

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

**TUESDAY**

**MARCH 20, 2018**

**8:30 A.M.**

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

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

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

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

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

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

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

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

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

***APPROVAL OF THE CONSENT CALENDAR***

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

***PUBLIC COMMENT***

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

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

**I. APPROVAL OF THE AGENDA**

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

**II. 8:30 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS**

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

**III. CONSENT CALENDAR**

**COMMUNITY DEVELOPMENT COMMISSION**

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

1. Bolstering Affordable Housing Delivery Efforts:
  - A) Adopt a Resolution adjusting the Community Development Commission's position allocations to reflect the addition of .50 Full-Time Equivalent Senior Office Support Supervisor, 1.0 Full-Time Equivalent Housing Negotiator/Inspector, 2.0 Full-Time Equivalent Administrative Aide Allocations, and convert 2.0 Community Development Associate Time-Limited Allocations to permanent ongoing allocations effective march 27, 2018.
  - B) Adopt a Resolution adjusting the FY 2017-18 Adopted Budget, increasing revenue and expenditure appropriations for the Community Development Commission by \$182,340 to cover the increased costs of the requested positions, financed with state and federal funding, and housing in-lieu fees.  
(4/5th Vote Required)
  
2. Housing Authority Program Updates:
  - A) Approve Resolution of the Sonoma County Housing Authority approving the Sonoma County Public Housing Authority Annual Plan, which includes Chair authority to sign associated documents and submission to the U.S. Department of Housing and Urban Development (HUD)
  - B) Approve updates to the Housing Authority Administrative Plan
  - C) Approve modifications to the Housing Authority Project Based Voucher Program
  - D) Approve Resolution authorizing an increase of \$6,500,000 in current year budget appropriations for Housing Assistance Payments offset by increased revenue from HUD  
(4/5<sup>th</sup> Vote Required)

**SONOMA COUNTY WATER AGENCY**

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

3. North Bay Water Reuse Program Phase 2 Draft Environmental Impact Report / Environmental Impact Statement:
  - A) Authorize release for public review the Draft Environmental Impact Report/Environmental Impact Statement for the North Bay Water Reuse Program Phase 2;
  - B) Establish a 45-day public review period beginning March 21, 2018 and ending May 7, 2018;
  - C) Schedule public hearings to take place between April 23 and April 30, 2018 in Petaluma, Sonoma, American Canyon and San Rafael; and
  - D) Name Water Agency Directors Susan Gorin and David Rabbitt, Water Agency Assistant General Manager Pam Jeane and Principal Engineer Kevin Booker as public hearing officers.
  
4. Quantifying Watershed Response to Wildfires:
  - A) Authorize Water Agency's General Manager to execute an agreement with United States Geological Survey for a collaborative study which measures watershed response to wildfires, through June 30, 2019 in the amount of \$138,582.
  - B) Consistent with other agreements, authorize the General Manager to amend this agreement to lengthen time schedules or make minor modifications to the scope of work that do not increase the amount paid under the agreement, and authorize the General Manager to terminate the agreement.
  - C) Adopt a resolution authorizing adjustments to the Water Agency's Fiscal Year 2017/2018 adopted budget in the amount of \$138,582 for the Quantifying Watershed Response to Wildfires project.  
(4/5<sup>th</sup> Vote Required)
  
5. Administration Services for Santa Rosa Plain Groundwater Sustainability Agency:
  - A) Authorize Water Agency's General Manager or designee to execute an agreement with Santa Rosa Plain Groundwater Sustainability Agency for Water Agency to provide interim administrative services through June 30, 2018, in the amount of \$20,300 to be paid to Water Agency.
  - B) Authorize the Water Agency's General Manager or designee to amend the agreement to increase payment to Water Agency and extend the term provided changes do not substantially change the scope of work.

6. Water Agency Surplus Property Lease Declaration – 5393 Redwood Highway South:
  - A) Adopt a Resolution determining that the 5393 Redwood Highway property is available for lease at the minimum appraised lease rate of one thousand one hundred dollars (\$1,100) per year in the form on file with the Clerk of the Board.
  - B) Authorize the Clerk of the Board to post notice of the adoption of this Resolution in accordance with Section 6061 of the Government Code.
  - C) Authorize and order that (i) the date and location of the bid opening shall be March 26, 2018, 10:00 a.m. at the Sonoma County Water Agency’s Administrative Offices located at 404 Aviation Boulevard, Santa Rosa, CA 95403, (ii) that the General Manager is authorized and directed to act on behalf of the Board of Directors to open sealed bids, receive oral bids and execute a Grazing Lease Agreement in the form on file with the Clerk of the Board with the successful bid, and (iii) that the General Manager may approve annual renewal of lease on a year-to-year basis following the initial five year term of the lease in accordance with the terms of the lease agreement for a period not to exceed an additional five years.
  - D) Authorize the General Manager to file a Notice of Exemption for the leasing of the Property.  
(4/5<sup>th</sup> Vote Required)

