management of Water Agency assets, and related services.
- B. Water Agency is responsible for providing a safe and reliable water supply for approximately 600,000 people in Sonoma and northern Marin counties.
- C. Water Agency also operates eight sanitation zones and districts and one hydroelectric power plant, operates and maintains service vehicles and heavy equipment, and maintains 75 miles of constructed flood control channels.
- D. Since 1997 Water Agency has used Maximo to manage assets and provide document control functions related to asset management. The web-based version of this software allows the software and related databases to be stored and managed remotely by a third party over a secure internet connection.
- E. Water Agency uses Maximo to track asset maintenance and costs within Water Agency's water transmission, wastewater, fleet, facilities, and hydroelectric enterprises.
- F. Under this Agreement, Service Provider will provide website hosting and software support services of Maximo for Water Agency, and related products and services.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Schedule of Costs
 - c. Exhibit C: Response Times and Severity Level Criteria
 - d. Exhibit D: Insurance Requirements

3. SCOPE OF SERVICES

- 3.1. *Service Provider’s Specified Services:* Service Provider shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Water Agency:* Service Provider shall cooperate with Water Agency in the performance of all work hereunder. Service Provider shall coordinate the work with Water Agency’s Project Manager. Contact information and mailing addresses:

Water Agency	Service Provider
Project Manager: TiLiAnne Tanner 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1068 Email: TiLiAnne.Tanner@scwa.ca.gov	Contact: Richard Minnigh 4116 Twin Leaf Court Marietta, GA 30062 Phone: 678-490-3800 x-102 Email: RMinnigh@WeBuildITS.com
Remit invoices to:	Remit payments to:
Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	[Same address as above] OR [Attn: Accounts Receivable] [Add mailing info _____]

- 3.3. *Performance Standard and Standard of Care:* Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Service Provider’s work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. If Water Agency determines that any of Service Provider’s work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat

the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

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

4. PAYMENT

4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$282,000.

4.2. *Flat Rate Services:* Total costs for Flat Rate Services shall not exceed \$127,000.

<i>Flat Rate Service (August 1, 2018 – July 31, 2019)</i>	<i>Billing Cycle</i>	<i>Amount</i>
IBM Maximo 10 Concurrent User Subscription	Annual	\$25,000.00
Procure Mobility Subscription with GIS	Annual	\$21,000.00
Hosting Maximo and Mobility Software	Monthly	\$2,000.00
<i>Flat Rate Service (August 1, 2019 – July 31, 2020)</i>	<i>Billing Cycle</i>	<i>Amount</i>
IBM Maximo 10 Concurrent User Subscription	Annual	\$27,000.00
Mobility Subscription with GIS	Annual	\$4,200.00
Hosting Maximo and Mobility Software	Monthly	\$2,125.00

- i. Service Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Flat Rate Services.

4.3. *Hourly Rate Services:* Total costs for Hourly Rate Services shall not exceed \$155,000.

- 4.4. *Method of Payment:* Service Provider shall be paid in accordance with the following terms:
- a. Flat Rate Services: Service Provider shall be paid the amounts listed in the table in 4.2 above, regardless of the number of hours or length of time necessary for Service Provider to complete the services.
 - b. Hourly Rate Services: Service Provider shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.5. *Invoices:* Service Provider shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency. The bills shall show or include:
- a. Service Provider name
 - b. Name of Agreement
 - c. Water Agency's Project-Activity Codes T0138C018, V0063C018, Y0038C018, and R0066C018
 - d. Task performed with an itemized description of services rendered by date
 - e. Summary of work performed by subconsultants, as described in Paragraph 14.4
 - f. In addition to the above, include the following for Hourly Rate Services:
 - i. Time in quarter hours devoted to the task
 - ii. Hourly rate or rates of the persons performing the task
 - iii. List of reimbursable materials and expenses
 - iv. Copies of receipts for reimbursable materials and expenses
- 4.6. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 3 of Exhibit A.
- 4.7. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Water Agency business after presentation of an invoice in a form approved by Water Agency for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Water Agency.
- 4.8. *Taxes Withheld by Water Agency:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the Water Agency shall withhold seven percent of the income paid to Service Provider for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Service Provider does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified

to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

- b. If Service Provider does not qualify, as described in Paragraph 4.8.a, Water Agency requires that a completed and signed Form 587 be provided by Service Provider in order for payments to be made. If Service Provider is qualified, as described in Paragraph 4.8.a, then Water Agency requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Service Provider agrees to promptly notify Water Agency of any changes in the facts. Forms should be sent to Water Agency pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Service Provider has the option to provide Water Agency with either a full or partial waiver from the State of California.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 5.1. *Term of Agreement:* The term of this Agreement shall be from July 25, 2018 (“Effective Date”) to August 15, 2020, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. *Commencement of Work:* Service Provider is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. TERMINATION

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

and other agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

9. PROSECUTION OF WORK

9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

10. EXTRA OR CHANGED WORK

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

11. CONTENT ONLINE ACCESSIBILITY

11.1. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Water Agency managed or Water Agency funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.

- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Service Provider shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Service Provider shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Service Provider agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Service Provider. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency managed or Water Agency funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Service Provider in writing. Upon such notice, Service Provider shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:
 - a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Service Provider for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Service Provider shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.
- 11.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

12. REPRESENTATIONS OF SERVICE PROVIDER

- 12.1. *Status of Service Provider:* The parties intend that Service Provider, in performing the services specified herein, shall act as an independent contractor

and shall control the work and the manner in which it is performed. Service Provider is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

- 12.2. *No Suspension or Debarment:* Service Provider warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Service Provider also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.3. Representation, Warranty and Responsibility as to Data Security:
- a. Data Security: Service Provider shall preserve, and shall ensure that its subconsultants or vendors preserve, the confidentiality, integrity, and availability of Water Agency data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Service Provider and/or its subconsultants or vendors. Service Provider agrees to, and shall ensure that its subconsultants or vendors, comply with Water Agency's current and future information security policies, standards, procedures, and guidelines.
 - b. Encryption Requirements: Service Provider shall encrypt, and shall ensure that its subconsultants or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g. PHI, ePHI).
 - c. Security Breach: Service Provider shall comply, and shall ensure that its subconsultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information(PII) or protected health information(e.g. PHI,ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Service Provider shall:
 - i. Notify Water Agency by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Service Provider or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.

- ii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
 - iii. Pursuant to Article 7 (Indemnification) of this Agreement, provide indemnity and other protection as specified therein.
 - d. Request to Audit: Service Provider will accommodate and upon reasonable notice by Water Agency, work with Water Agency and/or its subcontractors to submit to a random information security audit. This is to ensure that Service Provider's information security practices or standards comply with Water Agency's information security policies, standards, procedures, and guidelines. Service Provider shall ensure that its subconsultants or vendors comply with this requirement.
 - e. Cyber Risk Insurance Requirements: Service Provider shall include, and shall ensure that its subconsultants or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.
- 12.4. *Taxes:* Service Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Service Provider agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish Water Agency with proof of payment of taxes on these earnings.
- 12.5. *Records Maintenance:* Service Provider shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.6. *Conflict of Interest:* Service Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Service Provider shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 12.7. *Statutory Compliance/Living Wage Ordinance:* Service Provider 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, Service Provider expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.8. *Nondiscrimination:* Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.9. *Assignment of Rights:* Service Provider assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Service Provider shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation.

Service Provider may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.

12.11. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Service Provider may have access to technical information and materials pertaining to Water Agency's records, systems, or other non-public information ("Confidential Information). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Water Agency of Confidential Information to Service Provider, Service Provider and its agents shall hold any material or information designated by Water Agency as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Water Agency, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Service Provider shall give Water Agency written notice and a copy of the request and the time period, if any, within which Service Provider is required to respond to the request. Upon termination of this Agreement, Service Provider shall return Confidential Information in its possession, including copies, to Water Agency. Service Provider's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.10, Service Provider agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.

13. DEMAND FOR ASSURANCE

13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

Nothing in this Article 13 limits Water Agency's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14.2. *Subcontracts:* Notwithstanding the foregoing, Service Provider may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

Name	Type of Services	Prevailing Wages Apply? Y/N
[tbd]	Mobility Integration	

14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Service Provider may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 14.2:

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

14.4. *Summary of Subconsultants' Work:* Service Provider shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.4.a. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic

means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

16. MISCELLANEOUS PROVISIONS

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

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

/

/

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

Reviewed as to funds:

TW 17/18-106

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
[Name], Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: _____

Sonoma County Water Agency

**Intelligent Technology Solutions, LLC, a
limited liability company**

By: _____
Grant Davis
General Manager
Authorized per Water Agency's Board of
Directors Action on July 24, 2018

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Flat Rate Services

a. Operations

- i. Procure hardware to host the software on a single computer server.
- ii. Application and database availability on remote servers located within Service Provider's data center, to include the appropriate versions of:
 - a) IBM Maximo
 - b) IBM Websphere
 - c) SQL Server
 - d) BIRT/Eclipse Reports
 - e) Mobility software with GIS connectivity
- iii. Provide Water Agency access to hosted applications and data.
- iv. Provide WAN perimeter security using appropriate technology and Intrusion Prevention Systems.

b. Support

- i. Acknowledge via email the receipt of the incident or change request from Water Agency.
- ii. Respond to the email request within the parameters and according to the severity of the incident or change indicated by Water Agency, as defined in Exhibit D (Response Times and Severity Level Criteria).
- iii. Provide Water Agency with updates from the incident or change request.
- iv. Provide Water Agency with details about the resolution of the incident or change in accordance with the time frames listed in Exhibit D (Response Times and Severity Level Criteria).
- v. If an outage is required:
 - a) Notify Water Agency when a resolution or request plan is identified.
 - b) Provide a schedule to Water Agency with a proposed start and completion date and time. If additional support services hours are needed to facilitate the request, notify Water Agency in writing for approval.
 - c) Request sign off acceptance of the resolution from Water Agency, once issue has been resolved, at which time the request will close.

c. Emergency Maintenance

- i. In the event of a catastrophic incident that causes total system failure, initiate the following procedures:
 - a) Log a service request into Log of Services
 - b) Alert Water Agency of the incident.
 - c) Estimate resolution time.

- d) Start troubleshooting procedures.
 - e) Identify cause of incident.
 - f) Update Water Agency regarding the cause, solution, and estimated time of recovery.
 - g) Implement solution.
 - h) Prepare incident report and Root Cause Analysis.
 - i) Close request.
- d. Scheduled Maintenance
- i. Perform scheduled maintenance on Water Agency servers as follows:
 - a) Database backup: Weekly; perform on weekends. Differential backups that capture only the data that has changed since the last full backup will occur thereafter.
 - b) Backup retention: Two weeks of data
 - c) Scans: Daily Antivirus updates and nightly virus scans
 - d) Windows Updates: Monthly
 - e) Scheduled application patching will be performed as requested by Water Agency
 - f) Virtual machines: Full monthly backup
- e. Meeting Participation
- i. Conduct meetings (via phone, webinar, or other) to evaluate and prioritize projects.
 - ii. Provide summary of meetings via email, including the following information:
 - a) Time and date of meeting
 - b) Project summaries and status
 - c) Priority
 - d) Personnel assigned to project
 - iii. Add meeting summary information to Log of Meetings.
- f. Transfer of services at beginning and end of Agreement term, as necessary.
- i. Work with firm as directed by Water Agency to transfer data during a scheduled time.
 - ii. Transfer a copy of deliverables including, but not limited to:
 - a) Notes of system configurations
 - b) Notes of upgrades
 - c) Copies of reports
 - d) Any other deliverables, as requested by Water Agency

Deliverable	Due Date
Log of services	Monthly with invoices
Summary of meetings	Monthly with invoices

1.2. Task 2: Hourly Rate Services

- a. Perform Hourly Rate Services as requested in writing by Water Agency. Services may include, but not be limited to:
 - i. Conduct software training, as requested by Water Agency.
 - a) Coordinate training location (webinar or in person)
 - b) Prepare written materials, such as standard or customized guides
 - c) Submit summary of each training
 - ii. Perform upgrades as requested.
 - iii. Create new or modify existing BIRT report(s) to extract, improve, or evaluate information from Maximo as requested by Water Agency.
 - iv. Apply configuration changes to Maximo or mobility software as requested by Water Agency to improve the functionality of Maximo or mobility.
 - v. Participate in meetings via phone, webinar, or other, as needed.
- b. Pilot and integrate potential add-ons or integrated software, as requested by Water Agency.

Deliverable	Due Date
Training materials	Upon request by Water Agency
Customized BIRT reports	Upon request by Water Agency
Log of configuration changes	Quarterly in Oct, Jan, Apr, and July
Minutes of meeting emailed	Within one work day
Integration of add-on	Upon request by Water Agency

1.3. Task 3: Monthly Progress Reports

- a. Prepare monthly progress reports. Submit one copy to Water Agency with each monthly invoice during the term of this Agreement.
- b. Monthly progress reports shall include the following:
 - i. A detailed list of work performed under Task 1 and Task 2, above.
 - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results and action items.
 - iii. Other information as appropriate or as requested by Water Agency

Deliverable	Due Date
Monthly Progress Report	Monthly with invoices

2. DELIVERABLES

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

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Rate
Process Definition, Technical Design; Principal Consultant	\$168.70 per hour
Functional Configuration, Technical Adaptation; Solution Consultant	\$149.50 per hour
Reporting; Analyst	\$130.50 per hour
Support; Support Consultant	\$122.50 per hour
EXPENSES	
Item	Cost
Subconsultant: [TBD]	[\$[tbd]] per hour
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	Current IRS rate
Travel Expenses:* Rental car (midsize) Hotel Airfare (coach class) Meals	Daily rate, at cost At cost not to exceed \$200 per night At cost not to exceed \$440 per round trip At cost not to exceed \$90 per day, alcohol excluded
*Travel Expenses to be pre-approved by Water Agency.	

Exhibit C

Response Times and Severity Level Criteria

Expected Response Times

Severity Level of Ticket	Response Interval for Initial Ticket	First Technical Response	Update Response Interval	Estimated Resolution Time
4	Immediate acceptance	Within 30 minutes	1 hour	Within 6 hours
3	Immediate acceptance	Within 1 hour	1 hour	Within 1 business day
2	Immediate acceptance	Within 4 hours	48 hours	Within 7 business days
1	Immediate acceptance	Within 8 hours	48 hours	Within 14 business days

Severity Levels and Associated Criteria (Indicators)

Severity and Impact	Indicators
4 - Critical	<ul style="list-style-type: none"> • High visibility • Large number of orders or customers affected • Affects online commitment • Major impact on revenue • Major component not available for use • Major loss of functionality • Problem cannot be bypassed • No viable or productive work around available
3 - Serious	<ul style="list-style-type: none"> • Moderate visibility • Moderate to large number of users or devices affected • Potentially affects online commitment • Serious slow response times • Serious loss of functionality • Moderate impact on revenue • Limited use of product or component • Component continues to fail - intermittently down for short periods, but repetitive • Few or small files lost • Major access down but a partial backup exists
2 - Moderate	<ul style="list-style-type: none"> • Low to medium visibility • Low order or customer or device impact • Low impact on revenue • Limited use of product or component • Minimal loss of functionality

Severity and Impact	Indicators
1 - Minimal	<ul style="list-style-type: none">• Low or no visibility• Single client device affected• Few functions impaired• Preventative maintenance request

Exhibit D

Insurance Requirements

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

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

1. **INSURANCE**

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

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

1.3. Automobile Liability Insurance

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

1.4. Standards for Insurance Companies

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 17/18-106.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of

Insurance on file with Water Agency for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.3 above.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Service Provider shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

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

1.7. Material Breach

- a. If Service Provider fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Water Agency, at its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. Alternatively, Water Agency may purchase the required insurance, and without further notice to Service Provider, Water Agency may deduct from sums due to Service Provider any premium costs advanced by Water Agency for such insurance. These remedies shall be in addition to any other remedies available to Water Agency.



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: County of Sonoma Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Olga Gray (707) 565-8303
Kanchan Charan (707) 565-8300

Supervisorial District(s):

All

Title: Internal Audit of the Sonoma County Economic Development Board and Sonoma County Economic Development Board Foundation.

Recommended Actions:

Review and accept the Sonoma County Economic Development Board and Sonoma County Economic Development Foundation Internal Audit Report for the period July 1, 2015 through June 30, 2017.

Executive Summary:

As a part of the 2017/2018 Annual Audit Plan, the Internal Audit Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) conducted an audit of the Sonoma County Economic Development Board (EDB) and Sonoma County Economic Development Board Foundation (Foundation) for the period July 1, 2015 to June 30, 2017. The ACTTC determined that:

- Financial information contained in the Foundation's annual reports for fiscal years ended June 30, 2016 and June 30, 2017 and submitted to the Sonoma County Board of Supervisors on October 4, 2016 and December 12, 2017, respectively, are adequately supported by the underlying accounting records and supporting documentation except for the effects of the errors discussed below.
- In the Foundation's annual reports, miscellaneous revenues and community outreach expenditures were each overstated by \$19,165 for fiscal year ended June 30, 2016 and \$7,197 for fiscal year ended 2017. Deferred sponsorship was understated by \$34,300 and accounts payable was overstated by the same amount in the annual report for the fiscal year ended June 30, 2017.
- The above misstatements did not result in misstatement of the change in net assets (net income) or the beginning and ending net asset balances reported in the annual reports issued to the County Board of Supervisors.

- As a result of the audit, the Foundation’s annual financial reports for fiscal years 2015-16 and 2016-17, presented on pages 9-11 of the Attachment A Internal Audit Report, have been retroactively corrected. Moving forward, EDB management will make the appropriate adjusting accounting entries to eliminate interagency activity in the Foundation’s annual report for fiscal year 2017-18 and thereafter.
- The EDB’s internal controls over billing and expenditures of funds received from the Foundation, including payroll expenditures and contract payments, operated effectively during the period covered by the audit.

Discussion:

In 1957, the County of Sonoma, acting through its Board of Supervisors, created the Economic Development Board (EDB) pursuant to the California Government Code Section 26104. The purpose of the EDB is to enhance the local business environment for the benefit of all residents of the County of Sonoma through the creation and development of economic research, analysis, and programs that promote local businesses. The EDB is governed by a 10 member Board, made up of two members appointed by each member of the Sonoma County Board of Supervisors.

The EDB presents several seminars and events throughout the year that address key opportunities, challenges, and initiatives facing Sonoma County. In addition, the EDB develops factual data regarding significant economic activities, trends, and projections for Sonoma County. These events and online reports are financially supported by business and community sponsors through the Foundation.

On January 23, 2001, the Sonoma County Board of Supervisors approved the establishment of the Foundation. In March 2001, the Foundation was incorporated as a California nonprofit public benefit corporation. The primary purpose of the Foundation is to assist in finding funding sources for EDB projects in need of financial support that are approved by the County Board of Supervisors. In accordance with the Memorandum of Understanding between the Foundation and the County of Sonoma (MOU), the ACTTC performs a comprehensive financial audit every two years and reports results accordingly as required.

The Internal Audit Report of the Sonoma County EDB and Foundation for the period July 1, 2015 through June 30, 2017, in its entirety, included with this Board item as Attachment A.

Prior Board Actions:

On September 13, 2016 reviewed and accepted the Sonoma County Economic Development Board and Sonoma County Economic Development Board Foundation Internal Audit Report for the period July 1, 2013 through June 30, 2015.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Conducting internal audits supports a professionally managed county organization that is accessible, transparent, fiscally responsible, and accountable to the public.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
None.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Attachment A- EDB & EDBF Internal Audit Report			

Related Items "On File" with the Clerk of the Board:
None

Sonoma County

Auditor-Controller-Treasurer-Tax Collector

Internal Audit Report

ATTACHMENT A
Internal Audit:

**Sonoma County Economic Development Board
and Sonoma County Economic Development Board
Foundation**

For the Period
July 1, 2015 through June 30, 2017

Engagement No: 3156
Report Date: May 15, 2018



Erick Roeser
Auditor-Controller-Treasurer-Tax Collector

ATTACHMENT A

ERICK ROESER
AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR
585 FISCAL DRIVE, SUITE 100
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JONATHAN KADLEC
ASSISTANT AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

AMANDA THOMPSON
ASSISTANT AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

Kanchan K. Charan, CPA

Audit Manager

Damian Gonshorowski, CPA

Audit Supervisor

Olga Gray, CPA

Auditor-In-Charge

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Internal Audit:
**Sonoma County Economic Development Board and
 Sonoma County Economic Development Board Foundation
 Engagement No. 3156**

For the Period
 July 1, 2015 through June 30, 2017

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Executive Summary

As a part of the 2017/2018 Annual Audit Plan, the Internal Audit Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) conducted an audit of the Sonoma County Economic Development Board (EDB) and Sonoma County Economic Development Board Foundation (Foundation) for the period July 1, 2015 to June 30, 2017 and determined that:

- Financial information contained in the Foundation's annual reports for fiscal years ended June 30, 2016 and June 30, 2017 and submitted to the Sonoma County Board of Supervisors on October 4, 2016 and December 12, 2017, respectively, are adequately supported by the underlying accounting records and supporting documentation except for the effects of the errors discussed below.

In the Foundation's annual reports, miscellaneous revenues and community outreach expenditures were each overstated by \$19,165 for fiscal year ended June 30, 2016 and \$7,197 for fiscal year ended 2017. Deferred sponsorship was understated by \$34,300 and accounts payable was overstated by the same amount in the annual report for the fiscal year ended June 30, 2017.

The above misstatements did not result in misstatement of the change in net assets (net income) or the beginning and ending net asset balances reported in the annual reports issued to the County Board of Supervisors.

The reports presented on pages 9-11 have been corrected. EDB management plans to make the appropriate adjusting entries to eliminate interagency activity in the Foundation's annual report for fiscal year 2017-18 and thereafter.

- The EDB's internal controls over billing and expenditures of funds received from the Foundation, including payroll expenditures and contract payments operated effectively during the period covered by our audit.

Introduction and Background

Introduction

The ACTTC has completed an audit of the EDB and the Foundation for the period July 1, 2015 through June 30, 2017. The audit was conducted in accordance with the *International Standards for the Professional Practice of Internal Auditing (Standards)*. These Standards require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our audit objectives. We believe that the evidence obtained provides a reasonable basis for the results, observations, and recommendations contained in our report.

The purpose of this audit report is to furnish management independent and objective analyses, recommendations, and other information concerning the activities reviewed. The audit report is a tool to help management identify and implement improvements.

Background

In 1957 the County of Sonoma, acting through its Board of Supervisors, created the EDB pursuant to the California Government Code Section 26104. The purpose of the EDB is to enhance the local business environment for the benefit of all residents of the County of Sonoma through the creation and development of economic research, analysis, and programs that promote local businesses. The EDB is governed by a 10 member Board, made up of two members appointed by each member of the Sonoma County Board of Supervisors.

The EDB presents several seminars and events throughout the year that address key opportunities, challenges, and initiatives facing Sonoma County. In addition, the EDB develops factual data regarding significant economic activities, trends, and projections for Sonoma County. These events and online reports are financially supported by business and community sponsors through the Foundation.

On January 23, 2001, the Sonoma County Board of Supervisors approved the establishment of the Foundation. In March 2001, the Foundation was incorporated as a California nonprofit public benefit corporation. The primary purpose of the Foundation is to assist in finding funding sources for EDB projects in need of financial support that are approved by the County Board of Supervisors.

The Foundation began its first year of operations in the fiscal year 2002-03. In August 2002, it signed an Operational Memorandum of Understanding with the Sonoma County Board of Supervisors to formally define the relationship between the Foundation and the EDB, an agency of the County of Sonoma.

Introduction and Background

In fiscal years ended June 30, 2016 and June 30, 2017, the Foundation raised \$381,669 and \$399,825, respectively, for the County Board of Supervisors' approved EDB projects. The EDB spent \$283,914 and \$327,430, respectively, in those years on the identified projects. The Foundation produced its annual reports for the Board's review for the fiscal years ending June 30, 2016 and June 30, 2017. These reports are required by Article 8.1(f) of the bylaws of the Foundation and the Memorandum of Understanding between the Foundation and the County of Sonoma (MOU). In accordance with the MOU, the ACTTC has performed financial audits every two years and reported the results to the County Board of Supervisors.

Objectives and Scope

Objectives

The objectives of this audit were to determine whether:

1. The financial information contained in the Foundation's annual report submitted to the Sonoma County Board of Supervisors, is adequately supported by the underlying accounting records and supporting documentation.
2. The EDB's internal controls over billing and expenditures of funds received from the Foundation, including payroll and contract payments operated effectively during the period covered by the audit.

Scope

The audit covered the period July 1, 2015 through June 30, 2017. The scope of our work included but was not limited to the following:

- A preliminary survey to update our knowledge of the operating environment; identify changes in laws and regulations, systems, personnel and organization structure.
- A risk analysis to identify significant risks of non-compliance with policies, procedures or laws, loss or misuse of assets and inefficiencies in processes.
- A review and evaluation of internal controls designed to ensure compliance with the above requirements and to adequately reduce the risk identified.

The audit included inquiry, observation, and tests to assess the adequacy of documentation supporting compliance with relevant sections of the Foundation's bylaws, and the MOU between the County and the Foundation.

Procedures

To achieve our audit objectives for the EDB and the Foundation, we performed the procedures outlined below:

1. Accounted for all depositories used by the Foundation during the audit period and reviewed bank reconciliations performed for those that had significant balances.
2. Agreed investment balances per Foundation's books as of June 30, 2016 and June 30, 2017 with those on the statements from banks and/or other investment custodians.
3. Determined if selected prepaid expenses were recorded in the proper period and correctly amortized.
4. Reviewed selected accounts receivable transactions and determined if they were recorded in the proper period.
5. Compared current year revenue and expenditures with that of the prior year and obtained explanations for any unusual or material variances.
6. Obtained a listing of revenue transactions from the Foundation's records, selected a sample and examined supporting documentation to substantiate that they were recorded in the correct period for the correct amount.
7. Reviewed selected revenue transactions, including grant revenue that may have been misclassified.
8. Obtained a listing of expenditure transactions from the Foundation's records, selected a sample and examined supporting documents to determine if they were recorded in the correct period for the correct amount.
9. Gained understanding of the system of internal controls over EDB's contract monitoring, billing and expenditure of funds received from the Foundation. Performed tests of compliance over key control procedures.
10. Reviewed a sample of EDB's outstanding contracts and determined if they were properly authorized and payments were correctly coded.

Results

Objective #1: Financial information contained in the Foundation's annual report submitted to the Sonoma County Board of Supervisors, is adequately supported by the underlying accounting records and supporting documentation.

We determined that financial information contained in the Foundation's annual report submitted to the Sonoma County Board of Supervisors, was adequately supported by the underlying accounting records and supporting documentation, except for the effect of errors discussed below.

We tested a sample of financial statement transactions for authorization, accuracy, support, and compliance with the Foundations' policies and procedures.

1. The Foundation overlooked eliminating adjustments for \$19,165 and \$7,197 in fiscal years 2015-16 and 2016-17, respectively. As a result certain miscellaneous revenue and community outreach expenses were overstated in the financial reports the Foundation issued to the County Board of Supervisors.

The Foundation maintains subsidiary records of revenues and expenses by event and by grant which are summarized and posted to the general ledger from which annual reports are prepared. As part of this process adjusting entries are required to eliminate interagency transactions. The Foundation overlooked this step, resulting in errors discussed above.

The following corrections were made and are properly reflected in financial reports on pages 10-11 of this audit report:

- In the Statement of Activities for the fiscal year ended June 30, 2016 miscellaneous revenue was decreased from \$32,665 to \$13,500 and community outreach expenses were decreased from \$176,007 to \$156,842.
- In the Statement of Activities for the fiscal year ended June 30, 2017 miscellaneous revenue was decreased from \$24,897 to \$17,700 and community outreach expenses were decreased from \$225,574 to \$218,377.

Appropriate eliminating accounting entries will be made to the Foundation records in the fiscal year 2018.

2. In the fiscal year ended June 30, 2017 the Foundation classified \$34,300 in deferred sponsorship transactions as accounts payable. The net asset balance was not affected by this error as both the affected accounts are liability accounts. Account balances reported in the financial report on page 9 of this audit report have been properly adjusted. The Foundation will make appropriate entries to correct its records in fiscal year 2017-18.

Results

The adjustments to miscellaneous revenue, community outreach expense and deferred sponsorships did not affect change in net assets (net income) or beginning and ending net asset balances reported in the financial statements.

Objective #2: The EDB's internal controls over billing and expenditures of funds received from the Foundation, including payroll and contract payments operated effectively during the period covered by the audit, were operating effectively.

We noted no weaknesses in EDB's system of internal controls over billing, expenditures of funds received from the Foundation, payroll expenditures and contract payments. Our tests of compliance support that that the system was operating effectively during the audit period.

Staff Acknowledgement

We would like to thank Val Rose and Albert Lerma, of the EDB for their helpfulness and cooperation in conducting this audit. If you have any further questions regarding this report, please contact Olga Gray at (707) 565-8303.

Appendix A

Sonoma County Economic Development Board Foundation
Comparative Statement of Financial Position
June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Assets		
Current assets:		
Cash and equivalents	\$ 516,774	\$ 444,151
Short term investments	73,484	73,355
Accounts receivable	9,500	-
Prepaid expenses	7,308	8,924
Total assets	<u>607,066</u>	<u>526,430</u>
Liabilities and Net Assets		
Current liabilities:		
Accounts payable	\$ -	\$ 26,059
Deferred sponsorships	34,300	-
Total liabilities	<u>34,300</u>	<u>26,059</u>
Net Assets:		
Unrestricted	-	337,133
Designated	380,614	-
Temporarily restricted	192,152	163,238
Total net assets	<u>572,766</u>	<u>500,371</u>
Total liabilities and net assets	<u>\$ 607,066</u>	<u>\$ 526,430</u>

See Notes 1 and 2 on page 12 of the Internal Audit Report

Appendix B

Sonoma County Economic Development Board Foundation
Statement of Activities
For The Fiscal Year Ended June 30, 2017

Revenues, gains and other support	Unrestricted	Temporarily Restricted	Total
Registration /participation fees	\$ 104,960	\$ -	\$ 104,960
Donations/sponsorships	108,200	5,000	113,200
Grants	-	163,372	163,372
Miscellaneous revenue	17,700	-	17,700
Investment income	593	-	593
	<u>231,453</u>	<u>168,372</u>	<u>399,825</u>
Expenses			
Program services			
Community outreach	78,919	139,458	218,377
Economic outlook	30,326	-	30,326
Research initiatives	56,452	-	56,452
Supporting services			
Administrative services	22,275	-	22,275
	<u>187,972</u>	<u>139,458</u>	<u>327,430</u>
Change in net assets	43,481	28,914	72,395
Net assets, beginning of year	337,133	163,238	500,371
Net assets, end of year	<u>\$ 380,614</u>	<u>\$ 192,152</u>	<u>\$ 572,766</u>

See Notes 1 and 2 on page 12 of the Internal Audit Report

Appendix C

Sonoma County Economic Development Board Foundation
Statement of Activities
For The Fiscal Year Ended June 30, 2016

Revenues, gains and other support	Unrestricted	Temporarily Restricted	Total
Registration /participation fees	\$ 106,214	\$ 3,275	\$ 109,489
Donations/sponsorships	84,165	10,000	94,165
Grants	-	164,137	164,137
Miscellaneous Revenue	13,500	-	13,500
Investment income	378	-	378
	<u>204,257</u>	<u>177,412</u>	<u>381,669</u>
 Expenses			
Program services:			
Community outreach	60,847	95,995	156,842
Economic outlook	47,851	-	47,851
Research initiatives	46,184	-	46,184
Supporting services:			
Administrative services	33,037	-	33,037
	<u>187,919</u>	<u>95,995</u>	<u>283,914</u>
Change in net assets	16,338	81,417	97,755
Net assets, beginning of year	<u>320,795</u>	<u>81,821</u>	<u>402,616</u>
Net assets, end of year	<u>\$ 337,133</u>	<u>\$ 163,238</u>	<u>\$ 500,371</u>

See Notes 1 and 2 on page 12 of the Internal Audit Report.

Notes

Note 1: Sonoma County Economic Development Board Foundation Comparative Statement of Financial Position and Statement of Activities presentation:

The Statement of Financial Position and Statement of Activities, on pages 9-11 of this audit report, were prepared for the purpose of presenting revenues and expenditures of the Foundation pursuant to the Article 8.1(f) of the First Amended and Restated Bylaws of the Sonoma County Economic Development Board Foundation, MOU and Foundation Policies and Procedures Manual and is not intended to be a presentation in conformity with generally accepted accounting principles. The note disclosures required by Governmental Accounting Standards are not presented, since such disclosures are not required by the Article 8.1(f) of the First Amended and Restated Bylaws of the Sonoma County Economic Development Board Foundation and MOU.

Note 2: Cash Equivalents and Short-term investments:

Investments with an original maturity of three months or less, as of the date of purchase, are considered cash equivalents, and consist of certificates of deposit and highly liquid money market instruments.

Investments with original maturities between three months and one year are considered short term investments, and consist of certificates of deposit.

Short-term investments include certificates of deposit with a maturity 90 days or less.

Appendix D-Report Item Risk Classification

For purposes of reporting our audit findings and recommendations, we classify audit report items into three distinct categories to identify the perceived risk exposure:

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

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



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): County Clerk-Recorder-Assessor

Staff Name and Phone Number:

William F. Rousseau, (707) 565-1877

Supervisorial District(s):

All

Title: Consolidated Primary Election Official Canvass.

Recommended Actions:

Approve Resolution adopting the Official Canvass of the Vote for the June 5, 2018, Consolidated Primary Election.

Executive Summary:

Pursuant to Elections Code Sections 1000 and 1001, the Consolidated Primary Election was held on June 5, 2018. The results thereof were certified by the County Clerk, and the certification must be adopted by the Board of Supervisors as the governing body.

Discussion:

Elections Code Section 15372 provides that the Clerk shall canvass (provide an official tally of votes for the election) the returns and certify results to the Secretary of State's Office within 30 days following the election. Following certification of the official results to the Secretary of State, Bay Area Toll Authority, West Sonoma County Union High School District, Alexander Valley Unified School District, Harmony Union School District and Coast Life Support District, Elections Code Section 15302 requires the Clerk to submit a certified statement of the results to the governing body (the Board of Supervisors) for adoption. The canvass has been completed, and the Statement of the Votes Cast (on file with the Clerk of the Board) is submitted to the Board for adoption as provided by law, with a Summary of Official Results included as an attachment to this item. The Board shall, pursuant to Elections Code Section 15400, declare elected or nominated to each office voted on at each election under its jurisdiction, the person having the highest number of votes for that office, or the person who was elected or nominated under the exceptions noted in Section 15452. The Board shall also declare the results of each election under its jurisdiction as to each measure.

The official canvass is also transmitted to the appropriate special districts for adoption by their governing bodies. Final results will also be reported to the Secretary of State as required for state-certified contests.

Prior Board Actions:			
Resolution 18-0132, dated April 17 th , 2018 authorized consolidation of elections to be held in conjunction with the June 5, 2018, Primary Election.			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
The Board's adoption of the Official Canvass of the Vote and declaration of the results of the election are, by law, necessary to put into effect the votes cast at the election.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no fiscal impacts associated with this item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			

Attachments:
1) Resolution, 2) Resolution Exhibit A: Summary of Official Results.
Related Items "On File" with the Clerk of the Board:
Statement of the Vote.



County of Sonoma
State of California

Date: July 24, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Adopting the Official Canvass of the Vote for the June 5, 2018, Consolidated Primary Election.**

Whereas, The Consolidated Election was held on June 5, 2018, and

Whereas, The County Clerk is directed to canvass the returns of said election pursuant to Elections code Sections 15301, 15302, and 15372, and

Whereas, the County Clerk has completed the canvass of said election and submitted to the Board of Supervisors of the Official Statement of the Vote.

Now, Therefore, Be It Resolved that the official canvass of the votes cast at the Consolidated Elections held on June 5, 2018, is hereby adopted in accordance with law, and the results of each election under the jurisdiction of the County of Sonoma as to each office and each measure are hereby declared. A copy of the Statement of the Vote is provided herewith.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



OFFICIAL RESULTS
Cumulative Totals

Governor

Complete Precincts:	405 of 405	
Gavin Newsom	71,593	54.6%
John H. Cox	21,526	16.4%
Antonio Villaraigosa	11,638	8.9%
Travis Allen	7,188	5.5%
John Chiang	6,482	4.9%
Delaine Eastin	5,205	4.0%
Amanda Renteria	1,676	1.3%
Michael Shellenberger	742	0.6%
Robert C. Newman, II	711	0.5%
Peter Y Liu	707	0.5%
Gloria Estela La Riva	476	0.4%
J. Bribiesca	469	0.4%
Josh Jones	408	0.3%
Yvonne Girard	346	0.3%
Nickolas Wildstar	322	0.2%
Zoltan Istvan	269	0.2%
Akinyemi Agbede	237	0.2%
Christopher N. Carlson	220	0.2%
Albert Caesar Mezzetti	219	0.2%
Robert Davidson Griffis	165	0.1%
Johnny Wattenburg	154	0.1%
Desmond Silveira	113	0.1%
Hakan 'Hawk' Mikado	107	0.1%
Thomas Jefferson Cares	86	0.1%
Write-in candidate(s)	55	0.0%
Klement Tinaj	44	0.0%
Shubham Goel	35	0.0%
Jeffrey Edward Taylor	34	0.0%

Lieutenant Governor

Complete Precincts:	405 of 405	
Eleni Kounalakis	43,358	34.4%
Ed Hernandez	21,747	17.2%
Jeff Bleich	19,043	15.1%
Cole Harris	12,153	9.6%
Lydia Ortega	7,361	5.8%
David Fennell	7,282	5.8%
Gayle McLaughlin	6,711	5.3%
David R. Hernandez	4,518	3.6%
Tim Ferreira	1,819	1.4%
Cameron Gharabiklou	1,313	1.0%
Danny Thomas	785	0.6%
Write-in candidate(s)	91	0.1%

Secretary of State

Complete Precincts:	405 of 405	
Alex Padilla	77,651	62.6%
Mark P. Meuser	23,946	19.3%
Ruben Major	8,164	6.6%
Raul Rodriguez Jr	4,291	3.5%
Gail K. Lightfoot	4,215	3.4%
Michael Feinstein	3,276	2.6%
Erik Rydberg	1,303	1.0%
C. T. Weber	1,064	0.9%
Write-in candidate(s)	208	0.2%

Controller

Complete Precincts:	405 of 405	
Betty T. Yee	92,608	74.5%
Konstantinos Roditis	26,879	21.6%
Mary Lou Finley	4,580	3.7%
Write-in candidate(s)	178	0.1%

Treasurer

Complete Precincts:	405 of 405	
Fiona Ma	71,282	58.0%
Vivek Viswanathan	16,523	13.5%
Jack M. Guerrero	16,252	13.2%
Greg Conlon	16,223	13.2%
Kevin Akin	2,429	2.0%
Write-in candidate(s)	89	0.1%

Attorney General

Complete Precincts:	405 of 405	
Xavier Becerra	72,623	58.6%
Steven C Bailey	21,543	17.4%
Dave Jones	18,945	15.3%
Eric Early	10,795	8.7%
Write-in candidate(s)	91	0.1%

Insurance Commissioner

Complete Precincts:	405 of 405	
Ricardo Lara	52,719	44.9%
Steve Poizner	36,463	31.0%
Asif Mahmood	22,399	19.1%
Nathalie Hrizi	5,550	4.7%
Write-in candidate(s)	382	0.3%



OFFICIAL RESULTS
Cumulative Totals

*Member, State Board of
Equalization 2nd Dist.*

Complete Precincts: 405 of 405

Malia Cohen	43,288	36.5%
Cathleen Galgiani	35,315	29.8%
Mark Burns	30,830	26.0%
Barry Chang	8,855	7.5%
Write-in candidate(s)	207	0.2%

United States Senator

Complete Precincts: 405 of 405

Dianne Feinstein	70,537	55.3%
Kevin De Leon	14,620	11.5%
James P Bradley	7,565	5.9%
Paul A Taylor	4,628	3.6%
Arun K. Bhumitra	4,231	3.3%
Alison Hartson	3,577	2.8%
Erin Cruz	2,943	2.3%
Pat Harris	2,522	2.0%
Tom Palzer	2,147	1.7%
John 'Jack' Crew	1,998	1.6%
Adrienne Nicole Edwards	1,615	1.3%
Douglas Howard Pierce	1,497	1.2%
Derrick Michael Reid	1,290	1.0%
Herbert G. Peters	1,068	0.8%
Roque'Rocky'De La Fuente	795	0.6%
Kevin Mottus	748	0.6%
Patrick Little	732	0.6%
Jerry Joseph Laws	705	0.6%
Donnie O. Turner	628	0.5%
John Thompson Parker	612	0.5%
David Hildebrand	539	0.4%
Rash Bihari Ghosh	419	0.3%
Colleen Shea Fernald	321	0.3%
Mario Nabliba	310	0.2%
Jason M. Hanania	299	0.2%
Don J. Grundmann	239	0.2%
David Moore	224	0.2%
Lee Olson	213	0.2%
Ling Ling Shi	186	0.1%
Tim Gildersleeve	179	0.1%
Gerald Plummer	145	0.1%
Write-in candidate(s)	67	0.1%
Michael Fahmy Girgis	63	0.0%

*U S Representative
2nd District*

Complete Precincts: 178 of 178

Jared Huffman	40,880	72.0%
Dale K. Mensing	11,567	20.4%
Andy Caffrey	4,246	7.5%
Write-in candidate(s)	64	0.1%

*U S Representative
5th District*

Complete Precincts: 227 of 227

Mike Thompson	55,034	80.4%
Nils Palsson	5,434	7.9%
Anthony Mills	5,403	7.9%
Jason Kishineff	2,350	3.4%
Write-in candidate(s)	252	0.4%

*State Senator
2nd District*

Complete Precincts: 327 of 327

Mike McGuire	63,998	77.4%
Veronica 'Roni' Jacobi	17,808	21.5%
Write-in candidate(s)	862	1.0%

*Member of Assembly
2nd District*

Complete Precincts: 197 of 197

Jim Wood	40,813	74.3%
Matt Heath	14,014	25.5%
Write-in candidate(s)	81	0.1%



OFFICIAL RESULTS
Cumulative Totals

*Member of Assembly
4th District*

Complete Precincts: 65 of 65

Cecilia Aguiar-Curry	11,779	96.9%
Write-in candidate(s)	383	3.1%

*County Supervisor
4th District*

Complete Precincts: 92 of 92

James Gore	19,179	98.3%
Write-in candidate(s)	325	1.7%

Sheriff-Coroner

Complete Precincts: 405 of 405

Mark Essick	66,465	55.9%
John P. Mutz	30,690	25.8%
Ernesto Olivares	21,414	18.0%
Write-in candidate(s)	435	0.4%

*Member of Assembly
10th District*

Complete Precincts: 143 of 143

Marc Levine	38,375	77.8%
Dan Monte	10,459	21.2%
Write-in candidate(s)	515	1.0%

*Auditor-Controller-
Treasurer-Tax Collector*

Complete Precincts: 405 of 405

Erick Roeser	89,925	98.6%
Write-in candidate(s)	1,266	1.4%

*PROP 68 - CA Drought,
Water Quality and Supply*

Complete Precincts: 405 of 405

Yes	85,550	67.1%
No	41,924	32.9%

*State Superintendent of
Public Instruction*

Complete Precincts: 405 of 405

Tony K. Thurmond	48,984	
Marshall Tuck	32,554	28.4%
Lily (Espinoza) Ploski	20,115	
Steven Ireland	12,828	11.2%
Write-in candidate(s)	333	

*County Clerk-Recorder
-Assessor*

Complete Precincts: 405 of 405

Deva Marie Proto	69,205	64.3%
Ray Leonard	29,248	27.2%
Rod Marusic	8,722	8.1%
Write-in candidate(s)	481	0.4%

*PROP 69 - Motor Vehicle
Fees*

Complete Precincts: 405 of 405

Yes	109,000	85.9%
No	17,908	14.1%

*County Superintendent
of Schools*

Complete Precincts: 405 of 405

Steven D. Herrington	90,967	98.4%
Write-in candidate(s)	1,509	1.6%

District Attorney

Complete Precincts: 405 of 405

Jill Ravitch	85,580	74.4%
Scott J. Murray	29,051	25.3%
Write-in candidate(s)	398	0.3%

PROP 70 - Greenhouse Gas

Complete Precincts: 405 of 405

Yes	37,387	31.1%
No	82,804	68.9%

*County Supervisor
2nd District*

Complete Precincts: 65 of 65

David Rabbitt	20,693	97.8%
Write-in candidate(s)	475	2.2%

PROP 71 - Ballot Measure

Complete Precincts: 405 of 405

Yes	99,067	81.1%
No	23,122	18.9%



*PROP 72 - Property Tax:
Reassessment*

Complete Precincts: 405 of 405

Yes	108,502	86.6%
No	16,823	13.4%

*Measure E - Coast Life
Support District*

Complete Precincts: 8 of 8

Yes	862	91.4%
No	81	8.6%

*Measure 3 - Regional
Measure Toll Increase*

Complete Precincts: 405 of 405

Yes	67,006	53.4%
No	58,556	46.6%

*Registration and Turnout
Sonoma County*

Complete Precincts: 405 of 405

Total Registered Voters	270,540	
Precinct Registration	270,540	
Precinct Ballots Cast	24,322	9.0%
Absentee Ballots Cast	110,136	40.7%
Total Ballots Cast	134,458	49.7%

*Measure A - West Sonoma
School District 55% Bond*

Complete Precincts: 74 of 74

Bonds Yes	11,551	64.7%
Bonds No	6,310	35.3%

*Measure B - Alexander VI
School District 55% Bond*

Complete Precincts: 4 of 4

Bonds Yes	201	60.5%
Bonds No	131	39.5%

*Measure C - Harmony Unio
School District 55% Bond*

Complete Precincts: 6 of 6

Bonds Yes	1,228	65.6%
Bonds No	643	34.4%



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: Sonoma County Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): District Attorney

Staff Name and Phone Number:

Renate Amantite, x3150

Supervisorial District(s):

All

Title: District Attorney Victim Claims

Recommended Actions:

Resolution authorizing the District Attorney to sign an Agreement between the California Victim Compensation Board and the County of Sonoma to continue the Sonoma Victim Compensation unit for the term of July 1, 2018 through June 30, 2021, in the amount of \$1,047,084.

Executive Summary:

In fiscal year 1986-1987 the Sonoma County Victim Claims Unit was established in partnership with the Office of Criminal Justice Planning (now the California Office of Emergency Services; CalOES) and the California State Board of Control (now California Office of Victim Compensation Board, CalVCB) to process claims for the reimbursement of certain state approved victim related expenses and losses. The unit consists of a Victim Claims Supervisor, two Victims Claims Specialists, and a part-time Legal Processor. The California Victim Compensation Board provides the majority of the funding for the salary and benefits of the Victim Claims Unit, currently \$349,028 annually and \$1,045,334 for a three year period. Funding has been unchanged from 2012-2021.

Discussion:

Programmatic oversight for the Victim Claims work and the staff is provided by the California Victim Compensation Board agency in Sacramento. The Sonoma County Victim Witness Advocates work with victims to educate victims on reimbursable expenses and losses and helps them complete reimbursement applications. The Claims Processing unit then evaluates the eligibility of the claims filed and works with the state agency to submit the applications for state reimbursement to the victims. To be eligible for assistance, a person must be a victim of a qualifying crime involving physical injury, threat of physical injury, or in certain crimes, presumed injury. Applicants must also meet other eligibility requirements, including residency, cooperation with law enforcement, and they must not have had any involvement or participation in the crime.

Over the years, the funding provided for this program has not risen to meet the continuous increase in personnel and operating expenses. General funds are required each year to supplement the cost increases. Current CalVCB funding covers 70-75% of the program costs. The District Attorney Office has submitted formal requests to CalVCB to request an increase in funding and has been advised no additional funding is available.