### **AGRICULTURE/WEIGHTS AND MEASURES**

7. Transgenic Contamination Prevention Ordinance 2017 Annual Report:  
Receive the Transgenic Contamination Prevention Ordinance 2017 Annual Report

### **ECONOMIC DEVELOPMENT BOARD**

8. Economic Development Board’s Program Staffing:  
Adopt a Resolution to amend the position allocation list of the Economic Development Board to add a 1.0 FTE Department Analyst to provide fiscal operations staffing support effective March 20, 2017. (4/5<sup>th</sup> Vote Required)
9. Creative Sonoma Grant Making Authority:  
Authorize the Economic Development Board Executive Director to execute grant agreements that award funding to individual artists and organizations through programs developed by Creative Sonoma that support creative projects, provide fellowships and stipends for creatives, and other kinds of support for the creative sector, all of which are in the interest of the public, not to exceed \$200,000 annually.

### **BOARD OF SUPERVISORS**

10. Disbursement of Fiscal Year 17/18 Fourth District Community Investment Program (formerly Advertising Program) Funds:  
Approve Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Cloverdale Citrus Fair, \$2,500; Geyserville Community Foundation, \$750; Geyserville Lodging Association, \$800. (Fourth District)

**COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES**

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

**COUNTY ADMINISTRATOR**

12. Fiscal Year 2017-18 Second Quarter Budget Adjustments:  
Adopt a Concurrent Budget Resolution adjusting departmental budgets by \$11.9 million to carry out operations and delivery of services through the end of the current fiscal year, which are consistent with prior board policy direction. Of the total, \$1.7 million is within the General Fund budgets, and \$10.2 million is in Other Funds mainly for capital projects.  
(4/5<sup>th</sup> Vote Required)

**HEALTH SERVICES/ HUMAN SERVICES/ PROBATION/  
DEPARTMENT OF CHILD SUPPORT SERVICES  
AND  
COMMUNITY DEVELOPMENT COMMISSION**

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

13. International Business Machines Corporation Statement of Work and Cloud Services Agreement:  
A) Authorize the Department of Health Services to execute a Statement of Work and Cloud Services Agreement with International Business Machines Corporation to provide software in support of the Rapid Deployment of an integrated data hub and front end user application for the ACCESS Sonoma County pilot initiative, in an amount of \$1,197,082.  
B) Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing revenues, use of fund balance, and expenditures in the Department of Health Services by \$1,197,082 related to the International Business Machines Corporation Statement of Work and Cloud Services Agreement.  
(4/5<sup>th</sup> Vote Required)

**HEALTH SERVICES**

14. Dental Health Program Grant:  
Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing revenues and expenditures in the Department of Health Services by \$228,166 to include California Oral Health Program grant funding from the California Department of Public Health. (4/5 vote required)

15. First 5 Sonoma County Commission Quality Rating and Improvement System Agreements:
  - A) Authorize the Director of Health Services to execute a memorandum of understanding with the Sonoma County Office of Education for the County of Sonoma to receive revenue, which will support First 5 Sonoma County efforts to improve the quality of education provided in early education sites in Sonoma County, in the amount of \$365,066 through September 30, 2018.
  - B) Authorize the Director of Health Services to execute an agreement with Community Child Care Council of Sonoma County for quality rating and improvement system services, which serve to improve the quality of education provided in early education sites in Sonoma County, for the period July 1, 2017 to September 30, 2018 in an amount not-to-exceed \$290,203.
  - C) Adopt a resolution adjusting the fiscal year 2017-2018 final budget by increasing revenues and expenditures in the Department of Health Services by \$275,074 to reflect receipt of Sonoma County Office of Education grant revenue and associated expenditures. (4/5<sup>th</sup> Vote Required)

## **HUMAN RESOURCES/BOARD OF SUPERVISORS**

### **AND**

## **SONOMA COUNTY WATER AGENCY**

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

16. Side Letter to the Memorandum of Understanding Between The County of Sonoma and The International Union of Operating Engineers, Stationary Engineers, Local No. 39:  
Adopt a Concurrent Resolution Approving a Side-Letter of Agreement that Eliminates the Vacation Purchase Plan and Accelerates Vacation Accruals for Employees During the First Four (4) Years of Employment.

## **HUMAN SERVICES**

17. Amendments to Contracts for Services for Foster Youth and Families:  
Authorize the Human Services Director to approve contract amendments that increase funding for existing contracts for fiscal year 2017-2018 with True to Life Children's (TLC) Services (\$32,232 increase to \$1,024,232), Lilliput Family Services (\$15,000 increase to \$625,000), and American Logistics Company (\$30,000 increase to \$125,000) to provide supportive services to youth and families involved in foster care through June 30, 2018.