Prior Board Actions:

Agreements with the California Victim Compensation Board have received Board of Supervisor approval since 1986

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

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$349,028	\$349,028	\$349,028
Additional Appropriation Requested			
Total Expenditures	\$349,028	\$349,028	\$349,028
Funding Sources			
General Fund/WA GF	\$116,333	\$127,967	\$139,892
State/Federal	\$349,028	\$349,028	\$349,028
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$465,361	\$476,995	\$488,920

Narrative Explanation of Fiscal Impacts:

Funds for FY 18-19 are included in the FY18-19 Proposed Budget. If the program is renewed in FY19-20 and FY20-21 the funding amounts will be included in those budgets.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
One Resolution – two stamped originals required by CalVCB CalVCB Contract
Related Items “On File” with the Clerk of the Board:



County of Sonoma
State of California

Date: July 24, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
authorizing the District Attorney to sign an Agreement between the California Victim
Compensation Board and County of Sonoma for Victim Claims Services for the term of July 1,
2018 through June 30th, 2021**

Whereas, the Sonoma County District Attorney desires to continue a certain program designated as the Sonoma County Victim Claims Processing program

Whereas, the California Victim Compensation Board will provide Sonoma District Attorney's Office "Joint Powers" funding for the purpose of verification of victim claims; and

Whereas, the California Victim Claims Board has allocated \$1,047084 for the term of July 1, 2018 through June 30, 2021.

Now, Therefore, Be It Resolved that the District Attorney of the County of Sonoma is authorized, on its behalf to sign the "Joint Powers" agreement with the California Victim Compensation Board to receive funding for Victim Claim Services, and is authorized to execute an Agreement with the California Victim Compensation Board, and is further authorized to sign for the purpose of making any extensions or amendments thereof.

Be It Further Resolved that state funds received hereunder shall not be used to supplant local funds that would, in the absence of the California Victim Witness Assistance Program, be made available to support assistance to the victims of crime.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution #

Date:

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AGREEMENT NUMBER VC-8063
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
CALIFORNIA VICTIM COMPENSATION BOARD
 CONTRACTOR'S NAME
COUNTY OF SONOMA DISTRICT ATTORNEY'S OFFICE

2 The term of this Agreement is: **JULY 1, 2018** through **JUNE 30, 2021**



3. The maximum amount of this Agreement is: **\$1,047,084.00**
 One Million, forty seven thousand and eighty four dollars

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

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	4 Pages
Attachment III – CalVCB Fraud Policy (Memo 17-004)	3 Pages
Attachment IV – Training Request Form	2 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Password Policy (Memo 17-012)	6 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	2 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Sonoma District Attorney's Office		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING Julie Nauman, Executive Officer		
ADDRESS 400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

Exempt per:

**EXHIBIT A
SCOPE OF WORK**

The Contractor agrees to provide to the California Victim Compensation Board (CalVCB) services as described herein:

1. The data entry, verification, and processing of claims for the unreimbursed financial losses of victims of crime.
2. The Contractor shall verify and process applications and bills pursuant to the statutes, regulations, policies and directives of CalVCB.
3. The Contractor shall only use information collected under this contract for the purpose of verifying and processing claims.
4. The data entry, verification and processing of all applications and bills shall be performed by persons who have completed all required training provided by CalVCB, and who have been certified by CalVCB as qualified to perform such duties.
5. If an overpayment is identified as a result of an error the Contractor made, the Contractor shall follow the processes, policies and directives of CalVCB.
6. The Contractor shall administer emergency expenses under Government Code section 13952.5, subdivision (c) pursuant to a separate Revolving Fund contract.
7. The Contractor shall conduct data entry verification and review for applications and bills related to crimes that occurred in the following counties: Sonoma
8. CalVCB may at its sole discretion, redirect workload (1) from CalVCB to a Contractor or (2) from one Contractor to another Contractor or (3) from a Contractor to CalVCB. The Contractor may, with approval from the Deputy Executive Officer of the Victim Compensation Division at CalVCB, or the Deputy Executive Officer's designee, establish Memorandums of Understanding (MOU) to conduct data entry, verification, and review for applications and bills received from other counties.
9. The Contractor will use CalVCB's automated claims management system, known as the Compensation and Restitution System (Cares2), to perform the work under this contract. The Contractor shall ensure that all contracted staff persons performing duties under this contract comply with CalVCB guidelines, procedures, directives, and memos pertaining to the use of the Cares2 system.
10. The Contractor shall follow the processes, policies and directives of CalVCB when monies owed to the Restitution Fund in the form of liens and overpayments is identified.

**EXHIBIT A
SCOPE OF WORK**

11. The Contractor shall also provide any paper application, bill or other related documents in its possession to CalVCB or its agent(s) on demand.
12. The Contractor shall maintain the highest customer service standards, and shall ensure that applications and bills are processed accurately and efficiently, that applicants receive prompt responses to their inquiries, and are treated with sensitivity and respect. Should CalVCB communicate to the Contractor any compliance issues or concerns about the foregoing, the Contractor shall respond to CalVCB within a reasonable time as requested by CalVCB. The Contractor shall demonstrate and apply trauma-informed principles and practices when communicating verbally and in writing with recipients of services.

13. The services shall be performed at:

County of	
Office	
Address	
City, State, Zip	

14. The services shall be provided during regular business hours, as defined in the State Administrative Manual section 0180 and Government Code section 11020, Monday through Friday, except government holidays. At the beginning of each fiscal year, the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the CLASS Manager or designee in advance for any temporary changes in schedule or operating hours.
15. The Contractor shall provide outreach and training activities for stakeholders and members of the public within the designated service area to the extent that such activities do not adversely affect the Contractor's ability to conduct data entry, verification, and review of applications and bills. When conducting outreach or training activities, the Contractor shall inform CalVCB and utilize CalVCB resource materials.
16. The Contractor shall use forms and processes as required by CalVCB. Forms, letters or other documentation created by the Contractor and intended for the public, shall be submitted to CalVCB for review and approval prior to use.

17. The project representatives during the term of this agreement will be:

State Agency:	California Victim Compensation Board	Contractor:
Name:	Dionne C. Bell-Rucker, County Liaison and Support Section	Name:

**EXHIBIT A
SCOPE OF WORK**

Manager	
Phone: (916) 491-3512	Phone:
Fax: (916) 491-6435	Fax:

Direct all inquiries to:

State Agency: California Victim Compensation Board	Contractor:
Section/Unit: Business Services Branch	Section/Unit:
Attention: Ryan Metzger, Contract Analyst	Attention:
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address:
Phone: (916) 491-3877	Phone:
Fax: (916) 491-6413	Fax:

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, CalVCB agrees to compensate the Contractor for actual expenditures permitted by the terms of this contract, as reflected in Exhibit B1, Budget.
- Invoices shall include the county name, contract number, month/year and time sheets or attendance records, including the employee name, position/classification, and time base, fringe benefit amounts and other expenses. Invoices and timesheets/attendance records should be submitted no later than the 30th day of the month following the month in which the expenses were incurred. Invoices should be submitted to:

California Victim Compensation Board
Attn: Accounting
P. O. Box 1348
Sacramento, CA 95812-1348

- The Contractor shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2019 for fiscal year 2018/2019, after June 30, 2020 for fiscal year 2019/2020, and after June 30, 2021 for fiscal year 2020/2021. The final reimbursement to the Contractor shall be contingent upon the receipt and approval of this closeout invoice by CalVCB.

2. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, CalVCB shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CalVCB shall have the option to either terminate this agreement with no liability to CalVCB, or offer an amendment of this agreement to the Contractor to reflect the reduced amount.

The Contractor shall be paid by CalVCB from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this agreement are not to be used for other services to victims

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

and shall not be used to supplant those currently provided by county funds, or grants administered by the California Emergency Management Agency.

3. PROMPT PAYMENT CLAUSE

CaVCB shall pay all properly submitted, undisputed invoices within forty-five (45) days of receipt, in accordance with Chapter 4.5 of the Government Code beginning with section 927.

4. COST LIMITATION

The total amount of this agreement shall not exceed \$349,028.00 for fiscal year 2018/2019, \$349,028.00 for fiscal year 2019/2020, and \$349,028.00 for fiscal year 2020/2021. Funding shall be contingent upon availability of funds and shall be at the sole discretion of CaVCB. The funding of this contract may be changed by written amendment to the contract, upon approval of CaVCB.

The Contractor shall submit a budget for Fiscal Year 2018/2019 with this contract. The Contractor shall submit a proposed budget for Fiscal Year 2019/2020, no later than April 1, 2019 and for Fiscal Year 2020/2021, no later than April 1, 2020. The CLASS Manager shall provide written approval of the proposed budget(s) and any subsequent modification(s).

5. REDUCTION OF CONTRACT AMOUNT

CaVCB reserves the right to reduce the amount in the contract if CaVCB's fiscal monitoring indicates that the Contractor's rate of expenditure will result in unspent funds at the end of the program year or when deemed necessary.

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. PERSONNEL SERVICES AND WORKLOAD

- a. The Contractor shall submit by mail, email, or fax to CalVCB, in accordance with state law, a signed Statement of Economic Interests (Form 700) for each staff member performing work under this contract who is responsible for recommending an initial eligibility or payment decision, and for each person in a supervisory position over such staff members. The Form 700 must be mailed, emailed or faxed within five (5) business days of hiring new staff and, thereafter, must be submitted on an annual basis. The Contractor shall submit Form 700 no later than 30 days from CalVCB's request each year. Upon the resignation or termination of a staff person as described in this paragraph, the Contractor shall submit a final Form 700 within ten (10) business days.
- b. The Contractor shall obtain written authorization prior to filling vacant or new positions related to this contract, reassigning personnel to or from the workgroup funded by this contract, or changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval of such requests will be based upon CalVCB's review of the Contractor's workload, performance, and availability of funds. Personnel assigned to this contract shall possess the appropriate knowledge, skills and abilities to successfully perform the work. Hiring, transfers, or promotions of key personnel, such as program Managers, Supervisors and Leads must be approved in writing by the CalVCB CLASS Manager.
- c. The Contractor shall notify CalVCB when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two weeks. When the staff person is on leave, including vacation, sick, and annual leave, CalVCB shall compensate the Contractor for that period of time only if the staff person accrued leave during the time the staff person was assigned to perform the functions described in this contract. Further, the Contractor agrees to provide, at CalVCB's request, documentation verifying leave accrued under the agreement.
- d. The Contractor shall ensure that staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not also collect restitution or serve as a restitution specialist or victim advocate, with the exception of the director of the county victim assistance program.
- e. The Contractor shall budget no more than 20% of the salary and benefits for the director of the county victim assistance program as part of this contract, unless prior written authorization is obtained from the Deputy Executive Officer of the Victim Compensation Division or the Deputy Executive Officer's designee. The

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

Contractor will also obtain prior written authorization from the Deputy Executive Officer of the Victim Compensation Division or the Deputy Executive Officer's designee before including the salaries of any other administrative staff who are not directly involved in functions under this contract or the supervision of staff fulfilling functions under this contract in the budget.

- f. In addition, the Contractor shall obtain prior written permission from the Deputy Executive Officer of the Victim Compensation Division or the Deputy Executive Officer's designee if staff persons assigned to functions under this contract will perform any other county function. Should the Contractor assign a staff person to perform functions other than those described in Exhibit A, the Contractor shall request written authorization ten (10) days prior to the staff person beginning other county functions. CalVCB shall not reimburse the Contractor for other duties performed outside the scope of the contract.
- g. For each staff member performing services under this contract, the Contractor shall provide the name, business address, telephone number and email; the job title and description of duties; the name of his or her supervisor; the names of any staff supervised; and any other information as required by CalVCB. The Contractor shall also provide contact information for individual county victim assistance centers and advocate staff in any centers in other counties which send applications directly to the Contractor. The Contractor shall update the information anytime a change is made.

To mail requests and correspondence related to this section of the contract, send to: County Liaison and Support Section, California Victim Compensation Board, P.O. Box 3036, Sacramento, CA 95812-3036.

2. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for CalVCB shall not:

- 1. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under CalVCB.
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Disclose any confidential information to anyone, including, but not limited to, victim advocates, community-based organizations, law enforcement, prosecutors and others, except as required by law or authorized by the CalVCB. Confidential

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

information includes, but is not limited to, information about applicants, applications, crime documentation and other documents associated with applications.

- e. Provide or use the names of persons or records of CalVCB for a mailing list, which has not been authorized by CalVCB.
- f. Represent himself or herself as a CalVCB employee.
- g. Take any action with regard to a victim compensation claim or restitution matter with the intent to obtain private gain or advantage.
- h. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
- i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the contract and is done in an appropriate manner.

All confidential information obtained during the performance of the contract duties shall be held in strict confidence.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to CalVCB is made aware of and abides by these provisions. If an assigned staff person is unwilling or unable to abide by these provisions, the staff person shall no longer be assigned to perform the services required by the contract and that person's salary will not be paid by CalVCB.

3. PERFORMANCE ASSESSMENT

CalVCB shall assess and evaluate the Contractor's performance in a manner consistent with those assessments and evaluations currently in place for CalVCB's claims processing staff.

- 2. CalVCB shall monitor performance under the contract and periodically report performance to the Contractor.
- 3. CalVCB reserves the right to revoke access to CalVCB's database of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by CalVCB or who does not comply with the contract provisions. Any Contractor's staff whose access has been revoked shall no longer be authorized to process claims and the staff person's position will no

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

longer be funded by CalVCB. The Contractor will provide replacement staff, contingent upon approval by CalVCB CLASS Manager or designee.

4. CalVCB shall set performance and production expectations or goals related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to, time frames for completion of work, amount of work to be completed within given time frames, and standards for the quality of work to be performed. CalVCB will provide written notice of performance and production expectations to the Contractor. If the Contractor fails to achieve performance and production expectations set by CalVCB as set forth in the written notice, CalVCB reserves the right to reduce the amount of the contract or terminate the agreement upon 30 days' notice.
5. CalVCB shall require county supervisors to utilize production, aging and workload reports provided by CalVCB, to maintain the level of production as outlined by CalVCB. The Contractor shall inform the CLASS Manager or designee of performance or other staffing issues immediately upon identification.

4. PROGRAM EVALUATION AND MONITORING

The Contractor shall make available to CalVCB, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

5. JOB-REQUIRED TRAINING

CalVCB may reimburse salaries, benefits and travel costs for the Contractor's staff to attend job-required training, meetings, hearings, conferences or workshops. All such costs are included within the maximum agreement amount as reflected in the attached budget.

The Contractor shall obtain prior written authorization from CalVCB to attend trainings, meetings, hearings, conferences or workshops that are not job-required. The request is to be submitted on the Training Request Form (Attachment IV to this contract) and must be forwarded to the CLASS Manager or designee for approval prior to the training date. Approval for reimbursement for the requested training is at the discretion of CalVCB.

6. MOVING

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

6. CalVCB shall not reimburse any costs associated with the relocation of the Contractor's staff performing under this contract.
7. The Contractor shall obtain written authorization from CalVCB to relocate computer terminals far in advance as possible before any planned move. The request should be emailed to the CLASS Manager or designee for approval.
8. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
9. The Contractor's Information Technology Department must notify CalVCB's Information Technology Section and CLASS of any change of a public internet protocol (IP) address within one business day.
10. Failure of the Contractor to obtain prior authorization to relocate a computer may result in the Contractor's inability to perform functions of the contract for a period of time. CalVCB will not reimburse the Contractor for lost production time.

7. EQUIPMENT

- a. Written request and approval prior to purchase

The Contractor shall obtain prior written authorization from CalVCB in the acquisition of any/all equipment (capitalized assets), including "modular furniture", even though funding may have been previously requested and made part of the budget. CalVCB reserves the option of not reimbursing the Contractor for equipment purchases that are not approved in writing prior to purchase.

The Contractor shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII to this contract) to the attention of the County Liaison and Support Section, California Victim Compensation Board, P. O. Box 3036, Sacramento, CA 95812-3036.

If new equipment is purchased the County will be sent an Asset Identification Form (Attachment IX) and affix an asset tag to the equipment.

- b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual section 4819.2) including input and output devices with software as well as monthly maintenance fees and installation, as deemed necessary by CalVCB, shall be provided and/or reimbursed by CalVCB. Specifically, if CalVCB purchases equipment, then CalVCB will configure, install,

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

and provide support for equipment and operating software. If the Contractor purchases equipment, then the Contractor is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service agreement with the vendor. The Contractor is responsible for budgeting dollars through this contract to cover those support and/or maintenance service agreement costs. CalVCB is not a party to such contract.

All equipment purchased or reimbursed under this contract, regardless of whether CalVCB or the Contractor purchased it, shall be the property of CalVCB and shall be identified with a state identification number. The Contractor shall ensure that no one other than a staff person who performs duties under this contract uses CalVCB equipment. The Contractor is responsible for maintaining equipment in such fashion that any warranties are not voided.

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that State funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights.

The Contractor agrees to apply security patches and upgrades, and keep virus software up-to-date on any machine on which CalVCB data may be used.

CalVCB requires the Contractor to purchase a maintenance agreement that provides on-site support within 24 hours.

All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

CalVCB reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software, equipment, and computers, to ensure they are patched, used and operating in a manner consistent with State policy and the terms of this contract. All personal computers should be using the following hardware, or an approved equivalent, which is the current standard for CalVCB:

Intel 4th Generation Multi-Core i7 Processor
8 GB Ram
500 GB Hard Drive
Network Port
USB Port(s)
24" Flat Screen Monitor
USB Keyboard
USB Mouse or Trackball

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

The Contractor shall obtain prior written authorization from CalVCB prior to installing any equivalent or additional software on CalVCB purchased or reimbursed equipment. Requests should be immediately directed to the CLASS Manager or designee.

8. OPERATING EXPENSES

- a. The Contractor may charge expenses to various line-item allocations as part of its operating expenses such as rent, utilities, postage, and telephone, etc. Such expenses are generally identified as "direct costs". The Contractor shall ensure that expenses that are classified as "direct cost" are not also included in the "indirect cost" or "overhead" categories. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item. CalVCB reserves the right to deny any expenses that are deemed ineligible by the state.
- b. The Contractor shall submit, upon CalVCB's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records, which substantiate the propriety of such charges.
- c. The total amount budgeted for operating expenses, including direct and indirect expenses, shall not exceed 18% of the entire amount awarded.

The Contractor shall obtain written approval prior to modifications being made to the line items under the operating expense category such as an increase to rent or offsetting savings from one line item to another. Requests should be directed to the CLASS Manager or designee.

9. PERFORMANCE PERIOD AND CONTRACT RENEWAL

The period of performance for the contract shall be for three (3) years from July 1, 2018 through June 30, 2021.

10. INVENTORY

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, reimbursed or paid for under this contract shall remain the property of CalVCB and shall bear identification tags supplied by CalVCB. The Contractor shall prepare an equipment inventory listing using the County Inventory Form (Attachment VIII) in July of each year for the term of this contract. The completed forms shall be submitted by e-mail to their assigned CLASS analyst. Inventory listings not submitted by end of July each year shall result in a delay in payment of submitted invoices.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

In the event of termination of this agreement, CalVCB shall take possession of its property. The Contractor shall hold those items identified in the inventory list in storage until CalVCB retrieves its property. Payment of storage and retrieval shall be the responsibility of CalVCB.

CalVCB reserves the right to request current and complete inventory listings, and to remotely access, for audit purposes, all IT equipment procured through this contract.

Any other arrangements for disposal or surplus of equipment requires approval from CalVCB's Business Services Branch. Counties must contact their assigned CLASS analyst to initiate this process.

11. CONFIDENTIALITY OF RECORDS

- a. All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by CalVCB (refer to CalVCB Information Security Policy Memo 17-008, Attachment I to this contract). This shall apply regardless of whether or not the services for such staff persons are paid for by CalVCB.
- b. CalVCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by CalVCB's Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or Legal Division.

CalVCB's Legal Division in Sacramento is to be immediately notified of any request made under the Public Records Act (PRA) (Gov. Code, §6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by CalVCB's Legal Division.

- c. The Contractor shall ensure that all staff are informed of and comply with the requirements of these provisions and any direction given by CalVCB. The Contractor shall complete and submit with their signed contract a Confidentiality Statement

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

signed by each employee performing work under this contract (Attachment II to this contract)

- d. The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB records by such staff persons.
- e. The Contractor shall annually submit to CalVCB the confidentiality statements (see Attachment II) signed by each staff member performing services under this contract, whose salary or a portion thereof is paid through this contract, or who supervises staff members performing services under this contract. Confidentiality statements must be submitted within ten (10) business days of the start date of new staff. The Contractor should submit via mail, email or fax confidentiality statements for all staff no later than July 30 of each year. Access to CalVCB claims management database will be granted upon receipt of the signed confidentiality statements.

To mail requests and correspondence related to this section of the contract, send to: County Liaison and Support Section, California Victim Compensation Board, P.O. Box 3036, Sacramento, CA 95812-3036.

- f. The Contractor will forward any PRA request or Information Practices Act (IPA) request received related to provision of services under this contract to CalVCB's Legal Division. The Contractor will not take action on any PRA or IPA request for CalVCB records without obtaining prior permission from CalVCB's Legal Division.

12. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all subpoenas for CalVCB records must be personally served on the California Victim Compensation Board at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Division. The Contractor must notify anyone attempting to serve a subpoena for records of this requirement. The Contractor may also contact CalVCB's Legal Division at 916-491-3605 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide CalVCB with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

13. RETENTION OF RECORDS

The Contractor shall retain all documents and records in hard copy related to applications entered into Cares2 for one year from the date the document is received. The Contractor shall retain all soft copies until confirmed uploaded into Cares2

The Contractor shall retain all records relating to the operation of this contract, including but not limited to, payroll, time-keeping, accounting records and electronic records, for seven years from the date the record is created. All electronically retained documents shall have the same legal effect as an original paper document.

14. SUBCONTRACTING

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

15. TERMINATION FOR CONVENIENCE

CalVCB or the Contractor reserves the right to terminate this agreement upon thirty (30) days written notice to the other. In such an event, the Contractor shall be compensated for actual costs incurred in accordance with the terms of the agreement up to the date of termination. Invoicing of the above-mentioned costs shall be submitted to CalVCB within thirty (30) calendar days of the date of termination.

16. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and CalVCB guidelines, procedures, directives and memos as they pertain to the performance of this agreement.

17. COMPLIANCE WITH CALVCB POLICY

The Contractor shall ensure that all staff assigned work related to this contract, review and comply with the requirements of CalVCB policies, including the CalVCB Fraud Policy (Attachment III), CalVCB Information Systems Security and Confidentiality Policy (Attachment X), Password Policy (Attachment VI), the CalVCB Privacy Policy (Attachment XII) and the Acceptable use of Technology Resources (Attachment XI).

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

CLASS will provide copies of the policies to the Contractor on July 1, along with an Acknowledgement of Policies Form (Attachment V), which must be signed by each county employee under this contract and returned to CLASS within 30 days of receipt.

18. SECURITY AND PRIVACY COMPLIANCE

The Contractor's staff assigned to perform services for CalVCB must adhere to the following provisions. Staff shall NOT:

- a. Attempt to access the Cares2 application from any location other than their assigned work location. Remote access is only permitted with prior written approval from the CalVCB Deputy Executive Officer of the Victim Compensation Division.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl+Alt+Delete).
- e. Leave documents with Personal Identifiable Information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- f. Visit untrusted websites or open any attachments or links from untrusted email.
- g. Uninstall or disable anti-virus software and automatic updates.
- h. Install any unauthorized or unlicensed software.
- i. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- j. Disclose any PII information to unauthorized users.
- k. Send any PII via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- l. Any virus attacks, security violations, and privacy breaches, should be immediately reported to the Contractor's Information Security Officer, the Contractor's CLASS Liaison and the CLASS Manager.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors, County of Sonoma

Board Agenda Date: July 24, 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):

Fourth and Fifth Districts

Title: Fire Protection Services Agreement with the City of Healdsburg for County Service Area #40 Dry Creek-Sotoyome and County Service Area #40 Fitch Mountain.

Recommended Actions:

Authorize the Chair to enter into an agreement with the City of Healdsburg for the City to provide fire protection services to County Service Area #40 Dry Creek-Sotoyome (\$119,532 a year), and County Service Area #40 Fitch Mountain (\$41,697 a year) from July 1, 2018, through June 30, 2019, for an amount not-to-exceed \$161,229.

Executive Summary:

County Service Area #40 (CSA #40) maintains annual contracts with the City of Healdsburg Fire Department to provide fire protection services to those areas of local responsibility not located within incorporated cities or fire protection districts located within the CSA #40 Dry Creek-Sotoyome and CSA #40 Fitch Mountain areas of Sonoma County. Under this agreement, the City of Healdsburg provides fire protection for all fire types, rescue and emergency medical services, and other fire department related services to these areas of CSA #40. In order to maintain current service levels, staff recommend renewing the contract for the fiscal year 2018-19.

Discussion:

CSA #40 Dry Creek-Sotoyome is located in the County's fire service area managed by Sonoma County Fire and Emergency Services. In 1997, CSA #40 Dry Creek-Sotoyome obtained voter approval for a special tax to fund enhanced fire services. A portion of that tax is used to cover the cost of a services agreement with the City of Healdsburg Fire Department for emergency services support, and this agreement is brought to the Board of Supervisors for approval by Fire and Emergency Services.

This agreement will continue the partnership between CSA #40 Dry Creek-Sotoyome and the Healdsburg Fire Department. This continuation will maintain emergency services in this area at the current level. This agreement is for a one (1) year term, fiscal year 2018-19. Fire and Emergency Services and the City of Healdsburg have recently executed the new fiscal year contract (Attachment 1). The CSA#40 Dry Creek-

Sotoyome portion of the agreement will cost \$119,532 for FY 2018-19. Due to staffing and recruiting limitations at Dry Creek-Sotoyome, it is not possible to provide this level of service without a support agreement with a partner agency.

The County has additionally contracted with the City of Healdsburg for fire and emergency services in the CSA #40 Fitch Mountain area since the early 1990's. The City of Healdsburg will provide all services during an emergency or fire. The County will provide fire prevention and investigative services on a regular basis. This portion of the agreement will cost \$41,697 for FY 2018-19.

Fiscal Impact

The combined cost for both areas is \$161,229 for FY 2018-19 and has been budgeted in the Fire and Emergency Services Department's FY 2018-19 budget. This agreement is for a one (1) year term, and may be terminated without cause at any time.

Prior Board Actions:

06/14/2016: Authorized Chair to enter into an agreement with the City of Healdsburg to provide fire protection to CSA #40 Dry Creek-Sotoyome and CSA #40 Fitch Mountain for FY 2015-16, 2016-17, and 2017-18.

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

This agreement provides for fire protection and emergency response services by the City of Healdsburg Fire Department to ensure the safety of the residents and properties within these areas.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$161,229		
Additional Appropriation Requested	-0-		
Total Expenditures	\$161,229		
Funding Sources			
General Fund/WA GF	-0-		
State/Federal	-0-		
Fees/Other	\$161,229		
Use of Fund Balance	-0-		
Contingencies	-0-		
Total Sources	\$161,229		
Narrative Explanation of Fiscal Impacts:			
The appropriations for the contract services are budgeted within the Fire and Emergency Services Department FY 2018-19 Budget: \$119,532 in the Dry Creek-Sotoyome Fire Service Area, and \$41,697 in the Fitch Mountain Fire Service Area.			
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:			
Sample Agreement (A1); City of Healdsburg Resolution No. 55-2018 (A2)			
Related Items “On File” with the Clerk of the Board:			
Agreement (4 Copies)			

S:\BOS AGENDA\Fire\Healdsburg\FY 18-19\07-24-2018 FES Healdsburg Sotoyome-Fitch Mtn 18-19 Agree_Summ.docm

**AGREEMENT BETWEEN THE COUNTY OF SONOMA AND THE CITY OF
HEALDSBURG RELATING TO FIRE PROTECTION SERVICES**

THIS AGREEMENT is made by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "**COUNTY**"), and the City of Healdsburg, a California municipal corporation (hereinafter "**CITY**"), as of _____, 2018.

WITNESSETH

WHEREAS, **CITY** maintains a fire department capable of providing fire protection; and

WHEREAS, **COUNTY** has heretofore contracted with local fire protection districts and cities to provide fire protection services to those areas of local responsibility not located within incorporated cities or fire protection districts; and

WHEREAS, it is desirable for **COUNTY** to contract with **CITY** to provide fire protection services to areas located within Zone FS – Dry Creek—Sotoyome of County Fire Service Area No. 40, (hereinafter "Zone FS-Dry Creek-Sotoyome") and Zone FS- Fitch Mountain of County Fire Service Area No. 40, (hereinafter "Zone FS-Fitch Mountain"); and

WHEREAS, **CITY** has the equipment and personnel and is willing to provide such services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, **COUNTY** and **CITY** mutually agree as follows:

- I. The foregoing recitals are true and correct and are incorporated herein by reference.
- II. **CITY** shall provide fire protection for all fire types, rescue and emergency medical services, and other fire department related services within Zone FS-Dry Creek-Sotoyome and Zone FS-Fitch Mountain.
- III. **CITY** agrees to maintain a roster of active firefighters, paid or reserve, to perform the services required pursuant to this Agreement. Firefighters shall be deemed agents or employees of **CITY** and shall not be deemed agents or employees of **COUNTY**. Such firefighters shall be under the direction and control of the Fire Chief of **CITY**. **CITY** at its own expense shall provide Workers' Compensation Insurance for all active firefighters shown on said roster of firefighters.
- IV. **CITY** agrees to maintain its current firefighting equipment and to make such equipment available on a 24-hour basis, normal time for maintenance and repair excepted, to perform such services required pursuant to this Agreement. Any such equipment acquired pursuant to this Agreement shall be made available for fire protection as set forth in this Agreement. Such equipment when acquired shall be deemed the property of the **CITY**.
- V. **CITY** shall respond to all calls for fire, rescue and emergency medical service, and other events requiring fire department services that originate within Zone FS-Dry Creek-Sotoyome and Zone FS-Fitch Mountain, including those calls found to be caused by a negligent act in which a responsible party is identified. For incidents clearly found to involve a negligent act, **COUNTY**, if requested by the **CITY**, shall perform recovery of the **CITY'S** cost for responding to such incidents.
- VI. **CITY** agrees to establish and maintain command, control and coordination of all emergency response activities within Zone FS Dry Creek-Sotoyome and Zone FS Fitch Mountain.

VII. **COUNTY** agrees to provide a Fire Command Officer and Rehabilitation Support Unit to fires and large incidents as part of the Unified Command and to provide support at the direction of the incident commander. **COUNTY** agrees to perform fire prevention and fire investigation services within Zone FS-Dry Creek-Sotoyome and Zone PS-Fitch Mountain. All fire investigation activities shall be coordinated with the incident commander.

VIII. **CITY** agrees to document all response activities within Zone FS-Dry Creek-Sotoyome and Zone PS-Fitch Mountain. All records will be documented by the **CITY** with FIREHOUSE Software and using California FDID 49080 and made available monthly to the **COUNTY**.

IX. Redwood Empire Dispatch Communications Authority (**REDCOM**) serves as the dispatch for both the **COUNTY** and the **CITY**, and the Fire Chiefs from both the **COUNTY** and **CITY** shall coordinate the development of resource deployment plans entered in the Computer Assisted Dispatch system (**CAD**) for responses to Zone FS-Dry Creek-Sotoyome and Zone PS-Fitch Mountain.

X. Nothing in this Agreement is intended to affect the legal liability of either party to this Agreement by imposing or requiring any standard of care different than that provided by or existing in applicable law.

A. Neither party shall have any liability for failure or refusal to furnish mutual aid assistance, or for recalling or releasing resources in accordance with the terms of this Agreement. Neither party shall make a claim against the other for refusal to provide mutual aid assistance.

B. No debt, liability, or obligation of one party shall be the debt, obligation, or liability of the other party. Each party shall be responsible for its own acts and/or omissions.

C. Each party shall be responsible for injuries or death to its own personnel to the extent required by law. Each party, to the extent it is at fault, shall be responsible for damage to or loss of equipment while acting within the scope of this Agreement.

D. Each party shall procure and maintain at its own cost such insurance as is required by applicable federal and state law and as may be appropriate and reasonable in its discretion, to cover its personnel, equipment, vehicles and property, including, but not limited to, liability insurance, workers' compensation, unemployment insurance, automobile liability and property damage. Each party may self-insure when appropriate.

E. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, **CITY** and **COUNTY** agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead, pursuant to Government Code Section 895.4, each party shall fully indemnify, defend and hold the other party, its elected and appointed officials, officers, employees and agents, harmless from any claim, expense or cost (including court costs and reasonable attorneys' fees), damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its elected and appointed officials, officers,

employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this Agreement. Neither party, nor either party's elected and appointed officials, officers, employees or agents, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party hereunder. The parties' obligations pursuant to this Paragraph X.E. shall survive the expiration or termination of this Agreement as to activities occurring or being carried out during the term of this Agreement in the performance of this Agreement.

XI. The term of this Agreement shall be for a one (1) year term, commencing on July 1, 2018, and expiring at midnight on June 30, 2019, unless terminated sooner, as herein provided.

XII. **COUNTY** shall pay to **CITY** an amount equal to One Hundred Fifteen Thousand, Eight Hundred and Fourteen Dollars (\$119,532) for Zone FS-Dry Creek-Sotoyome and Forty Thousand, Four Hundred Dollars (\$41,697) for Zone FS-Fitch Mountain for a total payment of One Hundred Fifty-Six Thousand, Two Hundred and Fourteen (\$161,229) for fiscal year 2018-19. Such sum shall be paid to **CITY** in two installments: the first installment shall be paid on or before November 30 of the applicable fiscal year, and the second installment shall be paid on or before April 30 of the applicable fiscal year. In addition to these sums, **COUNTY** shall pay to the **CITY** any amounts collected by **COUNTY** for those calls found to be caused by a negligent act in which a responsible party is identified pursuant to Paragraph V, above. All claims for payment under this Agreement must be submitted to **COUNTY**, at least thirty (30) days prior to scheduled payment, and shall be accompanied by a listing of the emergency responses the **CITY** was dispatched to in the Zone FS-Dry Creek-Sotoyome and Zone FS-Fitch Mountain during the preceding period, by type of incident, date, time of incident, and location.

XIII. **COUNTY** agrees to pay **CITY** all actual costs of labor and parts for repair or replacement of equipment and apparatus (excluding normal repair and maintenance) due to damage arising from incident response within Zone FS-Dry Creek-Sotoyome and Zone FS-Fitch Mountain, unless the damage was caused by the sole negligence of **CITY**, its employees, or agents.

XIV. Nothing in this Agreement shall prohibit **CITY** or **COUNTY** from entering into additional agreements relating to mutual aid response for fire protection with any other agency; provided, however, that any such agreement requiring a first alarm response by one of the parties to this Agreement to an area located within Zone FS-Dry Creek-Sotoyome and Zone FS-Fitch Mountain shall not be made without the prior written approval of the other party to this Agreement.

XV. This Agreement may be terminated (with or without cause) upon ninety (90) days' prior written notice given by one party to the other. Any amounts that remain due and payable to **CITY** under this Agreement on the date of termination shall be prorated and paid to **CITY** based upon the proportion that the number of days of service performed under this Agreement bears to three hundred sixty-five (365) days, and any amount paid by **COUNTY** to **CITY** in advance of services performed by **CITY** shall be refunded to **COUNTY** based upon a proration as provided above.

XVI. All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand, or mailed by United States mail, postage prepaid, or by certified or registered mail, addressed to the parties at the addresses set forth below or to such other addresses as may from time to time be designated in writing:

To **CITY**: Fire Chief Jason Boaz
Healdsburg Fire Department

601 Healdsburg Ave.
Healdsburg, CA 95448

To **COUNTY**: Interim Director Jim Colangelo
Sonoma County Fire and Emergency Services
2300 County Center Dr., Suite 220B
Santa Rosa, CA 95403

XVII. The parties agree to meet and confer in good faith over any issue not expressly described herein, as necessary to further the purposes of this Agreement.

XVIII. If any term or provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall continue in full force and effect.

XIX. The parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.

XX. This Agreement, including any exhibits attached hereto and incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or understandings, oral or written, between the parties in this regard.

XXI. The Parties may amend this Agreement only by a writing signed by both of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.

CITY OF HEALDSBURG:

COUNTY OF SONOMA:

By: _____
David Mickaelian, City Manager

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

Date: _____

By: _____
Director Fire and Emergency Services
Department

By: _____
Heather Ippoliti
Assistant City Manager

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
Jason Boaz, Fire Chief

By: _____
County Counsel

Date: _____

Date: _____

ATTEST:

By: _____
Chair, Board of Supervisors

By: _____
Maria Curiel, City Clerk

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board of Supervisors

By: _____
Samantha Zutler, City Attorney

2603750.1

CITY OF HEALDSBURG

RESOLUTION NO. 55-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEALDSBURG APPROVING THE AGREEMENT BETWEEN THE COUNTY OF SONOMA AND THE CITY OF HEALDSBURG RELATING TO FIRE PROTECTION SERVICES

WHEREAS, the City of Healdsburg maintains a fire department capable of providing fire protection; and

WHEREAS, the County of Sonoma has heretofore contracted with local fire protection districts and cities to provide fire protection services to those areas of local responsibility not located within incorporated cities or fire protection districts; and

WHEREAS, it is desirable for the County of Sonoma to contract with the City of Healdsburg to provide fire protection services to areas located within Zone FS-Fitch Mountain and Zone FS-Dry Creek-Sotoyome of County Fire Service Area No. 40; and

WHEREAS, the City of Healdsburg has the equipment and personnel and is willing to provide such services; and

WHEREAS, the term of this agreement shall be for 1 year commencing on July 1, 2018 and expiring at midnight on June 30, 2019 unless terminated sooner, as provided in the agreement; and

WHEREAS, the County of Sonoma shall pay to the City of Healdsburg an amount equal to \$161,229 for fiscal year 2018-19; and

WHEREAS, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment; and therefore, is not a project for purposes of CEQA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Healdsburg hereby:

1. Approves an agreement between the County of Sonoma and the City of Healdsburg relating to fire protection services; and
2. Finds, pursuant to Title 14, the California Code of Regulations, Section 15378(b)(5) of the California Environmental Quality Act ("CEQA") guidelines, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment; and therefore, is not a project for purposes of CEQA.

Resolution No. 55-2018

Page 2

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Healdsburg this 18th day of June, 2018 by the following vote:

AYES: Councilmembers: (5) Gold, Hagele, McCaffery, Naujokas and Mayor Mansell

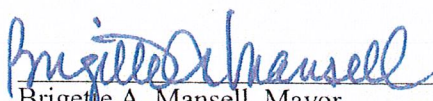
NOES: Councilmembers: (0) None

ABSENT: Councilmembers: (0) None

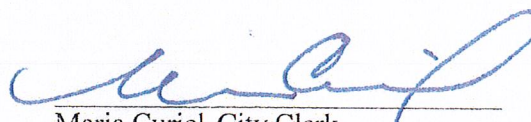
ABSTAINING: Councilmembers: (0) None

SO ORDERED:

ATTEST:

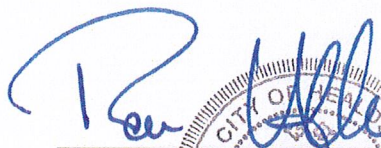


Brigitte A. Mansell, Mayor

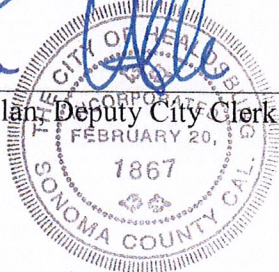


Maria Curiel, City Clerk

I, RAINA ALLAN, Deputy City Clerk of the City of Healdsburg, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 55-2018 adopted by the City Council of the City of Healdsburg on the 18th day of June, 2018.



Raina Allan, Deputy City Clerk





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, County of Sonoma

Board Agenda Date: July 24, 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: Agreement with the Sonoma County Junior College District for Volunteer Firefighter Skills Training Services

Recommended Actions:

Authorize the Interim Director of Fire and Emergency Services to enter into an agreement with the Sonoma County Junior College District to provide Volunteer Fire Skills training services for CSA #40 Volunteer Firefighter Academy trainees from September 1, 2018 through March 23, 2019 for an amount not-to-exceed \$9,873.

Executive Summary:

The Sonoma County Fire and Emergency Services Department maintains an annual contract with the Sonoma County Junior College District to provide Volunteer Fire Skills and Advanced Volunteer Fire Skills training services for volunteer firefighter recruits applying to volunteer with County Service Area #40 Volunteer Fire Companies. The County wishes to renew the agreement for the 2018-19 school year beginning in September 2018 through March 2019.

Discussion:

Sonoma County Fire and Emergency Services (County Fire) holds annual training for Volunteer Firefighter recruits through a partnership with Santa Rosa Junior College (Junior College) which is part of the Sonoma County Junior College District (District). The Volunteer Academy (Academy) is taught in two semesters, which consists of Volunteer Fire Skills (SRJC Course FIRE 107.1) held in the fall semester, and Advanced Volunteer Fire Skills (SRJC Course FIRE 107.2) held the following spring of each academic year.

Prospective Volunteer Firefighter recruits for CSA #40 Volunteer Fire Companies must complete and successfully pass both courses to be eligible to serve as volunteers.

County Fire oversees the Academies and provides instructors, facilitators, equipment, materials, course syllabus, day-to-day management support, and all other related overhead necessary to conduct affiliated educational programs. County Fire also maintains the student attendance and achievement records of

Academy participants during the courses, and the records are held by the Junior College as part of a permanent education record. Course offerings meet all appropriate State of California Code of Regulations Title 5 and State of California Education Code requirements, and all state and Federal volunteer firefighter training standards. The Junior College provides classroom facilities and training locations and assists with class registration, curriculum activities, and other student support services.

For training and education services provided by County Fire staff, the District will reimburse the County for a maximum of \$3,492 for administration of the Volunteer Fire Skills course (FIRE 107.1), and a maximum of \$6,381 for administration of the Advance Volunteer Fire Skills course (FIRE 107.2), upon submission of valid invoices. The total amount for both courses From September 1, 2018, through March 23, 2019, shall not exceed \$9,873. If the responsibility for providing support services to the VFC's is transferred to another entity, the management of this agreement will be subject to negotiations between the County and new entity as to who manages the agreement in the future.

Prior Board Actions:

None.

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

Proper training and education of volunteer firefighters provides safe, reliable, and effective fire response services to the residents of Sonoma County.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$9,873		
Additional Appropriation Requested			
Total Expenditures	\$9,873		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$9,873		
Use of Fund Balance			
Contingencies			
Total Sources	\$9,873		
Narrative Explanation of Fiscal Impacts:			
All costs associated with administering both courses for the 2018-19 academic year are fully reimbursed by the District and have no impact on the General Fund.			
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:			
Sample Agreement (A1)			
Related Items “On File” with the Clerk of the Board:			
None.			

S:\BOS AGENDA\Fire\SRJC Training Agreement\07-24-2018 FES SRJC Training Agree_Summ.docm

MASTER AGREEMENT BETWEEN
Santa Rosa Junior College District
AND
County of Sonoma, Fire and Emergency Services Department

This AGREEMENT is made and entered into by and between the Sonoma County Junior College District (hereinafter referred to as DISTRICT) and County of Sonoma, Fire and Emergency Services Department (hereinafter referred to as AGENCY), for the purpose of outlining the responsibilities of each party as they relate to providing affiliated educational courses for the Agency. DISTRICT & AGENCY agree as follows:

I. RESPONSIBILITIES OF THE DISTRICT

- A. DISTRICT shall offer approved educational courses through its various programs to meet the needs of the AGENCY.
- B. DISTRICT shall provide a coordinator to work with the AGENCY. Said coordinator shall act as the AGENCY co-director for all DISTRICT-affiliated educational courses. Under no circumstances, however, shall the coordinator have authority over the remaining operations of the AGENCY, including, but not limited to, personnel issues concerning AGENCY representatives, operational budget, or the use, maintenance or scheduling of AGENCY facilities.
- C. DISTRICT will ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance).
- D. DISTRICT shall assist the AGENCY in registration and other support services to students in order to adequately manage and control its course offerings.
- E. DISTRICT shall approve of the selection of instructors and facilitators and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of the DISTRICT.
- F. DISTRICT shall ensure that course offerings meet all appropriate State of California Code of Regulations Title 5 (hereinafter referred to as Title 5) and State of California Education Code (hereinafter referred to as Education Code) requirements.
- G. DISTRICT shall consult the AGENCY on any revisions to existing DISTRICT courses, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of the AGENCY.
- H. DISTRICT shall provide the use of its facilities, free of charge, for use by the AGENCY, on an as-needed, space-available basis for affiliated programs.
- I. DISTRICT shall attempt to provide use of said facilities during normal business hours.
- J. The DISTRICT has the primary right to control and direct the instructional activities of the instructor and shall demonstrate control and direction through such actions as providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its hourly instructors on campus.
- K. By signing this AGREEMENT, the DISTRICT certifies that it does not receive full compensation for direct education cost of the course from any public or private agency, individual or group.

II. RESPONSIBILITIES OF THE AGENCY

- A. AGENCY shall provide classroom space at the AGENCY for use as off-campus sites by the DISTRICT, free of charge for affiliated programs.
- B. AGENCY shall provide instructors, facilitators, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct the DISTRICT's affiliated educational programs.
- C. AGENCY shall cooperate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this contract conform to Education Code and Title 5 mandated standards governing instructional programs including minimum qualifications for instructors.
- D. AGENCY shall use the money received as compensation for services under this contract for educational and training related purposes as they relate to public safety courses.
- E. AGENCY shall assist the DISTRICT in collecting all enrollment fees associated with the class offerings under this contract.

F. Records of student attendance and achievement shall be maintained by the AGENCY. The AGENCY will maintain the confidentiality of all student records. Should any request for disclosure of student record information be made to the AGENCY or to any AGENCY employee or representative of the AGENCY and that request shall immediately be forwarded to the DISTRICT. Records will be open for review at all times by officials of the college and submitted on a schedule developed by the DISTRICT.

G. By signing this AGREEMENT, the AGENCY certifies that the instructional activity to be conducted will not be fully funded by other sources.

H. The AGENCY will provide each student a copy of the course syllabus in keeping with the approved course outline. The AGENCY will ensure that students enrolled under this AGREEMENT will be engaged in educational activities required of such students and shall be under the immediate supervision and control of qualified faculty of the DISTRICT as authorized by 5 CCR 58058(b) and as immediate supervision and control is defined in 5 CCR 58056.

III. THE EDUCATIONAL PROGRAM

A. The DISTRICT is responsible for the educational program that is the subject of this AGREEMENT.

B. Any instructor used for service under this AGREEMENT shall possess the minimum qualifications for instruction in the course and shall have any other applicable qualifications which are consistent with the teaching requirements of any similar course which is given by the DISTRICT. Such instructor shall teach the course in a manner consistent with the approved outline of record of this course if it is taught directly by the DISTRICT. The DISTRICT shall have the primary right to control and direct the activities of said instructor while he/she is performing services under this AGREEMENT.

C. Courses under this AGREEMENT will be held at facilities which are open to the public. Enrollment in said courses is available to all admitted limitations described in 5 CCR 58106. The DISTRICT's policy on open enrollment is published in its catalogue and class schedule as is information on whether courses covered by this AGREEMENT are offered for credit or are transferable. The DISTRICT's policy on nondiscrimination relates to the conduct of all courses under this AGREEMENT.

D. All courses under this AGREEMENT must have met any applicable approvals and standards, including any applicable approval by the Board of Trustees and the State Chancellor's Office.

E. The rules and regulations governing the withdrawal of students prior to completion of courses under this AGREEMENT shall be stated in the Santa Rosa Junior College catalog.

IV. PAYMENT FOR SERVICES

A. In consideration for the services provided hereunder DISTRICT shall pay AGENCY: A maximum of \$3,491.25 for (1) one Volunteer Fire Skills course (Fire 107.1) and \$6,381.00 for (1) one Advanced Fire Skills course (Fire 107.2)

B. DISTRICT shall pay the AGENCY upon submission of valid invoices.

C. Instructional hours are defined as those hours that are reported on the DISTRICT's CCFS-320, California Community Colleges Apportionment Attendance Reports, and are subject to audit by the DISTRICT's independent auditor and the California Community Colleges Chancellor's Office.

V. MISCELLANEOUS

A. If any of the provisions of this contract are found to be, or become contrary to State law or regulations or court decisions, DISTRICT and AGENCY agree that the contract shall be renegotiated as it relates to said provision, without affecting the balance or intent of this contract.

B. The DISTRICT agrees to indemnify and hold harmless the AGENCY and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising solely from DISTRICT's acts, errors or omissions and for any cost or expense incurred by the AGENCY on account of any claim therefore arising out of or alleged to arise out of or in any way connected with the making or performance of this AGREEMENT.

C. The AGENCY agrees to indemnify and hold harmless the DISTRICT and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising solely from AGENCY's acts, errors or omissions and for any cost or expense incurred by the DISTRICT on account of any claim therefore arising out of or alleged to arise out of or in any way connected with the making or performance of this AGREEMENT.

D. The term of this AGREEMENT shall be for a period of time commencing on September 1, 2018. This AGREEMENT may be extended for additional period of one (1) year or the dates changed upon agreement in writing by both parties. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, upon written notice given to the other party at least sixty (60) days prior to end of the term in which classes are currently in session. Notwithstanding the foregoing, this AGREEMENT may be terminated at any time by the DISTRICT, with or without cause, upon at least 60 days written notice given to the AGENCY. This AGREEMENT may be terminated by the AGENCY, with or without cause, effective at the end of the term in which classes are currently in session upon at least 60 days written notice given to the DISTRICT. Neither the DISTRICT nor AGENCY shall cancel during any instructional session. Neither party shall incur any liability to the other by reason of such termination.

E. Specific Courses and Course Dates

COURSE TITLE & No: Volunteer Fire Skills (Fire 107.1)
TOTAL COURSE HOURS: 61.25 hours
COURSE DATES(S): 7 PM-10 PM Wednesdays, September 19- October 24, 2018 and 8 AM-5PM Saturdays, September 22 – October 27, 2017.

INSTRUCTOR: Dan Bull
INSTRUCTOR OF RECORD: Gina Petersen
GRADING: PASS/NO PASS

COURSE TITLE & No.: Advanced Volunteer Fire Skills (FIRE 107.2)
TOTAL COURSE HOURS: 96.25 hours
COURSE DATES(S): 7 PM-10 PM Thursdays, January 24 - March 21, 2019 and 8 AM-5PM Saturdays, January 26 – March 23, 2019.

INSTRUCTOR: Dan Bull
INSTRUCTOR OF RECORD: Gina Petersen
GRADING: PASS/NO PASS

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, certified, postage prepaid to the following address:

DISTRICT: Sonoma County Junior College District 1501 Mendocino Ave. Santa Rosa, CA 95401
AGENCY: Sonoma County Fire & Emer. Services Dept. ATTEN: Gina Petersen 2300 County Center Dr. 221A Santa Rosa, CA 95403-3010

SONOMA COUNTY JR COLLEGE DISTRICT

COUNTY OF SONOMA FIRE & EMERG SERVICES

Doug Roberts, Vice President
Business Services

James Colangelo, Fire Chief
Department Director

Date: : _____

Date: _____

COUNTY COUNSEL

Date: _____



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Medi-Cal Managed Care Capitation Rate Increase Intergovernmental Transfer

Recommended Actions:

Authorize the Director of Health Services to execute an Intergovernmental Transfer Agreement with the California Department of Health Care Services to transfer \$4,255,540 (\$3,546,283 fiscal year 2017-2018 transfer amount and \$709,257 assessment fee) from the Sonoma County Department of Health Services to the California Department of Health Care Services to facilitate the County's receipt of approximately \$2,624,249 in net revenue through an agreement with Partnership HealthPlan of California to support behavioral health services with a term of July 1, 2017 through December 31, 2020.

Authorize the Director of Health Services to execute the eighth amendment to the Partnership HealthPlan of California Health Plan Provider Agreement to provide an Intergovernmental Transfer payment of approximately \$6,879,789 for fiscal year 2017-2018 to the Sonoma County Department of Health Services, resulting in the receipt of approximately \$2,624,249 in net revenue to support behavioral health services with a term of July 1, 2017 through June 30, 2020.

Executive Summary:

This request for Board approval to participate in the Medi-Cal Managed Care Capitation Rate Increase Intergovernmental Transfer represents the eighth year that funding will be available through the Medi-Cal Managed Care Intergovernmental Transfer to secure additional federal revenue to deliver expanded services to the Managed Medi-Cal population. Since fiscal year 2011-2012 the County has participated in the Medical Managed Care Rate Range Intergovernmental Transfer program, which has provided approximately \$30.9 million in funding to support a core set of programs consistent with the Department's annual goals. The Medi-Cal Managed Care Rate Range Intergovernmental Transfer program ended in fiscal year 2016-2017 and was replaced in fiscal year 2017-2018 with the Medi-Cal Managed Care Capitation Rate Increase program. Similar to the prior program, the Medi-Cal Managed Care Capitation Rate Increase program utilizes local funds to cover the non-federal share of increased capitation payments to Partnership HealthPlan of California by the state, which are in turn forwarded to the Department. Under the prior program, the amount of the enhanced payment by the state was based on the Rate Year, two years prior to the year in which the payment was made. Under the new program,

the enhanced payment is based on uncompensated services provided during the fiscal year prior to the payment year.

This year's Intergovernmental Transfer process will result in net revenue to the Department of approximately \$2,624,249, which will be used to fund behavioral health services over a two-year period, including \$1.4 million for fiscal year 2018-2019. This Intergovernmental Transfer funding was included in the suite of funding approved by the Board for use in restoring behavioral health services during the fiscal year 2018-2019 budget hearings.

Discussion:

Intergovernmental Transfer is a process where Sonoma County, as a tax authority participating in Medi-Cal Managed Care, enters into an agreement with the California Department of Health Care Services and the Medi-Cal Managed Care plan to increase federal revenue. A flowchart providing an overview of the Intergovernmental Transfer process is included as Attachment 1.

On May 23, 2017 the Department reported to the Board that pursuant to changes included in the federal Medicaid Managed Care regulations released on April 25, 2016, effective fiscal year 2017-2018 the Medi-Cal Managed Care Rate Range Intergovernmental Transfer program will end. As a result of the changes to the Medicaid Managed Care regulations, the state decided to address the final two Intergovernmental Transfer rate years in fiscal year 2017-2018, as reflected in Table 1 below. As such, on May 23, 2017 the Board approved the Department's participation in the Rate Year 2015-2016 and Rate Year 2016-2017 Intergovernmental Transfers.

Beginning in fiscal year 2017-2018 the California Department of Health Care Services implemented the Medi-Cal Managed Care Capitation Rate Increase program. Similar to the prior program, the Medi-Cal Managed Care Capitation Rate Increase program utilizes local funds to cover the non-federal share of increased capitation payments to Partnership HealthPlan of California by the state which are in turn forwarded to the Department. Under the prior program, the amount of the enhanced payment by the state was based on the Rate Year, two years prior to the year in which the payment was made. Under the new program, the enhanced payment is based on uncompensated services provided during the fiscal year prior to the payment year.

This item requests authorization to execute contracts with the California Department of Health Care Services and Partnership HealthPlan of California required to participate in the fiscal year 2017-2018 Intergovernmental Transfer process.

Fiscal Year 2017-2018 Intergovernmental Transfer Revenue:

The Department will make an initial Intergovernmental Transfer payment of approximately \$4,255,540 to the state during the first quarter of fiscal year 2018-2019. The state will draw down federal match and, after retention of an administrative fee, transfer funds to Partnership as enhanced capitation payment for services provided in fiscal year 2017-2018. Partnership will then transfer funds totaling approximately \$6,879,789 to the Department, resulting in net revenue of approximately \$2,624,249. The state estimates the fiscal year 2017-2018 Intergovernmental Transfer payment will be received by the Department in September 2018.

As indicated in Table 1 below, the Department has received a total of \$30.9 million in net Intergovernmental Transfer revenue through fiscal year 2017-2018. For fiscal year 2017-2018, the

Department projects it will receive approximately \$2.6 million of net Intergovernmental Transfer revenue in fiscal year 2018-2019, for a total of \$33.5 million through fiscal year 2018-2019.

Table 1: Total Intergovernmental Transfer Payments (FY 2011-2012 through FY 2018-2019)			
Medi-Cal Managed Care Rate Range Program (FY 2011-2012 – FY 2016-2017)			
Intergovernmental Transfer Year	Rate Year (Calculation Year)	Budget Year (Payment Year)	Net Funding
Year 1	RY 09-10	FY 11-12	\$2.8 Million
Year 2	RY 10-11	FY 12-13	\$4.5 Million
Year 3	RY 11-12	FY 13-14	\$5.4 Million
Year 4	RY 12-13	FY 14-15	\$1.5 Million
Year 5	RY 13-14	FY 15-16	\$4.2 Million
Year 6	RY 14-15	FY 16-17	\$4.4 Million
Year 7	RY 15-16	FY 17-18	\$3.8 Million
	RY 16-17	FY 17-18	\$4.3 Million
Total			\$30.9 Million
Medi-Cal Managed Care Capitation Rate Increase Program			
Intergovernmental Transfer Year	Fiscal Year (Calculation Year)	Budget Year (Payment Year)	Net Funding
Year 1	FY 17-18	FY 18-19	\$2.6 Million
Total			\$33.5 Million

Fiscal Year 2018-2019 Proposed Intergovernmental Transfer Expenditures

Since its inception in fiscal year 2011-2012, Intergovernmental Transfer revenues have funded a core set of programs consistent with the Department’s annual goals and Partnership’s stated funding priorities. Intergovernmental Transfer funded services included perinatal behavioral health services, Mobile Support Team, Crisis Assessment Prevention Education Program, clinic integration services, oral health and care coordination, access to care, and disease prevention services.

This year’s Intergovernmental Transfer process will result in net revenue to the Department of approximately \$2,624,249, which will be used to fund behavioral health services over a two-year period, including \$1.4 million for fiscal year 2018-2019. This Intergovernmental Transfer funding was included in the suite of funding approved by the Board for use in restoring behavioral health services during the fiscal year 2018-2019 budget hearings.

Under the prior Medi-Cal Managed Care Rate Range program, Partnership distributed a memorandum of understanding to Intergovernmental Transfer participating entities that set forth how the proposed Intergovernmental Transfer funds would be used and was approved by the Board with the state Intergovernmental Transfer contracts. The practice of distributing a memorandum of understanding will not be continued under the new program.

Prior Board Actions:

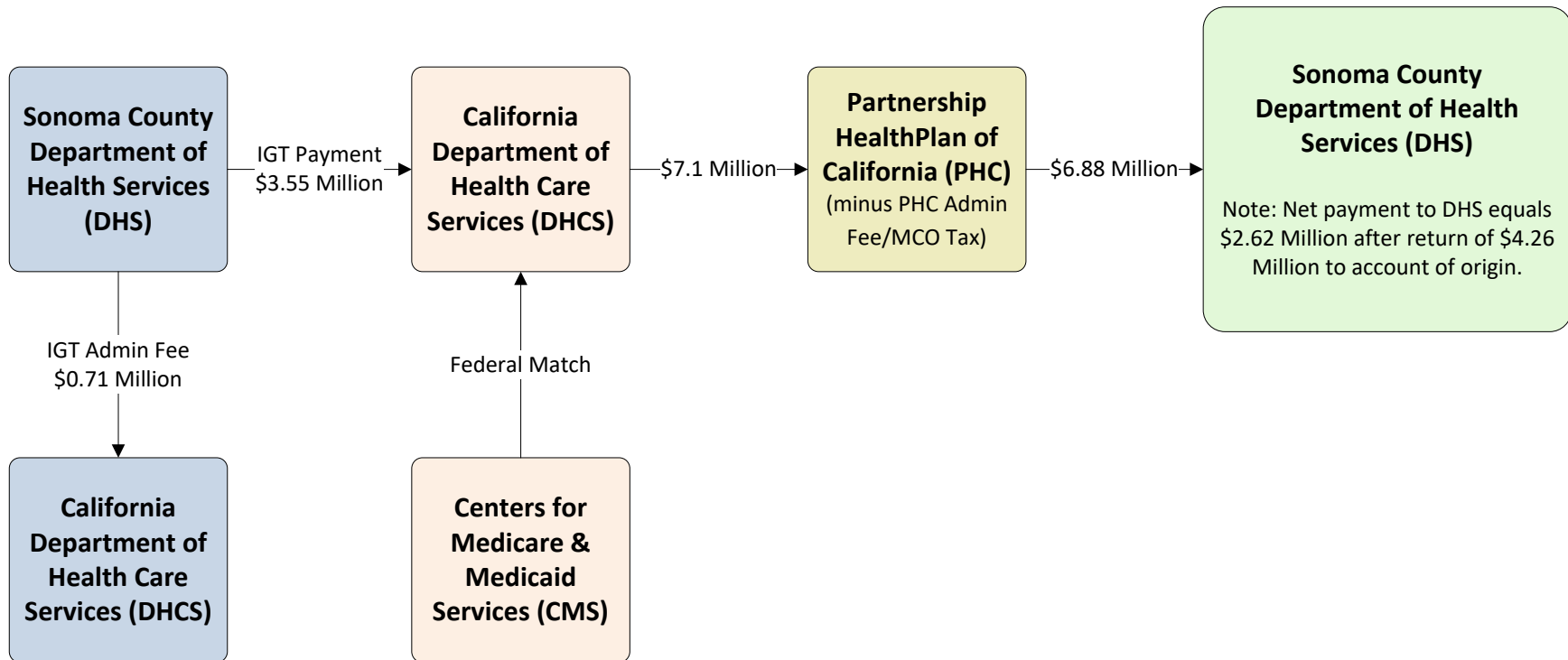
The Board approved Intergovernmental Transfers with the California Department of Health Care Services on May 23, 2017, June 21, 2016, June 9, 2015, June 24, 2014, March 19, 2013, March 26, 2012, and May 24, 2011.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Through participation in the Intergovernmental Transfer, the County will provide health services for Medi-Cal beneficiaries.			
Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	1,400,000	1,224,249	0
Additional Appropriation Requested	0		
Total Expenditures	1,400,000	1,224,249	0
Funding Sources			
General Fund/WA GF	0	0	0
State/Federal	1,400,000	1,224,249	0
Fees/Other	0	0	0
Use of Fund Balance	0	0	0
Contingencies	0	0	0
Total Sources	1,400,000	1,224,249	0
Narrative Explanation of Fiscal Impacts:			
Revenue from the Partnership provider amendment of approximately \$6,879,789 after the return of \$4,255,540 match will result in net revenue of \$2,624,249 that will be used over two years to fund behavioral health projects approved by the Board during the fiscal year 2018-2019 budget hearings.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
1) Intergovernmental Transfer Flowchart, 2) Eight-Year Summary of Intergovernmental Transfer Funded Services and Programs, 3) Intergovernmental Transfer Revenue and Expenditure Summary 4) California Department of Health Care Services Intergovernmental Agreement Regarding Transfer of Public Funds, and 5) Eighth Amendment to the Health Plan Provider Agreement with Partnership HealthPlan of California			
Related Items “On File” with the Clerk of the Board:			
None			

Sonoma County Department of Health Services

Attachment 1

FY 18-19 Intergovernmental Transfer Flowchart (Calculation Year 17-18)



**Eight-Year Summary of IGT Funded Services and Programs
Attachment 2**

Description	FY 11-12 RY 09-10	FY 12-13 RY 10-11	FY 13-14 RY 11-12	FY 14-15 RY 12-13	FY 15-16 RY 13-14	FY 16-17 RY 14-15	FY 17-18 RY 15-16/16-17 (See Note 2)	FY 18-19 Calculation Year 17-18 (Projected) (See Note 2)
Behavioral Health								
Mobile Support Team	27,503	370,002	440,000	440,000	501,500	436,773	-	-
CAPE	-	-	280,000	280,000	318,500	277,947	-	-
Clinic Integration Services	-	-	1,060,389	845,437	869,397	758,792	-	-
Medi-Cal Outpatient - DAAC	76,800	67,800	76,800	76,800	92,040	307,977	-	-
SUDS Residential Services	58,241	-	75,755	-	-	-	-	-
Perinatal ACE's	19,062	229,826	182,416	231,836	381,971	104,983	-	-
Bridge Funding for various Mental Health Services	-	-	-	-	-	-	-	1,400,000
Facilities	-	-	-	-	-	-	571,766	-
Subtotal Behavioral Health	181,607	667,628	2,115,360	1,874,073	2,163,408	1,886,472	571,766	1,400,000
Public Health								
Chronic Disease Prevention & Community Health Promotion	-	-	60,584	56,101	68,000	59,560	-	-
Perinatal ACE's-MCH	98,502	135,681	135,681	123,400	139,900	122,495	-	-
Perinatal ACE's-First 5	101,280	215,399	190,567	-	-	-	-	-
MCH Field Nursing	32,530	171,061	171,061	183,342	322,342	281,264	-	-
Subtotal Public Health	232,312	522,141	557,893	362,843	530,242	463,319	-	-
Health Policy, Planning & Evaluation								
Systems Improvement	149,472	587,838	562,397	868,291	-	-	-	-
Health Action	88,450	185,215	448,377	157,171	183,425	160,241	-	-
Oral Health	-	314,598	122,278	340,901	854,513	727,705	-	-
CAA - Alliance contract	-	45,047	-	-	-	-	-	-
CAA - RCHC contract	-	100,000	-	-	-	-	-	-
Chronic Disease Prevention & Community Health Promotion	-	43,466	478,157	264,433	332,655	290,509	-	-
Specialist Services	-	3,632	400,000	-	-	-	-	-
Nightingale Program	-	-	-	-	68,000	77,361	-	-
ACA Implementation	-	-	780,474	-	-	-	-	-
Subtotal HPPE	237,922	1,279,796	2,791,684	1,630,795	1,438,593	1,255,816	-	-
Administration								
Administration	118,990	346,621	500,000	500,000	(See Note 1)	(See Note 1)	-	-
Systems Improvement	-	-	60,000	-	-	-	247,082	-
ACA Implementation	-	-	152,717	-	-	-	-	-
Subtotal Administration	118,990	346,621	712,717	500,000	-	-	247,082	-
Total Expenditures	770,830	2,816,186	6,177,654	4,367,711	4,132,243	3,605,607	818,848	1,400,000

1. Per instructions from Partnership HealthPlan \$500k in Admin budget allocated to individual service areas.
2. All funds to Sustainability Reserve.

**IGT Revenue and Expenditure Summary
Attachment 3**

	FY 11-12 (Year 1) (RY 09-10)	FY 12-13 (Year 2) (RY 10-11)	FY 13-14 (Year 3) (RY 11-12)	FY 14-15 (Year 4) (RY 12-13)	FY 15-16 (Year 5) (RY 13-14)	FY 16-17 (Year 6) (RY 14-15)	FY 17-18 (Year 7) (RY 15-16)	FY 17-18 (Year 8) (RY 16-17)	FY 18-19 (Year 9) (FY 17-18) Proposed	Total
A. Rollover (from prior fiscal year)										
Rollover Total		\$ 2,079,355	\$ 3,783,555	\$ 3,036,242	\$ 207,058	\$ 503,210	\$ 905,582	\$ 3,902,874	\$ 8,257,869	
B. Revenue										
IGT Revenue	\$ 2,828,024	\$ 4,467,538	\$ 5,386,041	\$ 1,513,903	\$ 4,221,678	\$ 4,004,303	\$ 3,806,140	\$ 4,344,995	\$ 2,624,249	\$ 33,196,871
Interest	\$ 22,161	\$ 52,848	\$ 44,300	\$ 24,624	\$ 22,868	\$ 3,676	\$ 10,000	\$ 10,000		\$ 190,477
Revenue Total	\$ 2,850,185	\$ 4,520,386	\$ 5,430,341	\$ 1,538,527	\$ 4,244,546	\$ 4,007,979	\$ 3,816,140	\$ 4,354,995	\$ 2,624,249	\$ 33,387,348
C. Available Funds (Rollover + Revenue)										
Available Funds Total	\$ 2,850,185	\$ 6,599,741	\$ 9,213,896	\$ 4,574,769	\$ 4,451,604	\$ 4,511,189	\$ 4,721,722	\$ 8,257,869	\$ 10,882,118	
D. Expenditures										
Expenditures Total	\$ 770,830	\$ 2,816,186	\$ 6,177,654	\$ 4,367,711	\$ 3,948,394	\$ 3,605,607	\$ 818,848	\$ -	\$ 1,400,000	\$ 23,905,230
E. Rollover (to next fiscal year)										
Rollover Total	\$ 2,079,355	\$ 3,783,555	\$ 3,036,242	\$ 207,058	\$ 503,210	\$ 905,582	\$ 3,902,874	\$ 8,257,869	\$ 9,482,118	

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the SONOMA COUNTY (GOVERNMENTAL FUNDING ENTITY) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the following rate category per member per month (PMPM) contribution increments multiplied by member months:

Funding Entity:	Sonoma County		
Health Plan:	Partnership		
Rating Region:	Sonoma		
	Contribution PMPM	Estimated Member Months	Estimated Contribution (Non- Federal Share)
Child - non MCHIP	\$ 1.26	344,637	\$ 434,242
Child - MCHIP	\$ 0.30	221,889	\$ 66,567
Adult - non MCHIP	\$ 4.97	168,555	\$ 837,716
Adult - MCHIP	\$ 1.19	5,811	\$ 6,914
SPD	\$ 15.49	75,596	\$ 1,170,974
SPD Full Dual	\$ 2.23	138,411	\$ 308,655
BCCTP	\$ 18.18	1,153	\$ 20,962
LTC	\$ 64.91	319	\$ 20,674
LTC Full Duals	\$ 36.98	11,832	\$ 437,529
Optional Expansion 7/2017 - 12/2017	\$ 0.56	197,207	\$ 110,436
Optional Expansion 1/2018 - 6/2018	\$ 0.67	196,439	\$ 131,614
Estimated Total		1,361,845	3,546,283

The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in the chart above, which will be reconciled to actual enrollment for the service period of July 1, 2017 through June 30, 2018 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the "Estimated Member Months," in Sub-Section 1.1 of this Agreement, to actual enrollment in HEALTH PLAN(S) for the service period of July 1, 2017 through June 30, 2018 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after June 30, 2018. If this reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If this reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the

GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as IGTs, to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in the chart set forth in Sub-Section 1.1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of July 1, 2017 through June 30, 2018, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts, will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS separately from, and simultaneous to, the transfer amounts made under Section 1 of this Agreement. If, at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Rod Stroud, Assistant Director
Sonoma County Department of Health Services
3313 Chanate Road
Santa Rosa, CA 95404
Rod.Stroud@sonoma-county.org

With copies to:

Kelley Naiman
Sonoma County Department of Health Services
3324 Chanate Road
Santa Rosa, CA 95404
Kelley.Naiman@sonoma-county.org

To DHCS:

Sandra Dixon
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., Suite 71-4002
MS 4413
Sacramento, CA 95814
Sandra.Dixon@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other

agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medical program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of July 1, 2017 and shall expire as of December 31, 2020 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES:

By: _____ Date: _____

Rod Stroud, Assistant Director

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Jennifer Lopez, Acting Division Chief, Capitated Rates Development Division

HEALTH PLAN-PROVIDER AGREEMENT

Partnership HealthPlan of California and County of Sonoma

AMENDMENT 8

This Amendment is made this ___ day of ___, by and between Partnership HealthPlan of California, a County Organized Health System hereinafter referred to as "PLAN", and County of Sonoma Department of Health Services, hereinafter referred to as "PROVIDER".

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective May 1, 2010;

WHEREAS, Section 9.2 of such Agreement provides for amending such Agreement;

WHEREAS, PLAN has been created by its Boards of Supervisors to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of PLAN covered health care services to PLAN beneficiaries in Sonoma County and PLAN is a public entity, created pursuant to Welfare and Institutions Code 14087.54 and County Code Chapters 7.2, County Code Chapters 34, County Code Chapters 2.40, County Code Chapters 2.0, 8.69, and County Code Chapters 2.0.

WHEREAS, PROVIDER is a department of Sonoma County and provides health care services and arranges for the provision of professional health care services, supplies products or related services and contracts with the PLAN to provide these services to Medi-Cal beneficiaries.

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from County of Sonoma to the California Department of Health Care Services ("State DHCS") to maintain the availability of PLAN covered health care services to PLAN beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

Exhibit D of the Agreement is added to amend the agreement as follows:

IGT MEDI-CAL MANAGED CARE CAPITATION INCREASES

1. IGT Capitation Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the County of Sonoma effective July 1, 2017 for Intergovernmental Transfer Medi-Cal Managed Care Increases (“IGT MMCIs”), PLAN shall pay to PROVIDER the amount of the IGT MMCIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care (“LMMC”) IGT Payments. LMMC IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) Medi-Cal Managed Care Seller’s Tax

The PLAN shall be responsible to pay the applicable State Agency pursuant to the Revenue and Taxation Code Section 6175 relating to any IGT MMCIs.

(2) The PLAN shall retain a three percent (3%) administrative fee based on the total amount of the IGT MMCIs received from DHCS for PLAN’S administrative costs. Each provider’s share of the 3% fee shall be calculated based on that provider’s proportionate share of the LMMCIGT payments made by Plan in the PROVIDER’S County.

C. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMC IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCIGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCIs from State DHCS.

D. Consideration

(1) As consideration for the LMMC IGT Payments, PROVIDER shall use the LMMC IGT Payments for the following purposes and shall treat the LMMC IGT Payments in the following manner:

(a) The LMMC IGT Payments shall represent compensation for Medi-Cal PLAN services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMC IGT Payments apply.

(2) For purposes of subsection (1) (b) above, if the retained LMMC IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMC IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMC IGT Payments received, but not used.

(3) Both parties agree that none of these funds, either from the County of Sonoma, or federal matching funds will be recycled back to the County of Sonoma general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

E. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMC IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMC IGT Payments to the full extent possible on behalf of the safety net in Sonoma County.

F. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMC IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMC IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCI's were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMC IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section 10.3 of the Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMC IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

G. Indemnification

PROVIDER shall indemnify PLAN in the event DHCS or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, as a direct result of the LMMC IGT arising from the Intergovernmental Agreement. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMC IGTs paid to PROVIDER in an amount equal to the amount of MMCI payments withheld or

recovered from PLAN, or by an offset of any other amounts owed by PLAN to PROVIDER, including but not limited to payments for direct service rendered.

Remittance Information

The IGT-funded payments made by the PLAN pursuant to this Amendment only, shall be mailed to the PROVIDER at the address set forth below:

Barbie Robinson, MPP, JD, Senior Director
Sonoma County Department of Health Services
3313 Chanate Road
Santa Rosa, CA 95404

2. Term

The term of this Amendment shall commence on July 1, 2017 through June 30, 2020. PHC reserves the right to immediately terminate this IGT Amendment prior to June 30, 2020, if DHCS suspends or discontinues the IGT funding described in this Amendment. PHC will promptly provide formal notice to the provider upon said suspension or discontinuation.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

SIGNATURES

HEALTH PLAN: _____ Date: _____

By: Elizabeth Gibboney, CEO, Partnership HealthPlan of California

PROVIDER: _____ Date: _____

By: Barbie Robinson, MPP, JD, Director, Sonoma County of Health Services



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.)

Board of Supervisors

July 24, 2018

Majority

Permit and Resource Management Department – Tennis Wick
Regional Parks – Bert Whitaker
Fire & Emergency Services – Jim Colangelo

Tennis Wick – 565-1925
Bert Whitaker – 565-3064
Jim Colangelo – 565-1157

Countywide

Administrative Citation Program Ordinance with Minor Amendments to Chapter 1.

1. Adopt an Ordinance amending Chapter 1 of the Sonoma County Code by adding Section 1-7.6 to provide for an Administrative Citation Program and making other minor amendments. (Second Reading – Ready for Adoption).
2. Adopt a Resolution authorizing the Permit and Resource Management Department, Sonoma County Regional Parks, and the Fire and Emergency Services Department to implement an Administrative Citation Program.

This item recommends the adoption of an ordinance to make minor amendments to enforcement provisions of Chapter 1 and add an Administrative Citation Ordinance, following a public hearing that was held by the Board of Supervisors on July 10, 2018. Additionally, the recommended resolution would authorize the Permit and Resource Management Department, Sonoma County Regional Parks, and the Fire and Emergency Services Department to move forward with starting their Administrative Citation Programs.

The Administrative Citation Program enables county enforcement officers to issue a citation and penalty for violations of the County Code. An Administrative Citation Program would achieve the following:

- Add an additional tool for the protection of the health, safety, and well-being of the citizens of the County of Sonoma.

- Provide a means to immediately address transient/nuisance violations.
- Provide a more direct administrative process to address any appeals of citations or fines.
- Reduce the amount of time needed to bring an abatement case into the civil court system.

The Permit and Resource Management Department, Sonoma County Regional Parks, and the Fire and Emergency Services Department have identified uses for an Administrative Citation Program and developed strategies and budgets for implementing their programs. Upon adoption of the resolution, the departments will proceed through the contracting process to contract with an outside agency to assist with administering the program, and will conduct the necessary internal trainings to begin using the administrative citation tool.

Prior Board Actions:

07/10/2018-Public Hearing to adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed Ordinance amending Chapter 1 of the Sonoma County Code by adding Section 1-7.6 to provide for an Administrative Citation Program and making other minor amendments.

12/20/2016-Adopted Ordinance No. 6189, Medical Cannabis Land Use Ordinance, including administrative citation authority. (Section 26-88-252(e)(1).)

03/15/2016-Adopted Ordinance No. 6145, Vacation Rental Ordinance, including administrative citation authority. (Section 26-88-120(g)(4).)

12/02/2014-Adopted Ordinance No. 6090, including administrative citation authority at the Sonoma County Airport. (Section 3-17.)

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

In support of the County of Sonoma’s goal to ensure a safe and healthy community and recognition that violations of established codes and ordinances can lessen the quality of life in the community, an administrative citation program will provide an alternative enforcement path and an opportunity for streamlined County governance.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Implementing Resolution Attachment A – Administrative Citation Program Ordinance Attachment B – Exhibit A and Exhibit B			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: July 24, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Permit and Resource Management Department, Sonoma County Regional
Parks, And The Fire and Emergency Services Department To Implement An Administrative
Citation Program**

Whereas, on this July 24, 2018 the Board of Supervisors adopted Ordinance No. _____ adding Section 1-7.6 to Chapter 1 of the Sonoma County Code to provide for an Administrative Citation Program;

Whereas, an Administrative Citation Program provides a useful and desirable enforcement tool that is an alternative to criminal enforcement and the administrative abatement process, which may be overly stringent, time consuming, and ineffective for certain violations;

Whereas, an Administrative Citation Program enables County departments and agencies to issue citations and fines for any violation of the County Code to effectively incentivize compliance and shorten the timeframe between violation identification and abatement;

Whereas, the Permit and Resource Management Department, Sonoma County Regional Parks, and the Fire and Emergency Services Department have identified uses for an Administrative Citation Program and developed a strategy and budget for implementation of the program;

Now, Therefore, Be It Resolved that the Board of Supervisors hereby authorizes the Permit and Resource Management Department, Sonoma County Regional Parks, and the Fire and Emergency Services Department to implement an Administrative Citation Program.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 1 OF THE SONOMA COUNTY CODE BY ADDING SECTION 1-7.6 TO PROVIDE FOR AN ADMINISTRATIVE CITATION PROGRAM AND MAKING OTHER MINOR AMENDMENTS

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

Section I. Chapter 1 (General Provisions) of the Sonoma County Code is amended to read as set forth in Exhibit “A,” attached hereto and incorporate herein by this reference.

Section II. Section 1-7.6 (Administrative Citations) is added to Chapter 1 of the Sonoma County Code to read as set forth in Exhibit “B,” attached hereto and incorporate herein by this reference.

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

Section IV. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California. Pursuant to Government Code section 25124, complete copies of Exhibits “A” and “B” to this Ordinance are on file with the Clerk of the Board of Supervisors and are available for public inspection and copying during regular business hours in the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa.

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the 10th day of July, 2018, and finally passed and adopted this 24th day of July, 2018, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Zane: ___ Hopkins: ___ Gore: ___

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

Attachment A

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

EXHIBIT “A”
AMENDMENTS TO CHAPTER 1 OF THE SONOMA COUNTY CODE

Sec. 1-7. - General penalty—Continuing violations—Violations as nuisances.

- (a) Whenever in this code or in any other ordinance of the county, or in any rule or regulation promulgated pursuant thereto, any act is prohibited or made or declared to be unlawful or an offense, or the failure to do any act is declared to be unlawful, where no specific penalty is provided, the violation of any such provision of this code, or any other ordinance, rule, or regulation of the county is hereby declared a misdemeanor and shall be punished, if prosecuted as a misdemeanor, by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment.
- (b) It shall be unlawful, prohibited, and a violation of this chapter to violate any term or condition of any license, permit, or approval granted or issued pursuant to this code. Any person, whether as principal, agent, employee or otherwise, violating any such term or condition shall be subject to the sanctions provided in subsection (a) of this section.
- (c) Every day any violation of this code, any other ordinance, rule, or regulation of the county, or any term or condition of any license, permit, or approval granted or issued pursuant to this code shall continue shall, unless otherwise provided, constitute a separate and distinct offense. A continuing violation of this code, or of any license, permit or approval or of any condition of a license, permit or approval issued under the authority of this code, is a public nuisance.
- (d) The board of supervisors may order the abatement of any public nuisance, as defined in this section or any state statute, following procedures required pursuant to Section 1-7.3. The board of supervisors may direct that the hearing be conducted before another board, commission or officer of the county. Costs incurred by the county in abating such nuisances shall be special assessments against the parcels of property where the nuisances are located. Costs shall include, but are not limited to any administrative overhead, salaries and expenses incurred by the following departments: health services, permit and resource management, county counsel, district attorney, transportation and public works, agriculture/weights & measures, and fire and emergency services. The foregoing provisions are alternative and supplemental to other procedures provided by law for the abatement of nuisances.

In any action, administrative proceeding, or special proceeding to abate a nuisance, the county may elect, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fees. In an action or proceeding in which the county has so elected to seek recovery of its own attorneys' fees, an award of attorneys' fees may be made to the prevailing party, provided that the award of attorneys' fees to the prevailing party shall not exceed the amount of reasonable attorneys' fees incurred by the county in the same action or proceeding.

- (e) Any officer or employee of the Sonoma County department of health services or the permit and resource management department who is a duly registered environmental health specialist under state law may criminally cite a person without a warrant whenever the officer or employee has reasonable cause to believe that the person to be issued the criminal citation has committed a misdemeanor in his presence that is a violation of any statute or ordinance relating to public health which such registered environmental health specialist has a duty to enforce, except that, where the violation constitutes grounds for revoking a valid permit or

approval issued by the county department of health services or the permit and resource management department, no citation may be issued while such permit remains in force.

Sec. 1-7.1. - Civil penalty in abatement proceedings for designated code violations.

- (a) Charge—Code Violations. In addition to any other fee or penalty imposed by this Code or by law, any person who violates Sections 7-5, 7-13, or 7-17, Chapters 11, 11A, or 11B, Articles II, III, or VI of Chapter 15, Chapter 19, or Sections 22-2(a), 22-2(c), 22-2(e), 22-2(g), 22-3, 22-6, 22-8, 22-18(k), 22-18(l), 22-18(n), or 24-33, Chapter 25B, Sections 26-92-200, 26A-15 or 26C-338.1, or Chapter 36 of this Code shall:
- (1) If the violation arises from an unlawful commercial use or structure on the property, the violator(s) shall pay one (1) of the following sums, as determined by the enforcing officer, to the county:
 - (i) The fair market rental value of the land or structure in violation for the period of time elapsed from the date of mailing of the notice of violation through to its abatement by whatever means; or
 - (ii) No less than twenty-five dollars (\$25.00) per day and no more than one hundred dollars (\$100.00) per day for the first violation; no more than two hundred dollars (\$200.00) per day for a second violation of the same ordinance within one (1) year; and no more than five hundred dollars (\$500.00) per day for each additional violation of the same ordinance within one (1) year for each day that the violation exists after the date of mailing of the notice of violation through to its abatement by whatever means; or
 - (iii) In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to a maximum of ten (10) times the amount of the standard fee for every required approval, review and permit.
 - (2) If the violation arises from an unlawful owner-occupied residential use or structure on the property, the violator(s) shall pay one (1) of the following sums, as determined by the enforcing officer, to the county:
 - (i) The fair market rental value of the land or structure in violation for the period of time elapsed from the date of mailing of the notice of violation through to its abatement by whatever means; or
 - (ii) No less than fifteen dollars (\$15.00) per day and no more than one hundred dollars (\$100.00) per day for the first violation; no more than two hundred dollars (\$200.00) per day for a second violation of the same ordinance within one (1) year; and no more than five hundred dollars (\$500.00) per day for each additional violation of the same ordinance within (1) one year for each day that the violation exists after the date of mailing of the notice of violation through to its abatement by whatever means; or
 - (iii) In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to a maximum of five (5) times the amount of the standard fee for every required approval, review and permit.
 - (3) For any other violation, including but not limited to an unlawful noncommercial junkyard, an unlawful noncommercial truck terminal, an unlawful noncommercial

nonoperative motor vehicle storage yard, an unlawful noncommercial accessory structure, an unlawful noncommercial excess number of animals, or the unlawful noncommercial storage, disposal or transportation of solid waste, the violator(s) shall pay one (1) of the following sums, as determined by the enforcing officer, to the county:

- (i) No less than five dollars (\$5.00) per day and no more than one hundred dollars (\$100.00) per day, for the first violation; no more than two hundred dollars (\$200.00) per day for a second violation of the same ordinance within one (1) year; and no more than five hundred dollars (\$500.00) per day for each additional violation of the same ordinance within one (1) year for each day that the violation exists after the date of mailing of the notice of violation through to its abatement by whatever means;
 - (ii) In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to a maximum of five (5) times the amount of the standard fee for every required approval, review and permit.
- (4) The enforcing officer shall have the sole and exclusive discretion to set the amount of civil penalties within the ranges set forth in this section. The enforcing officer, however, shall not impose a penalty greater than the minimum amount in a range of civil penalties set forth in this section unless the enforcing officer's department has adopted a written policy setting forth how civil penalties within the ranges are determined.
- (b) Charge—Code Violations for Septic Operational Permits. Notwithstanding subsection (a) of this section, if the violation of Section 24-33 of this code is solely for nonpayment of the fee provided for in Section 24-33(b), then any person in such violation of that section shall pay to the county a sum as follows:
- (1) An amount equal to twenty-five percent (25%) of the fee for such permit if such violation has existed for less than sixty (60) days; or
 - (2) An amount equal to fifty percent (50%) of the fee for such permit if such violation has existed for sixty (60) days or more but less than one hundred eighty (180) days; or
 - (3) An amount equal to the penalty which would be calculated under subsection (a) of this section if such violation has existed for one hundred eighty (180) days or more.
- (c) Enforcing Officer. For the purposes of this section and any action to enforce this section pursuant to Section 1-7.3, enforcing officer means any department head, or his or her designee, that is responsible for the enforcement of any chapter or section identified in Section 1-7.1(a).
- (d) Exclusions.
- (1) The charges imposed by this section shall not apply if the property owner establishes that, at the time he or she acquired the property, (i) a violation of this code existed on the property, (ii) the property owner did not have actual or constructive notice of the existence of that violation, and (iii) within thirty (30) days after the mailing of notice of the existence of that violation, the property owner initiates and pursues, with due diligence, good faith efforts, as determined solely by the enforcing officer, to meet the requirements of this code. A property owner has constructive notice of the existence of a violation if the property owner has actual notice of circumstances sufficient to put a prudent person upon inquiry as to a particular fact and if by prosecuting such inquiry, the person might have learned that a violation existed on the property.

- (2) The charges imposed by this section shall not apply if the property owner establishes that
 - (i) within thirty (30) days after the date of mailing of notice of the existence of the violation, the property owner removed from the property the use or structure which constituted that violation, and
 - (ii) the property owner had not previously been mailed a notice of a violation of the same code section, regardless of the parcel on which such violation occurred.
- (3) The charges imposed by this section shall not apply if the owner of a residential property establishes that at the time he or she acquired any ownership interest in the property: (i) a violation of this code existed on the property; (ii) the violation was not on record at the permit and resource management department; and (iii) within one year of the effective date of the ordinance codified in this section (for owners who had acquired any ownership interest in the property before the effective date of the ordinance codified in this section); within six months of the effective date of the ordinance codified in this section (for all other owners); or within six months of acquiring any ownership interest in the property, whichever is later, the owner initiated and pursued with due diligence and good faith effort, as determined solely by the enforcing officer, to meet the requirements of this code.
- (e) The charges imposed by this section shall only be issued, and the exclusions provided in this section shall only apply, in connection with the abatement procedures in Section 1-7.3 and shall be exclusively subject to the administrative appeal procedures set forth in that section.

Sec. 1-7.2. - Private right of action for violation of certain building, zoning and public health regulations.

Any person damaged by any violation of Sections 7-5, 7-13, 7-17, 24-33 or 26-92-200 of this code may institute a civil proceeding for injunctive relief against such violation, for money damages, and for whatever other or additional relief the court deems appropriate. In any action brought pursuant to this section, the prevailing party shall be entitled to reasonable attorneys' fees and costs pursuant to order of the court. The remedies available under this section shall be in addition to, and shall not in any way restrict, any other rights or remedies available under law.

Sec. 1-7.3. - Administrative procedure for abatement of certain violations of this code.

- (a) Violation Notices and Notice and Orders. Upon receipt of information to county staff that there exists a continuing violation of Chapters 7, 11, 11A, 11B, or 13, Articles II, III, or VI of Chapter 15, Chapter 19, Sections 22-2(a), 22-2(c), 22-2(e), 22-2(g), 22-3, 22-6, 22-8, 22-18(k), 22-18(l), or 22-18(n), Chapters 24, 25B, 26, 26A, 26C, or 36 of this code, the enforcing officer may order that the violation cease. Notice and orders shall be in writing and include:
 - (1) a description of the real estate sufficient for identification;
 - (2) a statement of the violation or violations and the reason the notice was issued;
 - (3) a reasonable period of time to bring the property into compliance;
 - (4) a statement of appeal rights; and
 - (5) notice of the potential to impose penalties and abatement costs and to record an abatement notice for failure to comply.

Code enforcement may, but is not required to, initiate enforcement through a violation notice prior to issuing a notice and order. Violation notices shall be sent via first-class mail and notice and orders shall be sent certified mail addressed to the last known property owner as listed on the latest official equalized tax roll and may be served on the holder of any mortgage or deed of trust or other lien or encumbrance of record. A copy of the notice and order shall be posted in a conspicuous location on the subject property.

- (b) Notice to Vacate. If the enforcing officer orders a structure or property to be vacated, each structure or property shall be posted reciting the supporting reasons and specifying the conditions which necessitate the posting. No person shall remain in or enter any building or portion thereof which has been posted, except that entry may be made to repair, demolish or remove such building under permit. No person shall remove or deface such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy has been issued.
- (c) Determination of Penalties. The determination of civil penalties calculated pursuant to Section 1-7.1 or by any of the code sections listed in subsection (a) and imposed under this section shall, in the first instance, be performed by the enforcing officer. Such determination shall take into account the facts and circumstances of the violation including, but not limited to:
 - (1) whether or not the violation poses a threat to human health, safety or to the environment;
 - (2) the seriousness or gravity of the violation;
 - (3) the length of time the violation has existed;
 - (4) the culpability of the person in violation or the willfulness of the violation;
 - (5) the sophistication of the persons creating or causing the violation;
 - (6) the extent of the violation and its effect on adjoining properties;
 - (7) attempts, if any, to comply with the applicable ordinances; and
 - (8) any other information which might be relevant to the determination of charges to be imposed by this section.
- (d) Appeals. Any notice, order, decision or determination made by any administrative official of the county of Sonoma, pursuant to this Section 1-7.3(a), in connection with or related to the code sections in subsection (a) may be appealed by any person affected by the determination to a hearing officer appointed by the county pursuant to Sections 2-33.1 through 2-33.5 of this code. Any such appeal must be made in writing and submitted to the enforcing officer within ten (10) calendar days from the date of the administrative action.

Except for orders to vacate structures or threats to life, safety or to the environment as determined by the enforcing officer, enforcement may be stayed during the pendency of any appeal that is timely filed. Failure of any person to file an appeal shall constitute a waiver of the right to an appeal hearing and adjudication of the violations raised in the notice, or any portion thereof. Appeals may be withdrawn at any time prior to the commencement of the appeal hearing, except that the withdrawn appeal hearing may be converted to an abatement hearing pursuant to subsection (e) below, and heard on the same date and time as scheduled for the appeal hearing.

- (e) Effect of Failure to Appeal.

- (1) If the violation continues after issuance of a notice of violation or notice and order and an appeal is not timely filed, the enforcing officer may file in the office of the county recorder a notice of abatement proceedings describing the property and certifying that nature of the violation and that the owner has been so notified of the violation.
 - (2) The enforcing officer may set the matter for an abatement hearing before a hearing officer appointed by the county pursuant to Sections 2-33.1 through 2-33.5 of this code. If the matter is set for hearing, a notice of hearing shall be posted on the property upon which the violation exists and shall be mailed to the persons known to be in possession of the property and to the persons shown on the latest equalized county tax roll to be the owners of the property. The notice shall be posted and mailed at least ten (10) days prior to the hearing.
 - (3) If a timely appeal is not filed following the issuance of a notice and order, and the matter is not set for a hearing by the enforcing officer, the enforcing officer may issue a determination of abatement costs and civil penalties once the correction period specified in the notice and order has elapsed. The civil penalties shall be calculated pursuant to Section 1-7.1 or by any of the code sections listed in subsection (a), and their determination shall consider the factors in Section 1-7.3(c). The determination shall contain:
 - i. The street address and/or a description of the property sufficient to identify the property upon which the violation exists;
 - ii. A statement that the property described has been found to be in violation of this code and a brief description of the conditions existing which constitute the violation(s);
 - iii. The total estimated penalties incurred to date, calculated from the date of the notice and order, as well as a statement of daily penalties for any continuing violation of this code;
 - iv. A statement that the owner may appeal the amount of abatement costs and/or civil penalties under Section 1-7.3(d);
 - v. A statement that the failure of an owner to appeal the amount of abatement costs and/or civil penalties shall constitute a waiver of any right to an administrative hearing for this matter and failure to exhaust his or her administrative remedies; and
 - vi. A statement that payment of the abatement costs and/or civil penalties shall not excuse the owner's obligation to correct any violation that continues to exist on the property.
 - (4) A determination of abatement costs and civil penalties for which a timely appeal is not filed shall be a final determination and conclusive evidence of the named person's liability for the abatement costs and civil penalties contained therein.
- (f) Notice of Hearing.
- (1) The notice of appeal hearing or abatement hearing shall contain:
 - (i) The street address and/or a description of the property sufficient to identify the property upon which the violation exists;

- (ii) The name(s) of the owner(s) or occupant(s) of the property as indicated on the latest equalized Sonoma County tax roll;
 - (iii) A statement that the property described has been found to be in violation of this code and a brief description of the conditions existing which constitute the violation(s);
 - (iv) The date, time and location of the hearing;
 - (v) A statement that if a violation is found to exist that the costs incurred by the county in abating the nuisance shall be a special assessment against the property and that a lien will be placed upon the property for the costs of abatement;
 - (vi) A statement that costs shall include, but are not limited to, any administrative overhead, salaries and expenses incurred by the following departments: agriculture/ weights & measures, permit and resource management, public health, transportation and public works, emergency services, county counsel and the district attorney;
 - (vii) A statement that in order for any oral or written evidence, or any claim, defense or privilege to be considered it must be presented to the hearing officer at or before the time of the hearing and that failure to do so will constitute a waiver and may prevent such evidence or claim, defense or privilege from being considered in any later proceeding; and
 - (viii) A copy of the procedural rules governing such hearings.
- (2) Notice of any hearing on a violation shall be given in accordance with Section 26-92-050.
- (g) Conduct of Hearings. At the time and place set forth for the appeal hearing or abatement hearing, the hearing officer shall swear witnesses, hear testimony and receive written or documentary evidence relating to the alleged violation. The hearing officer shall cause the hearing to be recorded and shall preserve all written argument and all photographs and other documentary evidence introduced at the time of the hearing. Additional procedural rules for the conduct of the administrative hearing may be adopted by resolution of the board of supervisors.
- (h) Hearing Officer Decision and Order.
- (1) Within twenty (20) days after the appeal hearing or abatement hearing is closed, the hearing officer shall render his or her decision relating to the existence or nonexistence of the alleged violation(s). The decision shall contain:
 - (i) Findings of fact and conclusions of law;
 - (ii) If a violation is found to exist, a statement of the basis for that finding and an order that the violation be abated within a certain time;
 - (iii) If a violation is found to exist or to have existed at the time the matter was set for hearing, a statement of costs incurred by the county in abating the violation, an assessment of penalties, and a reasonable timeframe for the payment thereof.
 - (iv) A statement that the decision is a final decision, subject to judicial review in accordance with Code of Civil Procedure Section 1094.6.

- (2) A copy of the hearing officer's decision shall be mailed, by certified mail, to the owner of the property that is the subject of the hearing, and to the occupant of such property.
 - (3) Within 15 days of the hearing officer rendering his or her decision, a request may be made by either party or the hearing officer to correct technical, mathematical or clerical errors, mistakes, or any other minor changes in the decision. These corrections are limited to changes that do not affect the factual or legal basis of the decision. Notice of the request shall be given to the other parties to the proceeding.
- (i) Costs. If a final decision of the hearing officer finds that a violation exists by upholding the notice of violation on appeal or on decision after an abatement hearing, the owner of the property shall be responsible for paying the administrative abatement costs incurred by the county in abating the violation, including, but not limited to, any administrative overhead, salaries, and expenses incurred by the following departments: health services, permit and resource management, county counsel, district attorney, transportation and public works, agriculture/weights & measures, and fire and emergency services.
 - (j) Civil Penalties. If a final decision of the hearing officer finds that a violation exists by upholding the notice of violation and order on appeal or on decision after an abatement hearing, the owner of the property shall be liable to the county for all civil penalties imposed pursuant to Sections 1-7.1 or by any of the code sections listed in subsection (a), subject to modification by the hearing officer. Additional penalties shall accrue on a per-day basis at the hearing officer's discretion if the violation is not abated within the period of time specified in the hearing officer decision.
 - (k) Abatement Liens. If the owner of the property is responsible for any costs pursuant to this chapter, such costs of abatement shall become a lien against the property as is authorized by the Government Code and this section. A notice of abatement lien shall be recorded which states the identity of the record owner or possessor of the property, the date upon which abatement of the nuisance was ordered by the hearing officer, a description of the real property subject to the lien, the amount of the abatement costs incurred to date and, if applicable, the date upon which the abatement was complete. If the abatement has not yet been completed, the notice shall so state and shall also indicate that the lien is a partial lien and that additional abatement costs will be incurred in the future. It is the intent of the board of supervisors that abatement costs incurred after the filing of the notice of abatement lien relate back to the date upon which the lien was recorded for purposes of priority; however, in order to preserve its rights, after all abatement costs have been incurred and the abatement is complete, the enforcing officer shall cause a supplemental notice of abatement lien to be recorded. The supplemental notice shall contain all of the information required for the original notice and shall also refer to the recordation date and recorder's document number of the original notice. If a lien is recorded and abatement costs are later paid, the enforcing officer shall prepare and record a termination of lien.
 - (l) Recording of Hearing Officer's Decision. The enforcing officer, may cause a copy of the hearing officer's decision to be recorded in the office of the Sonoma County recorder. In the event of such recordation and in the further event that the violation is corrected and abatement costs are paid, a notice of such correction shall be recorded by the enforcing officer upon request.

- (m) Enforcement of Order—Civil Action. If the property owner does not comply with an order of the hearing officer, the enforcing officer shall be authorized to request that county counsel seek judicial enforcement of the administrative order. Where the board of supervisors has evidence that a violation of Chapters 7, 11, 11A, 11B, or 13, Articles II, III, or VI of Chapter 15, Chapter 19, Sections 22-2(a), 22-2(c), 22-2(e), 22-2(g), 22-3, 22-6, 22-8, 22-18(k), 22-18(l), or 22-18(n), or Chapters 24, 25B, 26, 26A, or 26C of this code poses a significant health or safety hazard to the owners or occupants of adjoining properties or to the surrounding community, or for other good cause shown, the board of supervisors may, in its discretion, commence a judicial action to enjoin such violation without the necessity of first going through the administrative procedures set forth in this section.

Sec. 1-7.5. - Limitation of time for judicial review of quasi-judicial decisions.

- (a) Except as otherwise provided herein, the provisions of California Code of Civil Procedure Section 1094.6 or successor statute are hereby adopted and any petition for review of an administrative decision of the county of Sonoma, or of any of its boards, commissions, departments, agencies, or persons authorized to render such a decision, shall be filed within the time limits prescribed therein. Notwithstanding such time limits, where a shorter time limitation is provided by any other law, such shorter time limit shall apply.
- (b) The limitation provided in subsection (a) shall apply to any final administrative order or decision made as the result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken and discretion in the determination of facts is vested in the board, commission, officer or tribunal conducting the hearing.
- (c) The limitation provided in subsection (a) shall apply to all quasi-judicial proceedings now pending or hereafter begun. Written notice of the time limitation of Section 1094.6 shall be given to the parties by the decisionmaker in substantially the following form:

"The time within which judicial review of this decision must be sought is governed by California Code of Civil Procedure Section 1094.6. Judicial review must be sought not later than the 90th day following the date on which this decision becomes final, except that where a shorter time limit is provided by any state or federal law, such shorter time limit shall apply."

- (d) The limitation provided in paragraph (a) shall be construed to require that petitions filed pursuant to C.C.P. Section 1094.5 for review of administrative decisions rendered prior to the effective date of this ordinance must be filed within ninety (90) days from the date upon which notice of the time limits provided in this ordinance is mailed or personally delivered to all parties to such administrative decision, unless a shorter time limit applies. Notice under this subsection shall be in substantially the following form:

"By ordinance, the time limits set forth in California Code of Civil Procedure Section 1094.6 have been made applicable to the decision rendered by (decisionmaker) on (date) concerning (title or description of administrative action). Judicial review must be sought not later than the 90th day following the date of this notice, except that where a shorter time limit is prescribed by any other law, such shorter time limit shall apply."

- (e) This section is not intended to revive, nor shall it be deemed to revive, any cause of action or grounds for relief through a special proceeding which is barred by law or equity.

- (f) This section is not intended to alter the alternative procedures for judicial review of an administrative penalty in Government Code Section 53069.4, subsection (b).
- (g) All costs of preparing a record which may be recovered by a local agency pursuant to Code of Civil Procedure Section 1094.6(c) or successor statute, shall be paid by the petitioner prior to delivery of the record to petitioner.

EXHIBIT “B”
SECTION 1-7.6 OF CHAPTER 1 OF THE SONOMA COUNTY CODE

Sec. 1-7.6. Administrative Citations.

(a) Purpose and Intent.

Pursuant to Government Code Section 53069.4, the County is authorized to adopt an administrative citation program. The purpose of this section is to provide the County with another method to enforce the Sonoma County Code; ordinances adopted by the County; and licenses, permits, and approvals issued by the County.

(b) Application.

This section shall not supersede or limit the remedies provided elsewhere in this Code or California Code of Regulations, including other administrative citation remedies. Issuance of an administrative citation may be exercised in place of, but shall not be deemed a waiver of, the use of any other available enforcement remedy. Enforcement remedies under this section are nonexclusive. The use of the remedies under this section is at the sole discretion of the County. However, the Sonoma County District Attorney shall have sole discretion to determine whether a violation will be prosecuted criminally.

(c) Definitions.

Enforcing Officer.

“Enforcing Officer” means any officer, employee, or agent of the County that is authorized by this Code, ordinance, state law, or Board action to enforce or administer any law that may be enforced by an administrative citation issued under this section. “Enforcing Officer” includes the deputy or designee of such officer, employee, or agent. The Board may from time to time establish Enforcing Officers by resolution.

Person.

“Person” has the same definition as set forth in Section 1-2 of this Code.

Responsible Party.

“Responsible Party” means any of the following:

- Any person that causes, maintains, permits, or is otherwise responsible for a violation as defined in this section; or
- A person who has an ownership interest in real property upon which a violation exists; or
- A person who exercises possession or control of real property upon which a violation exists, including but not limited to a tenant, agent, employee, contractor, subcontractor, or other occupant.

Violation.

“Violation” means the failure to comply with any provisions of this Code; ordinances adopted by the County; or licenses, permits, and approvals issued by the County. Each day, or any portion thereof, during which any violation continues, exists, or occurs shall be deemed a separate violation for which an administrative citation may be issued and a fine may be incurred. Each distinct Code section, ordinance, license, permit, approval, or law violated shall give rise to a separate violation that may be cited.

(d) Administrative Citation.

- (1) Any Responsible Party who commits a violation as described in this section may be issued a citation by an Enforcing Officer.

An Enforcing Officer may issue a citation for a violation not committed in the Enforcing Officer’s presence if the Enforcing Officer has determined, through investigation, that a Responsible Party did commit or is otherwise responsible for the violation.

- (2) If the violation is a continuing violation pertaining to building, plumbing, electrical, or other similar structural or zoning issues, and does not create an immediate danger to health and safety, then the Enforcing Officer may issue a compliance order and, if so, shall provide a correction period before an administrative citation may be issued. The compliance order shall include all of the information required for administrative citations pursuant to this subsection, except that the compliance order shall also provide (i) a specified time period, beginning on the service date, within which the violation must be corrected, (ii) notice that an administrative citation may be issued, and the citation may be recorded against the property, if the violation is not corrected by the end of the correction period, and (iii) notice that the administrative citation will not be issued if the violation is corrected by the end of the correction period. The Enforcing Officer may, in his or her sole discretion, extend the time in which to correct the violation.

Upon or after the expiration of the correction period provided, the Enforcing Officer shall inspect for compliance. If the Responsible Party refuses to allow inspection after a reasonable demand, the Enforcing Officer may obtain an inspection warrant pursuant to Code of Civil Procedure Section 1822.50 et seq. Failure of the Responsible Party to allow inspection shall be deemed a failure to correct.

If the Enforcing Officer determines that the violation is not adequately corrected at the time of inspection, the Enforcing Officer may serve the Responsible Party with an administrative citation for the violation.

- (3) All violations that are not subject to the provisions of Section 1-7.6(d)(2), including (i) non-continuing violations, (ii) all violations creating an immediate danger to health and safety, and (iii) continuing violations unrelated to building,

plumbing, electrical, or other similar structural or zoning issues, are punishable by administrative citation without a correction period. Nothing in this paragraph shall limit the authority of any County department or Enforcing Officer to, in their discretion, provide for a correction period for any type of violation.

(4) An administrative citation will include all of the following information:

The name and mailing address of the Responsible Party, as available or apparent to the Enforcing Officer.

A description of the violation and the code section(s) violated.

The date and approximate time of the violation or the inspection in which the violation was observed or detected.

The location of the violation or the inspection in which the violation was observed or detected.

An order prohibiting the continuation or repeated occurrence of the violation.

Corrective action(s) required to obtain compliance, and a statement that corrective actions must comply with the requirements of this Code, including permitting requirements.

The amount of the administrative fine.

The time period in which the administrative fine must be paid, the procedure and place to pay the fine(s), and any late charge(s) and interest if not timely paid.

A statement that payment does not excuse correction of the violation.

A description of the administrative citation appeal process, including the time within which to appeal the administrative citation.

The name and signature of the Enforcing Officer.

The date of issuance of the citation.

(e) Service.

(1) The administrative citation, compliance order, and all other notices served under this section shall be served on a Responsible Party as follows, unless another means of service is specified or agreed to:

An Enforcing Officer may personally serve the Responsible Party. The Enforcing Officer may obtain the signature of the Responsible Party to establish personal service. If the Responsible Party refuses to or otherwise does not provide a signature, the lack of signature shall in no way affect the validity of the administrative citation or related proceedings. The Enforcing Officer shall write on the citation's signature line that the Responsible Party refused to sign the citation.

The Enforcing Officer may effect service by first class mail and certified mail, postage prepaid and return receipt requested, to any one of the following: the property address where the violation is being maintained, the mailing address listed for the property owner on the last County equalized assessment roll, or any other location reasonably calculated to give notice to the Responsible Party.

If the Responsible Party is an entity and not an individual, and the proprietor or other individual authorized to accept service on behalf of the entity is at or near the premises, the Enforcing Officer may attempt personal service on such proprietor or individual or leave notice with an employee of the entity. A copy shall also be sent by first class mail and certified mail, postage prepaid and return receipt requested, to the property where the violation is being maintained or any other location reasonably calculated to give notice to the Responsible Party.

- (2) Personal service shall be effective on the date of personal service. Service by mail shall be effective on the date of verified receipt of certified mail. If the citation or notice is returned as unable to serve via certified mail, service is effective on the date three (3) days following deposit in the first-class mail.
- (3) Proof of service may be made by a declaration of service by any officer or employee of the County or by affidavit of any person over the age of eighteen years.
- (4) The failure of a person to receive or accept a properly addressed service shall not affect its validity or the validity of any proceedings relating to the violation(s).

(f) Fines.

- (1) Except as otherwise provided in this Code, for any violation that is subject to this section, the fine imposed by an administrative citation shall be up to one hundred dollars (\$100.00) for a first violation, up to two hundred dollars (\$200.00) for a second violation of the same ordinance within one year, and up to five hundred dollars (\$500.00) for each additional violation of the same ordinance within one year.

Except as otherwise provided in this Code, the amount of the fine for a violation of a building or safety ordinance shall be up to one hundred dollars (\$100.00) for a first violation, up to five hundred dollars (\$500.00) for a second violation of the

same ordinance within one year, and up to one thousand dollars (\$1,000.00) for each additional violation of the same ordinance within one year.

- (2) If the maximum fine amounts established by or referenced in Government Code section 53069.4 are increased or decreased by amendment, the fine amounts set forth in this subsection shall automatically be adjusted to equal the amended maximum amounts.
- (3) This subsection shall not supersede or limit any Code section that provides for administrative citations with fines that differ from those specified in this subsection.

(g) Payment.

The fine must be paid to the address specified in the administrative citation within thirty (30) days after the service of the citation. Payment of the fine under this section does not excuse any continuation or repeated occurrence of the violation that is the subject of the fine. The payment of a fine does not bar the County from taking any other enforcement action regarding a violation that is not corrected. Abatement of a violation shall not excuse the obligation of the Responsible Party to pay a fine or any late charges or interest imposed on its untimely payment.

(h) Appeal.

- (1) Any person to whom an administrative citation is issued may contest the citation by requesting a hearing pursuant to the procedures set forth in this section. The request must be made in a written appeal submitted within thirty (30) days after the service of the citation. The appeal must contain:

A brief statement setting forth the interest the appealing party has in the matter.

A brief statement of the material facts that the appellant claims supports the contention that no administrative fine should be imposed or that an administrative fine of a different amount is warranted.

An address at which the appellant agrees to receive, by first class-mail, notice of any additional proceedings or an order relating to the imposition of the administrative fine. Service of such notices shall be effective three (3) days following deposit in the first-class mail.

A signature by the appellant under penalty of perjury.

- (2) The appeal must be submitted with either (i) an advance deposit of the full amount of the fine or (ii) notice that a request for an advance deposit hardship waiver has been filed pursuant to this section. No hearing to contest an administrative citation shall be scheduled or heard unless and until the

administrative fine has been deposited in advance or an advance deposit hardship waiver has been granted.

- (3) The failure of any person to file a proper appeal in accordance with this section shall constitute a failure to exhaust administrative remedies, and a waiver of the right to an administrative hearing and adjudication of the administrative citation or fine or any portion thereof. The Enforcing Officer's decision regarding the violation and the amount of the fine shall be deemed confirmed.
- (4) The appeal provisions in this section may be applied in the absence of procedures to contest administrative citations authorized elsewhere in this Code but shall not supersede or limit any appeal and hearing procedures provided elsewhere in this Code.

(i) Advance Deposit Hardship Waiver.

- (1) Any person who requests a hearing and who is financially unable to pay the advance deposit of the fine as required by this section may file a request for an advance deposit hardship waiver.
- (2) The request for an advance deposit hardship waiver shall be filed with the County department that issued the administrative citation. The request shall be documented by a sworn statement, together with any supporting documents or materials, demonstrating the person's financial inability to deposit the full amount of the administrative fine in advance of the hearing. The director or designee may request additional information to verify the appellant's financial inability. The requirement that the full amount of the fine be deposited pursuant to this section shall be stayed until the director or designee makes a determination.
- (3) The director or designee shall issue a written determination of whether or not to issue the advance deposit hardship waiver. If the director or designee determines not to issue an advance deposit hardship waiver, the person shall remit the advance deposit of the fine to the County within seven (7) days of service of that decision to the address provided in the written appeal. Failure to pay the deposit in a timely manner shall result in a waiver of the right to a hearing before the Hearing Officer. The decision of the director or designee shall be final and there shall be no right of appeal to the Board of Supervisors.

(j) Notice of Hearing.

- (1) Only after a request for hearing is received within the required period, and the Responsible Party requesting the hearing has either deposited the fine in full or obtained an advance deposit hardship waiver, shall the County set the date and time for the appeal hearing.

The hearing shall be set for a date no more than sixty (60) days from the date of a timely filed appeal unless the Enforcing Officer determines that good cause exists for an extension of time.

- (2) The appellant shall be served with notice of the date, time, and place set for the hearing at least fifteen (15) days prior to the date of the hearing. Notice shall be mailed to the address provided in the written appeal.
- (3) If the Enforcing Officer submits an additional written report concerning the administrative citation to the Hearing Officer for consideration at the hearing, then a copy of this report shall also be served on the person requesting the hearing at least five (5) days prior to the date of the hearing.
- (4) Hearings may be continued once at the request of the appellant or the Enforcing Officer who issued the citation. The Hearing Officer may also continue the hearing on his or her own accord for cause.

(k) Hearing Officer.

The Hearing Officer shall be a person designated by the Board of Supervisors to preside over hearings concerning administrative citations. The designated Hearing Officer shall be an impartial person, such as:

An Administrative Law Judge provided by the State of California Office of Administrative Hearings pursuant to Government Code section 27727;

Any duly appointed individual who meets the requirements of Government Code section 27724; or

An independent contractor hired from an organization that provides hearing officers.

(l) Conduct of Hearing.

- (1) The hearing serves to provide full opportunity for a person subject to an administrative citation to object to the determination that a violation has occurred, that the violation continues to exist, that the cited person was in fact the person responsible for the violation, and/or the amount of the administrative fine.
- (2) At the place and time set forth in the notice of hearing, the Hearing Officer shall conduct a hearing and consider all written or oral evidence presented at the hearing. Administrative hearings are informal and need not be conducted according to technical rules related to evidence and witnesses, except as provided herein. Irrelevant evidence shall be excluded, and the Hearing Officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time. Each party shall have the opportunity to present evidence in support of that

party's case and to cross examine any witnesses present. Oral evidence shall be taken only on oath or affirmation. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The refusal of a witness at a hearing to answer any question which has been ruled to be proper may be grounds for striking the portions of the testimony of such witness on related matters or making such inferences as may be proper under the circumstances, unless the refusal to answer is privileged. The County bears the burden of proof to establish the violation, and the standard of proof shall be by a preponderance of the evidence.

The administrative citation and any additional report submitted by the Enforcing Officer or his or her designee shall constitute prima facie evidence of the respective facts contained in those documents.

Parties may represent themselves or be represented by any person of their choice.

- (3) The Hearing Officer may continue the hearing and request additional information from the Enforcing Officer or the person receiving the administrative citation prior to issuing a written decision.
- (4) Absent a showing of good cause or the prior granting of a continuance in writing, the failure of the appellant to appear at the hearing shall constitute a forfeiture of the fine and a failure to exhaust administrative remedies.

(m) Decision.

- (1) In making a decision regarding the administrative fine, the Hearing Officer shall consider all evidence presented; the seriousness of the violation; the willfulness of the Responsible Party and the Responsible Party's efforts to correct the violation; the injury or damage, if any, suffered by any member of the public; any instances in which the Responsible Party has been in violation of the same or similar code provisions at the site of the current violation in the previous three (3) years; the amount of administrative penalties which have been imposed in similar situations; and any other factors the Hearing Officer deems material.
- (2) No later than twenty (20) days after the date on which the hearing concludes, or after the appellant has failed to appear at the hearing, the Hearing Officer will issue a written decision to the County and appellant to (i) uphold or reject the finding of a violation and (ii) uphold, modify, suspend, or cancel the administrative fine. The decision shall list the reason or reasons for the decision and may order the Responsible Party to correct violations within a specified time period or take other action as authorized or required by the County Code and applicable state laws.

- (3) If the Hearing Officer determines that the administrative citation should be upheld, then the fine amount on deposit with the County shall be retained by the County. If the Hearing Officer determines that the administrative citation should be upheld and the fine has not been deposited pursuant to an advance deposit hardship waiver, the Hearing Officer shall set forth in the decision a payment schedule for the fine. The decision shall inform the Responsible Party that if the fine is not paid within the time specified it may be collected as provided in this section.

If the Hearing Officer determines that the administrative citation should be canceled or that the fine deposited with the County should be returned, in whole or in part, the County shall refund the amount of the deposited fine owed to the Responsible Party within 30 days of the cancellation or reduction.

- (4) The decision of the Hearing Officer shall be final. The failure to comply with the final decision of the Hearing Officer shall be a misdemeanor. The filing of a criminal misdemeanor action does not preclude the County from using any other legal remedy available to gain compliance with the decision.

(n) Final Order.

The imposition of the administrative fine becomes a final order at one of the following times:

On the deadline for payment specified in the administrative citation, if the Responsible Party fails to pay the fine or fails to file an appeal as provided in this section.

On the date of the written decision by the Hearing Officer, if the Responsible Party filed an appeal as provided in this section and deposited the fine amount with the appeal.

On the deadline for payment specified in the written decision by the Hearing Officer upholding all or part of the administrative citation, if the Responsible Party filed an appeal as provided in this section and obtained an advance deposit hardship waiver.

(o) Judicial Review.

A Hearing Officer's decision must be appealed to the Superior Court of Sonoma County in accordance with the provisions set forth in Government Code section 53069.4 or Code of Civil Procedure section 1094.5.

(p) Late Payment and Collection.

- (1) Any person who fails to pay an administrative fine on or before the date the imposition of the fine becomes a final order shall be liable for the payment of a

late payment charge as established by a resolution adopted by the Board of Supervisors. In the absence of such resolution, the late payment charge for payments received after the due date shall be twenty-five percent (25%) of the fine.

- (2) The Board of Supervisors may, by resolution, also establish and impose a 10% interest charge on fines that are not fully paid to the County on the due date. Interest shall not be imposed on a late charge, and shall not exceed the maximum allowable rate allowed by law. The rate of interest and the commencement of its accrual may be modified from time to time by a resolution of the Board of Supervisors.
- (3) Unpaid fines and interest thereon and/or late charges shall be a personal obligation and debt of the Responsible Party which may be collected by the County in any manner allowed by law including but not limited to referring the matter to a third party collection agency or filing a civil action. The County may also recover the County's collection costs, including attorney fees. The remedies set forth in this subsection are not exclusive and may be used in addition to those set forth elsewhere in this code or by law.

(q) Recordation.

- (1) When a property-based violation for which a correction period was provided remains uncorrected after the expiration of the period to appeal an administrative citation, or after a Hearing Officer's decision upholding the finding of a violation, a copy of the administrative citation may be recorded in the official records of the County of Sonoma if the following prerequisites are met:

A violation has remained uncorrected on the property for at least thirty (30) days after the imposition of an administrative fine becomes a final order.

The owner, if not the Responsible Party, has been notified of the prospective recordation and been offered the opportunity to correct the violation. Notice to the owner(s) shall be sent to the address listed in the County Assessor's roll.

The recorded citation shall include the name of the property owner(s), assessor's parcel number, the parcel's legal description, and a copy of the latest citation.

- (2) When the Enforcing Officer determines that all violations have been corrected or removed and all fines and any costs or interest have been paid, the property owner and any other Responsible Parties shall be issued a notice of compliance, which can be recorded.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 11
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Elizabeth Tyree (707) 565-2575

Supervisorial District(s):

3rd

Title: District Matching Grant Program application for Cooper Creek Addition to Taylor Mountain Regional Park and Open Space Preserve.

Recommended Actions:

Adopt resolution authorizing the Director of Regional Parks to apply for the Agricultural Preservation and Open Space District's Matching Grant Program in the amount of \$740,000 for Cooper Creek Addition to Taylor Mountain Regional Park and Open Space Preserve acquisition project and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer this grant.

Executive Summary:

Regional Parks is seeking \$740,000 to acquire a 54-acre parcel in southeast Santa Rosa as an addition to Taylor Mountain Regional Park and Open Space Preserve. This acquisition would protect riparian habitat on a scenic hillside property and offer the opportunity to expand neighborhood access to Taylor Mountain and future trail connections to the Santa Rosa Southeast Greenway and connection to Annadel State Park. Funding would also provide signage and cleanup of refuse from prior unauthorized use. The current property owner wishes to sell the property and Regional Parks is pursuing current funding opportunities including funding from the District's Matching Grant program.

Discussion:

The Agricultural Preservation and Open Space District ("District") issued a call for applications for the 2018 Matching Grant Program, releasing the Guidelines and Applications Materials on January 16, 2018. The District anticipates awarding \$4 million countywide in Matching Grant Projects this year to public agencies and non-profit organizations. This competitive grant program provides funding for projects that provide open space, community recreation, or public access opportunities within and near incorporated areas and other urbanized areas of Sonoma County.

Regional Parks is requesting the Board's support to apply for \$740,000 from the District's Matching Grant Program to acquire a 54-acre parcel (APN 038-261-010) in southeast Santa Rosa. This project

offers a unique opportunity to expand neighborhood access to Taylor Mountain Regional Park and Open Space Preserve, enable future connections between the park and planned urban trails, and protect riparian habitat on a scenic hillside property.

The owner's representative contacted Regional Parks in late October 2017, to gauge our interest in acquiring this Property. The owner is exploring selling the Property for open space preservation before putting the Property up for sale. The owner is providing a limited amount of time for us to acquire the Property before listing on the open market. We currently have the owner's agreement not to sell the Property if we apply for a Matching Grant.

Discussions with City of Santa Rosa and Sonoma Land Trust staff recognize the value in protecting the Property's natural and scenic resources and the opportunity for future trail connection between Taylor Mountain and Annadel State Park. The Project is consistent with the City of Santa Rosa General Plan, specifically under the Open Space and Conservation Element, Section A Open Space, OSC-A-4 Encourage the Sonoma County Agricultural Preservation and Open Space District to appropriate funds for acquisition of open space within and surrounding Santa Rosa, including Taylor Mountain as a priority; Section B Conserve the city's open spaces and significant natural features, OSC-B-1 Prohibit development on hillsides and ridgelines where structures would interrupt the skyline; and Section E Citywide Creek Master Plan, Ensure local creeks and riparian corridors are preserved, enhanced, and restored as habitat for fish, birds, mammals and other wildlife.

After acquisition Regional Parks will complete cleanup of minor refuse from unauthorized site use with groups including the Sonoma County Trails Council and their volunteers, and continue working with volunteers for site patrol. Guided tours would also occur as part of the community engagement process, providing orientation and receiving feedback on possible trail connections.

Regional Parks recommends providing the long-term operation and management of the Property as a part of the 1,100-acre Taylor Mountain Regional Park and Open Space Preserve. Management will include volunteer coordination with community groups, and the adjacent church and synagogue and other organizations for site cleanup and future trail development. Unless and until a separate project to expand services in the expansion area are approved by the Board, operations and maintenance costs on the newly acquired land should be minimal.

The Matching Grant Program requires a dollar-for-dollar matching contribution of which 50% must be in cash and the remaining funds can be in-kind contributions from the agency and community partners. Regional Parks is partnering with Sonoma Land Trust to create a robust fundraising plan including private and public sources. Already, the Sonoma County Regional Parks Foundation is contributing \$5,000. The Sonoma Trails Council is contributing \$2,000 plus in-kind labor and coordinating volunteer services valued as \$15,000. Redwood Empire Mountain Bike Alliance is providing \$750 as well as two volunteer work days valued as \$5,000. Regional Parks will be providing in-kind services to oversee cleanup work and provide fence repairs and signage valued as \$40,000. Sufficient funds to complete this acquisition project and for ongoing operations and maintenance will be secured prior to beginning the project.

Prior Board Actions:			
<p>May 22, 2018 received the County of Sonoma Capital Project Plan 2018-2023, including subject Taylor Mountain Expansion project.</p> <p>October 25, 2016 accepted Santa Rosa Southeast Greenway into the Agricultural Preservation and Open Space District's Matching Grant Program.</p>			
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
This funding would support acquiring open space lands that will protect scenic and natural resources and create the opportunity to provide recreational and educational opportunities.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There is no fiscal impact to this item. If the grant application is approved, this funding and the related expenditures will be included in the FY 2018-2019 budget. Matching funds will be allocated from funds already dedicated to the project or additional grants from other entities.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			

Attachments:
Resolution, map
Related Items "On File" with the Clerk of the Board:



County of Sonoma
State of California

Date: July 24, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Submittal Of An Application For Funding For \$740,000 Grant To The Sonoma County Agricultural Preservation And Open Space District's Matching Grant Program For Cooper Creek Addition To Taylor Mountain Regional Park And Open Space Preserve, Located In Southeast Santa Rosa; Acknowledging That There Are Sufficient Match Funds And Funds To Operate And Maintain The Project; And Authorizing The Director Of Regional Parks To Sign And Submit All Required Documentation For The Application And Grant Agreement Documents, If Awarded.

Whereas, in accordance with the voter-approved Expenditure Plan, the Sonoma County Agricultural Preservation and Open Space District (District) has established a competitive Matching Grant Program (the Program) for projects that provide open space, community recreation, or public access opportunities within and near incorporated areas and other urbanized areas of Sonoma County; and

Whereas, the District released Guidelines and Application Materials for the 2018 round of funding on January 16, 2018; and

Whereas, the Regional Parks Department has identified a 54-acre parcel (038-261-010) in southeast Santa Rosa with open grassland, oak woodland, and riparian habitat on a scenic hillside property directly north of Taylor Mountain Regional Park and Open Space Preserve as a priority project for implementation under the Taylor Mountain Expansion project of the Five Year Capital Improvement Plan 2018-2023; and

Whereas, the Board of Supervisors acknowledges that the Project would be competitive under the District's 2018 Program Guidelines as an acquisition project and will expand neighborhood access to Taylor Mountain Regional Park and Open Space Preserve, enable future connections between the park and planned urban trails, and protect a half mile of Cooper Creek; and

Whereas, the District's Program requires applicants to provide a one-to-one matching contribution for the project; and

Resolution #

Date:

Page 2

Whereas, the Regional Parks Department has identified \$740,000 of matching funds, which includes foundation grants and in-kind donation of material and labor; and

Whereas, the total project cost for the implementation of the Project is \$1,484,000; and

Whereas, if implemented the Regional Parks Department will operate and maintain the Project; and

Now, Therefore, Be It Resolved that this Board of Supervisors hereby finds, determines, declares, and orders as follows:

1. **Truth of Recitals.** That the forgoing recitations are true and correct.
2. **The Director** of Regional Parks is hereby authorized to submit an application for funding to the District's Program in the amount of \$740,000 to acquire the 54-acre Cooper Creek Addition to Taylor Mountain Regional Park and Open Space Preserve.
3. **Grant Agreement.** Director of the Regional Parks Department is hereby authorized to conduct all negotiations and submit and sign all documents, including but not limited to, application, matching grant agreement, conservation easement, recreation covenant, irrevocable offer(s) of dedication, amendments, reimbursement requests and so on, which may be necessary for completion of the project.
4. **Matching Funds.** If awarded funding, the Regional Parks Department has or will have available \$740,000 for matching funds and sufficient to complete the project.
5. **Operations and Maintenance.** The Regional Parks Department has or will have available sufficient funds to operate and maintain the project, if awarded funding.
6. **Program Guidelines.** The Regional Parks Department has reviewed, understands, and agrees to the provisions contained in the Program Guidelines.
7. **Legal Compliance.** The Regional Parks Department acknowledges that if the Project is funded, it will be required to comply with all federal, state and local laws.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

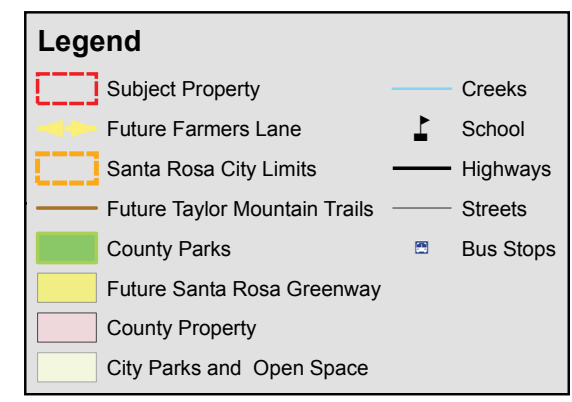
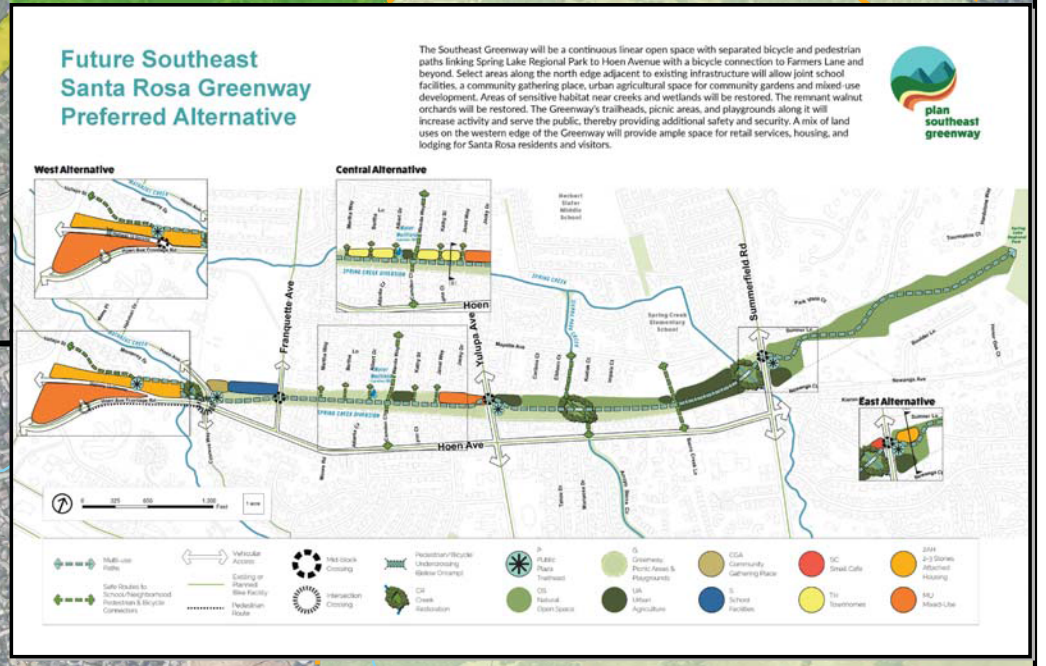
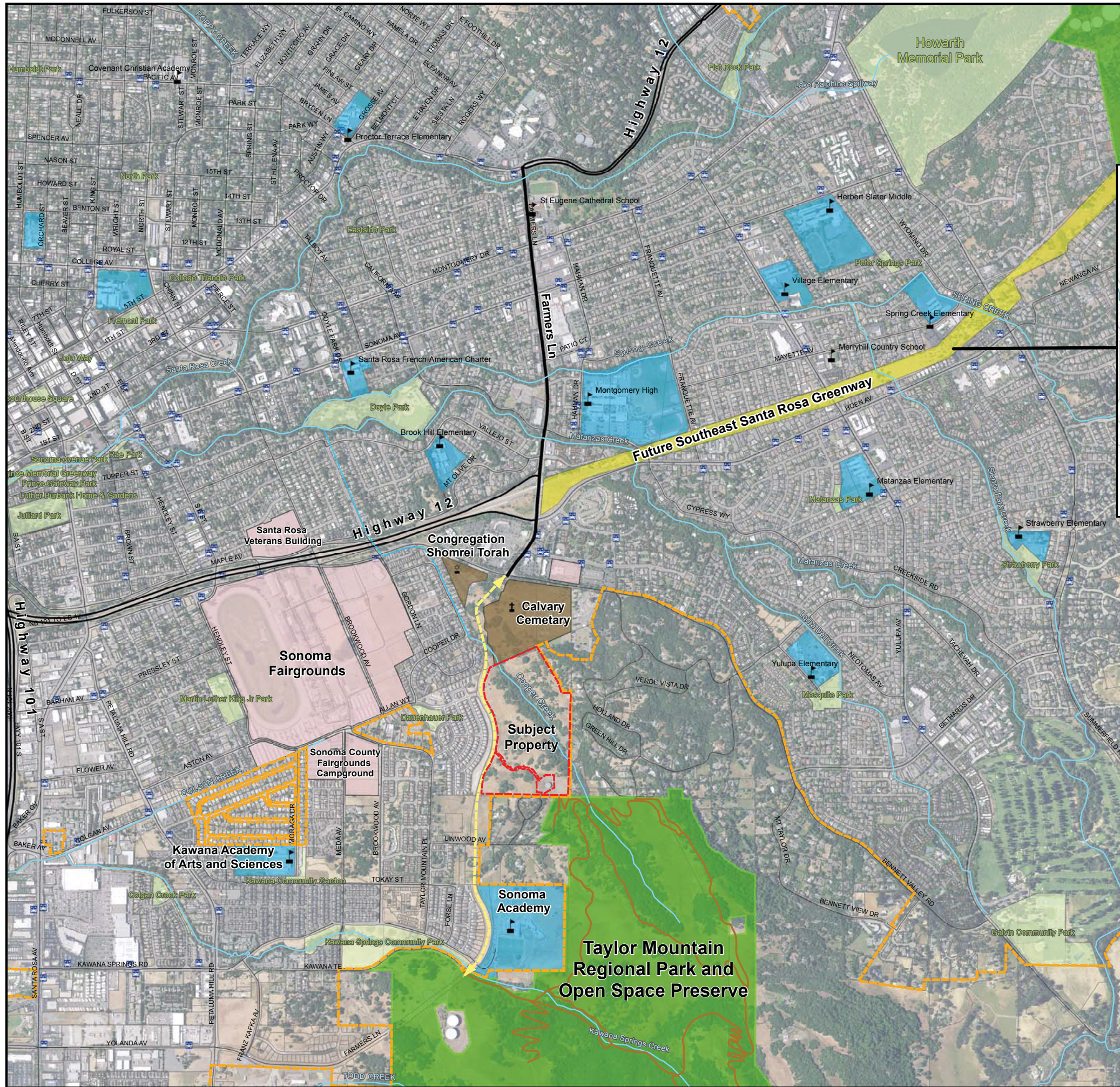
Ayes:

Noes:

Absent:

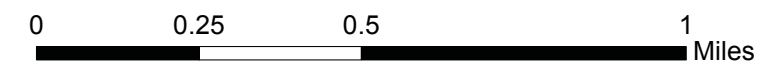
Abstain:

So Ordered.



COOPER CREEK ADDITION Taylor Mountain Regional Park and Open Space Preserve

Regional Map





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 12
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Heidi Keith, 565-2812

Supervisorial District(s):

2nd District

Title: Agreement for Supplemental Law Enforcement Services with Sonoma Raceway

Recommended Actions:

Authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Sonoma Raceway for its National Hot Rod Association (NHRA) races from July 26, 2018 through July 29, 2018 for revenue in the amount of \$109,241 to ensure the safety of Sonoma County citizens during a major outdoor event.

Executive Summary:

The Sheriff's Office requests that the Board authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Sonoma Raceway to provide security services at the National Hot Rod Association (NHRA) race event and receive reimbursement for direct and indirect costs estimated at \$109,241. This is the Sheriff's Office twenty-seventh consecutive year providing these services.

Discussion:

Background:

Government Code Section 53069.8 allows the Board of Supervisors to contract on behalf of the Sheriff to provide supplemental law enforcement services to private entities. Resolution 93-1720 authorizes the Sheriff to execute any contract for supplemental law enforcement services on behalf of the County that does not exceed \$25,000. Any contract over the \$25,000 threshold continues to require the Board's authorization. Additionally, the Board annually adopts an ordinance establishing fees for security services.

The Sonoma County Sheriff's Office has been providing special security services to Sonoma Raceway (formerly Infineon Raceway) for the past twenty-six years. The services provided under this Agreement are above and beyond the normal level of law enforcement services provided to the community by the Sheriff's Office. The County is reimbursed by Sonoma Raceway for both direct and indirect costs of providing these special security services.

Request:

The scope of services to be provided includes sergeant, deputy, dispatcher, and community service officer staff time, and patrol cars staggered over the four days from July 26, 2018 through July 29, 2018. The cost of these services is estimated at \$109,241. The Agreement is substantially the same as the Board approved agreements from prior years in terms of staffing and costs. The services to be provided will in no way interfere with regular law enforcement services provided by the Sheriff’s Office. The operational costs and corresponding revenue reimbursement are included in the Sheriff’s Office FY 18-19 recommended budget.

Prior Board Actions:

Board has approved annual security service agreements since 1991.

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

The Agreement for Supplemental Security Services with Sonoma Raceway will allow for supplemental law enforcement services to be provided for a large racing event. These services will help to ensure the safety of the event attendees and the surrounding community.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		109,241	
Additional Appropriation Requested			
Total Expenditures		109,241	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		109,241	
Use of Fund Balance			
Contingencies			
Total Sources		109,241	

Narrative Explanation of Fiscal Impacts:

The Agreement calls for the reimbursement of both direct and indirect costs in FY 18-19 associated with providing special security services. The final amount will be determined at the conclusion of the event.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Agreement for Supplemental Law Enforcement Services with Sonoma Raceway for the National Hot Rod Association (NHRA) races from July 26, 2018 through July 29, 2018.			
Related Items “On File” with the Clerk of the Board:			

Agreement for Supplemental Law Enforcement Services

This Agreement for Supplemental Law Enforcement Services is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter called "County"), and Sonoma Raceway, a corporation authorized to operate in the State of California (hereinafter called "Service Recipient").

WHEREAS, Government Code section 53069.8 authorizes County, through the Sonoma County Sheriff's Office, to provide supplemental law enforcement services to private individuals or entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, Service Recipient has requested supplemental law enforcement services to be provided at the National Hot Rod Association (NHRA) race event, Thursday, July 26, 2018 through Sunday, July 29, 2018 as described herein, and such services are considered to be beyond the normal and regular law enforcement services that County would otherwise have provided to Service Recipient but for this Agreement.

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

1. SUPPLEMENTAL LAW ENFORCEMENT SERVICES

County agrees to provide law enforcement services in the manner set forth herein. Such services shall be rendered by regularly-appointed peace officers who are employed by the County Sheriff's Office and shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the Sheriff under State statutes and local ordinances. Services may include traffic control, parking enforcement, and general law enforcement at the event location to the extent specified in this Agreement or as determined necessary by Sheriff's Office employees performing services.

Exhibit A, which is incorporated into this Agreement by this reference, sets forth the specific level of services to be provided, as well as the date(s) and time(s) that services are scheduled. The specified hours of services include travel time to and from the event location.

Supplemental security services can only be provided based on the availability of qualified personnel. In addition, the requirements of the Sheriff, whether normal or extraordinary, shall be deemed paramount to this contract. In the event of an unanticipated emergency that in the Sheriff's sound discretion requires the use of any employees, vehicles, and/or equipment contemplated by this Agreement, the Sheriff may withdraw personnel, vehicles, and/or equipment without consent of Service Recipient and with no liability therefor.

2. EVENT LOCATION

Sheriff's deputies will initially report to work at the Sonoma County Sheriff's Main Office in Santa Rosa and shall then respond to the identified event at Sonoma Raceway at Highways 37 and 121 in Sonoma County, California.

3. **SUPERVISION**

The responsibility for assignment of personnel, supervision of law enforcement services, establishing standards of performance, determining and effecting discipline, determining equipment required, and other matters relating to the performance of services and control of personnel under this Agreement, shall remain with County. County is also bound to abide by bargaining agreements covering County employees performing services hereunder.

In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the parties as to the manner of performance of required services, the determination by the Sheriff, or his on-site representative, shall be final and conclusive.

4. **JOB ACTIONS BY COUNTY EMPLOYEES**

In the event of a work slow-down, strike, "blue flu," or any other form of job action by County employees assigned to perform duties specified under this Agreement, County may provide a reduced level of service and Service Recipient will be responsible for payment for only those services actually provided.

5. **COMPENSATION FOR SERVICES**

The total cost of providing the level of services required under this Agreement shall be based on the rates set forth in Exhibit A. These rates are established by the Board of Supervisors for special security services, and include allowable direct and indirect costs estimated to be incurred by County for provision of the requested services. County estimates that the cost to Service Recipient of providing the level of services set forth in Exhibit A is \$109,241.08 including costs for mileage. The actual and final amount Service Recipient is required to pay County for provision of services pursuant to this Agreement shall be based on the actual services rendered and costs incurred, pursuant to the rates set forth in Exhibit A.

County shall provide an invoice for the costs Service Recipient incurs under this Agreement upon completion of the required security services. Service Recipient is required to pay the full cost of such invoice within 30 days after receipt.

6. **BOOKING AND PROCESSING PRISONERS**

Service Recipient will not be required to reimburse County for the cost of booking and processing individuals arrested and booked into the Sonoma County Jail by personnel performing services hereunder.

7. **SERVICES AND MATERIALS TO BE PROVIDED BY SERVICE RECIPIENT**

Sonoma Raceway will provide the following:

- (a) Meals for all Sheriff's Office personnel.
- (b) Parking area for Sheriff's Mobile Command Post with power supply on site and four phone lines.

- (c) Detention facility.
- (d) 14 golf carts for use by Sheriff's Office Personnel.
- (e) Fuel for golf carts and Sheriff's motorcycles.
- (f) 3 motor homes.

8. AUTHORIZATION FOR ENFORCEMENT OF TRESPASS LAWS

Sonoma Raceway authorizes the Sonoma County Sheriff's Office to act as follows during the period of Thursday, July 26, 2018, at 1:00 pm through Sunday July 29, 2018, at 8:00 pm:

(a) Sonoma County Deputy Sheriffs are authorized to act as agents for Sonoma Raceway when enforcing Sonoma Raceway's rules and policies, and when enforcing California Penal Code Section 602 (which makes it a misdemeanor to enter upon certain types of lands and then refusing or failing to leave the lands immediately upon being requested by the owner or the owner's agent, *inter alia*); and

(b) Sonoma County Deputy Sheriff's shall act at the request of Sonoma Raceway in enforcing Penal Code Section 602.1(a) (which provides in part that any person who intentionally interferes with any lawful business or its customers and who refuses to leave the premises after being requested by a peace officer acting at the request of the owner, is guilty of a misdemeanor).

9. TERM OF AGREEMENT

This Agreement shall be effective immediately upon execution by both parties and shall terminate upon performance of all obligations hereunder, unless terminated earlier in accordance with provision 10, Termination.

10. TERMINATION

Either party may terminate this Agreement by giving written notice to the other of not less than 7 days. Service Recipient shall pay County for all costs of services rendered through and until the final date of termination.

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

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

COUNTY: Sheriff's Administration
Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403
Tel: (707) 565-2872
Fax: (707) 565-6018

SERVICE RECIPIENT:

Sonoma Raceway
Attn: Jere Starks
Highways 37 and 121
Sonoma, CA 95476
Tel: (707) 938-8448

12. INSURANCE

(a) Insurance Required: With respect to the performance of services provided by County under this Agreement, Service Recipient shall be required to maintain insurance as described below:

(1) Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.

(i) "The County of Sonoma, including its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(ii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(iii) The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.

(iv) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Risk Management Division."

(b) Insurance Documentation Required: The following insurance documentation shall be submitted to the County of Sonoma, Sheriff's Office:

(1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of the County's request.

(c) Policy Obligations: Service Recipient's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(d) Material Breach: If Service Recipient, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Service Recipient resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Service Recipient, County may deduct from sums due to Service Recipient any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

13. ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

14. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the written consent of the other party. No assignment or delegation shall be of any force or effect unless and until the necessary written consent has been provided.

15. NONDISCRIMINATION

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

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

16. 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.

17. NO WAIVER OF BREACH

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

18. 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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

19. CONSTRUCTION OF AGREEMENT AND VENUE

This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FORGOING TERMS AND PROVISIONS OF THIS AGREEMENT AND AGREE THERETO.

Sonoma Raceway

By: [Signature]
Jere Starks, Vice President of Facilities and
Authorized Agent of Sonoma Raceway

Dated: 4/8/18

County of Sonoma

By: _____
Sheriff-Coroner or his Designee

Dated: _____

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

Dated: 6/11/2018

CERTIFICATES OF INSURANCE:

By: [Signature]

Dated: 6/6/18

Exhibit A

Security services provided pursuant to the attached Agreement shall be provided as an open book account. The rates for such services are listed below, followed by the estimated level of services to be provided and their costs:

<p align="center"><u>NHRA 2018</u> Sonoma Raceway 29355 Arnold Drive Sonoma, CA 95476 Att: Jere Starks</p>					<u>Sgt</u>	<u>Deputy</u>	<u>CSO</u>	<u>Dispatcher</u>	<u>Personnel</u>			
				Total Hours by rank	134.50	784.00	5.00	84.00	Total Hours	1007.50		
				Rate by rank	\$128.60	\$105.83	\$49.47	\$74.00				
				Total cost by rank	\$17,296.70	\$82,970.72	\$247.35	\$6,216.00	Personnel Total Cost	\$106,730.77		
									<u>Vehicle</u>			
									Total # Used	22		
									Cost/day	\$65.75		
									Vehicle Total Cost	\$1,446.50		
									Mileage Round trip	50		
									Total miles driven	1,100		
									Cost/mile	\$0.69		
									Mileage Total Cost	\$759.00		
									<u>Other</u>			
									Fuel	\$304.81		
									Golf Cart Rental			
									Other Total Cost	\$304.81		
									Final Total Cost	\$109,241.08		
<u>Day</u>	<u>Rank</u>	<u>Name</u>	<u>Call</u>	<u>Assignment</u>	<u>Vehicle</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Disp</u>
Thursday	Sgt			Patrol		13.00	21.00	8.00	8.00			
7/26/2018	Dep			Intel		16.00	21.00	5.00		5.00		
	Dep			Intel		16.00	21.00	5.00		5.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
	Dep			Patrol		21.00	6.00	9.00		9.00		
Friday	Sgt			Supervisor		6.00	18.00	12.00	12.00			
7/27/2018	Sgt			Supervisor		16.00	2.00	10.00	10.00			
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol		8.00	18.00	10.00		10.00		
	Dep			Patrol		8.00	18.00	10.00		10.00		
	Dep			Motor unit		12.00	22.00	10.00		10.00		
	Dep			Motor unit		12.00	22.00	10.00		10.00		
	Dep			Motor unit		12.00	22.00	10.00		10.00		
	Dep			Motor unit		12.00	22.00	10.00		10.00		
	Dep			Patrol/coroner		12.00	22.00	10.00		10.00		
	Dep			Patrol		12.00	22.00	10.00		10.00		

Exhibit A

	Dep		Patrol	16.00	2.00	10.00		10.00		
	Dep		Patrol	16.00	2.00	10.00		10.00		
	Dep		Patrol	16.00	2.00	10.00		10.00		
	Dep		Patrol	18.00	4.00	10.00		10.00		
	Dep		Patrol	18.00	4.00	10.00		10.00		
	Dep		Patrol	18.00	6.00	12.00		12.00		
	Dep		Patrol	18.00	6.00	12.00		12.00		
	Dep		Parking	0.00	0.00	0.00		0.00		
	CSO		Parking	0.00	0.00	0.00			0.00	
	Disp		Dispatch	7.00	19.00	12.00				12.00
	Disp		Dispatch	19.00	7.00	12.00				12.00
	Dep		Arrest van	12.00	22.00	10.00		10.00		
	Sgt		EOD	5.00	21.00	16.00	16.00			
	Dep		EOD	5.00	21.00	16.00		16.00		
	Dep		EOD	5.00	21.00	16.00		16.00		
	Dep		EOD K9	5.00	21.00	16.00		16.00		
	Dep		Intel	9.00	22.00	13.00		13.00		
	Dep		Intel	9.00	22.00	13.00		13.00		
						0.00				
Saturday	Sgt		Supervisor	6.00	18.00	12.00	12.00			
7/28/2018	Sgt		Supervisor	16.00	2.00	10.00	10.00			
	Dep		Patrol	6.00	16.00	10.00		10.00		
	Dep		Patrol	6.00	16.00	10.00		10.00		
	Dep		Patrol/Coroner	8.00	18.00	10.00		10.00		
	Dep		Patrol/SAR	8.00	18.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Sgt		Motor unit	10.00	20.00	10.00	10.00			
	Dep		Motor unit	10.00	20.00	10.00		10.00		
	Dep		Motor unit	10.00	20.00	10.00		10.00		
	Dep		Motor unit	10.00	20.00	10.00		10.00		
	Dep		Motor unit	10.00	20.00	10.00		10.00		
	Dep		Motor unit	10.00	20.00	10.00		10.00		
	Dep		Patrol	16.00	2.00	10.00		10.00		
	Dep		Patrol	18.00	2.00	8.00		8.00		
	Dep		Patrol	18.00	6.00	12.00		12.00		
	Dep		Patrol	18.00	6.00	12.00		12.00		
	Dep		Patrol	0.00	0.00	0.00		0.00		
	Dep		Patrol	0.00	0.00	0.00		0.00		
	Dep	VACANT	Parking	0.00	0.00	0.00		0.00		
	CSO	VACANT	Parking	0.00	0.00	0.00			0.00	
	Disp		Dispatch	7.00	19.00	12.00				12.00
	Disp		Dispatch	12.00	0.00	12.00				12.00

Exhibit A

	Disp		Dispatch	19.00	7.00	12.00				12.00
	Dep		Arrest van	12.00	22.00	10.00		10.00		
	Dep		Intel	7.00	17.00	10.00		10.00		
	Dep		Intel	7.00	17.00	10.00		10.00		
	Sgt		EOD	4.50	17.00	12.50	12.50			
	Dep		EOD	4.50	17.00	12.50		12.50		
	Dep		EOD	5.00	17.00	12.00		12.00		
	Dep		EOD K9	5.00	17.00	12.00		12.00		
Sunday	Sgt		Supervisor	6.00	18.00	12.00	12.00			
7/29/2018	Sgt		Supervisor	10.00	20.00	10.00	10.00			
	Dep		Patrol	6.00	16.00	10.00		10.00		
	Dep		Patrol	6.00	16.00	10.00		10.00		
	Dep		Patrol/Coroner	8.00	18.00	10.00		10.00		
	Dep		Patrol/SAR	8.00	18.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Dep		Patrol	9.00	19.00	10.00		10.00		
	Sgt		Motor unit	9.00	19.00	10.00	10.00			
	Dep		Motor unit	9.00	19.00	10.00		10.00		
	Dep		Motor unit	9.00	19.00	10.00		10.00		
	Dep		Motor unit	9.00	19.00	10.00		10.00		
	Dep		Motor unit	9.00	19.00	10.00		10.00		
	Dep		Motor unit	9.00	19.00	10.00		10.00		
	Dep		Motor unit	9.00	19.00	10.00		10.00		
	Dep		Motor unit	9.00	19.00	10.00		10.00		
	Dep		Patrol	20.00	6.00	10.00		10.00		
	Dep		Patrol	20.00	6.00	10.00		10.00		
	Dep		Parking	7.00	12.00	5.00		5.00		
	CSO		Parking	7.00	12.00	5.00			5.00	
	Disp		Dispatch	7.00	19.00	12.00				12.00
	Disp		Dispatch	7.00	19.00	12.00				12.00
	Dep		Arrest Van	10.00	20.00	10.00		10.00		
	Dep		Intel	6.50	20.00	13.50		13.50		
	Dep		Intel	7.50	19.50	12.00		12.00		
	Sgt		EOD	4.50	16.50	12.00	12.00			
	Dep		EOD	4.50	16.50	12.00		12.00		
	Dep		EOD	4.50	16.50	12.00		12.00		
	Dep		EOD K9	4.50	16.50	12.00		12.00		
							134.50	784.00	5.00	84.00



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, (707) 565-2231

Supervisorial District(s):

All

Title: LSA Associates, Inc. Amendment to Agreement for Mitigation Compliance Services

Recommended Actions:

Approve and authorize the Chair to execute an amendment to a Professional Services Agreement (PSA) with LSA Associates, Inc. The amendment will extend the term of the agreement from July 1st, 2018 through December 31st, 2020, for a cost not to exceed \$193,558.

Executive Summary:

The Department of Transportation and Public Works, Airport Division (Airport) requests approval of a second amendment to a professional services agreement with LSA Associates, Inc. in order to continue required environmental mitigation management, oversight and coordination of all aspects of permit compliance for the Runway Safety Project. The existing amended Professional Services Agreement with LSA Associates, Inc. dated December 29, 2017 (PSA), expires on June 30th, 2018. Implementation of environmental mitigation requirements have been extended due to delays in the State and Federal agency plan approval and the time necessary for selecting contractors for the various construction and long term maintenance agreements along with delays related to the October 2017 Sonoma County wildfires. This proposed amendment to the existing PSA will ensure that required permit compliance work, site monitoring, and regulatory reporting will continue for the required period of time.

Discussion:

In connection with the Runway Safety Area Project, the County is required to complete certain riparian and wetland environmental mitigation as part of various permit conditions of the US Army Corps of Engineers, Regional Water Quality Control Board, United States Fish and Wildlife Services, and the California Department of Fish and Wildlife, as well as the requirements set forth in the Environmental Impact Report and the Environmental Assessment. Permit compliance requires procurement, rehabilitation, monitoring, and maintenance of various environmental mitigation sites on the Santa Rosa plain.

In order to support these efforts, the Airport entered into a Professional Services Agreement with LSA Associates, Inc. on March 11, 2014, and was amended on October 14, 2014. After lapsing on December 31, 2015 the Airport entered into a new Professional Services Agreement on July 19, 2016, which was extended until June 30, 2018 by the Director of Transportation and Public Works with the approval of County Counsel. The initial Professional Services Agreement covered services of this same nature, but as the project has continued certain additional tasks are required and/or anticipated tasks have required more time and resources to complete, so this work is being completed as an amendment to the existing contract pursuant to the original process.

The requested amendment will provide the time and financial resources to complete the final phases of the environmental mitigation associated with the Sonoma County Airport runway extension project.

The following on-going services under the PSA will need to be conducted between July 2018 and December 2020:

- Permit documentation compliance: This task consists of various reporting requirements under Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) permits. This task also includes preparation of a post-construction Biological Opinion compliance report;
- On-site Creek Mitigation: This task entails conducting Airport Creek annual mitigation monitoring; we have currently completed the year 2 annual report. This task also includes oversight of on-going management of the Airport Creek mitigation area. We assume that the final year of monitoring (year 5) will be 2020 and no further monitoring work will be needed thereafter;
- SACMA Burke's goldfields mitigation plan: LSA serves as the County's Biological Monitor for this work. Under this task LSA provides coordination and oversight of mitigation construction and endangered species seed collection/distribution. This task also includes oversight and assistance to the Laguna de Santa Rosa Foundation for annual monitoring and interim management, and reporting to the regulatory agencies. For this task, we assume that 2020 will constitute year 2 of monitoring and interim management;
- Final Burke's goldfields Airport management plan: Under this task, LSA prepared and submitted a draft plan to the FAA for transmittal to the USFW. We are currently awaiting USFWS comments and will need to make any necessary revisions. This task does not include implementation of the plan.
- Off-site Burke's goldfields and California tiger salamander mitigation: This task consists of oversight of the on-going mitigation implementation and reporting work, and associated Biological Opinion compliance. This task also included CDFW Section 2081(a) permit compliance and as needed assistance to the Federal Aviation Administration (the Federal lead agency under the Biological Opinion);
- Desmond (Hessel Creek) mitigation plan: LSA serves as the Airport's Biological Monitor for this plan. Under this task LSA provides creek construction and riparian planting oversight, as well as Corps and RWQB permit compliance. This task also includes oversight and assistance to the Laguna de Santa Rosa Foundation for monitoring and maintenance of the site. For this task, we assume that 2020 will constitute year 2 of monitoring and interim management;
- Brown Farm mitigation site: LSA serves as the Airport's Biological Monitor for this work. Under this task LSA provides oversight and assistance to the Laguna de Santa Rosa Foundation for on-

going mitigation monitoring and maintenance, as well as reporting to the regulatory agencies. For this task, we assume that 2020 will constitute year 4 of monitoring and interim management;

- Windsor Creek remedial mitigation plan: This task consists of oversight and assistance to the Russian Riverkeeper Organization for regulatory agency permit compliance.

LSA can complete the above tasks for a total budget of \$193,558 (this includes \$66,040 of unexpended budget under the existing PSA as of 5/15/18).

The Department of Transportation and Public Works Airport Division is recommending that the Board approve a new amendment to the agreement extending the existing PSA from July 1 2018 until December 31, 2020, and augmenting the existing agreement to not exceed \$193,558.

Prior Board Actions:

07/19/16 Board approved agreement with LSA for mitigation compliance services;
 10/21/14 Board approved First Amendment to the LSA agreement for mitigation compliance services;
 03/11/14 Board approved agreement with LSA for mitigation compliance services.

Strategic Plan Alignment Goal 3: Invest in the Future

The actions supports the County’s strategic goal of investing in the future by continuing progress on the mitigation requirements related to the Runway Safety Area Project, which promotes mobility, connectivity, and convenience for the passengers and users of the Airport.

Fiscal Summary

	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Expenditures			
Budgeted Expenses		\$100,000	\$93,558
Additional Appropriation Requested			
Total Expenditures		\$100,000	\$93,558

Funding Sources

General Fund/WA GF			
State/Federal		\$90,660	\$84,820
Fees/Other		\$9,340	\$8,738
Use of Fund Balance			
Contingencies			
Total Sources		\$100,000	\$93,558

Narrative Explanation of Fiscal Impacts:

The requested contract amendment is eligible for reimbursement at a rate of 90.66% by the Federal Aviation Administration. The funds required for work contemplated in this Agreement have been budgeted in prior fiscal periods and are still available for FY 18-19 and FY 19-20. Additional requested

amounts will be largely covered by FAA reimbursement with local matching dollars coming for Airport Operations.

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:

Contract Extension Request Letter May 16, 2018, 2017, LSA Amendment to Existing PSA

Related Items "On File" with the Clerk of the Board:

Professional Service Agreement, Amendment #1

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Amendment"), dated as of July 24, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and LSA Associates, Inc., a California corporation, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated July 19, 2016, ("Agreement") for environmental mitigation services; which was then duly amended on December 31, 2017; and

WHEREAS, County and Consultant desire to amend the Agreement to provide additional services,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Section 1.1 of the Contract, as amended shall contain the following language:

"The following on-going services under this agreement will need to be conducted between July 2018 and December 2020:

- Permit documentation compliance: This task consists of various reporting requirements under Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) permits. This task also includes preparation of a post-construction Biological Opinion compliance report;
- On-site Creek Mitigation: This task entails conducting Airport Creek annual mitigation monitoring; we have currently completed the year 2 annual report. This task also includes oversight of on-going management of the Airport Creek mitigation area. We assume that the final year of monitoring (year 5) will be 2020 and no further monitoring work will be needed thereafter;
- SACMA Burke's goldfields mitigation plan: Consultant serves as the County's Biological Monitor for this work. Under this task Consultant provides coordination and oversight of mitigation construction and endangered species seed collection/distribution. This task also includes oversight and assistance to the Laguna de Santa Rosa Foundation for annual monitoring and interim management, and reporting to the regulatory agencies. For this task, we assume that 2020 will constitute year 2 of monitoring and interim management;
- Final Burke's goldfields Airport management plan: Under this task, Consultant prepared and submitted a draft plan to the FAA for transmittal to the USFW. We are currently awaiting USFWS comments and will need to make any necessary revisions. This task does not include implementation of the plan.
- Off-site Burke's goldfields and California tiger salamander mitigation: This task consists of oversight of the on-going mitigation implementation and reporting work, and associated Biological Opinion compliance. This task also included CDFW Section 2081(a) permit compliance and as needed assistance to the Federal Aviation Administration (the Federal lead agency under the Biological Opinion);

- Desmond (Hessel Creek) mitigation plan: Consultant serves as the County’s Biological Monitor for this plan. Under this task Consultant provides creek construction and riparian planting oversight, as well as Corps and RWQB permit compliance. This task also includes oversight and assistance to the Laguna de Santa Rosa Foundation for monitoring and maintenance of the site. For this task, we assume that 2020 will constitute year 2 of monitoring and interim management;
- Brown Farm mitigation site: Consultant serves as the County’s Biological Monitor for this work. Under this task Consultant provides oversight and assistance to the Laguna de Santa Rosa Foundation for on-going mitigation monitoring and maintenance, as well as reporting to the regulatory agencies. For this task, we assume that 2020 will constitute year 4 of monitoring and interim management;
- Windsor Creek remedial mitigation plan: This task consists of oversight and assistance to the Russian Riverkeeper Organization for regulatory agency permit compliance.”

2. Section 2 of the Contract, as amended shall contain the following language:

“Consultant can complete the above tasks for a total budget not to exceed \$193,558 (including \$66,040 of unexpended budget under the Agreement as of 5/15/18).”

3. Section 3 of the Contract, as amended shall contain the following language:

“The term of this Agreement as amended shall be from July 1, 2018 to December 31, 2020 unless terminated earlier in accordance with the provisions of Article 4 below.”

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

5. 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 Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT 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 Amendment as of the effective date.

CONSULTANT:

COUNTY: COUNTY OF SONOMA

LSA Associates Inc.

By:

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

Name:

By:

Department Head

Title:

Date:

Date:

APPROVED AS TO FORM FOR COUNTY:

By:

County Counsel

Date:

By:

Chair Board of Supervisors

Date:

ATTEST:

Clerk of the Board of Supervisors



BERKELEY
CARLSBAD
FRESNO
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

May 16, 2018

Mr. Jon Stout
Airport Manager
Charles M. Schulz - Sonoma County Airport
2290 Airport Blvd.
Santa Rosa, CA 95403

Subject: Contract Amendment Request – On-going Environmental Services – Sonoma County Airport Runway Safety Enhancement Project

Dear Jon:

As you know, our existing amended Professional Services Agreement dated December 29, 2017 (PSA), is due to expire on June 30, 2018. Under this PSA, LSA has been providing oversight and coordination of all aspects of permit compliance work for the runway safety project. On-going permit compliance work consists of on-site and off-site mitigation monitoring and reporting to the regulatory agencies. This includes mitigation implementation at two sites (Desmond - Hessel Creek and SACMA) was delayed due to circumstances that were beyond the control of the County (*i.e.*, primarily delays in the federal and state agency review and approval process, and the time necessary for selecting contractors for the various off-site wetland and endangered species mitigation areas). This work is scheduled to start in June 2018.

The following on-going services under the PSA will need to be conducted between July 2018 and December 2020:

- **Task 3: Permit documentation compliance.** This task consists of various reporting requirements under Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) permits. This task also includes preparation of a post-construction Biological Opinion compliance report.
- **Task 4: On-site Creek Mitigation.** This task entails conducting Airport Creek annual mitigation monitoring; we have currently completed the year 2 annual report. This task also includes oversight of on-going management of the Airport Creek mitigation area. We assume that the final year of monitoring (year 5) will be 2020 and no further monitoring work will be needed thereafter.
- **Task 5: SACMA Burke's goldfields mitigation plan.** LSA serves as the County's Biological Monitor for this work. Under his task LSA provides coordination and oversight of mitigation construction and endangered species seed collection/distribution. This task also includes oversight and assistance to the Laguna de Santa Rosa Foundation for annual monitoring and interim management, and reporting to the regulatory agencies. For this task, we assume that 2020 will constitute year 2 of monitoring and interim management.

- **Task 6: Final Burke's goldfields airport management plan.** Under this task, LSA prepared and submitted a draft plan to the FAA for transmittal to the USFW. We are currently awaiting USFWS comments and will need to make any necessary revisions. This task does not include implementation of the plan.
- **Task 7: Off-site Burke's goldfields and California tiger salamander mitigation.** This task consists of oversight of the on-going mitigation implementation and reporting work, and associated Biological Opinion compliance. This task also included CDFW Section 2081(a) permit compliance and as needed assistance to the Federal Aviation Administration (the federal lead agency under the Biological Opinion).
- **Task 8: Desmond (Hessel Creek) mitigation plan.** LSA serves as the County's Biological Monitor for this plan. Under this task LSA provides creek construction and riparian planting oversight, as well as Corps and RWQB permit compliance. This task also includes oversight and assistance to the Laguna de Santa Rosa Foundation for monitoring and maintenance of the site. For this task, we assume that 2020 will constitute year 2 of monitoring and interim management.
- **Task 9: Brown Farm mitigation site.** LSA serves as the County's Biological Monitor for this plan. Under his task LSA provides oversight and assistance to the Laguna de Santa Rosa Foundation for on-going mitigation monitoring and maintenance, as well as reporting to the regulatory agencies. For this task, we assume that 2020 will constitute year 4 of monitoring and interim management.
- **Task 10: Windsor Creek remedial mitigation plan.** This task consists of oversight and assistance to the Russian Riverkeeper Organization for regulatory agency permit compliance.

LSA can complete all the above listed tasks for a total budget of \$193,558 (this includes \$66,040 of unexpended budget under the existing PSA as of 5/15/18). The attached spread sheet breaks down the estimated costs by task and year.

Please call me at 510 236-6810 if you have any questions whatsoever. You may also email me at george.molnar@lsa.net.

Sincerely,

LSA Associates, Inc.



George Molnar
Principal, Senior Biologist

LSA Proposed Budget - Runway Safety Project Environmental Services July 2018 - December 2020				
	2018	2019	2020	Subtotals
TASK				
3. Documentation - Corps/RWQCB Permits	\$ 3,770	\$ 1,620	\$	\$ 5,390
4. On-site Creek Mitigation	\$ 15,935	\$ 16,164	\$ 13,601	\$ 45,700
5. SACMA Mitigation Site	\$ 15,180	\$ 15,726	\$ 11,023	\$
6. Goldfields Management Plan	\$ 4,055	\$ -	\$ -	\$ 4,055
7. Off-site Burke's goldfields and California tiger salamander mitigation	\$ 6,450	\$ 6,770	\$ 3,071	\$
8. Desmond Mitigation Site	\$ 14,560	\$ 20,786	\$ 14,394	\$ 49,740
9. Brown Farm Mitigation Site	\$ 7,605	\$ 8,055	\$ 8,175	\$ 23,835
10. Other Mitigation Work (Windsor Crk)	\$ 1,540	\$ 1,716	\$	\$ 4,897
11. Project Management	\$ 375	\$ 656	\$ 689	\$ 1,720
			1,641	
Subtotals	\$ 69,470	\$ 71,493	\$ 52,595	
				16,291
			Total	\$ 193,558



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: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, 707-565-2231

Supervisorial District(s):

First, Second, and Fourth

Title: 2018 Pavement Preservation Program – Full-Depth Reclamation and Overlays, C18004 for 9.10 miles of resurfacing.

Recommended Actions:

- A. Approve the plans and specifications for the 2018 Pavement Preservation Program – Full-Depth Reclamation and Overlays project, C18004.
- B. Award contract to low bidder, Ghilotti Construction Company, in the amount of \$4,465,131.17 including 10% for construction contingency and authorize the Chair to execute construction contract C18004.

Executive Summary:

This project is part of the on-going effort of the County Board of Supervisors to address the road rehabilitation and preservation needs of the County Road system. Since 2012, the Board has allocated a total of \$78.1 Million in on-going general fund and one-time dollars and programmed those funds to resurface a total of approximately 300 miles of road. As of the summer of 2018, 299.34 miles of roads have been completed and if approved, work completed under this contract will add another 9.10 completed miles of roads repaired. The remaining 49.32 miles of the 18/19 Pavement Preservation Program to be completed are currently being designed and will bid next spring/early summer. When the 2018-programmed work is completed, a total of 357.76 miles of road will be resurfaced.

On September 26, 2017, the Board of Supervisors approved an expenditure plan for \$17.5 Million dollars in local contributions dedicated to pavement preservation. As part of the plan, the Board approved preliminary list of roads for the 2018-2019 Pavement Preservation Program that included several different treatments to improve approximately 58 miles of County roads.

The 2018-2019 program had been broken into five parts:

1. Full-Depth Reclamation and Overlays Project #C18004, 9.10 miles shown on Location Map
2. Bonded Wearing Course and Chip/Fog/Slurry Seals Project, 27.68 miles currently in progress and will be completed in 2019

3. Full-Depth Reclamation, Overlays, and Remove & Replace, 11.79 miles currently in progress and will be completed in 2019
4. Chip Seals and Overlays to be performed by Maintenance, 8.32 miles
5. Roads to be performed by Sonoma County Water Agency sewer project, 1.13 miles.

The actions requested in this item are to approve the plans and specifications and award the contract and authorize contract execution for Part 1 of the 2018-2019 program listed above. Parts 2 through 5 of the program are all in progress in 2018 and will be completed in 2019.

Approval of a construction management contract for work identified in this project is requested on a separate Board Agenda item.

Discussion:

2018-2019 Pavement Preservation Program Part 1:

The **Full-Depth Reclamation and Overlays Project C18004**, project includes the following roadways and treatments:

Full-Depth Reclamation treatment involves milling the existing road down one foot below the surface, processing the asphalt concrete surface and underlying base with a binding additive to create a homogenous stabilized base course, and compacting the processed mixture back onto the roadway. Lastly, typically a 2.4" asphalt concrete overlay surface is placed over the recycled asphalt concrete layer. This treatment will be used on the following roadways totaling 2.85 miles shown on the Location Map:

- Eastman Lane from Chapman Lane to Bodega Avenue
- Eucalyptus Avenue from Middle Two Rock Road to Bodega Avenue
- Laughlin Road from Slusser Road to North Laughlin Road

Overlay treatment process consists of placing an asphalt concrete layer, varying from 2.4" to 4.4", over the existing roadway surface, and will be used on the following roadways totaling 6.25 miles shown on the Location Map:

- Crane Canyon Road from Inverness Avenue to Grange Road
- Grange Road from Crane Canyon Road to Guenza Road
- Lynch Road from Abode Road to Hardin Lane
- Middle Two Rock Road from Eucalyptus Road to Bodega Avenue
- Sonoma Mountain Road from Pressley Road to Post Mile 23.26

The project was advertised from bids: May 15 to June 12, 2018.

Bids were opened: June 13, 2018.

Base Bids were received as follows:

Ghilotti Construction Company	\$4,059,210.15
Argonaut Constructors	\$4,209,933.30
Team Ghilotti	\$4,382,779.76
Ghilotti Brothers.....	\$4,666,555.00
Northwest Paving.....	\$4,994,327.00

The Engineer's Estimate for the project was \$4,783,180.00

The low bid of \$4,059,210.15 was 15%, or \$723,969.85 below the Engineer's Estimate. The second bid was \$4,209,933.30, 4% above the low bid. The average bid price was \$4,462,561.04, 7% less than the Engineer's Estimate.

In accordance with Public Contract Code Section 20128, the contract shall be awarded to the lowest responsible bidder.

Ghilotti Construction Company is experienced in performing this type of work. They have been licensed since 1992 and have recently completed three (3) similar jobs for the Department, including work performed as part of the 2013 and 2014 Pavement Preservation Program-Full Depth Reclamation projects, 2016 Bonded Wearing Course and Overlay project, and 2017 Overlays, Full Depth Reclamation and Cold In-Place project.

The Department recommends awarding the contract for the Full-Depth Reclamation and Overlays project C18004 to Ghilotti Construction Company. The total estimated cost of construction is \$4,465,131.17 including 10% for construction contingency.

2018-2019 Pavement Preservation Program Part 2:

The Department is evaluating a list of roads for the following road surface treatments of Bonded Wearing Course and Chip/Fog/Slurry Seals. Roadway data will be collected in 2018-19, for construction in 2019.

2018-2019 Pavement Preservation Program Part 3:

The Department is evaluating a list of roads for the following road surface treatments of Full-Depth Reclamation, Overlays and Remove & Replace. Roadway data will be collected in 2018-19, for construction in 2019.

2018-2019 Pavement Preservation Program Part 4:

The County road maintenance crews have begun road preparation work on various roads for maintenance chips seals and overlays.

2018-2019 Pavement Preservation Program Part 5:

Funds were given to the Sonoma County Water Agency to pave the roadways associated with their sewer project.

Prior Board Actions:

9/26/17: Board approved the recommended projects for allocation of 2017-2018 Fiscal Year and 2018-2019 Annual Pavement Preservation Program Funding for construction beginning in 2017 and extending through the summers of 2018 and 2019

6/14/2016: Board approved 2017 Pavement Preservation Program of projects

3/17/15: Board approved the 2015 and 2016 Pavement Program of projects

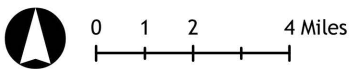
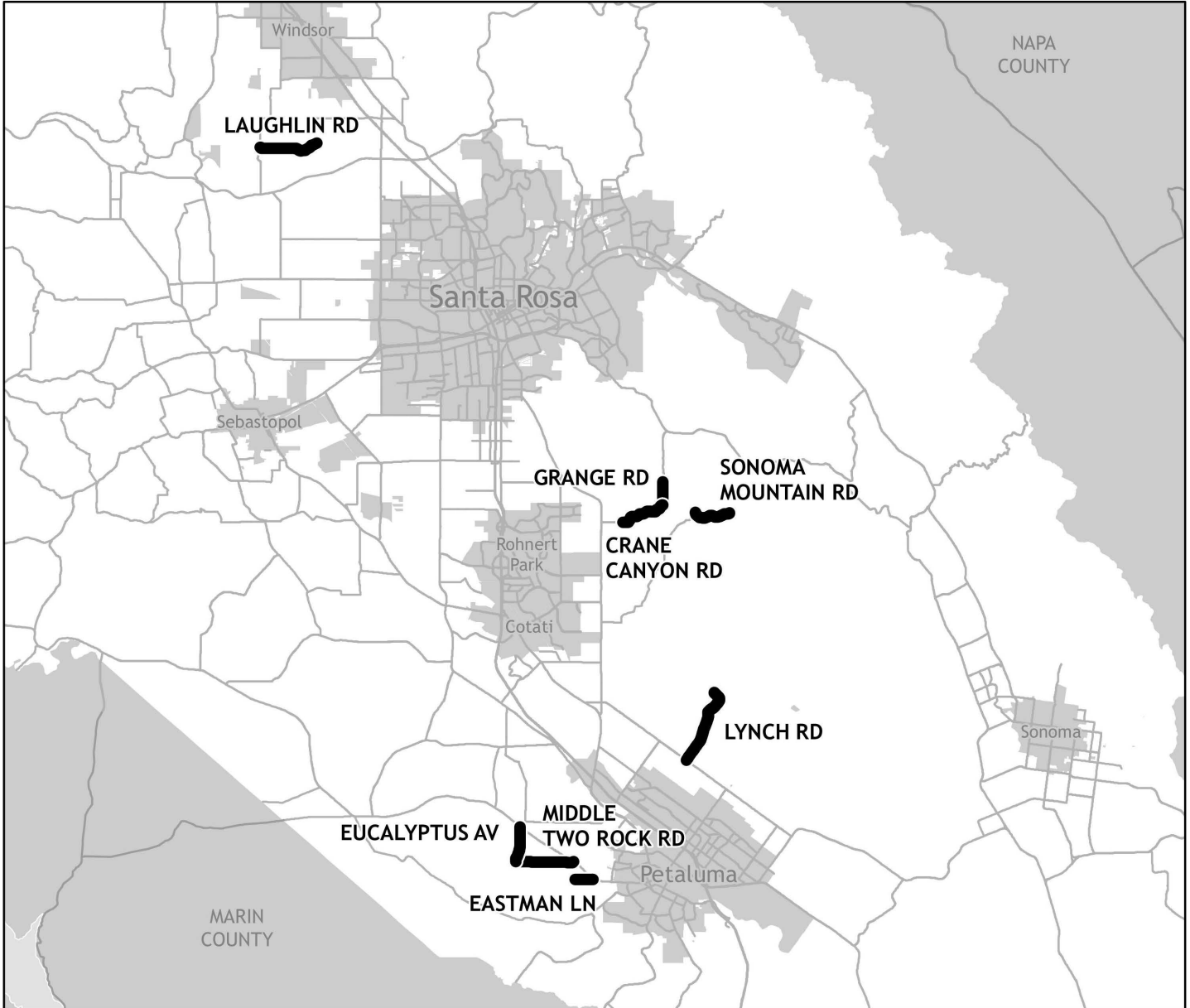
10/28/14: Board adopted the Long-Term Road Plan report

3/25/14: Board approved the 2014 Pavement Preservation Program funded with \$9.8 Million allocation

Strategic Plan Alignment Goal 3: Invest in the Future			
This project will improve the surface of 9.10 miles of County roads, improving conditions for motorists and cyclist.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$4,465,131.17	
Additional Appropriation Requested			
Total Expenditures		\$4,465,131.17	
Funding Sources			
General Fund/WA GF		\$4,465,131.17	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$4,465,131.17	
Narrative Explanation of Fiscal Impacts:			
Funding for these projects was included in the 2017-18 and 2018-19 Annual General Fund Contribution to pavement preservation and New State Gas Tax Revenues. Appropriations for the Full-Depth Reclamation and Overlays Project C18004 of \$4,465,131.17 including the 10% contingency was approved within the FY 2018-19 adopted budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Location Map			
Related Items “On File” with the Clerk of the Board:			
Special Provisions, Bid Book, Project Plans, Addendums 1-3			

Location Map

2018 Pavement Preservation Program - Full-Depth Reclamations & Overlays



Transportation & Public Works, County of Sonoma | March, 2018

Road Name	Road Id	Location	From PM	To PM	Length	Treatment
EASTMAN LANE	57013	Chapman Ln to Bodega Ave	11.68	12.14	0.46	Full-Depth Reclamation
EUCALYPTUS AVENUE	58010	Middle Two Rock Rd to Bodega Ave	20.00	20.89	0.89	Full-Depth Reclamation
LAUGHLIN ROAD	89001	Slusser Rd to North Laughlin Rd	30.00	31.50	1.50	Full-Depth Reclamation
CRANE CANYON ROAD	6702A	Inverness Ave to Grange Rd	10.53	11.77	1.24	Overlay
GRANGE ROAD	6702B	Crane Canyon Rd to Guenza Rd	11.77	12.33	0.56	Overlay
LYNCH ROAD	57036	Adobe Rd to Hardin Ln	20.00	22.00	2.00	Overlay
MIDDLE TWO ROCK ROAD	57015	Eucalyptus Ave to Bodega Ave	12.95	14.47	1.52	Overlay
SONOMA MOUNTAIN ROAD	66060	Pressley Rd to PM 23.15	22.33	23.26	0.93	Overlay



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: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, 707-565-2231

Supervisorial District(s):

First

Title: State Match Agreement 2018-19

Recommended Actions:

Adopt a resolution authorizing the Chair to execute State Match Program Agreement X18-5920(162) for advancement of up to \$100,000 in Streets and Highways Code Section 182.9 State Highway Account funds to be used as match for federally funded projects for the 2018-19 fiscal year.

Executive Summary:

The Department of Transportation and Public Works is requesting the Board adopt a resolution that authorizes the Chair to execute State Match Program Agreement X17-5920(155) which will provide up to \$100,000 in matching funds to be used for federally funded projects in FY 2018-19. The State Match program assists the County with funding the local match requirement that is a required component of many federal grants.

Discussion:

On December 4, 2015, President Obama signed into law the Fixing America's Surface Transportation Act, or "FAST Act." It was the first law enacted in over ten years that provides long-term funding certainty for surface transportation, meaning States and local governments can move forward with critical transportation projects, such as new highways and transit lines, with the confidence that they will have a Federal partner over the long term. The "FAST Act" replaced the Moving Ahead for Progress in the 21st Century Act (MAP-21). This federal transportation funding provides critical infrastructure dollars but most often times requires a local (non-federal) match component.

Section 182.9 of the Streets and Highways Code, as redefined by SB 1435, addresses the topic of State Match funds. The California Transportation Commission must allocate to each county an amount equal to 50 percent of the funds allocated to the county pursuant to Section 182.6(d)(2) with a maximum limit of \$100,000 per county per fiscal year. State match funds are used to match Federal funds allocated pursuant to section 182.6(d)(2) of the Streets and Highways Code.

At this time, the State has presented the County with Agreement No. X17-5920(155), wherein the County agrees to use state funds for transportation purposes, agrees to establish a special account within the road fund, and agrees to allow the state to audit the funds. With this agreement executed, the state will advance to the County a one-year apportionment of funds (\$100,000). The Department uses these funds as local match for federally funded projects, largely bridging projects where other sources of local match may not be eligible. In FY 2017-18, state matching funds were used for the seismic retrofit of Wohler Bridge over the Russian River. In 2018-19, appropriations are budgeted within the Capital Improvements Budget currently planned as a match to federal funding for the Boyes Boulevard Bridge Replacement Project.

Prior Board Actions:

06/20/2017: Board authorized Chair to execute 2017-18 State Match Agreement.
 06/21/2016: Board authorized Chair to execute 2016-17 State Match Agreement.

Strategic Plan Alignment Goal 3: Invest in the Future

Repairing and replacing insufficient bridges helps maintain the County’s vital infrastructure network.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$100,000	
Additional Appropriation Requested			
Total Expenditures		\$100,000	
Funding Sources			
General Fund/WA GF			
State/Federal		\$100,000	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$100,000	

Narrative Explanation of Fiscal Impacts:

Appropriations of \$100,000 are included in the FY 2018-19 Capital Improvements budget, currently earmarked for the Boyes Boulevard Bridge Replacement Project.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
Agreement			

STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - COUNTY

04 SONOMA
District County

Agreement No. X18-5920(162)
AMS Adv ID:0418000391

THIS AGREEMENT is made on _____, by the COUNTY of SONOMA , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2017/2018.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.


II. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice by STATE, STATE agrees to pay to COUNTY an amount not to exceed \$100,000.00 that equals the State Match funds identified in Section I.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			
	Accounting Officer	Date 4/19/18'	\$ 100,000.00

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF SONOMA

Office of Project Implementation, North
Division of Local Assistance
Date:

Chair, Board of Supervisors
Date:



County of Sonoma
State of California

Date: July 24, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Chair Of The Board To Execute Local Agency/State Match Program
Agreement No. X18-5920(162) With The State Of California Department Of Transportation For
Advancement Of Streets And Highways Codes Section 182.9 State Highway Account Funds.**

Whereas, the State Department of Transportation has presented to this Board State Match Program Agreement No. X18-5920(162) to provide advancement of Streets and Highways Code Section 182.9 State Highway Account funds for use in matching federal funds.

Now, Therefore, Be It Resolved, that this Board of Supervisors does hereby authorize the Chair of the Board to execute State Match Program Agreement No. X18-5920(162) on behalf of the County of Sonoma

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: 16
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz (707) 565-2231

Supervisorial District(s):

Fifth

Title: Resolution To Approve An Agreement With Silverado Sonoma Vineyards, LLC, To Acquire Permanent Right Of Way And Temporary Construction Easement Rights Needed For Wohler Road at Mark West Creek Bridge Replacement Project

Recommended Actions:

Adopt a Resolution authorizing the Chair to execute a Right of Way Contract to acquire two (2) portions of land, one (1) temporary construction easement, and one (1) temporary construction access easement, from Silverado Sonoma Vineyards, LLC, for total compensation of \$111,260.00, and subject to other terms and conditions as stated in the negotiated Right of Way Contract, to acquire property rights and allowances needed for the Wohler Road at Mark West Creek Bridge Replacement Project.

Executive Summary:

The Department of Transportation and Public Works (TPW) is requesting the Board of Supervisors adopt a resolution authorizing the Chair to execute a Right of Way Contract – Public Highway, for the purchase of two portions of land, a temporary construction easement, and a temporary construction access easement all required for the Wohler Road at Mark West Creek Bridge Replacement Project. Staff is proposing to replace the existing two-lane bridge over Mark West Creek (Bridge No. 20C-0139) with a new two-lane bridge designed to meet current design standards, including improvements to roadway approaches and adjoining structures. The project does not increase traffic capacity but it will provide two lanes with shoulders. Project construction is expected to begin in 2018.

The project is required as part of the County's program to replace and/or upgrade structurally deficient and seismically unstable bridges throughout Sonoma County. Due to a need for construction space and for permanent right-of-way for the finished bridge and related improvements, easement rights or other allowance must be acquired from property owners adjacent to the project area. Discussions with the Sonoma County Water Agency are ongoing for a license agreement pertaining to Water Agency lands adjoining the project area, and an agreement with the other private property owner has been reached.

Remaining needed rights will be acquired pursuant to the negotiated Right of Way Contract proposed with Silverado Sonoma Vineyards, LLC.

This project will be funded with grants from the federal bridge program and both CEQA and NEPA environmental clearances were previously obtained.

Discussion:

The Silverado Sonoma Vineyards, LLC property is located north of River Road along the east and west sides of Wohler Road. Wohler Road bisects Silverado Sonoma Vineyard, LLC lands and Mark West Creek crosses the Silverado Sonoma Vineyard, LLC lands on the southern end of its property in an east-west direction. The subject "larger parcel" is comprised of nine (9) Assessor's parcels owned by Silverado Sonoma Vineyards, LLC with a land area of 280.86 acres or 12,234,262 square feet in total. The property is primarily planted as a vineyard across the majority of the property. It was reported that the property was planted with Pinot Noir in 2007 and has approximately 1089 vines per acre. The vines are drip irrigated and produce five to six tons per acre.

The proposed partial land purchases are located near the southwestern portion of the subject "larger parcel" along Wohler Road. County Parcel No. 9015-03 is located along the east side of Wohler Road and north of Mark West Creek. This area covers 31,170 square feet of which approximately 12,800 square feet is within areas maintained by the County. County Parcel No. 9015-02 is located along the east side of Wohler road south of Mark West Creek. The proposed acquisition area includes 29,980 square feet of which 15,840 square feet is maintained by the County of Sonoma. The proposed temporary construction easement areas are identified as County Parcel No.'s 9015-05 and -06 and these comprise a total of 8,935 square feet. The Temporary Construction Access Easement is identified as Parcel No. 9015-08 and covers an area of 5,517 square feet.

Site improvements within the proposed acquisition areas include vine and trellises, portions of the irrigation system and farm access roads. The property rights needed for the project impact vines and trellises, portions of the irrigation system and farm access roads. The compensation agreed upon includes payment for the contributory value of the site improvements. County parcel numbers are identified on the attached Right of Way Appraisal Map.

The property owners have signed a Right of Way Contract pursuant to which they would execute two (2) Grant Deeds conveying permanent rights to Sonoma County, and one (1) Temporary Construction Easement Deed and one (1) Temporary Construction Access Easement conveying temporary rights for County access and use of certain areas for construction staging and parking of vehicles. In exchange for these rights and allowances, County would pay the owner \$111,260.00 as complete compensation and satisfaction for the conveyances and all rights obtained, including the right to remove and dispose of existing improvements on the permanently conveyed properties. The negotiated Right of Way Contract therefore avoids need for any eminent domain process as to this property and provides certainty as to these grants and allowances needed for the overall bridge project.

Prior Board Actions:

3/17/15 No.20: Board approved an agreement with Associated Right of Way Services, Inc. for five federal bridge projects including the Little Wohler Road Bridge Replacement Project

5/7/13 No. 28 Board approved an engineering design contract with Moffat and Nichol for the Boyes Boulevard Bridge Replacement Project

Strategic Plan Alignment Goal 3: Invest in the Future

The project invests in the future by replacing aging public infrastructure to ensure a reliable transportation network for the community.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Requested	FY 19-20 Projected
Budgeted Expenses		\$111,260	
Additional Appropriation Requested			
Total Expenditures		\$111,260	

Funding Sources			
General Fund/WA GF			
State/Federal		\$111,260	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$111,260	

Narrative Explanation of Fiscal Impacts:

Appropriations are budgeted in the Roads Capital Improvement Budget. This project is funded with grants from the federal bridge program.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Resolution

Related Items "On File" with the Clerk of the Board:

Right of Way Contract



County of Sonoma
State of California

Item Number: _____

Date: July 24, 2018

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Execution of One (1) Right of Way Contract – Public Highway; Authorizing a Payment totaling \$111,260, including \$-0- Severance for the Herein Described Conveyance to the County of Sonoma; Authorizing Proration and Transfer of Taxes on Said Lands; and Authorizing Refunds, if Applicable Pursuant to §5096 of the Revenue and Taxation Code; Wohler Road at Mark West Creek Bridge Replacement Project; Lands of Silverado Sonoma Vineyards, LLC a California limited liability company (APN's: 083-010-009, -063, 083-020-003); Project C01135

Whereas, a Right of Way Contract dated April 11, 2018, two (2) Grant Deeds dated April 24, 2018, a Temporary Construction Easement Deed dated April 24, 2018, and a Temporary Construction Access Easement Deed, dated April 24, 2018, conveying land described therein to the County of Sonoma, A Political Subdivision of the State of California, has been tendered to this Board of Supervisors by Silverado Sonoma Vineyards, LLC, a California limited liability company; and

Whereas, the County of Sonoma is desirous of securing said land for a bridge replacement project on Wohler Road in Sonoma County.

Now, Therefore, Be It Resolved that the Chair of the Board be and hereby is authorized and directed to execute the Right of Way Contract – Public Highway and the attached Certificates of Acceptance in connection with said conveyances to the County of Sonoma.

Be It Further Resolved that the financial consideration for said property purchase totals \$111,260:

Be It Further Resolved that as part of the total financial consideration above, the County Auditor and Treasurer be and hereby are authorized and directed to draw their warrants on the Roads Capital Improvement Budget, in the sum of \$18,800 payable to First American Title Company, Escrow No. 4904-3901111 payable to Silverado Sonoma Vineyards LLC; said sum representing the financial consideration agreed upon in connection with the herein described conveyance.

Be It Further Resolved that pursuant to §4986 and §5096 of the Revenue and Taxation Code of the State of California, the County Auditor and Assessor be and hereby are authorized and directed to prorate, transfer and refund (if applicable) the taxes as of this date on the herein described lands conveyed to the County of Sonoma more particularly described as follows:

See Exhibits "A," "B," "C," and "D"

Resolution #

Date:

Page 2

Be It Further Resolved that the County Recorder be and hereby is authorized to record said deeds at no cost to the County as provided under Government Code 6103.

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 of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt 565-2866

Supervisorial District(s):

Second District

Title: Reappointment

Recommended Actions:

Approve the reappointment of Sonoma County Tourism Board member Jennifer Buffo for a two year term beginning July 1, 2018 and ending June 30, 2020. (Second District)

Executive Summary:

This is a reappointment.

Discussion:

Prior Board Actions:

Previously appointed on 02-09-2016

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18

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

To: Board of Supervisors

Board Agenda Date: July 24, 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 District

Title: Appointment

Recommended Actions:

Approve appointment of Tom Bahning for a three year term to the Sonoma County Transportation Authority Citizens Advisory Committee beginning on July 24, 2018 and ending July 24, 2021. (Third District)

Executive Summary:

Approve appointment of Tom Bahning for a three year term to the Sonoma County Transportation Authority Citizens Advisory Committee beginning on July 24, 2018 and ending July 24, 2021. (Third District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore 565-2241

Supervisorial District(s):

All Districts and the Water Agency Board of Directors

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution Recognizing Patrick J. Rutten's 34 Years of Service to the National Atmospheric and Oceanic Administration and to the North Coast Community.

Executive Summary:

Prior Board Actions:

07.10.2018

Strategic Plan Alignment

Fiscal Summary - FY 16-17

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

--

Attachments:

Gold Resolution to be presented onsite on 07.24.2018.

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

--

Date: July 24, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

In Recognition of Patrick J. Rutten’s 34 Years of Service to the National Atmospheric and Oceanic Administration and to the North Coast Community

Whereas, Patrick J. Rutten has worked for the National Oceanic and Atmospheric Administration for 43 years in ocean, coastal and estuarine research, and in management positions within NOAA and National Marine Fisheries Service; and

Whereas, in 1995 Pat came to Sonoma County to manage the Central California Field Office for NMFS, Protected Resources Division (PRD); and

Whereas, Pat’s bold decision to rescue the last wild coho juveniles on the Russian River to bring them to Warm Springs Hatchery and help start the Russian River Broodstock Program, saved coho from extinction in the watershed; and

Whereas, Pat’s leadership as the Southwest Field Supervisor for California and Pacific Islands with the NOAA Restoration Center (RC), administering the Community-based Restoration Program and Damage Assessment and Restoration and Remediation program, that has resulted in over \$100 million in habitat restoration and the oversight of five major oils spills and groundings in California and the Pacific Islands; and

Whereas, Pat’s understanding of and commitment to the Russian River, resulted in the watershed being selected as the nation’s first Habitat Blueprint, focusing resources and attention on the river, it’s ecosystems and it restoration; and

Resolution #

Date:

Page 2

Whereas, Pat's commitment to partnerships and his ability to forge strong working relationships has led to the successful implementation of the Russian River Biological Opinion; and

Whereas, Pat's open mind and innovative spirit have been a key element in the development of the Lake Mendocino Forecast Informed Reservoir Operation Project;

NOW, THEREFORE, does the Board of Directors of the Sonoma County Water Agency on July 24, 2018, recognize Patrick J. Rutten for his 43 years of service and for his dedication, innovation and caring commitment to the North Coast community.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

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

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 20

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

To: Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt 565-2241

Supervisorial District(s):

Second District

Title: Gold Resolution

Recommended Actions:

Adopt a resolution encouraging the construction of homes meeting voluntary Visitability standards.
(Second District)

Executive Summary:

Encouraging the construction of single family homes, duplexes and triplexes that meet voluntary Visitability standards, which assist owners and occupants of these properties to age in place, and would increase the supply of housing that readily accommodates the needs of Sonoma County's residents, no matter their age or physical status.

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold Reso.			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma

State of California

Date: July 24, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Encouraging the Construction of Homes Meeting Voluntary Visitability Standards

Whereas, in January, 2005, the oldest of the baby boomers turned 60. In the next 15 years, Sonoma County's senior population between 60 and 79 is expected to balloon from 64,859 to 127,641; and

Whereas, 31% of people 65 and older, and 7% of people age 18-65, have mobility disabilities, in addition to the thousands of people who experience temporary mobility limitations each year; and

Whereas, Visitability is an inclusive design approach that integrates a limited number of crucial accessibility features, such as a no-step entry, doorways that allow at 32 inches clear passage, and at least a half bathroom on the main floor, into newly-built homes; and

Whereas, the cost of constructing a home with basic accessibility features is minimal, while the cost and disruption associated with retrofitting a home to include such features are substantial; and

Whereas, housing characterized by Visitability promotes social stability, productivity and sustainability through provision of a safer, more accommodating home environment, enabling residents to weather life's changes and "age in place" without being dislocated from one's family or community; and

Whereas, the overwhelming majority of housing in Sonoma County does not have even minimal accessibility features; and

Whereas, 5,100 homes in Sonoma County were destroyed by the October, 2017 fires, adding to the already limited housing; and

Whereas, the County has demonstrated its commitment to promoting "aging in place" and to account for the diverse needs of all segments of the population;

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved the Sonoma County Board of Supervisors urges all homeowners, builders, and architects to include at least basic Visitability in all new housing construction in both the public and private sectors; and

Be It Further Resolved that a designated County permitting agency make available, with all housing construction permits, information on the features, benefits and ways to achieve Visitability.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 21
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Susan Gorin / 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Adopt a Resolution Congratulating Chief of Police Bret Sackett on His Retirement from the City of Sonoma Police Department on July 16, 2018.

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			

Date: July 24, 2018

Item Number: _____
Resolution Number: _____

Required

 4/5 Vote

In Recognition of Patrick J. Rutten’s 34 Years of Service to the National Atmospheric and Oceanic Administration and to the North Coast Community

Whereas, Patrick J. Rutten has worked for the National Oceanic and Atmospheric Administration for 43 years in ocean, coastal and estuarine research, and in management positions within NOAA and National Marine Fisheries Service; and

Whereas, in 1995 Pat came to Sonoma County to manage the Central California Field Office for NMFS, Protected Resources Division (PRD); and

Whereas, Pat’s bold decision to rescue the last wild coho juveniles on the Russian River to bring them to Warm Springs Hatchery and help start the Russian River Broodstock Program, saved coho from extinction in the watershed; and

Whereas, Pat’s leadership as the Southwest Field Supervisor for California and Pacific Islands with the NOAA Restoration Center (RC), administering the Community-based Restoration Program and Damage Assessment and Restoration and Remediation program, that has resulted in over \$100 million in habitat restoration and the oversight of five major oils spills and groundings in California and the Pacific Islands; and

Whereas, Pat’s understanding of and commitment to the Russian River, resulted in the watershed being selected as the nation’s first Habitat Blueprint, focusing resources and attention on the river, it’s ecosystems and it restoration; and

Resolution #
Date:
Page 2

Whereas, Pat's commitment to partnerships and his ability to forge strong working relationships has led to the successful implementation of the Russian River Biological Opinion; and

Whereas, Pat's open mind and innovative spirit have been a key element in the development of the Lake Mendocino Forecast Informed Reservoir Operation Project;

NOW, THEREFORE, does the Board of Directors of the Sonoma County Water Agency on July 24, 2018, recognize Patrick J. Rutten for his 43 years of service and for his dedication, innovation and caring commitment to the North Coast community.

Supervisors:

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

So Ordered.

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

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

So Ordered.

Resolution #

Date:

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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: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz (707) 565-2231

Supervisorial District(s):

Fifth

Title: Establish Passenger Loading Zone Restrictions on Bower Street (#79027) at Oak Grove Elementary School – First Read

Recommended Actions:

1. Adopt an Ordinance amending Sonoma County Ordinance No. 2300 to establish passenger loading zone restrictions on the north side of Bower Street (#79027) in Graton from Postmile 10.071 to Postmile 10.09 from 7:00 a.m. to 5:00 p.m. on weekdays.
2. Adopt a resolution introducing, reading the title and waiving the reading of such Ordinance.

Executive Summary:

The Department of Transportation and Public Works (TPW) recommends that the Board of Supervisors adopt an ordinance to create a passenger-loading zone on Bower Street. This will serve Oak Grove Elementary School and create a passenger-loading zone to allow parents to safely drop off and pick up their children at the beginning and end of the school day.

School officials approached TPW from the Oak Grove School District about creating a loading zone due to pedestrian and traffic safety concerns at the beginning and end of the school day. TPW staff worked with the school community and residents of the Bower Street neighborhood to address concerns about changed roadway conditions and present a solution that serves the needs of all parties.

Discussion:

Oak Grove Elementary School serves approximately 80 students in the Graton area of West Sonoma County. Bower Street is classified as a local road and has an Average Daily Traffic (ADT) volume of approximately 3,800 vehicles per day.

The community and school staff identified concerns regarding traffic and passenger loading/unloading issues on Bower Street. An enhanced loading zone was specifically discussed and requested by the public and school staff. TPW and school staff met in the field to review potential locations for the passenger-loading zone. Considerations were given to ease vehicle and pedestrian access, proximity to

the center of the school grounds. The area directly in front of the Oak Grove School office was chosen due to its wide sidewalk, crosswalk location and proximity to school classrooms.

TPW is requesting that the Board adopt an ordinance establishing passenger loading zone restrictions on the north side of Bower Street (#79027) from Postmile 10.071 to Postmile 10.09. The estimated cost of labor and materials to implement the Passenger Loading Zone restrictions is \$1,000 and appropriations are available within the 2018-2019 Road Maintenance Budget.

If approved, TPW staff will begin work to implement appropriate Passenger Loading Zone signage and markings approximately 30 days after approval of the ordinance.

Prior Board Actions:

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

By establishing a passenger-loading zone on Bower Street, the County will improve pedestrian and traffic safety in the vicinity of Oak Grove Elementary School.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Approved	FY 19-20 Projected
Budgeted Expenses		\$ 1,000.00	
Additional Appropriation Requested			
Total Expenditures		\$ 1,000.00	
General Fund/WA GF		\$ 1,000	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$ 1,000	

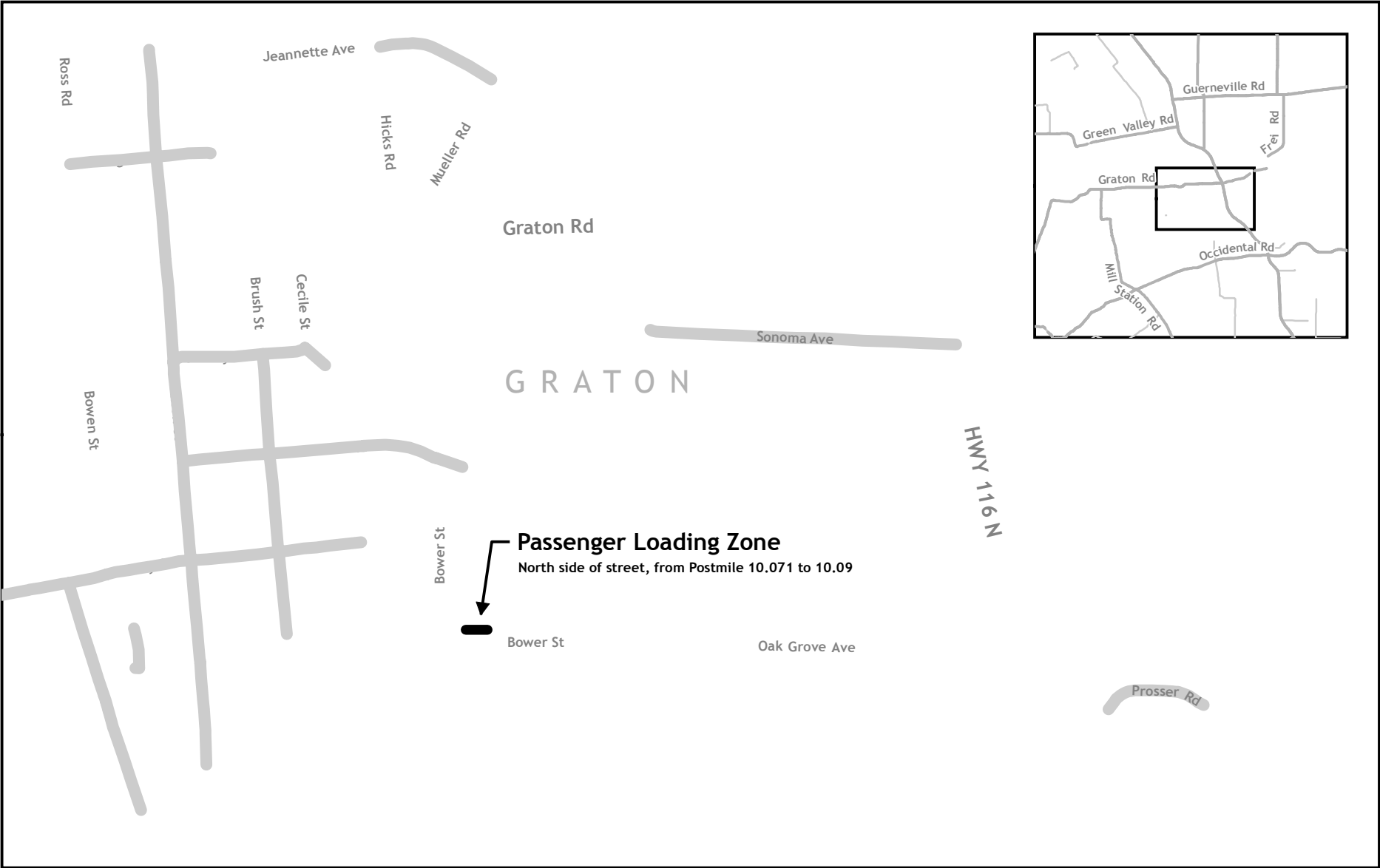
Narrative Explanation of Fiscal Impacts:

Appropriations are included within the 2018-2019 Road Maintenance Budget for the costs associated.

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:			
Location Map, Resolution of Introduction, Ordinance			
Related Items “On File” with the Clerk of the Board:			
None.			

Location Map

Passenger Loading Zone on Bower Street, Graton





County of Sonoma
State of California

Date: July 24, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Introducing, Reading the Title of and Waiving Further Reading of an Ordinance Of The County Of Sonoma, Amending Sonoma County Ordinance No. 2300 To Establish Passenger Loading Zone Restrictions On The North Side Of Bower Street (#79027) In Graton From Postmile 10.071 To Postmile 10.09 From 7:00 a.m. To 5:00 p.m. On Weekdays.

Whereas, a proposed ordinance titled “An Ordinance Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending Sonoma County Ordinance No. 2300, To Establish Passenger Loading Zone Restrictions On The North Side Of Bower Street (#79027) In Graton From Postmile 10.071 To Postmile 10.09 From 7:00 a.m. To 5:00 p.m. On Weekdays,” has been introduced and the title read;

Now, Therefore, Be It Resolved that further reading of the ordinance is waived.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ORDINANCE NO. ()

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, AMENDING SONOMA COUNTY ORDINANCE NO. 2300, TO
ESTABLISH PASSENGER LOADING ZONE RESTRICTIONS ON THE NORTH SIDE OF
BOWER STREET (#79027) IN GRATON FROM POSTMILE 10.071 TO POSTMILE 10.09
FROM 7:00 A.M. TO 5:00 P.M. ON WEEKDAYS, CALIFORNIA.**

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

Section I.

Subsection 33 is hereby added to Section XI of Sonoma County Ordinance No. 2300, as amended, (said Section establishes Passenger Loading Zones) to read:

North side of Bower Street (#79027) for a distance of 100 feet (Postmile 10.071 to Postmile 10.09), from 7:00 a.m. 7am to 5:00 p.m. 5pm weekdays.

Section II.

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

Section III.

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

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 24th day of July 2018, and finally passed and adopted this _____ day of _____, 2018, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Zane: ___ Hopkins: ___ Gore: ___

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 23

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

To: Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Informational Only

Department or Agency Name(s):

Staff Name and Phone Number:

Michael Gossman, 565-2341

Supervisorial District(s):

All

Title: Office of Recovery and Resiliency Update

Recommended Actions:

- A) Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, seeking of funding opportunities and status of recovery plan.
- B) Receive an update from California Office of Emergency Services on debris removal progress.

Executive Summary:

The aftermath of the October 2017 Sonoma Complex Fires presents ongoing risks to the residents, property, and environment of Sonoma County. Office of Recovery and Resiliency staff provides the Board regular updates on recovery efforts, including debris removal and other structural developments; external funding efforts; relevant legislation; ongoing community engagement; and status of the Recovery & Resiliency Plan being prepared by the Office.

Discussion:

In the early morning hours of October 9, 2017, County staff activated the Emergency Operations Center in response to the Sonoma Complex Fires, which burned 173 square miles and destroyed over 7,000 structures, including 5,300 homes. During the response phase, the County began planning for the recovery from the fires. On December 19, 2017, the Board of Supervisors established the Office of Recovery and Resiliency (Office) with the mission to develop a strategy that addresses the immediate and long-term recovery and resiliency efforts needed to help Sonoma County rebuild and recover from the wildfires. This Office continues to actively pursue recovery efforts, and to work with other County departments, agencies, and districts to assist Sonoma County residents in the process of rebuilding.

In an effort to keep the Board and community informed about the most current developments in the County's recovery efforts, the Office prepares a standing agenda item for each Board meeting, typically included on the consent calendar. Each update includes information on: (1) Ongoing Recovery Efforts and Structural Changes; (2) Recovery Related External Funding Opportunities; (3) Legislative Update;

and (4) highlights of activities on the horizon (Looking Forward). New items and updated counts and figures are in bold.

1. Ongoing Recovery Efforts and Structural Changes

A. Debris Removal

1. Cal OES will update your Board on the progress of Government-Sponsored debris removal progress.
2. Debris removal is in the final stages for both the Government-Sponsored Program and the Alternative Program (private debris removal). About 25 percent of property owners who lost homes opted to use a private contractor for debris removal.
3. Government-Sponsored Program:
 - A. Active properties: **3,689**
 - B. Properties cleared by Army Corps of Engineers: **3,689**
 - C. Properties returned to owners by County to start rebuilding: **3,689**
4. Private Debris Removal:
 - A. County: **757** residential properties accepted; **703** certified as finished and ready to rebuild
 - B. City: **450** properties accepted; **433** finished and ready to rebuild
5. USACE Hotline:
 - A. The U.S. Army Corps of Engineers in May stopped accepting new debris removal complaints on its hotline for Sonoma County. The Office of Recovery & Resiliency has assumed the role of receiving new debris complaints via a new number (707-565-1222).
6. Over-Excavation Program:

The California Office of Emergency Services is working with the City of Santa Rosa and County to address over-excavation issues that occurred as part of the Government-Sponsored Debris Removal Program. Cal OES is assessing properties. For properties that meet over-excavation criteria, the State's contractor is working to replace soil to appropriate elevations. As of July 17, **564 requests for site assessments have been received; all properties have been inspected; 256 have been ruled eligible for backfill program; backfill on 57 sites has been completed.**
7. Free chipping service:

A free chipping program to assist with removal of burned vegetation debris and to help residents create defensible space around homes and reduce vegetation along access routes is being offered through Sonoma County Fire and Emergency Services. County crews will come to homes and chip for three hours for free. For more information, including how to apply, use this link: <https://sonomacounty.ca.gov/FES/Fire-Prevention/Curbside-Chipper-Program/>

B. Renewal Enterprise District and Build/Rebuild Ad Hoc Update

The Renewal Enterprise District (RED) is being proposed by the Build/Rebuild Ad Hoc committees of the County and City of Santa Rosa to provide financing and regulatory certainty for housing projects and supportive infrastructure within targeted development areas of Sonoma County. Your Board authorized moving forward with development of a Joint Powers Authority (JPA)

between the County and the City of Santa Rosa on June 13, 2018; similar direction from the City Council was given on July 10, 2018.

Members of the Ad Hocs have identified that current regulatory, land use and financing systems create barriers to the development of new housing, and this situation is severely compounded by the loss of some 5,300 homes in the wildfires. A new regional construct that lowers cost and reduces development risk is required to enable Sonoma County communities not only to rebuild lost housing, but also address the severe, already existing shortage. To tackle these issues, RED seeks to regionalize housing production, pool and leverage financing and funding, share risks and benefits of development in new ways, streamline environmental review while providing confidence in good projects, and put equity, affordability and climate solutions in the center of our local economic strategies.

As being drafted, RED will have a governance structure that gives it broad authority to pool and leverage financing and will enable streamlined environmental review for local plans and projects that meet goals for density, use of climate-smart and resilient technologies, protection of community separators, and affordability and equity. RED will build on existing regional planning efforts, and focus its regulatory and financial incentives on developments within locally designated employment investment and priority development areas.

Next steps for RED:

- 1) Form Joint Powers Authority
 - a) Work with Ad Hocs to develop JPA
 - b) JPA will come back to Board for approval, along with start-up budget
- 2) Track and support legislation
- 3) Continue to facilitate development projects that meet RED objectives
 - a) Formalize RED criteria
 - b) Actively pursue new capital sources to incentivize target development types
 - c) Prepare County-owned property for development
- 4) Deepen collaboration with array of public and private partners
 - a. Work with Ad Hocs to articulate two-year work plan

C. Rebuilding Permits

1. County has issued **348 building permits for homes; 1 home has been finished; 176 permits are in process**. For latest numbers, go to <http://sonomacounty.ca.gov/PRMD/Administration/Rebuilding-Permits-Data/>
2. City of Santa Rosa has issued **505 building permits for homes; 6 homes have been finished; 308 permits are in process**. For latest numbers, go to <https://www.srcity.org/2675/Rebuilding>

2. Recovery-Related External Funding Opportunities

A. Disaster Recovery Consulting Services Agreement

On July 10, 2018 your Board authorized the County Administrator to execute the Agreement for Consulting Services with Horne, LLP (Consultant) for as-needed disaster recovery consulting services and grants management support for Federal disaster funding for a term of three years, with the option for two 1-year extensions. Your Board also authorized the County Administrator, or designee(s), to issue and execute Task Orders per disaster recovery funding stream, up to total amounts not to exceed those specified in the Agreement. Each Task Order will reflect specifics of programming and projects and other circumstances, allowing the County to scale up or down as disaster recovery needs are identified and evolve. Individual Task Orders will be issued by the Office of Recovery and Resiliency for respective programs, projects, grant applications, or other disaster recovery-specific services, as authorized and overseen by the County Administrator. The Office of Recovery and Resiliency is currently developing the first Task Orders for the following activities:

1. CDBG-DR General Pre-Award Activities (capacity assessment, unmet needs assessment, attend community meetings, meet with key leaders and staff, provide trainings, coordinate with State)

2. FEMA HMGP Application Development

Consultant will likely assist with FEMA Public Assistance in upcoming Task Orders, and they may assist with other recovery-related external funding needs as well. Your Board will receive a presentation from the Consultant in September.

B. Community Development Block Grant – Disaster Recovery

Announcement of \$212 million: On April 10, 2018 the U.S. Department of Housing and Urban Development (HUD) issued a press release stating that California would be receiving \$212 million to support long-term disaster recovery through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program. This allocation is a portion of the total \$28 billion that HUD set aside for disaster recovery efforts in nine states, Puerto Rico, and the U.S. Virgin Islands. The \$212 million appropriated to California consists of two awards: \$124 million for unmet disaster recovery needs, and \$88 million for preparedness and mitigation.

Eligible Uses of Funds: Eligible uses of these funds often include new housing construction and housing rehabilitation, preparedness and mitigation measures to reduce costs of future disasters (including use of fire resistant materials, design and location), repair or replacement of damaged infrastructure and public facilities, economic revitalization, and long-term recovery. To be eligible, projects and programs must demonstrate that they serve a need not being met by other funding sources. Eligible recipients of funds are state and local governments. These funds do not provide individual cash assistance to fire survivors, but rather fund projects and programs that benefit impacted households and businesses. All funded activities must clearly address an impact of the October fires. Funds are targeted to benefit low and moderate income persons, to prevent and eliminate slums and blight, and to meet urgent needs.

Current Status: The April 10, 2018 announcement is the official notice regarding these funds. These funds were allocated by congress to HUD. HUD is to follow the allocation with publication of a Federal Register Notice allocating the funds to grantees and outlining and waivers and alternative requirements for the CDBG-DR funds. The Federal Register Notice

has not yet been released. Assuming the yet-to-be-released Federal Register Notice is similar to other recent notices issued, the grantee will likely be the State of California, and the program will be administered by the California Department of Housing and Community Development (HCD). The Federal Register will likely lay out the following set timelines for the grantee (likely to be HCD) to submit required documents:

1. Grantees have 60 days from the release of the Federal Register Notice to submit Financial Management and Grant Certifications Checklist and the Implementation Plan and Capacity Assessment to HUD.
2. Grantees have 120 days from the release of the Federal Register Notice to submit an Action Plan, which includes an unmet needs analysis, method of distribution, proposed programs, and other administrative requirements outlined in the Federal Register Notice.

While it remains to be determined by HUD, State HCD anticipates that the Federal Register Notice regarding the \$124 million for unmet disaster recovery needs will be published first, and the Federal Register Notice for the \$88 million in mitigation to be posted separately. This is entirely dependent on HUD, however. This funding will not be available for projects within Sonoma County until 2019 or later, although significant work will be undertaken to lead up to that.

Activities To Date: The Office of Recovery and Resiliency and the Community Development Commission are actively collaborating with one another, the City of Santa Rosa, other partners, and State HCD regarding next steps. The County and the City of Santa Rosa continue to provide HCD with data for the disaster recovery unmet needs analysis. The unmet needs analysis should include information on all sectors of unmet needs: housing, economy, safety net, social services, environmental, infrastructure, etc. This information will inform development of the Statewide Action Plan. The Office of Recovery and Resiliency and Community Development Commission are working with County departments and partners, such as Rebuilding Our Community Sonoma County, to identify and collect appropriate data for the unmet needs analysis.

C. **FEMA Hazard Mitigation Grant Program**

Background: County Departments and Districts submitted Notices of Interest to the California Governor's Office of Emergency Services (Cal OES) for the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) on January 30, 2018 for DR-4344, March 15, 2018 for DR-4353, and June 15, 2018 for round 2 of DR-4344. FEMA HMGP can fund up to \$5 million or 75% of total project costs (whichever is less) for projects that eliminate or reduce damage from future natural disasters. Current information from Cal OES estimates that there is approximately \$333 million statewide in available funds from the October fires, also known as DR-4344, and approximately \$56 million statewide from the December Southern California fires, known as DR-4353. In California, these funds are administered by the Cal OES HMGP Grants Management Unit. The funding is open and competitive statewide for both DR-4344 and DR-4353. The HMGP can be used to fund projects to protect either public or private property, and can be to mitigate any natural hazard, not only wildfires. On May 10, Cal OES announced that it received an increase in HMGP funding, and re-opened the period for submitting new Notices of Interest to this funding source until June 15, 2018.

Current Status: The County, along with the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, and the Community Development Commission submitted the following NOI totals for projects throughout the County:

- 39 Notices Of Interest (NOI) for DR-4344 Round 1: due July 2, 2018
 - 24 deemed eligible to submit full applications
- 13 NOIs for DR-4353: due September 4, 2018
 - 10 deemed eligible to submit full applications
- **4 new NOIs and 13 resubmitted NOIs for DR-4344 Round 2:** due September 4, 2018
 - 13 deemed eligible; still awaiting eligibility determinations for remaining 4. Seven of the 13 resubmitted NOIs duplicate those in DR-4353; and the others were resubmitted from DR-4344 Round 1 to request time extensions.

A countywide Grant Steering Committee has been established per Government Finance Officers Association best practices. The Grant Steering Committee consists of in-house experts that are reviewing the Cal OES eligible project list and working with Departments and Districts to determine and prioritize feasible grant applications based on success criteria. The Grant Steering Committee has met regularly since April to review and strategize how to pursue eligible HMGP projects, and will continue to do so while needed. Working with Department applicants to hone in on the projects targeting key recovery priorities, below is a summary of the HMGP applications being preliminarily developed for DR-4344 Round 1, DR-4353, and DR-4344 Round 2. The list of applications in development changes weekly based on match funding sources, project developments, and capacity. Each application requires approximately 200 hours of labor to develop, thus it is costly to develop applications and must be done strategically. We anticipate the list of final applications submitted to continue to evolve and change. For those applications that are not moving forward under FEMA HMGP, the Grant Steering Committee is seeking appropriate alternative funding sources.

DR-4344 Round 1 HMGP Applications Submitted on July 2

- 8 applications submitted

DR-4353 HMGP Applications In Development for September 4

- 4 applications being considered for development

DR-4344 Round 2 HMGP Applications In Development for September 4

- 17 applications being considered for development
- 4 new NOIs and 13 resubmitted NOIs still awaiting eligibility determinations.

Between DR-4353 and DR-4344 Round 2, there remains a total of 21 NOIs for a potential of approximately \$29 million in FEMA HMGP funding that the County could submit.

After meeting the July 2 and September 4 deadlines, Cal OES will then review the applications and determine which will be submitted to FEMA for review and final approval. All projects receiving HMGP grant funding must be completed within three years.

The current totals for potential HMGP applications (Dr-4344 and Dr-4353) are: \$62 million in potential total project costs from County of Sonoma Department projects with \$27 million in potential County General Fund match required; \$9 million in potential total project costs from

Sonoma County Water Agency projects, \$1.8 million in potential total project costs from Community Development Commission projects, and \$1.8 million in potential total project costs from Sonoma County Agricultural Preservation and Open Space projects.

Updated NOI lists are attached.

D. FEMA Public Assistance

The Disaster Finance Team (consisting of participants from the Auditor-Controller Treasurer-Tax Collector, County Administrator's Office, and County Counsel) is working with FEMA and Cal OES to prepare 21 project worksheets to claim reimbursement for response and recovery costs associated with the October 2017 fires, as well as repair/replacement costs for damages sustained to County property that are not covered by the County's insurance policies. These claims are being submitted through the FEMA Public Assistance Program.

As of May 1, 2018, the Disaster Finance Team estimates the County's total disaster related costs qualifying for FEMA's Public Assistance Program will be approximately \$35 million, of which we anticipate the County will be reimbursed approximately \$33 million over the next 2 years. The Office of Inspector General (OIG) audits claims filed with FEMA. Costs deemed ineligible for reimbursement are required to be returned to the federal government. In the FY18-19 Budget your Board approved the recommended audit reserve policy for FEMA funding coming in to ensure the County has adequate resources set aside to pay for any claims that are deemed ineligible by the OIG. The OIG generally conducts its audits several years after the close out of the entire claim, which could be many years from now. FEMA has awarded 8 of the 21 projects and the County has received \$9.1 million in expedited reimbursement funding and \$161K for small permanent projects managed by Regional Parks and Transportation and Public Works.

The Disaster Finance Team is in the process of collecting and reviewing supporting documentation for approximately \$13 million in Mutual Aid/Assistance provided by 85 law enforcement agencies, 17 Emergency Management Mutual Aid jurisdictions, 12 shelters, and 12 agencies through the Department of Health during the fires and continues to work with FEMA and County Departments to finalize the remaining 13 project worksheets. Claims for reimbursement will be filed with FEMA as additional disaster related costs are incurred and documentation is compiled. These additional costs are unknown.

E. Economic Development Administration – Disaster Supplemental Funding

EDA has an open funding opportunity to award grants to eligible entities to address economic challenges in disaster-impacted areas. Multiple County departments are considering potential projects, including the following four. Other projects are also being explored for eligibility.

1. Project 1 - Revolving Loan Fund: Sonoma County as lead applicant. The Economic Development Board is seeking Economic Development Administration (EDA) funding for a revolving loan fund, providing credit to Sonoma County entrepreneurs who are traditionally excluded or denied loans from mainstream financial institutions.
2. Project 2 – Broadband Expansion: Sonoma County as lead applicant. The EDB is working with the Office of Recovery and Resiliency, Department of Transportation and Public

Works, and Information Systems Department to develop a project for EDA funding for the design/engineering and potential installation of broadband in rural areas of the County that serve local businesses, promote job creation/retention, and economic resiliency. The EDA has indicated support for 80% of total project costs.

3. Project 3 - Regional Construction and Trades Training Center: Santa Rosa Junior College as lead applicant. The EDB is working closely with EDA officials, local construction/trades stakeholders, and Santa Rosa Junior College to propose a ~\$5 million grant to build a Construction Training Center to train the county's construction workforce of the future.
4. Project 4 - AgTech Incubator: Santa Rosa Junior College as lead applicant. The EDB has engaged in preliminary talks with Benjamin Goldstein, Dean of Agriculture/Natural Resources & Culinary Arts at SRJC. The project goal would be to create a business incubator at the SRJC to develop a possible "talent pipeline" for local agriculture and food/beverage manufacturing. This project concept has support from the SRJC and EDA.

F. **CAL FIRE Grants for Fire Prevention**

Made possible by the close collaboration and extraordinary efforts of all involved departments, two grants were submitted by County departments on June 6, 2018 to the CAL FIRE Fire Prevention grant program. The CAL FIRE Fire Prevention grant program, funded by the California Climate Investments (CCI) fund, aims to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires. Grant applications were due June 6, 2018. \$195 million was available between this program and the CAL FIRE Forest Health grant program (application period for this closed in Spring 2018). The projects submitted by County departments on June 6, 2018 are:

1. Northwest Roadway Safety, Fuels Reduction, and Community Chipper and Engagement Project (Transportation and Public Works is lead, in partnership with Fire and Emergency Services and Fire Safe Sonoma, Inc.)
 - a. **Total: \$1,237,541; CAL FIRE \$1,082,969; Match: \$154,572**
 - b. Match source: \$131,300 is from General Fund FY 2018 set aside; \$23,272 from in-kind volunteer labor tracked by Fire Safe Sonoma
2. Sonoma County Parks and Open Space Fire Resilience Planning (Regional Parks is lead, in partnership with Open Space District).
 - a. **Total: \$593,537; CAL FIRE: \$511,920; Match: \$81,618**
 - b. Match source: Open Space staff time

G. **California Employment Development Department - Emergency Dislocated Worker Additional Assistance Grant**

The Sonoma County Workforce Investment Board (WIB) applied for and has been awarded an Emergency Dislocated Worker Additional Assistance Grant from the California Employment Development Department to assist dislocated workers affected by the October wildfires. The grant award is \$3,258,473.41 for eighteen months beginning March 1, 2018. The grant funding will allow the WIB and Job Link to provide 1) Quick, business-focused assistance in response to layoffs and/or businesses closing, including layoff prevention; and 2) re-employment assistance for workers who have lost their jobs because their employers' businesses have been destroyed and/or otherwise impacted by the fires. This funding will

support staffing for the anticipated increase in the needs of local business as well as providing basic and individualized career services for approximately 700 of the 4,751 disaster-related unemployment claimants. In addition, the grant will provide staffing, training, and supportive services needed to provide 200 Dislocated Workers with reemployment assistance, including a concerted effort to train and employ at least 30 of these Dislocated Workers in the Building and Trades Industry.

- H. **Coordinate other Recovery-Related Grant and External Funding Opportunities**
The Office of Recovery and Resiliency is tracking, investigating, and coordinating other grant opportunities for recovery-related priorities as well. When new opportunities are announced, Grant Summaries and targeted information is provided to County Departments. A comprehensive list of recovery-related external funding opportunities is being developed within the County Administrator's Office, and the status of actions taken is being tracked.

- I. **Journey's End Update**
Interim housing has been arranged for most of the Journey's End residents who did not lose their mobile homes in Santa Rosa in the Tubbs Fire but have been unable to move back to Journey's End because of the damaged and destroyed infrastructure. Burbank Housing, in partnership with Tzu Chi, have worked diligently to move them into housing and are down to two individuals, each of whom has housing lined up in the coming weeks.
A funding gap of several thousand dollars was identified by Burbank Housing. Through the efforts of ROC Sonoma County and Community Foundation Sonoma County, and through the generosity of the Community Foundation, all the unmet needs have been met to get the final two Journey's End residents into housing in mid-July.
All 44 displaced fire survivors who were living in hotel rooms are now in appropriate housing thanks to the efforts of Burbank Housing, Tzu Chi and the Community Foundation.

3. Legislative Update

- A. **Legislative Advocacy**
The Board of Supervisors and County Administrator's Office continue to update the local delegation on fire recovery efforts and advocate for resources to support full recovery and resiliency. A current list of disaster response and recovery bills is attached.

4. Looking Forward

- A. **Recovery and Resiliency Framework**
1) **Community Engagement**
The Office of Recovery and Resiliency Staff continues to engage with key community partners through participation in community meetings, partnering on data gathering efforts, and utilization of partner input to shape the recovery planning process. Community members are encouraged to submit recovery related feedback, input, and

questions to info@sonomacountyrecovers.org. Community members can also submit input through an online survey available on the Office of Recovery and Resiliency's website: <https://sonomacounty.ca.gov/ORR>.

In addition, the Office will use these community engagement components to gain feedback and input to inform the Framework, including:

- (i) Recovery Planning Community Meetings: The Office will hold Recovery Planning Community Meetings in each supervisorial district to obtain feedback on the Draft Framework and expand a public discussion to gain insight and identify critical changes to the Draft Framework. The first two sessions were held on:
Tuesday, July 10: County Office of Education in Santa Rosa. About 65 members of public participated in small group discussions and provided input.
Wednesday, July 11: Sebastopol Center for the Arts in Sebastopol. About 60 members of public participated in small group discussions and provided input.

The remaining forums include:

Wednesday, July 25, 6-8pm: Petaluma Community Center, 320 N. McDowell Blvd., Petaluma

Thursday, August 2, 6-8pm: Finley Community Center, 2060 W. College Ave., Santa Rosa

Wednesday, August 8, 6-8pm: Sonoma Veterans Building, 126 First St., Sonoma
For logistics and planning purposes, the Office of Recovery and Resiliency requests that community members RSVP by emailing recoveryinfo@sonoma-county.org. Additional information, including meeting materials, in English and Spanish are available on the Sonoma County Office of Recovery website at <https://sonomacounty.ca.gov/ORR/>.

Members of the public are invited to complete an online survey to provide input into the draft Recovery and Resiliency Framework: [Survey](#)

For information regarding Sonoma County's overall recovery efforts, visit www.sonomacountyrecovers.org.

- (ii) Office staff are proactively reaching out to stakeholders throughout the community seeking opportunities to update them on County recovery activities as well as receiving input to inform recovery planning.

Here is a sampling of groups, businesses, nonprofits, stakeholders and outside agencies and governments that Office staff have met with since early June 2018:

Blue Forest Conservation
Burbank Housing
Cal Fire
California Department of Fish and Wildlife
California Human Development
Catholic Charities of Santa Rosa
Chandi Hospitality Group
City of Santa Rosa
Community Action Partnership of Sonoma County
Community Foundation

Crop Performance
District 1 Block Captains
District 3 Block Captains
District 4 Block Captains
Emergency Council
FEMA Office of Civil Rights & Liberties
Graton Day Labor
Green Belt Alliance
HALTER Project
Hanna Boys Center
Hispanic Chamber of Commerce
Kaiser Permanente
Keysight
Laguna de Santa Rosa Foundation
LandPaths
Los Cien
Matt Greene Forestry
Metronic
NOAA Fisheries
North Bay Labor Council
North Bay Leadership Council
North Bay Trades Council
North Coast Builders Exchange
North Coast Regional Water Quality Control Board
Pacific Gas & Electric
Pepperwood Preserve
Preserve Rural Sonoma County
Rebuild Northbay Foundation
San Diego County
San Francisco Bay Regional Water Quality Control Board
Santa Rosa Junior College Faculty
Santa Rosa Metro Chamber
Sierra Club
SoCo Rises
Sonoma County Alliance
Sonoma County Conservation Action
Sonoma County Forest Working Group
Sonoma Media
Sonoma Valley Unified
UC Berkeley
United Way of the Wine Country
Urban Land Institute
Wildlands Conservancy

2) Timeline

Community Input into the Recovery and Resiliency Framework is being accepted through August 10, 2018. The Framework will be brought to your Board for adoption in September 2018.

Prior Board Actions:

July 10, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
July 10, 2018 – Renewal of Emergency proclamations.
June 13, 2018 – Received presentation on Draft Plan.
June 11, 2018 – Renewal of Emergency proclamations.
May 22, 2018 – Recovery Update on the status of recovery operations, planning, and seeking of funding opportunities.
May 8, 2018 – Renewal of Emergency proclamations.
March 20, 2018 – Renewal of Emergency proclamations; disaster fiscal update; authorized appropriations of \$9.5 million to the Disaster Response & Recovery Fund.
February 13, 2018 – Renewal of Emergency proclamations
February 6, 2018 – Established the Office of Recovery & Resiliency staffing; authorized appropriations of \$2 million to the Disaster Response & Recovery Fund.
December 19, 2017 – Disaster fiscal update and creation of Sonoma County Office of Recovery and Resiliency.

Strategic Plan Alignment Not Applicable

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
07-24-2018 CAO Recovery Update_Att A HMGP NOI 4344 07-24-2018 CAO Recovery Update_Att B HMGP NOI 4353 07-24-2018 CAO Recovery Update_Att C Fire Bills 07-24-2018 CAO Recovery Update_Att D Recovery Activities			
Related Items “On File” with the Clerk of the Board:			

(DR-4344) - Applications in Development

Hazard Mitigation Area	Jurisdiction	Task Force	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Share	Local Share: General Fund Y/N	Local Share Detail	NOI Status	Benefit-Cost-Analysis Needed	Notes	application due date
All	County	Infrastructure	General Services	Seismic upgrades for Petaluma Veterans Building	Retrofit Petaluma Veterans hall for Seismic Stability	\$ 2,015,838	\$ 1,511,879	\$ 503,960	Y	\$425,808 in FY18-19 capital projects	App Submitted 7/1/2018	Y	additional \$425,808 set aside in Capital Projects for FY18-19 (covers most of GF match)	7/1/2018
Earthquake	Water Agency	Infrastructure	SCWA RRCS	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - RRCS	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,400,000	\$ 1,800,000	\$ 600,000	N	(Available Special District Funds) RRCS Construction Fund	App Submitted 7/1/2018	Y		7/1/2018
Flood	Water Agency	Natural Resources	SCWA	Improved Flood Early Warning Using Advanced Radar	Purchase and install X-Band radar to better predict flooding and provide for improved response.	\$ 2,666,700	\$ 2,000,025	\$ 666,675	N	(Available Special District Funds) SCWA, Marin County	App Submitted 7/1/2018	N		7/1/2018
Earthquake	Water Agency	Infrastructure	SCWA SVCS	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - SVCS	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,750,000	\$ 2,062,500	\$ 687,500	N	(Available Special District Funds) SVCS	App Submitted 7/1/2018	Y		7/1/2018
All	County	Infrastructure	TPW	Airport Generator purchase	Purchase and installation of onsite generator for the Airport Terminal to allow operations for at least 4 days in the event of power outages	\$ 480,000	\$ 360,000	\$ 120,000	N	Airport Enterprise Funds	App Submitted 7/1/2018	Y		7/1/2018
Flood	Community Development Commission	Housing	CDC	Sonoma County Flood Elevation Program	Elevate homes and provide other mitigation measures for properties on the NFIP repetitive loss list.	\$ 1,807,043	\$ 1,355,282	\$ 451,761	N	Property Owner Contribution	App Submitted 7/1/2018	Y		7/1/2018
All	County	Infrastructure	TPW	Road Yard Generator purchase	Purchase and install onsite generator for the Sonoma County Santa Rosa Road Maintenance Yard to prevent risk of service interruption affecting disaster response.	\$ 250,000	\$ 187,500	\$ 62,500	N	Roads Fund	App Submitted 7/1/2018	Y		7/1/2018
All	County	Infrastructure	TPW	Bank Stabilization to protect River Road	Protect the quickly-eroding bank of the Russian River along River Rd. using primarily natural materials in order to protect a vital transportation link, as well as residences and agricultural land.	\$ 5,092,220	\$ 3,819,165	\$ 1,273,055	N	SB1	App Submitted 7/1/2018	Y		7/1/2018
All	County	Infrastructure	General Services	Sonoma Veterans Building Retrofit	Retrofitting Sonoma Veterans hall for Seismic Stability	\$ 2,243,000	\$ 1,682,250	\$ 560,750	Y	County General Fund	Eligible	Y		9/4/2018
Fire	County	All	FES	Sonoma County Community Wildfire Protection Plan Update & LHMP Annexation	Update the existing Sonoma County Community Wildfire Protection Plan to reflect the post-2017 fire landscape in our county, and integrate and annex the CWPP with the Local Hazard Mitigation Plan, which is being updated concurrently.	\$ 187,500	\$ 140,625	\$ 46,875	Y	County General Fund	Eligible	N		9/4/2018
Earthquake	County	All	PRMD	Surface fault rupture and seismic induced landslides analysis to Annex into Sonoma County LHMP	Planning project to increase understanding of Rodgers Creek Fault. Create hazard maps, and do site specific studies of the fault in newly identified areas. Risk analysis will result in new mitigation actions, including revisions to local ordinances that serve to mitigate risks related to surface fault rupture and seismic induced landslides. Planning and risk analysis conducted will be adopted and annexed into the Sonoma County LHMP.	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	Eligible	N		9/4/2018
All	County	All	PRMD	Sonoma County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) Update	Update the Sonoma County LHMP to incorporate better understanding of the wildfire, tsunami, and earthquake hazards including custom HAZUS models for each jurisdiction. County LHMP will become a multi-jurisdictional plan to include county districts and other jurisdictions that need to participate.	\$ 333,333	\$ 250,000	\$ 83,333	Y	County General Fund	Eligible	N		9/4/2018
Flood	County	Natural Resources	Parks	Stabilizing and re-vegetating burned acres at Hood Mountain	Revegetate and stabilize soil in areas burned by the fire and damaged by fire suppression efforts such as bulldozer lines to prevent flooding and debris flow that could damage properties down stream. Plan for future dozer/control lines to minimize impact while maximizing potential for fire control in future events.	\$ 500,000	\$ 375,000	\$ 125,000	Y	County General Fund & potentially Sonoma County Regional Parks Foundation – Wildfire Recovery Fund	Eligible	Y		9/4/2018
Flood	County	Infrastructure, Housing	TPW	Culvert Improvements to Reduce Flooding	Upsize ~14 culverts in sonoma county to a higher capacity to reduce flooding. Hunter resubmitted	\$ 3,836,900	\$ 2,877,675	\$ 959,225	Y	County General Fund or SB1	Eligible	Y		9/4/2018
All	County	Infrastructure	General Services	Sonoma Mountain Radio Tower Replacement	Replace communications tower on Sonoma Mountain and harden site against multiple potential disasters.	\$ 1,150,000	\$ 862,500	\$ 287,500	Y	County General Fund, potentially Deferred Maintenance Fund	Eligible	Y	location has existing tower so will be challenge to do BCA and prove loss of service in event of hazard.	9/4/2018

Fire	County	All	FES	Fire Early Warning and Detection Camera System	Create a fire early warning camera system by installing fire monitoring cameras at 14 locations throughout the County, with associated microwave/tower systems with sufficient bandwidth resubmit 6/15/18	\$ 2,000,000	\$ 1,500,000	\$ 500,000	Y	County General Fund, potentially public utilities and County/City assets	Eligible	N		9/4/2018
Fire	County	Housing, Infrastructure	PRMD & FES	Wildfire Adapted Sonoma County: Education and Incentives for Safe and Resilient Sonoma County	Harden structures, create defensible space and graze corridors to reduce risk of catastrophic wildfire. Reduce the potential for loss of lives, homes, businesses, and property in Sonoma County's WUI areas. Develop a model that can be scaled throughout and state. Phased project, including education to homeowners, defensible space inspections, voluntary WUI, and risk reduction.	\$ 6,750,000	\$ 5,000,000	\$ 1,670,000	Y	County General Fund, SBA Loans, other state government agencies, and Property Owner Cost-Share	Eligible	N	Strong chance of future match from CAL FIRE	9/4/2018
All	County	Infrastructure	ISD	Generator for mission critical datacenter	Stand-alone generator project to protect County of Sonoma's datacenter that contain mission critical systems including emergency 911, computer aided dispatch, communications, and related public safety and emergency response systems.	\$ 750,000	\$ 562,500	\$ 187,500	N	ISD accumulated funds	Eligible	Y		9/4/2018
All	County	Infrastructure	ISD	County datacenter infrastructure, utility, and electrical retrofit projects	County datacenter infrastructure, utility, and electrical retrofit projects - Hazard mitigation protective measures retrofit.	\$ 1,255,000	\$ 941,250	\$ 313,750	Y	ISD accumulated funds or General Fund	Eligible	Y		9/4/2018
Flood, Earthquake	Water Agency	Infrastructure	SCWA	Ely Booster Station Hazard Mitigation Project	Mitigate flood and seismic hazards to the booster station by sealing electrical enclosures, elevating equipment, and anchoring equipment critical to the operation of the Booster Station. These actions would effectively provide protection against a 500 year flood event, and a magnitude 6.5 earthquake.	\$ 1,305,000	\$ 978,750	\$ 326,250	N	SCWA Water Transmission Fund	Eligible	Y		9/4/2018
All	County	Infrastructure	TPW	Asti Bridge	Construct a permanent bridge over the Russian River at Washington School Road, near the community of Asti.	\$ 25,000,000	\$ 5,000,000	\$ 20,000,000	?	TBD	Eligible	Y	challenge to identify eligible project that can be completed in required 3-year period of performance. Match source a challenge.	9/4/2018
Flood	County	Natural Resources, Infrastructure	TPW	Russian River Flood Management & Fisheries Habitat Enhancement Planning.	develop river management strategies to reduce the increasing risks of erosion and damage during flood events that are caused by the widening meanders.	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	Eligible	N		9/4/2018
Earthquake	County	Infrastructure	PRMD	Seismic Strengthening and Retrofit of Existing Structures, Sonoma Countywide	Retrofit critical facilities, URMs, and if possible soft-structure buildings already identified in LHMP. This project will be a phased project. Phase I will include the evaluation of risk to critical facilities and unreinforced masonry single or multi-unit wood structures and the development engineered solutions for retrofit. Phase II will include the implementation of projects designed to seismically strengthen Sonoma County's most vulnerable buildings, as identified in Phase I. The primary goal of the project is to implement permanent improvements to structures at high risk of damage from seismic activities.	\$ 6,750,000	\$ 5,000,000	\$ 1,670,000	Y	County General Fund, SBA Loans, other state government agencies, and Property Owner Cost-Share	Eligible	Y	State's Earthquake Brace & Bolt (EBB) program could potentially provide portion of match if this State program was expanded to include Sonoma County. EBB program is part of State's CA Residential Mitigation Program (CRMP).	9/4/2018
Fire	Open Space District	Natural Resources	SCAPOSD	Calabazas Creek Preserve Wildfire Mitigation Vegetation Management	Removal of standing dead understory trees and related fuels in ~300-acre portion of the Calabazas Creek watershed (burn area). Shaded fuel breaks will create opportunity for safer, more effective fire suppression and emergency response activities to reduce the potential for a future catastrophic fire. The proposed project also includes proactive control of yellow star thistle in the grassland habitats of the Preserve (approximately 50 acres) over the next three years.	\$ 1,837,500	\$ 1,378,125	\$ 459,375	N	Sonoma County Agricultural Preservation and Open Space District sales tax funds allocated to the Stewardship Program budget.	Pending	Y		
Fire	County	Natural Resources	Parks	Oak Savannah Restoration	Douglas fir removal in oak savanna areas of Parks within 2 miles of structures, to mitigate fire risk. Parks where we have already applied this technique burned with lower intensity and were the places where fire fighters held suppression lines. This project includes hiring crews to actively cut and thin Douglas fir from oak woodlands. Crews will use mostly hand tools and some chain saws.	\$ 1,000,000	\$ 750,000	\$ 250,000	N	CAL FIRE	resubmitted on 6/15	Y		
All	County	Infrastructure	General Services	Replacement of aging generators	Replace generators at key locations including Sheriff's Building, and Central Mechanical Plant.	\$ 2,343,000	\$ 1,757,250	\$ 585,750	Y	County General Fund	resubmitted on 6/15	Y		
Fire	County	Infrastructure	FES	Collaborative Mapping for Strategic Risk Reduction and Community Safety	Provide approximately thirty maps to cover all areas at risk to wildfire in Sonoma County. These maps and data will be annexed into update of the county-wide LHMP. The maps will include detailed information necessary for first responders and emergency managers to make good strategic decisions to better plan for and respond to a wide variety of natural disasters especially wildfire.	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	resubmitted on 6/15	N		

TOTALS	\$	75,303,034	\$	42,602,276	\$	29,021,674
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[DR-4353] - Applications in Development

Hazard Mitigation Area	Jurisdiction	Task Force	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Cost Share	Local Share: General Fund Y/N	Local Share Detail	NOI Status	BCA Needed	Notes	application due date
All	County	Infrastructure	FES	Disaster Recovery Plan	Develop a comprehensive Op Area Disaster Recovery Plan addressing short- and long-term recovery functions, roles & responsibilities, and finance.	\$125,000	\$93,750	\$31,250	Y	County General Fund	Eligible	N		9/4/2018
All	County	Infrastructure	FES	Warning Sirens - System	Design and install warning sirens in selected locations. Develop operating, testing, and maintenance procedures.	\$5,000,000	\$3,750,000	\$1,250,000	Y	County General Fund	Eligible	N		9/4/2018
Fire	County	Infrastructure	FES	Collaborative Mapping for Strategic Risk Reduction and Community Safety in Sonoma County's WUI	provide maps of the entire county which will include detailed information necessary for first responders to make good strategic decisions before and during incidents that can help reduce fire spread caerleon to resubmit	\$380,400	\$285,300	\$95,100	Y	County General Fund, potentially in kind Fire District labor	Eligible resubmitted on 6/15/2018 to DR-4344	N		9/4/2018
Fire	County	Natural Resources	Parks	Oak Savannah Restoration	Douglas fir removal in oak savanna is a proven strategy for reducing fire intensity. Parks where we have already applied this technique burned with lower intensity and were the places where fire fighters held suppression lines. This project includes hiring crews to actively cut and thin Douglas fir from oak woodlands. Crews will use mostly hand tools and some chain saws. parks resubmitted NMOI	\$1,000,000	\$750,000	\$250,000	N	CalFIRE	Eligible resubmitted on 6/15/2018 to DR-4344	Y		9/4/2018
TOTALS						\$6,505,400	\$4,879,050	\$1,626,350						

Fire Recovery

Bill ID/Topic	Location	Summary
<p>AB 425 Caballero D</p> <p>Timber harvesting plans: exemptions: temporary roads.</p>	<p>SENATE INACTIVE FILE 9/13/2017 - Ordered to inactive file at the request of Senator Hertzberg.</p>	<p>The Z'berg-Nejedly Forest Practices Act of 1973 prohibits a person from conducting timber operations, as defined, unless a timber harvesting plan prepared by a registered professional forester has been submitted to the Department of Forestry and Fire Protection. The act authorizes the State Board of Forestry and Fire Protection to exempt from some or all of those provisions of the act a person engaging in specified forest management activities, including the cutting or removal of trees in compliance with existing law relating to defensible space. In this regard, the act authorizes, until January 1, 2021, the Forest Fire Prevention Pilot Project Exemption if specified conditions are met, including that only trees less than 26 inches in stump diameter, measured at 8 inches above ground level, shall be removed, no new road construction or reconstruction shall occur, and the activities shall be conducted in specified counties. This bill would expand the exemption to allow the construction or reconstruction of temporary roads on slopes of 40% or less if certain conditions are met, including that a registered professional forester designates temporary road locations, landing locations, associated class III watercourse crossings, unstable areas, and connected headwall swales, including convergent slopes, on specified maps. The bill would require, on or before December 31, 2020, the department and the board to review and submit a report to the Legislature on the trends in the use of, compliance with, and effectiveness of, the exemption, including an assessment of the construction or reconstruction of temporary roads. Last Amended on 4/4/2017</p>
<p>AB 1283 Rodriguez D</p> <p>Mutual aid: reimbursements: volunteer firefighters.</p>	<p>SENATE INACTIVE FILE 9/5/2017 - Withdrawn from committee. Ordered to second reading. Ordered to inactive file at the request of Senator Bradford.</p>	<p>(1)Existing law, the California Emergency Services Act, requires the Governor to coordinate the State Emergency Plan and any programs necessary for the mitigation of the effects of an emergency in this state, as specified. The act authorizes the Governor, with advice of the Office of Emergency Services, to divide the state into mutual aid regions for the more effective application, administration, and coordination of mutual aid and other emergency-related activities. The act requires the Office of Emergency Services, in consultation with relevant local and state agencies, to develop and adopt a state fire service and rescue emergency mutual aid plan as an annex to the State Emergency Plan. This bill would require a nonprofit or public fire department that has volunteer firefighters and receives reimbursement from the federal, state, or local government through a mutual aid request, if the applicable fire agreement is intended to reimburse for personnel costs for work performed associated with firefighting in which the volunteer firefighters of the fire department have participated, to pass through to those volunteers specific reimbursement. The bill would require a fire department that utilizes the services of volunteer firefighters to maintain documentation of reimbursements and allow access to those records as prescribed. The bill would require a fire department to cease using the services of any volunteer firefighter to provide mutual aid response pursuant to the fire agreement who has received pass-through reimbursements that exceed during the fiscal year 20% of the statewide average amount that otherwise would be required to hire a permanent employee to provide the same services and would prohibit such a volunteer from engaging in mutual aid response for the fire department until the following fiscal year. The bill would authorize a volunteer to pursue reimbursement in a civil action if the fire department fails to reimburse the volunteer firefighter in accordance with the bill. By increasing the duties of local officials, this bill would impose a state-mandated local program. This bill contains other existing laws. Last Amended on 8/28/2017</p>

<p>AB 1772 Aguiar-Curry D</p> <p>Fire insurance: indemnity.</p>	<p>SENATE INACTIVE FILE 6/21/2018 - Ordered to inactive file at the request of Senator McGuire.</p>	<p>Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. In the event of a loss relating to a state of emergency, as defined, existing law establishes a minimum time limit of not less than 24 months from the date that the first payment toward the actual cash value is made during which the insured may collect the full replacement cost of the loss, subject to the policy limit, as specified. This bill would extend the minimum time limit during which an insured may collect the full replacement cost of a loss relating to a state of emergency to 36 months. The bill would require that additional extensions of 6 months be provided to policyholders for good cause under that circumstance. The bill would also require that policy forms issued by an insurer be in compliance with these changes on and after July 1, 2019. The bill would also make technical changes. Last Amended on 6/19/2018</p>
<p>AB 1797 Levine D</p> <p>Residential property insurance.</p>	<p>ASSEMBLY DESK 7/5/2018 - Read third time. Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. May be considered on or after August 3 pursuant to Assembly Rule 77.</p>	<p>Existing law requires a named insured on a residential property insurance policy be provided with a copy of the California Residential Property Insurance Disclosure which sets forth a description of certain types of insurance coverage, such as actual cash value coverage and guaranteed replacement cost coverage, as specified. Existing law also requires every California Residential Property Insurance Disclosure be accompanied by a California Residential Property Insurance Bill of Rights. This bill would require an insurer that provides replacement cost coverage to provide, on an every other year basis, at the time an offer to renew a policy of residential property insurance is made to the policyholder, an estimate of the cost necessary to rebuild or replace the insured structure that complies with specified existing regulations. The bill would exempt an insurer from this requirement if either the policyholder has requested, within the 2 years prior to the offer to renew the policy, and the insurer has provided, coverage limits greater than the previous limits that the policyholder had selected, or if the insurer has made specified offers to the policyholder. The bill would state its provisions are not intended to change existing law with respect to the duty of a policyholder or applicant to select the coverage limits for a policy of residential property insurance. The bill's provisions would become operative July 1, 2019. Last Amended on 6/19/2018</p>
<p>AB 1800 Levine D</p> <p>Fire insurance: indemnity.</p>	<p>SENATE INACTIVE FILE 7/2/2018 - Ordered to inactive file at the request of Senator Glazer.</p>	<p>Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. Existing law prohibits, in the event of a total loss of the insured structure, a fire insurance policy issued or delivered in the state from limiting or denying payment of the replacement cost of property if the insured decides to rebuild or replace the property at a location other than the insured premises. Existing law requires the measure of indemnity to be based upon the replacement cost of the insured property and prohibits it from being based upon the cost to repair, rebuild, or replace at a location other than the insured premises. This bill would instead prohibit, in the event of a total loss of an insured structure, a fire insurance policy issued or delivered in this state from containing a provision that limits or denies, on the basis that the insured has decided to rebuild at a new location or to purchase an already built home at a new location, payment of the building code upgrade cost or the replacement cost, including any extended replacement cost coverage, to the extent those costs are otherwise covered by the terms of the policy or any policy endorsement. The bill would prohibit the measure of indemnity from exceeding, rather than requiring it to be based upon, the replacement cost, as specified. The bill would require all policy forms issued on and after July 1, 2019, to contain these provisions. Last Amended on 6/19/2018</p>

<p><u>AB 1875</u> <u>Wood D</u></p> <p>Residential property insurance.</p>	<p>SENATE APPR. 7/2/2018 - Read second time and amended. Re-referred to Com. on APPR.</p> <p>8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Existing law generally regulates classes of insurance, including residential property insurance. Under existing law, the California FAIR (fair access to insurance requirements) Plan Association, a joint reinsurance association in which all insurers licensed to write basic property insurance participate, administers a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Existing law requires the association to establish and maintain an Internet Web site and a toll-free telephone number through which a person may receive assistance in applying for basic property insurance. Existing law requires an insurer member of the plan to provide the Internet Web site address and toll-free telephone number to an applicant who is denied coverage. This bill would require the Department of Insurance to establish the California Home Insurance Finder on its Internet Web site to help homeowners connect with an insurance agent or broker for residential property insurance. The bill would require the department to annually survey agents, brokers, and insurers about inclusion in the finder, and post participants' names, addresses, phone numbers, and Internet Web sites, if available, to the finder on or before July 1, 2020. The bill would require the commissioner to use social media and other tools to promote the finder, and to create materials in the most common languages used in California. The bill would require an insurer that does not offer, cancels, or declines to renew a policy of residential property insurance to disclose specified information to a homeowner, including, on or after July 1, 2020, information about the finder. The bill would require an insurer that offers replacement cost coverage, as specified, but does not offer, or declines to offer, specified extended replacement cost coverage to disclose specified information to a homeowner, including the Internet Web site address of the department's Homeowners Coverage Comparison Tool. The bill would require a residential property insurer to notify the department on or before February 1 of each year of the amount of extended replacement cost coverage it offers in California, and would require the department to use this information to annually update the Homeowners Coverage Comparison Tool. Last Amended on 7/2/2018</p>
<p><u>AB 1877</u> <u>Limón D</u></p> <p>Office of Emergency Services: communications: translation.</p>	<p>SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 12. Noes 0.) (June 26). Re-referred to Com. on APPR.</p> <p>8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>The California Emergency Services Act establishes the Office of Emergency Services within the Governor's office under the supervision of the Director of Emergency Services and makes the office responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. Existing law requires the Governor to coordinate a State Emergency Plan, which is in effect in each political subdivision of the state, and requires the governing body of each political subdivision, as defined, to take actions necessary to carry out the provisions of that plan. Existing law defines an "operational area" as an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area. This bill would require the Office of Emergency Services and the governing body of each political subdivision, including each operational area, to translate any emergency communication to the public into the most commonly spoken language other than English in the impacted county or counties, or, at the option of a county, into one or more languages other than English spoken in the county pursuant to an individualized language assessment of that county. By imposing additional duties on local agencies, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 5/25/2018</p>
<p><u>AB 1919</u> <u>Wood D</u></p> <p>Price gouging:</p>	<p>SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 13. Noes 0.) (June 26). Re-referred to Com. on APPR.</p>	<p>Under existing law, upon the proclamation of a state of emergency, as defined, declared by the President of the United States or the Governor, or upon the declaration of a local emergency, as defined, by the executive officer of any county, city, or city and county, and for a period of 30 days following that declaration, it is a misdemeanor with specified penalties for a person,</p>

<p>state of emergency.</p>	<p>8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>contractor, business, or other entity to sell or offer to sell certain goods and services, including housing, for a price that exceeds by 10% the price charged by that person immediately prior to the proclamation of emergency, except as specified. Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified. This bill would additionally, upon the proclamation or declaration of an emergency as described above, make it a misdemeanor for a person, business, or other entity to increase the rental price, as defined, advertised, offered, or charged for housing to an existing or prospective tenant by more than 10%. The bill would extend the prohibition with regards to housing for any period that the proclamation or declaration is extended. The bill would additionally make it a misdemeanor for a person, business, or entity to evict a housing tenant after the proclamation of a state of emergency and then rent or offer to rent to another person at a rental price higher than the evicted tenant could be charged. By creating a new crime, this bill would create a state-mandated local program. The bill would require the Office of Emergency Services, upon the proclamation of an emergency by the Governor, to include information about these provisions and guidance to property owners, as specified, on an appropriate Internet Web site. This bill contains other related provisions and other existing laws. Last Amended on 6/12/2018</p>
<p>AB 1928 McCarty D</p> <p>California Conservation Corps: contracts.</p>	<p>SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 26). Re-referred to Com. on APPR.</p> <p>8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Existing legislative findings and declarations state that the California Conservation Corps offers California a unique opportunity to meet both the goal of increasing understanding and appreciation of the environment and the goal of helping youths become productive adults. Existing law provides that the Legislature reaffirms its intent that the corps' mission includes increasing awareness of and improving our natural resources, and instilling basic skills and a healthy work ethic in California youth, building their character, self-esteem, and self-discipline, and establishing within them a strong sense of civic responsibility and understanding of the value of a day's work for a day's wages. This bill would authorize the California Conservation Corps to enter into a contract with an individual or collective of certified community conservation corps for a specified type of project or program that is in furtherance of those legislative findings and declarations. The bill would require the California Conservation Corps to file a report on the success of the programs or projects with the Legislature before January 1, 2023. Last Amended on 6/14/2018</p>
<p>AB 1954 Patterson R</p> <p>Timber harvest plans: exemption: reducing flammable materials.</p>	<p>SENATE CONSENT CALENDAR 7/3/2018 - Read second time. Ordered to Consent Calendar.</p>	<p>The Z'berg-Nejedly Forest Practices Act of 1973 prohibits a person from conducting timber operations, as defined, unless a timber harvesting plan prepared by a registered professional forester has been submitted to the Department of Forestry and Fire Protection. The act authorizes the State Board of Forestry and Fire Protection to exempt from some or all of those provisions of the act a person engaging in specified forest management activities, including a person engaged in forest management whose activities are limited to the cutting or removal of trees on the person's property in compliance with existing laws relating to defensible space, as provided, and requires the board to adopt regulations to implement this exemption no later than January 1, 2016. Existing law requires the department evaluate the effects of this above exemption and report its recommendations to the Legislature based on that evaluation, as provided. Existing law makes the above exemption inoperative 3 years after the effective date of regulations adopted by the board or no later than January 1, 2019. This bill would extend the inoperative date to January 1, 2022, and would delete the reporting requirement. Last Amended on 4/16/2018</p>
<p>AB 1956 Limón D</p>	<p>SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to</p>	<p>Existing law requires the director of the Department of Forestry and Fire Protection to establish a working group, consisting of specified members, to identify potential incentives for landowners to</p>

<p>Fire prevention activities: local assistance grant program.</p>	<p>Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>implement prefire activities, as defined, in state responsibility areas and urban wildland communities and to identify all federal, state, or local programs, private programs, and any other programs requiring a cost share that involves prefire activities. This bill would repeal this law. This bill contains other related provisions and other existing laws. Last Amended on 7/3/2018</p>
<p>AB 2091 Grayson D Fire prevention: prescribed burns: insurance pool.</p>	<p>SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>(1)Existing law establishes in the Department of Forestry and Fire Protection the State Board of Forestry and Fire Protection consisting of specified members who are selected and approved for appointment on the basis of their educational and professional qualifications and their general knowledge of, interest in, and experience with, among other things, forest management practices. This bill would rename the board the State Board of Forestry and Fire Prevention and Protection. This bill contains other related provisions and other existing laws. Last Amended on 7/3/2018</p>
<p>AB 2102 Rodriguez D State of emergency: out-of-state aid: reciprocity.</p>	<p>SENATE APPR. 6/28/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 27). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, establishes the Emergency Medical Services Authority and provides for the certification of emergency medical personnel, as specified. The authority is responsible for the coordination and integration of all statewide activities concerning emergency medical services. Existing law, the California Emergency Services Act establishes the Office of Emergency Services and directs the office to serve as the State Disaster Council for the purposes of the California Disaster and Civil Defense Master Mutual Aid Agreement. The act authorizes state agencies to provide mutual aid, including personnel, equipment, and other available resources, to assist political subdivisions during a local emergency or in accordance with mutual aid agreements or at the direction of the Governor. This bill would require the authority to establish training standards and licensing reciprocity procedures for out-of-state paramedic personnel who are requested through the California Disaster and Civil Defense Master Mutual Aid Agreement to render aid in this state during a declared state of emergency. Last Amended on 6/18/2018</p>
<p>AB 2126 Eggman D California Conservation Corps: forestry corps program.</p>	<p>SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (June 26). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Existing law establishes the California Conservation Corps in the Natural Resources Agency and requires the corps to implement and administer the conservation corps program. Existing law requires the Governor to appoint a director to act as the administrative officer of the corps. Existing law authorizes the director to employ special corps members without regard to their ages so that the corps may draw upon their special skills that may contribute to the attainment of the objectives of the program. Existing law provides that these special members may be assigned to headquarters, as well as field positions. This bill would require the director, no later than July 1, 2019, to establish a forestry corps program to accomplish certain objectives including developing and implementing forest health projects, as provided, and establishing forestry corps crews. The bill would require the director to partner with certified community conservation corps in implementing the forestry corps program, where feasible. The bill would require the director, no later than January 1, 2020, to establish 2 forestry corps crews, one to be based in the Central Valley and the other in the Inland Empire, as specified. This bill contains other related provisions. Last Amended on 6/14/2018</p>
<p>AB 2238 Aguiar-Curry D Local agency formation:</p>	<p>SENATE APPR. 6/20/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (June 20). Re-referred to Com. on APPR.</p>	<p>(1)Existing law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, provides the authority and procedures for the initiation, conduct, and completion of changes of organization and reorganization of cities and districts. The act specifies the factors that a local agency formation commission is required to consider in the review of a proposal for a change of organization or reorganization, including, among other things, per capita assessed valuation and</p>

<p>regional housing need allocation: fire hazards: local health emergencies: hazardous and medical waste.</p>	<p>8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>the proposal’s consistency with city or county general and specific plans.This bill would instead require the commission to consider the assessed valuation rather than per capita assessed valuation. The bill would additionally require the commission to consider information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone or maps that identify land determined to be in a state responsibility area if it is determined that such information is relevant to the area that is the subject of the proposal. By adding to the duties of local agency formation commissions in reviewing a change of organization or reorganization, this bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. Last Amended on 6/12/2018</p>
<p><u>AB 2252</u> <u>Limón D</u> State grants: state grant administrator.</p>	<p>SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 13. Noes 0.) (June 26). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>The Grant Information Act of 1999 authorizes state agencies to make available on the Internet a listing of all grants administered by that agency, that includes specified information and provides instructions on filing grant applications electronically, or on the manner in which to download, complete, and mail grant applications to the state agency, or both. The act also authorizes each state agency to make available on the Internet any printed grant application form used by the agency to award grants that are administered by that agency.This bill would enact the Grant Information Act of 2018. The bill would require the Government Operations Agency, on or before July 1, 2020, to create a funding opportunities web portal that provides a centralized location for grant seekers to find state grant opportunities. The bill would additionally require each state agency, on or before July 1, 2020, to register every grant the state agency administers with the Government Operations Agency prior to commencing a solicitation or award process for distribution of the grant, as specified. The bill would require each state agency, on or before July 1, 2020, to provide for the acceptance of electronic applications for any grant administered by the state agency. Last Amended on 6/14/2018</p>
<p><u>AB 2333</u> <u>Wood D</u> Office of Emergency Services: behavioral health response.</p>	<p>SENATE APPR. 7/2/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>The California Emergency Services Act establishes the Office of Emergency Services within the Governor’s office under the supervision of the Director of Emergency Services and makes the office responsible for the state’s emergency and disaster response services for natural, technological, or manmade disasters and emergencies. Existing law authorizes the Governor, or the director when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.This bill would establish a behavioral health deputy director within the Office of Emergency Services to ensure individuals have access to necessary mental and behavioral health services and supports in the aftermath of a natural disaster or declaration of a state of emergency and would require the deputy director to collaborate with the Director of Health Care Services to coordinate the delivery of trauma-related support to individuals affected by a natural disaster or state of emergency. The bill would require the Director of Health Care Services, in collaboration with the Office of Emergency Services, to immediately request necessary federal waivers to ensure the provision of health care services, as specified, during a natural disaster or declared state of emergency. Last Amended on 7/2/2018</p>
<p><u>AB 2346</u> <u>Quirk D</u> Public utilities: rates: wildfire expense</p>	<p>SENATE APPR. 7/5/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to fix the rates and charges for every public utility, and requires that those rates and charges be just and reasonable. Existing law requires the commission to authorize public utilities to establish catastrophic event memorandum accounts and to record certain costs in those accounts. This bill would authorize the commission to permit each electrical corporation and gas corporation to establish a wildfire expense memorandum account for incremental unreimbursed costs relating to</p>

<p>memorandum accounts.</p>		<p>California wildfires that occur on or after January 1, 2015, and to record certain costs in those accounts. The bill would require the recovery in rates of those costs to be subject to review by, and the determination of, the commission, as specified. The bill would require an electrical corporation or gas corporation to notify the commission by letter within 30 days after the electrical corporation or gas corporation begins recording costs in its wildfire expense memorandum account. This bill contains other related provisions and other existing laws. Last Amended on 7/5/2018</p>
<p><u>AB 2380</u> <u>Aguiar-Curry D</u></p> <p>Fire protection: privately contracted private fire prevention resources.</p>	<p>SENATE APPR. 7/2/2018 - Read second time and amended. Re-referred to Com. on APPR.</p> <p>8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Existing law provides that fire companies in unincorporated and incorporated towns may be organized, as provided, and be subject to specified provisions and requirements. Existing law provides that the city council of an incorporated city may, by ordinance, regulate the formation and continued existence of fire companies providing service within its city. Existing law establishes in state government, within the office of the Governor, the Office of Emergency Services. Existing law requires the office to be responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would require the office, in collaboration with the Department of Forestry and Fire Protection, to develop standards and regulations for any privately contracted private fire prevention resources operating during an active fire incident in the state, and to develop regulations to govern the use of equipment used by privately contracted private fire prevention resources during an active fire incident, as provided. The bill would authorize the office to levy a fine not to exceed \$5,000 for any violation of the above provisions or regulations adopted thereto, as provided. Last Amended on 7/2/2018</p>
<p><u>AB 2518</u> <u>Aguiar-Curry D</u></p> <p>Innovative forest products and mass timber.</p>	<p>SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR.</p> <p>8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Existing law establishes the Department of Forestry and Fire Protection in the Natural Resources Agency. Existing law declares that a thriving in-state forest products sector provides public benefits, including employment opportunities in both rural and urban areas, and economic development for rural communities. Existing law requires the Secretary of the Natural Resources Agency to establish a working group on expanding wood product markets, as provided. This bill would require, on or before January 31, 2020, the department, in consultation with the State Board of Forestry and Fire Protection, to identify barriers to in-state production of mass timber and other innovative forest products, as those terms are defined, and develop solutions that are consistent with the state's climate objectives on forest lands. The bill would require the department to collaborate with the working group described above, other state agencies, and independent experts, including with apprenticeship programs of organized labor, community colleges, and others with similar expertise, on innovative forest products and mass timber workforce training and job creation. This bill contains other related provisions. Last Amended on 7/3/2018</p>
<p><u>AB 2551</u> <u>Wood D</u></p> <p>Forest and Wildland Health Improvement and Fire Prevention Program: joint prescribed burning</p>	<p>SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR.</p> <p>8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Existing law requires the Department of Forestry and Fire Prevention to implement various fire prevention programs intended to protect forest resources and prevent uncontrolled wildfires. This bill would require the department to establish, implement, and administer the Forest and Wildland Health Improvement and Fire Prevention Program, as prescribed. The bill would require the department to take specified actions to implement and administer programs that are intended to promote forest and wildland health, restoration, and resilience, and improve fire outcomes, prevention, and preparedness throughout the state. The bill would also require the department, to the extent feasible, to collaborate with the Department of Corrections and Rehabilitation to utilize correctional officers and conservation crews for vegetation management and fire prevention</p>

operations: watersheds.		activities.This bill contains other related provisions and other existing laws. Last Amended on 7/3/2018
AB 2576 Aguiar-Curry D Emergencies: health care.	SENATE APPR. 6/27/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	(1)Existing law, the California Emergency Services Act, authorizes the Governor to proclaim a state of emergency, and local officials and local governments to proclaim a local emergency, when specified conditions of disaster or extreme peril to the safety of persons and property exist, and authorizes the Governor or the appropriate local government to exercise certain powers in response to that emergency. Existing law authorizes the Governor, during a state of emergency, to direct all state agencies to utilize and employ state personnel, equipment, and facilities to perform activities that are designed to prevent or alleviate actual and threatened damage due to that emergency. Existing law authorizes a state agency so directed to expend any of the moneys that have been appropriated to it in order to perform that activity.This bill would authorize the Governor, during a state of emergency, to direct all state agencies to utilize, employ, and direct state personnel, equipment, and facilities for the performance of any and all activities that are designed to allow community clinics and health centers to provide and receive reimbursement for services provided during or immediately following the emergency. The bill would authorize any agency directed by the Governor to perform those activities to expend any of the moneys that have been appropriated to it in order to perform those activities, irrespective of the particular purpose for which the moneys were originally appropriated.This bill contains other related provisions and other existing laws. Last Amended on 6/27/2018
AB 2594 Friedman D Fire insurance.	SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law generally regulates fire insurance and county mutual fire insurers. Existing law prescribes the standard form for a fire insurance policy or county fire insurance policy. Existing law imposes a 12-month statute of limitations in which to bring suit under a fire insurance policy or a county fire insurance policy after a loss. Existing law makes it a misdemeanor for an insurer or agent to countersign or issue a fire policy that varies from the California standard form of policy.This bill would revise the standard forms of policy and extend the period in which to bring suit to 24 months after the inception of the loss if the loss is related to a state of emergency, as specified. By expanding the scope of an existing crime, the bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. Last Amended on 7/3/2018
AB 2645 Patterson R Greenhouse Gas Reduction Fund: forestry and fire prevention.	ASSEMBLY NAT. RES. 4/23/2018 - In committee: Set, first hearing. Hearing canceled at the request of author.	The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The act authorizes the state board to include use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available upon appropriation. Existing law continuously appropriates 35% of the annual proceeds of the fund for transit, affordable housing, and sustainable communities programs and 25% of the annual proceeds of the fund for certain components of a specified high-speed rail project.This bill, beginning in the 2019–20 fiscal year, would continuously appropriate \$74,805,000 from the fund annually to the Department of Forestry and Fire Protection for purposes of fire prevention activities that reduce greenhouse gas emissions. This bill also, beginning in the 2019–20 fiscal year, would continuously appropriate \$450,000,000 from the fund annually to the Department of Forestry and Fire Protection for state and local healthy forest and fire prevention programs and projects that improve forest health and reduce greenhouse gas emissions, for vegetation management projects of local entities that will reduce greenhouse gas emissions and maximize certain cobenefits, for the implementation of memorandums of

		understanding regarding federal lands for vegetation management that will reduce greenhouse gas emissions and maximize certain cobenefits, and for resource management, to be allocated as specified. This bill contains other existing laws.
<u>AB 2687</u> <u>Quirk-Silva D</u> Office of Small Business.	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 25). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law establishes the Office of Small Business Advocate within the Governor's Office of Business and Economic Development, also known as GO-Biz, and prescribes the duties and functions of the Small Business Advocate, who is also the Director of the Office of Small Business Advocate. Among these duties, the director is to serve as the principal advocate in the state on behalf of small businesses and to represent the views and interests of small businesses before other state agencies policies and activities of which may affect small businesses. This bill would require the Small Business Advocate to collaborate with the Office of Small Business and Disabled Veteran Business Enterprise Services in their activities under the Small Business Procurement Act and to post a variety of information related to small business activities on the GO-Biz Internet Web site or the advocate's Internet Web site. Among other things, the bill would require the advocate to be prepared for designation by the Office of Emergency Services to serve as an official liaison between small businesses impacted by a state of emergency and other government and nonprofit service providers and to assist in the state emergency recovery, response, and preparedness efforts related to small businesses. The bill would eliminate the duty of the Office of Small Business Advocate to post information on its Internet Web site regarding small business financial development and the efficient use of energy, as specified. Last Amended on 6/7/2018
<u>AB 2889</u> <u>Caballero D</u> Timber harvesting plans: guidance and assistance.	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 26). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law prohibits a person, as defined, from conducting timber operations, as defined, unless a timber harvesting plan that meets specified requirements and is prepared by a professional forester for those operations has been submitted to the Department of Forestry and Fire Protection. Existing law requires the department to review, approve, or require the modification of, timber harvesting plans in accordance with prescribed procedures. This bill would require the department to provide guidance and assistance to ensure the uniform and efficient implementation of processes and procedures regulating the filing, review, approval, required modification, completion, and appeal of decisions relating to timber harvesting plans, as provided. The bill would also require the department to issue guidance to achieve greater timber harvesting plan review accuracy and efficiency and to avoid duplication of efforts, as provided. Last Amended on 4/30/2018
<u>AB 2898</u> <u>Gloria D</u> Emergency services: local emergencies.	SENATE THIRD READING 6/27/2018 - Read second time. Ordered to third reading.	Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified. The act also prescribes a process for the declaration of a local emergency and permits a local emergency to be proclaimed only by the governing body of a city or county or by an official designated by ordinance adopted by that governing body. Existing law requires the governing body to review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency. This bill would instead require review of a local emergency by the governing body, as described above, to occur at least once every 60 days.
<u>AB 2911</u> <u>Friedman D</u> Fire safety.	SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR.	(1)Existing law requires, no later than January 1, 2005, the State Fire Marshal, in consultation with the Director of Forestry and Fire Protection and the Director of Housing and Community Development, to recommend building standards that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading, as provided. This bill would require

	8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	the State Fire Marshal, no later than January 31, 2020, in consultation with the Director of Forestry and Fire Protection and the Director of Housing and Community Development, to recommend updated building standards that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading, as specified, based on lessons learned from the wildfires of 2017 and to develop a list of low-cost retrofits that provide for comprehensive site and structure fire risk reduction, as provided. This bill contains other related provisions and other existing laws. Last Amended on 7/3/2018
AB 2915 Caballero D Workforce development boards: mutual disaster aid assistance: memorandum of understanding.	SENATE APPR. 6/28/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 5. Noes 0.) (June 27). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law, the California Workforce Innovation and Opportunity Act, establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California's workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. That act prescribes specific tasks with which the board assists the Governor, including the development and updating of comprehensive state performance accountability measures, to assess the effectiveness of the core programs in the state as required under specific federal law. That act also requires the establishment of a local workforce development board in each local workforce development area of the state to, among other things, develop effective linkages with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities. The bill would require, by July 1, 2020, the California Workforce Development Board to develop, in conjunction with the Employment Development Department and with input from local workforce development boards, a policy regarding mutual aid agreements between and among local workforce development boards to enable them to effectively respond to disasters and that is consistent with applicable state and federal law. Last Amended on 6/21/2018
AB 2941 Berman D Health care coverage: state of emergency.	SENATE THIRD READING 7/3/2018 - Read second time. Ordered to third reading.	Existing law, the Knox-Keene Health Care Service Plan Act of 1975 (Knox-Keene), provides for the licensure and regulation of health care service plans by the Department of Managed Health Care, and makes a willful violation of the act a crime. Existing law provides for the regulation of health insurers by the Department of Insurance. Existing law requires the Department of Managed Health Care and the Insurance Commissioner to adopt regulations to ensure enrollees and insureds have access to needed health care services in a timely manner, and requires a health care service plan contract or health insurance policy to provide information to an enrollee or insured regarding the standards for timely access to care. This bill would require a health care service plan or health insurer to provide its enrollees or insureds who have been displaced by a state of emergency, as defined, access to medically necessary health care services, as specified. The bill would require a health care service plan or health insurer, within 48 hours of a declaration of emergency by the Governor that displaces or has the immediate potential to displace enrollees or insureds, to file a notification with the appropriate department, containing specified information regarding how the plan or insurer is addressing the needs of its enrollees or insureds during the state of emergency. Because a willful violation of the bill's requirements relative to health care service plans would be a crime, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 6/19/2018
AB 3257 Committee on Natural Resources	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 26). Re-referred to Com. on APPR.	(1)Existing law, the Surface Mining and Reclamation Act of 1975, prohibits a person, with exceptions, from conducting surface mining operations unless, among other things, a permit is obtained from, a specified reclamation plan is submitted to and approved by, and financial assurances for reclamation have been approved by the lead agency, as defined, for the operation of the surface mining operation. The act requires that the State Mining and Geology Board submit to

<p>Natural resources.</p>	<p>8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>the Legislature each year a report on the actions taken under the act during the preceding fiscal year, and requires the Division of Mine Reclamation in the Department of Conservation, at a minimum, to quarterly publish in the California Regulatory Notice Register, or otherwise make available upon request to the Department of General Services or any other state or local agency, a list identifying specified information pertaining to surface mining operations for which a report is required. This bill would revise the information to be included in that list, and would require identification of all surface mining operations subject to the act that are newly permitted, active, or idle and not reported pursuant to a specified provision. The act requires every lead agency to adopt ordinances for the review and approval of reclamation plans, financial assurances, and surface mining operation permits. Existing law requires that within 90 days of a surface mining operation becoming idle, as defined, the operator submit to the lead agency for review and approval an interim management plan, and requires the lead agency within 60 days of receipt of the interim management plan, or a longer period mutually agreed upon by the lead agency and the operator, to review and approve the plan in accordance with its ordinance and notify the operator in writing, or otherwise proceed as provided. This bill would instead require the lead agency, within 45 days of receipt of the interim management plan, to review the plan in accordance with its ordinance, and if the plan satisfies specified requirements under the act, to forward the plan to the Supervisor of Mine Reclamation for comment. The bill would also revise certain procedures and requirements for the review and approval of interim management plans by the supervisor, as prescribed. The act requires the lead agency to cause surface mining operations to be inspected at intervals of no more than 12 months, solely to determine whether the surface mining operation is in compliance with the act, and to, among other things, provide a notice of completion of inspection to the supervisor specifying, as applicable, certain information about aspects of the surface mining operation found to be inconsistent with the act. This bill would additionally require that the notice of completion of inspection include a statement as to whether the surface mining operation is out of compliance with an order to comply or stipulated order to comply issued by the lead agency. The bill would make related changes. This bill would delete obsolete references in these provisions. This bill contains other related provisions and other existing laws. Last Amended on 6/18/2018</p>
<p>ACA 24 Waldron R</p> <p>Property taxation: transfer of base year value: disaster relief.</p>	<p>ASSEMBLY REV. & TAX 6/28/2018 - Referred to Com. on REV. & TAX.</p>	<p>The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value of that property. For purposes of this limitation, "full cash value" is defined as the assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value" or, thereafter, the appraised value of that real property when purchased, newly constructed, or a change in ownership has occurred. The California Constitution, in the case of property that is substantially damaged or destroyed, as defined, by a disaster, as declared by the Governor, requires the Legislature to provide for the transfer of base year value, to a comparable property within the same county that is acquired or newly constructed as a replacement for the substantially damaged or destroyed property, and authorizes the Legislature, if a county ordinance so providing has been adopted, to provide for the transfer of base year value to comparable replacement property of equal or lesser value that is located within another county. This measure would additionally require the Legislature to provide for the transfer of base year value of property that is substantially damaged or destroyed by a disaster, as declared by the Governor, occurring on or after January 1, 2017, to July 1, 2018, to comparable property located within the same or a different county that is acquired or newly constructed as a replacement for the substantially</p>

		damaged or destroyed property. The measure would limit this provision to intercounty transfers of base year value that occur on or after the effective date of the measure.
SB 819 Hill D Electrical and gas corporations: rates.	ASSEMBLY APPR. 6/27/2018 - Read second time and amended. Re-referred to Com. on APPR.	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to establish rules for all public utilities, subject to control by the Legislature. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. Existing law prohibits a gas corporation from recovering any fine or penalty in any rate approved by the commission. This bill would additionally prohibit an electrical corporation from recovering a fine or penalty through a rate approved by the commission and would make related nonsubstantive changes. This bill contains other related provisions and other existing laws. Last Amended on 6/27/2018
SB 821 Jackson D Emergency notification: county jurisdictions.	ASSEMBLY THIRD READING 6/26/2018 - Read second time. Ordered to third reading.	The California Emergency Services Act establishes the Office of Emergency Services in the office of the Governor and provides that the office is responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would authorize each county, including a city and county, to enter into an agreement to access the contact information of resident accountholders through the records of a public utility or other agency responsible for water service, waste and recycling services, or other property-related services for the sole purpose of enrolling county residents in a county-operated public emergency warning system. The bill would specify that any county that enters into such an agreement would be required to include procedures to enable any resident to opt out of the warning system and a process to terminate the receiving agency's access to the resident's contact information. The bill would prohibit the use of the information gathered for any purpose other than for emergency notification. This bill contains other existing laws. Last Amended on 6/25/2018
SB 824 Lara D Insurers: declared disaster: homeowners' insurance policies.	ASSEMBLY APPR. 6/28/2018 - Read second time and amended. Re-referred to Com. on APPR.	(1) Existing law requires an insurer to comply with certain procedures relating to the cancellation of insurance policies, except as specified, in the case of a total loss to the primary insured structure under a residential policy. Among other requirements, an insurer may not cancel coverage while the primary insured structure is being rebuilt, as specified, nor use the fact that the primary insured structure is in damaged condition as a result of the total loss as the sole basis for a decision to cancel the policy, and must offer, at least once, to renew the policy, as specified, if the total loss to the primary insured structure was caused by a disaster. This bill would prohibit, subject to certain exceptions, an insurer from canceling or refusing to renew a policy of residential property insurance for one year after the declaration of a state of emergency based solely on the fact that the insured structure is located in an area in which a wildfire has occurred, with respect to an insured property located within or adjacent to the fire perimeter, as specified. This bill contains other related provisions and other existing laws. Last Amended on 6/28/2018
SB 833 McGuire D Emergency alerts: evacuation orders: operators.	ASSEMBLY APPR. 7/5/2018 - Read second time and amended. Re-referred to Com. on APPR.	The California Emergency Services Act establishes the Office of Emergency Services (OES) in the office of the Governor and provides that OES is responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. The act also provides for systems for the public dissemination of alerts regarding missing children, attacks upon law enforcement officers, and missing persons who are 65 years of age or older, among others, and requires the Department of the California Highway Patrol to activate these systems and issue alerts upon the request of a law enforcement agency if certain conditions are

		met. This bill would require that mass notifications and the communication of protective actions be conveyed broadly or to a targeted population based on the conditions and risk assessment of the responsible local government and specify options for notification. The bill would further require, on or before January 1, 2019, OES to establish guidelines and best practices for public alerts and warnings and the use of mass notification systems, as provided. On or before July 1, 2019, the bill would require OES to both ensure that each emergency management office within a county or city shall become a registered IPAWS WEA operator and has up-to-date IPAWS software and equipment. The bill also would require OES to ensure that emergency management personnel trained on the WEA system receive yearly training in IPAWS and WEA software and equipment operation. This bill contains other related provisions and other existing laws. Last Amended on 7/5/2018
<u>SB 894</u> <u>Dodd D</u> Property insurance.	ASSEMBLY SECOND READING 7/5/2018 - Read second time and amended. Ordered to second reading.	Existing law requires an insurer, in the case of a total loss to the primary insured structure under a policy of residential property insurance, to offer to renew the policy at least once if the loss to the primary insured structure was caused by a disaster, as defined, and was not also due to the negligence of the insured, except as specified. This bill would instead, under specified circumstances, require the insurer to offer to renew the policy for at least the next 2 annual renewal periods or 24 months, whichever is greater. This bill contains other related provisions and other existing laws. Last Amended on 7/5/2018
<u>SB 901</u> <u>Dodd D</u> Electrical corporations: local publicly owned electric utilities: electrical cooperatives: wildfire mitigation plans and measures.	SENATE CONFERENCE COMMITTEE 7/6/2018 - Assembly Members Holden (Co-chair), Dahle, Mayes, Reyes, and Wood appointed to Conference Committee.	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities and electrical cooperatives are under the direction of their governing boards. Existing law requires each electrical corporation, local publicly owned electric utility, and electrical cooperative to construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire posed by those electrical lines and equipment. Existing law requires each electrical corporation to annually prepare a wildfire mitigation plan and to submit its plan to the commission for review, as specified. Existing law requires the commission to review and comment on the submitted plan, as specified. Existing law requires the governing board of a local publicly owned electric utility or electrical cooperative to determine whether any portion of the geographical area where the utility's overhead electrical lines and equipment are located has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment and, if so, requires the utility, at an interval determined by its board, to present to its board for approval those wildfire mitigation measures the utility intends to undertake to minimize the risk of its overhead electrical lines and equipment causing a catastrophic wildfire. This bill would require a wildfire mitigation plan prepared by an electrical corporation, and wildfire mitigation measures prepared by a local publicly owned electric utility or electrical cooperative, to include a description of the factors the preparing entity uses to determine when it may be necessary to deenergize its electrical lines and deactivate its reclosers, including meteorological and fire threat conditions, and an assessment of risks to the health and welfare of customers who may lose power. The bill would also require a wildfire mitigation plan and wildfire mitigation measures to include appropriate and feasible procedures for notifying customers, including, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure, who may be impacted by the deenergizing of electrical lines. This bill contains other related provisions and other existing laws. Last Amended on 7/2/2018

<p><u>SB 914</u> <u>Dodd D</u></p> <p>Local agency contracts: construction manager at-risk construction contracts.</p>	<p>SENATE ENROLLED 7/10/2018 - Enrolled and presented to the Governor at 3:30 p.m.</p>	<p>Existing law authorizes a county, until January 1, 2023, with approval of the board of supervisors, to utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any building owned or leased by the county, subject to certain requirements, including that the method may only be used for projects that are in excess of \$1,000,000. This bill would expand that authorization by authorizing a public entity, of which the members of the county board of supervisors make up the members of the governing body of that public entity, with the approval of its governing body, to utilize construction manager at-risk construction contracts. The bill would also authorize the county or public entity to utilize those contracts for the erection, construction, alteration, repair, or improvement of infrastructure owned or leased by the county or the public entity, as applicable, including, but not limited to, buildings, utility improvements associated with buildings, flood control and underground utility improvements, and bridges, but excluding roads. Last Amended on 6/6/2018</p>
<p><u>SB 917</u> <u>Jackson D</u></p> <p>Insurance policies.</p>	<p>ASSEMBLY THIRD READING 7/3/2018 - Read second time. Ordered to third reading.</p>	<p>Existing law regulates insurance and the business of insurance in the state. Under existing law, an insurer is liable for a loss of which a peril insured against was the proximate cause, although a peril not contemplated by the contract may have been a remote cause of the loss. Under existing law, an insurer is not liable for a loss of which the peril insured was only the remote cause. This bill would require coverage to be provided if a loss or damage results from a combination of perils, one of which is a landslide, mudslide, mudflow, debris flow, or other similar earth movement, if an insured peril is the efficient proximate cause of the loss or damage and coverage would otherwise be provided for the insured peril. The bill would require coverage to be provided under the same terms and conditions as would be provided for the insured peril. The bill would state that it does not constitute a change in, but is declaratory of, existing law, and that it does not alter or abrogate any defenses, either in contract or law, that existed prior to January 1, 2019. Last Amended on 7/2/2018</p>
<p><u>SB 929</u> <u>McGuire D</u></p> <p>Special districts: Internet Web sites.</p>	<p>ASSEMBLY THIRD READING 7/2/2018 - From consent calendar on motion of Assembly Member Calderon.</p>	<p>The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides the exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and reorganization for special districts, as specified. The California Public Records Act requires a local agency to make public records available for inspection and allows a local agency to comply by posting the record on its Internet Web site and directing a member of the public to the Web site, as specified. This bill would, beginning on January 1, 2020, require every independent special district to maintain an Internet Web site that clearly lists contact information for the special district, except as provided. Because this bill would require local agencies to provide a new service, the bill would impose a state-mandated local program. The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose. This bill would make legislative findings to that effect. This bill contains other existing laws. Last Amended on 3/6/2018</p>
<p><u>SB 969</u> <u>Dodd D</u></p> <p>Automatic garage door openers: backup batteries.</p>	<p>ASSEMBLY THIRD READING 7/5/2018 - Read second time. Ordered to third reading.</p>	<p>Existing law requires an automatic garage door opener that is manufactured for sale, purchased, sold, offered for sale, or installed in a residence to comply with specified safety requirements, including that the automatic garage door opener have an automatic reverse safety device. This bill, beginning July 1, 2019, would also require an automatic garage door opener that is manufactured for sale, sold, offered for sale, or installed in a residence to have a battery backup function that is designed to operate when activated because of an electrical outage. The bill would make a</p>

		violation of those provisions subject to a civil penalty of \$1,000. The bill would, on and after July 1, 2019, prohibit a replacement residential garage door from being installed in a manner that connects the door to an existing garage door opener that does not meet the requirements of these provisions. Last Amended on 6/14/2018
<p><u>SB 1040</u> <u>Dodd D</u></p> <p>In-home supportive services: natural disaster.</p>	<p>ASSEMBLY APPR. 6/27/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (June 27). Re-referred to Com. on APPR.</p>	<p>(1)Existing law establishes the In-Home Supportive Services (IHSS) program, administered by the State Department of Social Services and counties, under which qualified aged, blind, and disabled persons are provided with supportive services, as defined, in order to permit them to remain in their own homes. The California Emergency Services Act authorizes the Governor to declare a state of emergency under specified conditions and requires a county, including a city and county, to update its emergency plan to address, among other things, how the access and functional needs population, as defined, is served by emergency communications, evacuation, and sheltering. This bill would require a county to use a void and reissue warrant process for any provider who lost or had damaged an uncashed warrant because of a natural disaster resulting in a state of emergency. The bill would require a county, including a city and county, at the next update to its emergency plan, to integrate and require the assessment and provision of supportive services to IHSS recipients. This bill contains other related provisions and other existing laws. Last Amended on 6/19/2018</p>
<p><u>SB 1076</u> <u>Hertzberg D</u></p> <p>Emergency preparedness: electrical utilities: electromagnetic pulse attacks and geomagnetic storm events.</p>	<p>ASSEMBLY APPR. 7/5/2018 - Read second time and amended. Re-referred to Com. on APPR.</p>	<p>The California Emergency Services Act creates within the office of the Governor the Office of Emergency Services, which is responsible for the state's emergency and disaster response services, as specified. Existing law requires the office to update the State Emergency Plan on or before January 1, 2019, and every 5 years thereafter. This bill would require the office to update the State Emergency Plan to include cost-effective preparedness recommendations to feasibly harden the critical infrastructure of electrical utilities against an electromagnetic pulse attack, geomagnetic storm event, or other potential cause of a long-term outage. Last Amended on 7/5/2018</p>
<p><u>SB 1079</u> <u>Monning D</u></p> <p>Forest resources: fire prevention grants: advance payments.</p>	<p>ASSEMBLY THIRD READING 7/2/2018 - Read second time. Ordered to third reading.</p>	<p>Existing law authorizes the Director of Forestry and Fire Protection to provide grants to entities, including, but not limited to, private or nongovernmental entities, Native American tribes, or local, state, and federal public agencies, for the implementation and administration of projects and programs to improve forest health and reduce greenhouse gas emissions. The Budget Act of 2017 appropriated moneys to the Department of Forestry and Fire Protection for purposes of, among other things, providing local assistance grants, grants to fire safe councils, and grants to qualified nonprofit organizations with a demonstrated ability to satisfactorily plan, implement, and complete a fire prevention project for these same purposes, as provided. This bill would, until January 1, 2024, authorize the director to authorize advance payments to a nonprofit organization, a local agency, a special district, a private forest landowner, or a Native American tribe from the grant awards specified above. The bill would prohibit a single advance payment from exceeding 25% of the total grant award. The bill would place specified requirements on the grantee of the advance payment, including that the grantee file an accountability report with the department, as provided. The bill would require the department to provide a report to the Legislature on or before January 1, 2023, on the outcome of the use of the advance payments. This bill contains other related provisions. Last Amended on 6/28/2018</p>

<p><u>SB 1088</u> <u>Dodd D</u></p> <p>Safety, reliability, and resiliency planning: general rate case cycle.</p>	<p>ASSEMBLY RLS. 7/5/2018 - Re-referred to Com. on RLS. pursuant to Assembly Rule 96.</p>	<p>Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission, after a hearing, to require every public utility to construct, maintain, and operate its line, plant, system, equipment, apparatus, tracks, and premises in a manner so as to promote and safeguard the health and safety of its employees, passengers, customers, and the public. Existing law requires electrical corporations to annually prepare and submit a wildfire mitigation plan to the commission for review. Existing law requires the commission to establish standards for disaster and emergency preparedness plans, as specified, and requires an electrical corporation to develop, adopt, and update an emergency and disaster preparedness plan, as specified. This bill would require the office, in consultation with specified public entities, by September 30, 2019, to adopt standards for reducing risks from a major event, as defined. The bill would require those standards to include model policies that may be undertaken by local governments regarding, among other things, defensible space, and actions that may be undertaken by an electrical or gas corporation, a local publicly owned electric or gas utility, or a water utility to reduce the risk of fire occurring during a major event. The bill would require the office to update the standards at least once every 2 years. This bill contains other related provisions and other existing laws. Last Amended on 7/3/2018</p>
<p><u>SB 1181</u> <u>Hueso D</u></p> <p>Emergency services: certified community conservation corps.</p>	<p>ASSEMBLY APPR. 6/21/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 19. Noes 0.) (June 20). Re-referred to Com. on APPR.</p>	<p>Existing law, the California Emergency Services Act, grants the Governor certain powers to be exercised in accordance with the State Emergency Plan and programs for the mitigation of the effects of an emergency. Existing law creates the Office of Emergency Services within the Governor's office and commits to the office the responsibility for the state's response services for natural, technological, or manmade disasters and emergencies. This bill would authorize the Office of Emergency Services to enter into an agreement directly with one or more certified community conservation corps, as defined, to perform emergency or disaster response services as the office deems appropriate.</p>
<p><u>SB 1205</u> <u>Hill D</u></p> <p>Fire protection services: inspections: compliance reporting.</p>	<p>ASSEMBLY APPR. 7/2/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 21. Noes 0.) (June 28). Re-referred to Com. on APPR. (Received June 29 pursuant to Joint Rule 61(b)(13)).</p>	<p>Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided. This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's, or district's, compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 6/20/2018</p>
<p><u>SB 1260</u> <u>Jackson D</u></p> <p>Fire prevention</p>	<p>ASSEMBLY APPR. 7/2/2018 - Read second time and amended. Re-referred to Com. on APPR.</p>	<p>(1)Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction, as provided in connection with a state program for fire prevention. This bill would require the local agency to transmit a copy of the adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption. By imposing a new duty on a local</p>

and protection: prescribed burns.		agency, the bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. Last Amended on 7/2/2018
SB 1263 Portantino D Ocean Protection Council: Statewide Microplastics Strategy.	ASSEMBLY APPR. 6/28/2018 - Read second time and amended. Re-referred to Com. on APPR.	The California Ocean Protection Act establishes the Ocean Protection Council in state government and prescribes the functions and duties of the council with regard to the protection and conservation of coastal waters and ocean ecosystems.This bill would require the council, to the extent funds are available from bonds or other sources, to adopt and implement a Statewide Microplastics Strategy related to microplastic materials that pose an emerging concern for ocean health and that includes specified components, as provided. The bill would authorize the council, in collaboration with the State Water Resources Control Board, the Office of Environmental Health Hazard Assessment, and other interested entities, to enter into one or more contracts with marine research institutes in the state for the provision of research services that would contribute directly to the development of the Statewide Microplastics Strategy. The bill would require the council, subject to the availability of funding, to submit the Statewide Microplastics Strategy to the Legislature on or before December 31, 2021, and to report to the Legislature on the implementation and findings of the Statewide Microplastics Strategy, and on recommendations for policy changes or additional research, on or before December 31, 2025. Last Amended on 6/28/2018
SB 1305 Glazer D Emergency medical services providers: dogs and cats.	ASSEMBLY APPR. 6/27/2018 - Read second time and amended. Re-referred to Com. on APPR.	Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (the act), establishes the Emergency Medical Services Authority to coordinate and integrate all state activities concerning emergency medical services, including, among other duties, establishing training standards for specified emergency services personnel. The act provides a qualified immunity for public entities and emergency rescue personnel providing emergency services. The act provides other exemptions from liability for specified professionals rendering emergency medical services.This bill would authorize an emergency medical services provider, as defined, to provide basic first aid to dogs and cats, as defined, to the extent that the provision of that care is not prohibited by the provider's employer. The bill would limit civil liability for specified individuals who provide care to a pet or other domesticated animal during an emergency by applying existing provisions of state law. The definition of "basic first aid to dogs and cats" for purposes of these provisions would specifically include, among other acts, administering oxygen and bandaging for the purpose of stopping bleeding.This bill contains other existing laws. Last Amended on 6/27/2018
SB 1339 Stern D Electricity: microgrids: tariffs.	ASSEMBLY APPR. 7/5/2018 - Read second time and amended. Re-referred to Com. on APPR.	(1)Under existing law, the Public Utilities Commission (PUC) has regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities, as defined, are under the direction of their governing boards. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable.This bill would require the PUC, in consultation with the State Energy Resources Conservation and Development Commission and the Independent System Operator, to take specified actions by January 1, 2020, to facilitate the commercialization of microgrids for distribution customers of electrical corporations. The bill would prohibit the PUC from permitting a microgrid that uses diesel backup or gas-combustion generation. The bill would require a local publicly owned electric utility that serves more than 700,000 customers to develop a process for interconnection of customer-supported microgrids and to make this process available by January 1, 2020. The bill would prohibit these local publicly owned electric utilities from permitting a microgrid that uses diesel backup or gas-combustion generation.This bill contains other related provisions and other existing laws. Last Amended on 7/5/2018

<p><u>SB 1415</u> <u>McGuire D</u></p> <p>Housing.</p>	<p>ASSEMBLY THIRD READING 6/28/2018 - Read second time. Ordered to third reading.</p>	<p>(1)Existing law requires the State Fire Marshal, the chief of any city, county, or city and county fire department or district providing fire protection services, or a Designated Campus Fire Marshal, and their authorized representatives, to enforce in their respective areas building standards relating to fire and panic safety adopted by the State Fire Marshal and published in the California Building Standards Code, and other regulations that have been formally adopted by the State Fire Marshal for the prevention of fire or for the protection of life and property against fire or panic. Existing law also authorizes a city, county, or city and county fire department or fire protection district to adopt more stringent or restrictive regulations. This bill would require each entity responsible for enforcing building standards and other regulations of the State Fire Marshal, as specified, to inspect, every 5 years, all structures within the entity’s responsibility that are in the Factory Industrial Group F, High-Hazard Group H, and Storage Group S occupancy classifications, as described, for compliance with those standards and regulations, or, if applicable, more stringent or restrictive local regulations. The bill would authorize an entity that inspects a structure pursuant to these provisions to charge and collect a fee from the owner of the structure to recover the costs of the inspection or related fire and life safety activities. This bill contains other related provisions and other existing laws. Last Amended on 5/25/2018</p>
<p><u>SB 1416</u> <u>McGuire D</u></p> <p>Local government: nuisance abatement.</p>	<p>ASSEMBLY THIRD READING 7/2/2018 - Read second time. Ordered to third reading.</p>	<p>Existing law authorizes the legislative body of a city or county to establish a procedure to use a nuisance abatement lien or a special assessment to collect abatement costs and related administrative costs.This bill would authorize, until January 1, 2024, the legislative body of a city or county to also collect fines related to the nuisance abatement using a nuisance abatement lien or a special assessment. The bill would require any fines or penalties related to nuisance abatement that are recovered pursuant to these provisions to be used for specified purposes relating to supporting local enforcement of state and local building and fire code standards. Last Amended on 4/4/2018</p>
<p><u>SB 1453</u> <u>McGuire D</u></p> <p>Statutes of limitations.</p>	<p>ASSEMBLY SECOND READING 7/5/2018 - Read second time and amended. Ordered to second reading.</p>	<p>Existing law provides that civil actions can only be commenced within prescribed periods, based on the nature of the action. Existing law prescribes a limitations period of one year for, among other things, an action upon a statute for a forfeiture or penalty to the people of the state. Under existing law, this one-year period is applicable to an action to petition a court to impose a civil penalty for an intentional, knowing, or negligent violation of the Z’berg-Nejedly Forest Practice Act of 1973 (FPA) or any rules or regulations of the State Board of Forestry and Fire Protection.This bill would instead provide that such an action is subject to a 3-year limitations period, if the action is for a violation of specified provisions of the FPA or a specified regulation of the board and is related to the conversion of timberland to nonforestry-related agricultural uses. The bill would provide that the limitations period for this cause of action does not begin until discovery by the Department of Forestry and Fire Protection. Last Amended on 7/5/2018</p>
<p><u>SB 1477</u> <u>Stern D</u></p> <p>Low-emissions buildings and sources of heat energy.</p>	<p>ASSEMBLY APPR. 7/5/2018 - Read second time and amended. Re-referred to Com. on APPR.</p>	<p>Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to allocate up to 15% of the revenues received by an electrical corporation as a result of the direct allocation of greenhouse gas allowances to electrical distribution utilities for clean energy and energy efficiency projects established pursuant to statute that are administered by the electrical corporation, or a qualified third-party administrator as approved by the commission, and that are not otherwise funded by another funding source. This bill would require the commission to develop and administer the Technology and Equipment for Clean Heating (TECH) Initiative, a statewide market development initiative, to require gas corporations to advance the state’s market for low-emission space and water heating equipment for new and existing residential and</p>

		<p>nonresidential buildings. The bill would require the commission, as a part of the initiative, to identify and target key low-emission space and water heating equipment technologies that are in an early stage of market development and that would assist the state in achieving its greenhouse gas emissions reduction goals. The bill would require the commission to develop guidelines and evaluation metrics, implement outreach strategies for hard-to-reach customers, and provide for job training and employment opportunities, in administering the TECH Initiative. This bill contains other related provisions and other existing laws. Last Amended on 7/5/2018</p>
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**Sonoma County Recovery and Resiliency Plan Update
July 10, 2018**

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
	Significant Completed Activities					
1	Housed close to 70 at-risk residents out of emergency shelters in one week	X				
2	Installed 43 miles of wattles in burn areas to prevent erosion			X		
3	Cleared 3,789 lots of fire debris under government program	X			X	
4	Protected hundreds of mile of streams and creeks from toxic runoff			X		
5	Conducted over 100 recovery related community meetings to support fire survivors	X	X			X
6	\$3.25M emergency state grant received for dislocated workers				X	
7	2,400 subscribers to Sonoma County Recovers email newsletter	X	X	X	X	X
8	Rain warning postcards sent to 4,000 property owners in burn areas		X			
9	Flood Prevention Map and warning system created by Watershed Task Force		X	X		
10	10,700 burned trees identified that pose risks to county roads		X	X		
11	Resiliency Permit Center opened: 2700+ visitors/2000+ calls to date	X			X	
12	Rain/stream gauge network installed in burn areas with public website		X	X		
13	Created #GoSoCo campaign				X	
14	Established SBA Business Recovery Center				X	
15	40 financial institutions convened by Federal Reserve Bank of San Francisco to plan for capital needs	X				
16	Requested and Received disaster waivers from HUD	X				
17	Closed homeless encampment at Roseland Village and offered housing/services to all occupants to make way for new housing construction	X				
18	Committed \$4.5 million for construction of new affordable housing properties	X				
19	Secured \$250,000 from a NGO grant to build capacity of CDC as the County's lead housing agency	X				
20	Established a Streamlining Tools to Ease Permitting (STEP) taskforce with industry	X			X	
21	Job Link assisted 4,700 with disaster unemployment insurance					X
22	Urgency housing ordinances passed enabling use of RVs, rental of guest houses	X				
23	Housing Taskforce worked with FEMA to provide 120 spaces at fairgrounds	X				
24	Permit Sonoma held meetings to streamline private bridge repair and reconstruction	X				
25	Created Sonoma County Recovers – a one-stop online resource for the community	X	X	X	X	X
26	Supported block captain meetings and ongoing efforts	X	X	X	X	X
27	8 free residential landscape templates created for fire rebuild	X		X		
28	County staff trained in new Integrated Public Alert Warning System		X			

**Sonoma County Recovery and Resiliency Plan Update
July 10, 2018**

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
29	Created 90 character limit Wireless Emergency Alert message templates		X			
30	Created and recorded evacuation messages using SoCoAlert templates		X			
31	Completed After Action Report on October wildfires		X			
32	Increased size, adjust the minimum lot size, and reduce fees for certain Accessory Dwelling Units (ADU) to make delivery of affordable housing in both residential and rural areas more attractive	X				
33	Deferred collection of certain Impact Fees until after building permits have been issued to allow lower carrying costs for the project and to create the option for these fees to be rolled into permanent financing for the project	X				
34	Allowed staff approval of innovative proposals through the Alternative Equivalent Proposals process when they meet established criteria	X				
35	Modified the Single Room Occupancy (SRO) facilities provisions to allow small SROs by right and remove the size cap for larger SROs by use permit	X				
	Significant Activities In Progress					
36	Legislative advocacy on regional, state and federal level	X	X	X	X	X
37	Fire Camera pilot project at Lake Sonoma		X	X		
38	Collaborating with Spanish speaking community advocates	X	X		X	X
39	Organization of housing project pipelines from all 10 jurisdictions, in partnership with SCTA	X				
40	Exploring housing opportunities on County-owned properties	X			X	
41	Leveraging Sonoma County Youth Ecology Corps model to support recovery efforts				X	
42	Identify incentive programs to harden private residential infrastructure	X	X		X	
43	Free energy rebuilding consultations offered by Energy and Sustainability	X			X	
44	\$17,500 in rebuilding incentives through Sonoma Clean Power	X				
45	21,000-plus reached by California HOPE counseling program					X
46	Free chipping offered by Fire & Emergency Services		X	X		
47	Removal of thousands of burned trees along county roads that pose risk to safety		X	X		
48	Over Excavation Program with CalOES: 515 burned lots to be assessed	X			X	
49	New Countywide Grant Steering Committee reviewing external funding opportunities	X	X	X	X	X
50	Assessing Mark West Creek and other burn streams			X		
51	Property Assessed Clean Energy financing now available for fire recovery housing	X			X	
52	Renewal Enterprise District planning involving Sonoma Clean Power, Sonoma County Transportation Authority, City of Santa Rosa, MTC/ABAG, and various state agencies.	X			X	

Sonoma County Recovery and Resiliency Plan Update

July 10, 2018

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
53	Formation of a Building Resilient Inclusive Communities (BRIC) loan pool for affordable housing	X				
54	Collection and analysis of data in coordination with Bay Area Council and California Forward	X				
55	Planning for receipt of federal disaster funds, especially CDBG-DR	X			X	
56	District Attorney has reviewed 250+ price-gouging complaints					X
57	Assist landowners with removal of burned and damaged vegetation			X		X
58	Utilizing California Employment Development Department funding for workforce	X			X	
59	Various studies in burn areas to determine factors controlling burn severity		X	X		
60	Conduct and report water quality monitoring in and downstream of burn areas			X		
61	Engage cities countywide to help solve the housing shortage at every level	X			X	
62	Engage local agencies and non-profits as partners to help them lead private advocacy and financing efforts	X			X	
63	Engage business leaders on how they can help solve the job/housing gap	X			X	
64	Facilitate rebuilding units with clean energy programs through Sonoma Clean Power grant program	X			X	
65	Facilitate climate positive construction techniques for rebuilding homes through consultation and project planning assistance from the Energy and Sustainability Division of General Services	X				
66	Work with innovators to pilot use of modular or other alternative construction techniques	X				
67	Encourage efforts to increase work force training related to the building and construction trades at the high school level through the Career Technical Education Foundation, the Sonoma County Office of Education, the North Bay Construction Corps, and similar programs	X				
68	Support and coordinate with long-term recovery agency, Rebuild Our Community Sonoma County (ROC SC) for long-term unmet needs	X				
69	Develop employer partnerships (Higher Education, Health Systems, Major Employers) through RED and EDB	X				
70	Identify appropriate funding sources to address insurance gaps	X			X	
	Potential Future Activities					
71	Support programmatic EIR for Vegetation Management Program			X		

Sonoma County Recovery and Resiliency Plan Update
July 10, 2018

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
72	Explore woody biomass discussions with Sonoma Clean Power			X	X	
73	Advocate for state Healthy Forests funding for stewardship and governance		X	X		
74	Install Regional Fire Cameras		X			
75	Housing Recovery ballot measure	X			X	
76	Formation and operationalizing of RED JPA	X				
77	Adjust land use regulations to reduce cycle time, create greater certainty of approval	X				
78	Update planning studies to support regional housing needs, including near SMART	X				
79	Collaborate with partners to support workforce housing solutions	X			X	
80	Develop and implement new mechanisms to expedite housing approvals and financing	X				
81	Build sustainable career pathways, especially in the area of construction				X	X
82	Conduct a Board of Supervisors Safety Net Services Recovery Workshop in August					X
83	Wire Emergency Alert system test in September		X			
84	Storm patrol preparedness and winter monitoring		X	X		X
85	Assess and rehabilitate dozer scars and plan for future access		X	X		
86	Create a Sonoma County Cooperative Education Program	X			X	
87	Updated fire safety plans for Regional Parks and Preserves		X	X	X	
88	Roadside fuels assessment and treatment in northwest Sonoma County		X	X		
89	Develop scorecard report on new housing units built in the unincorporated County					
90	Planning outreach and fuels treatments in Lake Sonoma Watershed		X	X		
91	Advocate for solutions to private disabled/destroyed utilities in a disaster		X			X
92	Facilitate hardened construction techniques for rebuilding homes through consultation and project planning assistance from the County Fire Marshal's prevention office		X			
93	Facilitate opportunities for new construction worker housing through use of RV sites	X			X	
94	Explore public-private partnerships for ride sharing programs to create affordable transportation solutions				X	X
95	Explore opportunities to leverage SMART and expand, adjust, and discount bus routes, especially for displaced residents				X	X



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24

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

To: Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt 565-2241

Supervisorial District(s):

Second District

Title: Fee Waiver

Recommended Actions:

Approve a fee waiver in the amount of \$1,069.00 for permit and health fees for Petaluma People Services Center for the Senior Nutrition program services program- Congregate Meals (Senior Café) and Home-delivered Meals (Meals on Wheels). (Second District)

Executive Summary:

Petaluma People Services Center Congregate Meals Program serves adults aged 60 and older, as well as their spouses and disabled individuals living with them. Providing nutritious hot meals and an opportunity for socialization. Services are provided at two sites in Petaluma on Monday through Friday.

Discussion:

Prior Board Actions:

Approved on 8-09-2016

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

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested	1,069.00		
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	1,069.00		
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Letter and Waiver.			
Related Items "On File" with the Clerk of the Board:			
None			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: _____

First
Middle
Last

Mailing Address: _____

Number, Street, Apt/Suite
City
State
Zip

Phone: () - _____ Email: _____

Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Petaluma People Services Center (PPSC)

Mailing Address: 1500 Petaluma Blvd. South Petaluma CA 94952

Number, Street, Apt/Suite
City
State
Zip

Phone: (707) 765 - 8488 Email: anita@petalumapeople.org

Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

City
 Special District
 Other Local Government
 School
 Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
Dept of Health Services - EH&S	Annual Food Permit	\$1,069.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
3 / 2 / 2017	Dept of Health Serv-EH	Annual Food Permit	\$1,069.00
/ / 2016			
/ / 2012			
/ / 2011			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment
 User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

Amita Jorenberg

Authorized Signature

Director of Senior Services - PPSC

Title

6 / 13 / 2018

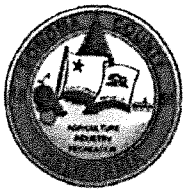
Date

Petaluma People Services Center (PPSC) – Permit Fee Waiver Request

Project Description

PPSC Senior Nutrition Meal Programs prepare and provide healthy, nutritious meals to seniors 60 and older, who are primarily low-income and rely on these nutrition/social programs in South Sonoma County. Our programs are non-fee, donation based, and no one is refused services due to an inability to pay. All meals are nutritionally well-balanced and conform to all Dietary Guidelines for Americans.

Senior Nutrition Program services include Congregate Dining, which serves over 10,000 nutritious meals to 170 clients in a congregate setting with nutritional educational and social activities, as well as Home-Delivered Meals (Meals on Wheels), which provides individualized risk screening, delivers over 26,000 hot nutritionally balanced meals, and provides vital human connection and security checks to 200 homebound seniors.



County of Sonoma Department of Health Services
 Environmental Health & Safety Section
 625 5th Street
 Santa Rosa, CA 95404 707-565-6565



Public Health
 Prevent Promote Protect

INVOICE

TO: PPSC/Senior Cafe Attn Anita Ta
 PPSC/Senior Cafe Attn Anita Ta
 1500 Petaluma Blvd S
 Petaluma, CA 94953

Account ID	Invoice ID	Date
AR0001728	IN0108325	3/1/2018

District	Facility ID
Food District04	FA0007054

ATTN: PPSC/Senior Cafe Attn Anita Ta
 RE: PPSC/Senior Cafe Attn Anita Ta

Record ID	Program Identifier	Program Element	Description	Amount
PR0001557	Petaluma Peoples Services	3R14	Food - Moderate Prep (2,000 - 6,000 sq ft)	\$ 1,069.00
Total Due for This Invoice:				\$ 1,069.00
Due Date:				4/1/2018

Pursuant to the Sonoma County Code, Chapter 14, and the Board of Supervisors approved fee schedule, all programs will be assessed a late fee of 25% of the remaining invoice balance due if full payment is not received within 30 days of the due date. An additional late fee of 25% of the remaining invoice balance due if full payment is not received within 60 days of the due date.

Please return this portion with your payment

From: Petaluma Peoples Services
 211N Novak Dr

Account ID	Invoice ID	Date
AR0001728	IN0108325	3/1/2018
District	Facility ID	
Food District04	FA0007054	

To: County of Sonoma Department of Health Services
 Environmental Health & Safety Section
 625 5th Street
 Santa Rosa, CA 95404 707-565-6565

Total Due for This Invoice: \$ 1,069.00
 Due Date: 4/1/2018



Petaluma People Services Center

1500 Petaluma Boulevard South
Petaluma, California 94952
Tel: (707) 765-8488 FAX: (707) 765-8482
www.petalumapeople.org

June 13, 2018

Dear Supervisor Rabbitt,

We would like to ask for your submission of a waiver request in the amount of \$1,069.00, which is the annual Food Service Permit fee for our **Senior Nutrition program services**. The statement from County of Sonoma Department of Health Services, Environmental Health & Safety Section is attached, as well as the Fee Waiver/Board Sponsorship Request Form.

A description of the project for which this fee waiver is being requested is as follows:

Our **Senior Nutrition Meal Programs** prepare and provide healthy, nutritious meals to seniors 60 and older, who are primarily low-income and rely on these nutrition/social programs in South Sonoma County. Our programs are non-fee, donation based, and no one is refused services due to an inability to pay. All meals are nutritionally well-balanced and conform to all Dietary Guidelines for Americans.

Senior Nutrition Program services include Congregate Dining, which serves over 10,000 nutritious meals to 170 clients in a congregate setting with nutritional educational and social activities, as well as Home-Delivered Meals (Meals on Wheels), which provides individualized risk screening, delivers over 26,000 hot nutritionally balanced meals, and provides vital human connection and security checks to 200 homebound seniors.

Our Senior Nutrition Meals Programs assist at-risk individuals and their families with basic human needs services to achieve their highest level of independence in their efforts to age in place and avoid premature institutionalization.

We thank you for your continued support of our older adult population in the community and of our services. Your consideration in support of this waiver is appreciated.

Sincerely,

Anita Tanenberg
Director of Senior Services



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25

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

To: Board of Supervisors

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2866

Supervisorial District(s):

Fifth District

Title: Fee Waiver

Recommended Actions:

Approve Fee Waiver of \$1503 for the Bodega Volunteer Fire Department's Big Event to be held on August 19, 2018. (Fifth District)

Executive Summary:

Bodega Volunteer Fire Department serves the community with no parcel tax, and relies on a completely volunteer group of firefighters and board members. The Big Event has been held annually for many years, and is the largest single source of income for the District.

Discussion:

Prior Board Actions:

Approved on 08-01-2017, 06-21-2017 and 06-23-2015

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

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested	\$1503		
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$1503		
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Fee Waiver Application.			
Related Items “On File” with the Clerk of the Board:			
None.			

SUBMIT TO:
Board of Supervisors
575 Administration Dr. 100A
Santa Rosa, CA 95403

COUNTY OF SONOMA

Fee Waiver Request Form

For Board of Supervisors Use Only

1. Contact information for individual requesting fee waiver:

Name: JIM GRANT
First Middle Last
Mailing Address: P.O. Box 265, BODEGA, CA 94922
Number Street City State/Zip
Phone: 707 876 9611 Email: JIMGRANT@SONIC.NET
Area Code/Number

2. Name of organization or entity for which fee waiver is requested:

Name: BODEGA VOLUNTEER FIRE DEPT
Mailing Address: P.O. Box 28, BODEGA, CA 94922
Number Street City State/Zip
Phone: 876-9438 Email: 8700@BODEGAFIRE.ORG

3. Please indicate by check mark the supervisory district in which the organization or entity submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Valerie Brown District 1	Allie Kerns District 2	Shirley Zane District 3	Paul Kelley District 4	Efren Carrillo District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. Type of organization or entity for which the fee waiver is requested:

City Special District Other Local Government
 School Non-profit or CBO Individual

Other Fees (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver is being requested on a separate sheet of paper. Please include the type of project/activity/event, the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual



Bodega Volunteer Fire Department
P. O. Box 28, Bodega, California 94922

fee
w
7/24 DOS

FAX Cover Sheet 3 PAGES TOTAL

To: LYNDA HOPKINS

Fax # 565 3778

Attn: SUSAN UPCHURCH

From: JIM GRANT, BVFD

Fax # 876 9438

Subject: FEE WAIVER REQUEST FOR

THE BIG EVENT ON AUGUST 19, 2018

Note: PLEASE SEND ME A COPY WHEN APPROVED -

THANKS, JIM, 876 9611 / JIMGRANT@SONIC.NET

7. Type and amount of fee waiver(s) requested. Please list all County fees you are requesting be waived in conjunction with this project/activity/event:

Department Assessing Fee	Type of Fee	Amount of Fee
PRMD	SPECIAL EVENT ZONING PERMIT	\$1503.

8. If your entity or organization has received a fee waiver(s) for a similar project/activity/event in the past, please list fee waivers below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
	PRMD	SPECIAL EVENT	\$826.40
22 JUN '16	PRMD	" "	18018.
23 JUN '15	"	" "	1864.
22 JUN '14	"	" "	1864.

9. Does the organization or entity for which the fee waiver is requested receive funding from any of the following sources? If so, please specify:

- Property Tax Sales Tax Special Assessment
 User Fees

Other Fees (please specify): NONE

10. If the organization or entity receives tax funding or has the ability to assess fees, please provide an explanation and supporting documentation regarding the complete inability of the organization or entity to pay the fees which you are requesting be waived. Please attach information/documentation to this form and submit with your request for a fee waiver.

11. Will the organization or entity be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver? If so, please provide an explanation and supporting documentation detailing why the fees to be waived cannot be recovered through the entry fee. Please attach information/documentation to this form and submit with your request for a fee waiver.

John Green
 Authorized Signature
19 JUNE 2018
 Date

SECRETARY, DVFD
 Title



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: July 24, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-3752

Supervisorial District(s):

First District

Title: Fee Waiver

Recommended Actions:

Approve the fee waiver of Sonoma Veterans Building rental fees for the Blood Centers of the Pacific bi-monthly community blood drives in the amount of \$3302.50

Executive Summary:

Blood Centers of the Pacific is scheduling their community bi-monthly blood drives at the Sonoma Veterans Building and requests building rental fees be waived

Discussion:

Prior Board Actions:

This fee was waived in 2015, 2016, and 2017

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested		3302.50	
Total Expenditures		3302.50	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies		3302.50	
Total Sources		3302.50	
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Fee waiver application and related exhibits.			
Related Items “On File” with the Clerk of the Board:			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form *Revised 5/21/18*

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Jeanne Nielsen
First Middle Last

Mailing Address: 270 Masonic Avenue San Francisco CA 94118
Number, Street, Apt/Suite City State Zip

Phone: (415) 308 - 6982 Email: jnielsen@bloodcenters.org
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Blood Systems, Inc. DBA Blood Centers of the Pacific

Mailing Address: 270 Masonic Ave. San Francisco Ca 94123
Number, Street, Apt/Suite City State Zip

Phone: (415) 308 - 6982 Email: jnielsen@bloodcenters.org
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

City Special District Other Local Government

School Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
Sonoma County Veteran's Bldg.	Room Charge, Set-up and Processing Fee	\$ 3302.50

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
5 / 9 / 2017	Sonoma Veteran's Bldg	Rental Fees	\$ 3302.50
11 / 15 / 2016	" "	"	2802.50
5 / 28 / 2015	" "	"	3850.00
5 / 17 / 2014	" "	"	3950.00

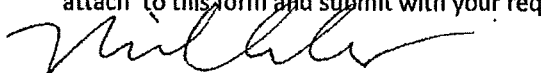
9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax Sales Tax Special Assessment
 User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.



 Authorized Signature

REGIONAL DIRECTOR

 Title

5 2/1/8

 Date

5. Description

Blood Centers of the Pacific would like to host monthly blood drives for the community on the following dates:

Tuesday, July 10, 2018

Tuesday, September 4, 2018

Tuesday, November 6, 2018

Tuesday, January 8, 2019

Tuesday, March 5, 2019

Tuesday, May 7, 2019

Based on prior events, we anticipate 25-45 donors, plus 5-7 staff members.

**LICENSE AGREEMENT CONDITIONS AND REQUIREMENTS
FOR USE OF SONOMA COUNTY VETERANS MEMORIAL BUILDINGS**

SONOMA COUNTY GENERAL SERVICES
2300 County Center Drive A200, Santa Rosa CA 95403
(707) 565-2158 halls@sonoma-county.org

1. **PAYMENT.** Licensee shall pay the County for the use of facilities as specified in the Reservation documents detailing Licensee's planned use. Checks shall be made payable to the County of Sonoma. All payments are due 30 days in advance of event.
2. **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.
3. **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.
4. **INDEMNIFICATION.** Licensee agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release County, its agents and employees, from and against any and all actions, claims, damages, liabilities or expenses that may be asserted by any person or entity, including Licensee, arising out of or in connection with the performance of Licensee hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. 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 benefit acts, or other employee benefit acts.
5. **TRANSFER OF MANAGEMENT OF FACILITIES.** County may transfer the operation and management of the facilities covered by this License Agreement to a third party entity during the term of this Agreement ("Management Entity") pursuant to a written agreement between County and the Management Entity. This License Agreement shall remain in full force after any such transfer. County will endeavor to provide advance notice to Licensee of any such transfer before the effective date of such transfer.
6. **INSURANCE.** At all times during the life of this agreement the Licensee shall maintain at its own expense the insurance specified below:
 - a) **Workers' compensation and Employers Liability Insurance:**
 1. Required if Licensee has employees.
 2. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 3. Employers' Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 4. Required Evidence of Coverage:
 - i. Certificate of Insurance.If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.
 - b) **General Liability Insurance:**
 1. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
 2. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
 3. Licensee 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. Licensee is responsible for any deductible or self-insured retention.
 4. The County of Sonoma, its officers, agents, employees and Management Entity, shall be additional insureds for liability arising out of the Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent). The insurance provided to County, et al. as additional insured shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
 5. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
 6. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
 - c) **Liquor Liability Insurance: (for events with alcohol.)**
 1. Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; \$1,000,000 Aggregate.
 2. Licensee 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. Licensee is responsible for any deductible or self-insured retention.
 3. Required Evidence of Coverage:
 - i. Certificate of Insurance.
 - d) **Standards for Insurance Companies:**

Insurers shall have an A.M. Best's rating of at least A:VII.
 - e) **Documentation:**
 1. The Certificate of Insurance must include the following reference: Event Name: Blood Drive Date: _____
 2. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
 3. The name and address for Additional Insured endorsements and Certificates of Insurance is: the County of Sonoma, its officers, agents, employees and Management Entity; Sonoma County Sonoma Veterans Building, Booking Office 2300 County Center Dr A200, Santa Rosa CA 95403.
 4. Required Evidence of Coverage 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.
 5. Licensee 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.
 6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
 - f) **Policy Obligations:**

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
 - g) **Material Breach:**

If Licensee fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.
7. **EXPIRATION OF LICENSE.** At the expiration of the time of use of the facilities herein above set forth, Licensee shall quit the facilities of the County and return to Manager all equipment and facilities procured from Manager, which premises, equipment, and the facilities shall be in as good condition and repair as before

Licensee's use thereof except for ordinary wear and use. Licensee shall reimburse County of Sonoma for any equipment or facility damaged during the use of said facility as specified herein.

8. **COMPLIANCE WITH LAWS.** Licensee, its agents, and employees shall comply with all rules and regulations prescribed by Manager for the use and occupancy of the facilities of County, and with all applicable laws, ordinances and regulations adopted or established from time to time, by any governmental agency or department thereof. Licensee shall obtain and comply with all permits or licenses required by the laws, ordinances, and rules or regulations mentioned herein.

9. **ASSIGNMENT.** No assignment of this license or any duty or interest hereunder shall be made by Licensee without the prior written consent of County.

10. **PROGRAM REQUIREMENT.** Licensee shall file with the Manager at least thirty (30) days prior to holding the performance or function for which this license is issued, a full and detailed outline of all activities required, all stage and equipment requirements, the hall and chair set-up and such other information as may be required by the Manager concerning such function. Licensee shall make an appointment to meet with facility staff at event location to review rental and set up requirements prior to performance or function.

11. **SEATING CAPACITY.** The seating capacity of each facility or portion thereof is on file at the office of the Manager and incorporated herein by this reference. Licensee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility or facilities hereinabove described, nor admit thereto a larger number of persons than can safely and freely move about therein. The decision of the Manager and the Fire Marshall in this respect shall be final.

12. **CONCESSION SALES.** County reserves the sole right to operate the parking lots, box office concessions, check rooms, and any food or beverage concession; provided, however, that the Manager may, in writing, authorize Licensee to operate any of the aforesaid upon such terms as the Manager may deem proper.

13. **ACCESS.** County shall have the absolute right to enter the premises herein specified, or any portion thereof, at all times.

14. **CONTROL.** In renting the facility to the Licensee, it is understood the County does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations. The decision of the County's representatives, as to required staffing, and the number of persons that can safely and freely move about in said licensed space, shall be final.

15. **SECURITY.** Licensee shall be required to provide and pay for 0 police and 0 private security personnel to be present for the safety of the public during use of the premises.

16. **OBJECTIONABLE PERSONS.** County reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither County nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by County of such right.

17. **BROADCASTING.** No events or portions of events shall be taped, broadcast or televised without the prior written consent of County.

18. **STORAGE.** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises or stored on such premises either prior to, during or subsequent to the use of the facilities by Licensee, County and its officers, agents and employees shall act solely for the accommodation of Licensee; and neither County, its officers, agents nor employees shall be liable for any loss, damage or injury to such property.

19. **OBSTRUCTIONS.** No portions of the sidewalks, entries, passages, vestibules, halls or way of access to public utilities of the premises shall be obstructed, or caused to be obstructed, by Licensee or caused or permitted to be used for any purpose other than ingress or egress to and from the facilities. The doors, skylights, stairways or openings that reflect or admit light into any portion of the building, including hallways, passageways, also radiators and house lighting attachments, shall in no way be obstructed by Licensee.

20. **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.

21. **FLAMMABLE MATERIALS.** No flammable materials such as bunting, tissue paper, etc., shall be used for decorations; and all materials used for decorative purposes must be treated with flame-proofing and approved by the local Fire Department. No fireworks, open flame, nor device prohibited by local police or fire jurisdictions shall be permitted.

22. **DEFAULT.** Should the Licensee default in the performance of any of the terms and conditions of this License, the Manager, at his/her option, may in addition to other legal remedies available immediately terminate this License. In such event, Licensee shall be liable for the full amount of the rent provided for herein, less rent charges received from others for use of the premises at the time, or times, specified in this License. Any deposit made by Licensee to County shall be retained by County and considered liquidated damages.

23. **CONTRACT ADDITIONS.** Additional provisions or modifications may be attached to this agreement and, when signed, shall be binding on the parties.

24. **CANCELLATION BY COUNTY.** In addition to the right to terminate this License Agreement upon Licensee's default, the Manager shall have the right to terminate part or all of this agreement at any time, in the following circumstances:

- a) Upon thirty (30) days' written notice,
- b) Immediately without notice if the County Board of Supervisors, the County Emergency Services Director, County Administrative Officer, the Manager or other local, state or federal official determines that the facility is required for public necessity or emergency use,
- c) Immediately without notice if the facility is destroyed or damaged or should a strike occur.

Neither County nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through exercise by County of any of its rights to cancellation pursuant to this section. Upon cancellation by County, any deposit made by Licensee may be refunded at County's sole discretion.

25. **CANCELLATION BY LICENSEE.** The Licensee is liable for the following amounts in the event of cancellation by Licensee: a) If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by County; b) if the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained by County; c) if the event is cancelled between 15-30 days of the date held, Licensee shall forfeit 50% of the Rental Fee; d) if the event is cancelled within 15 days of the date held, Licensee shall forfeit 100% of the Rental Fee.

26. **NONDISCRIMINATION.** Licensee shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, gender, marital status, age, medical condition, handicap or sexual orientation.

27. **NOTE: CHEWING GUM, GLITTER, CANDLES, AND SHOES ON THE WALL (S) ARE NOT PERMITTED IN THE FACILITIES AT ANY TIME.**

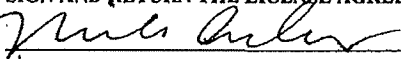
28. **CHANGES.** Any changes to the reservation must be made 30 days prior to the event.

29. **CERTIFIED ACCESS SPECIALIST DISCLOSURE.** Pursuant to California Civil Code Section 1938, the subject property has/has not been inspected by a "Certified Access Specialist".

30. **POSSESSORY INTEREST AND OTHER TAXES.** Licensee is fully responsible for and agrees to pay all real and personal property taxes (including any tax levied on a possessory interest, as defined in California Revenue and Taxation Code Section 107 or successor statute, if applicable), general and special assessments, and other charges of every description (collectively "Taxes"), levied on or assessed against any and all interests held by Licensee, including personal property of Licensee located on County property, to the full extent incurred during the term of this Agreement.

31. **ALL PAPERWORK, INCLUDING PROOF OF INSURANCE, IS DUE 30 DAYS PRIOR TO THE EVENT.**

SIGN AND RETURN THE LICENSE AGREEMENT AND ONE COPY OF RESERVATION.



Licensee

5-21-18

Date

Approved and agreed to:



Sonoma County Veterans Memorial Buildings
 2300 County Center Drive., Suite A200
 Santa Rosa CA 95403
 (707) 565-2158 - Tel / (707) 565-3240 - fax

CONFIRMED

Customer	Reservation: 11418
Jeanne Nielsen	Event Name: Bi-Monthly Blood Drives
Blood Center of the Pacific	Status: Confirmed
270 Masonic Avenue	Mobile: 415-308-6982
San Francisco, CA 94118	Phone: 415-749-6696

Bookings / Details	Quantity	Price	Amount
--------------------	----------	-------	--------

*CHEWING GUM, GLITTER, CONFETTI, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN OUR FACILITIES AT ANY TIME.
 HOURS RESERVED MUST INCLUDE DECORATION, SET-UP AND CLEAN-UP.
 CHANGES TO THIS RESERVATION MAY BE MADE UP TO 30 DAYS PRIOR TO THE EVENT DATE*

*ADDITIONAL CHARGES WILL BE INCURRED IF YOUR EVENT RUNS BEYOND CONTRACTED HOURS.
 A \$50.00 FEE WILL BE CHARGED IF CONTRACT REQUIREMENTS ARE NOT MET 30 DAYS PRIOR TO EVENT DATE OR IF CHANGES OF ANY KIND ARE REQUESTED LESS THAN 30 DAYS BEFORE EVENT DATE
 FAILURE TO PAY DEPOSIT ON TIME WILL RESULT IN CANCELLATION OF YOUR RESERVATION - THE REINSTATEMENT FEE IS \$50.00*

Tuesday, July 10, 2018

1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ \$55.00/hr)	1	\$412.50	\$412.50
Less 30% Discount			-\$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)	1	\$100.00	\$100.00
Processing Fee:			
Sonoma Processing Fee	1	\$25.00	\$25.00
1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Kitchen ((none))			
Room Charge: (7.5 hours @ \$30.00/hr)	1	\$225.00	\$225.00
Less 30% Discount			-\$67.50

Tuesday, September 04, 2018

1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ \$55.00/hr)	1	\$412.50	\$412.50
Less 30% Discount			-\$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)	1	\$100.00	\$100.00
1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Kitchen ((none))			
Room Charge: (7.5 hours @ \$30.00/hr)	1	\$225.00	\$225.00
Less 30% Discount			-\$67.50

Tuesday, November 06, 2018

1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ \$55.00/hr)	1	\$412.50	\$412.50
Less 30% Discount			-\$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)	1	\$100.00	\$100.00
1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Kitchen ((none))			

Sonoma County Veterans Memorial Buildings	Reservation:	11418	Confirmed
Bookings / Details		Quantity	Price
Room Charge: (7.5 hours @ \$30.00/hr)		1	\$225.00
Less 30% Discount			-\$67.50
<u>Tuesday, January 08, 2019</u>			
1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ \$55.00/hr)		1	\$412.50
Less 30% Discount			-\$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)		1	\$100.00
1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Kitchen ((none))			
Room Charge: (7.5 hours @ \$30.00/hr)		1	\$225.00
Less 30% Discount			-\$67.50
<u>Tuesday, March 05, 2019</u>			
1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ \$55.00/hr)		1	\$412.50
Less 30% Discount			-\$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)		1	\$100.00
1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Kitchen ((none))			
Room Charge: (7.5 hours @ \$30.00/hr)		1	\$225.00
Less 30% Discount			-\$67.50
<u>Tuesday, May 07, 2019</u>			
1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ \$55.00/hr)		1	\$412.50
Less 30% Discount			-\$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)		1	\$100.00
1:30 PM - 9:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Kitchen ((none))			
Room Charge: (7.5 hours @ \$30.00/hr)		1	\$225.00
Less 30% Discount			-\$67.50
	Processing Fee		\$25.00
	Room Charge		\$2,677.50
	Room Set-up Fee		\$600.00
	Subtotal		\$3,302.50
	Grand Total		\$3,302.50

GRAND TOTAL MAY NOT REFLECT ALL POSSIBLE CHARGES

THE SIGNED/DATED TENTATIVE RESERVATION FORM MUST BE RETURNED WITHIN 2 WEEKS OF THE DATE ON THE COVER LETTER OR THIS REQUESTED RESERVATION WILL BE CANCELLED WITHOUT FURTHER NOTICE.

PLEASE REVIEW THIS TENTATIVE RESERVATION. If any of the information is incorrect, or if you have questions or concerns, please call us at 707-565-2158. Otherwise, to hold your reservation, SIGN, DATE AND RETURN ONE COPY OF THIS FORM.

Thank you for scheduling your event with us. We look forward to working with you.

Sonoma County Veterans Memorial Buildings

Reservation:

11418

Confirmed

Bookings / Details

Quantity

Price

Amount



Sign

5-21-18

Date

CANCELLATION:

If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by the County (General Services Department).

If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.

If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.

If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

CLEANING/DAMAGE DEPOSITS:

The entire cleaning/damage deposit will be forfeited if ANY of the following occur:

GUM IS FOUND IN THE FACILITY (FLOOR, ETC.)

GLITTER IS FOUND IN THE FACILITY

ALCOHOL IS BROUGHT INTO FACILITY DURING A "NON-ALCOHOL" EVENT



County of Sonoma
Permit & Resource Management Department

Sonoma County Planning Commission

ACTIONS

Permit Sonoma
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: July 12, 2018
Meeting No.: 18-08

ROLL CALL

Dick Fogg
Todd Tamura
Komron Shahhosseini
Ariel Kelley
Pamela Davis, Chair

STAFF MEMBERS

Jennifer Barrett
Blake Hillegas
Amy Lyle
Arielle Kohn, Secretary
Verne Ball, Deputy County Counsel
Christa Shaw, Deputy County Counsel

1:00 PM Call to order and Pledge of Allegiance. .

Minutes Approved: Combined Planning Commission and Board of Zoning Adjustments – October 5, 2017.
Board of Zoning Adjustments – March 15, 2018.
Planning Commission – June 28, 2018.

Correspondence

Board of Zoning Adjustments/Board of Supervisors Actions

Commissioner Announcements/Disclosures

Public Appearances

PLANNING COMMISSION REGULAR CALENDAR

PC Item No.: 1
Time: 1:30 pm
File: ORD18-0005
Applicant: Permit and Resource Management Department (PRMD)
Owner: N/A
Cont. from: N/A
Staff: Blake Hillegas
Env. Doc: This item is a clarification under existing law, and therefore, is not a project subject to CEQA as defined in Section 15378 and it is also exempt under Section 15061(b)(3). No additional CEQA review is required because the relevant permitted sites have already undergone CEQA review.

Sonoma County Planning Commission Actions

Date: July 12, 2018

Page 2

Proposal: Request to change Chapter 26A of the County Code to confirm and clarify that changes to open space maps in 2012 do not retroactively trigger changes in requirements for existing quarry permits and sites.

Location: Open space locations in Sonoma County

APN: All

District: All

General Plan/

SMARO: Section 26A-09-040(d)

Action: Commissioner Tamura motioned to approve the item as recommended by staff. Seconded by Commissioner Fogg and passed with a 5-0-0 vote.

Appeal Deadline: N/A

Resolution No.: 18-009

Vote:

Commissioner: Fogg Aye

Commissioner: Tamura Aye

Commissioner: Shahhosseini Aye

Commissioner: Kelley Aye

Commissioner: Davis Aye

Ayes: 5

Noes: 0

Absent: 0

Abstain: 0

PC Item No.: 2

Time: 2:30 pm

File: PLP16-0011

Applicant: Permit and Resource Management Department (PRMD)

Owner: County of Sonoma

Cont. from: N/A

Staff: Amy Lyle

Env. Doc: Exempt from the California Environmental Quality Act pursuant to Cal. Code Regulations, title 14, §§ 15301 (existing facilities), 15305 (minor alterations in land use limitations) and 15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment).

Proposal: Amend the zoning code to allow hosted rentals, agricultural farmstays and marketing accommodations in the three agricultural zones (LIA, LEA, and DA). Do not amend the General Plan to allow vacation rentals, but allow existing permitted vacation rentals to be recognized and run with the land with a minor use permit.

Location: Countywide

APN: Various

District: All

Zoning: Chapter 26, Article 4 (Land Intensive Agriculture)

Chapter 26, Article 6 (Land Extensive Agriculture)

Chapter 26, Article 8 (Diverse Agriculture)

Chapter 26, Article 88, Section 120 (Vacation Rentals)

Action: Commissioner Shahhosseini motioned to approve the item as recommended by staff with modified standards to Farmstays except for the recommendation related to Marketing Accommodations which was continued to August 30, 2018 for revisions. Seconded by Commissioner Tamura and passed with a 4-0-1 vote.

Appeal Deadline: N/A

Resolution No.: 18-010

Sonoma County Planning Commission Actions

Date: July 12, 2018

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Vote:

Commissioner: Fogg	Absent
Commissioner: Tamura	Aye
Commissioner: Shahhosseini	Aye
Commissioner: Kelley	Aye
Commissioner: Davis	Aye

Ayes:	4
Noes:	0
Absent:	1
Abstain:	0