## **APPOINTMENTS/REAPPOINTMENTS**

18. Approve the Reappointment of Arthur Deicke to the Flood Control Advisory Committee, for a two year term ending April 28, 2019. (Fourth District)
19. Approve the Reappointment of Karen Collins to the Sonoma County Parks and Recreation Advisory Commission effective March 26, 2018 and expiring on March 26, 2020 (First District).
20. Approve the Reappointment of Michael Eunice to the Sonoma County Bicycle and Pedestrian Advisory Committee expiring February 3, 2020 (First District).
21. Approve the Reappointment of Dr. Richard Kirk to the Sonoma County Mental Health Board expiring on January 1, 2021 (First District).

22. Approve the Reappointment of Christopher Woodcock to the Sonoma County Bicycle and Pedestrian Advisory Committee, expiring on February 3, 2020 (First District)
23. Approve the Reappointment of Richard Klein to the Art Advisory Committee of Sonoma County, expiring on January 13, 2021 (First District)
24. Approve the Reappointment of Christopher Terrence Patterson to the Sonoma Commission on Human Rights, expiring on February 3, 2020 (First District)
25. Approve the Reappointment of Jan McFarland to the Sonoma County Agricultural Preservation and Open Space Advisory Committee, expiring on February 22, 2020 (First District)
26. Approve the Reappointment of Mike Sangiacomo to the Sonoma Agricultural Preservation and Open Space Fiscal Oversight Committee, expiring on November 8, 2019 (First District)
27. Approve reappointment of Vincent Hoagland to the Bicycle and Pedestrian Advisory Committee for a two year term, ending on September 22, 2019. (Third District)
28. Approve the appointment of Victoria Fleming to the Commission on the Status of Women, representing the Third District for a term of two years beginning March 20, 2018 and ending on March 20, 2020. (Third District)

## **PRESENTATIONS/GOLD RESOLUTIONS**

### **PRESENTATIONS ON A DIFFERENT DATE**

29. Commission on AIDS – Dr. Marshall Kubota Distinguished Service Awards:  
Adopt eight gold resolutions honoring distinguished service and dedication in improving the quality of life of Sonoma County residents affected by human immunodeficiency virus (HIV) infection. (Department of Health Services)
30. Adopt a Gold Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Congratulating Marcelo Defreitas on the Honor of being selected as the 2018 Sonoma Alcalde. (First District)
31. Adopt a Gold Resolution Recognizing Outdoor Recreation Month, May 2018. (Economic Development Board)

**IV. REGULAR CALENDAR**

**COUNTY ADMINISTRATOR**

32. **9:00 A.M.** - FY 2018-19 Budget Policy Workshop:
- A) Accept General Fund Updated Post-Disaster Fiscal Outlook
  - B) Adopt Resolution increasing Disaster Fund appropriations by \$9.5 million to recognize anticipated Federal Emergency Management Agency (FEMA) disaster response reimbursements to the General Fund and establish additional spending authority to cover pending expenses.
  - C) Approve revisions to the General Fund Reserve Policy, adopt new Public Safety Realignment Innovation Fund policy, and ratify existing Budget and Financial Policies, which will guide the FY 2018-19 Budget development.
  - D) Review the County Administrator’s FY 2018-19 Budget Development Framework.
  - E) Consider Mid-Year Use of Contingencies

**COMMUNITY DEVELOPMENT COMMISSION**

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

33. **10:00 A.M.** - Approval of Developer Selection Recommendation for West College Property:
- A) Board of Commissioners: Authorize the Community Development Commission (Commission) to enter into a Purchase and Sale Agreement for \$4.2 million which will include escrow instructions for 2150 West College (“Property”) with USA Properties Fund, Inc., (USA Properties) under the following terms:
    - i) An initial non-refundable deposit of \$150,000 will be made into escrow at the time of execution of a Purchase and Sale Agreement.
    - ii) An additional non-refundable deposit of \$150,000 will be made into escrow at the completion of a 60- to 90-day due diligence period.
    - iii) Close of Escrow will occur within 10 days following the completion of the entitlement process and expiration of associated appeal periods.
  - B) Board of Supervisors: Approve continued maintenance of the County’s \$4.2 million Treasury note originally used to purchase the West College parcel and direct that all sale proceeds resulting from this agreement be utilized by the Commission to create additional affordable housing units.
- (4/5th Vote Required)(Fifth District)

**V. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

**VI. CLOSED SESSION CALENDAR**

34. The Board of Supervisors will consider the following in closed session: Public Employment Appointment: Title: Interim Health Officer (Government Code Section 54957(b)(1)).



## **VII. REGULAR AFTERNOON CALENDAR**

- 35. **RECONVENE FROM CLOSED SESSION**
- 36. **REPORT ON CLOSED SESSION**

### **REGIONAL PARKS**

- 37. Bay Trail – Sears Point Connector Feasibility Study:  
Request comments from the Board on the Draft Bay Trail – Sears Point Connector Feasibility Study. Approve resolution accepting the findings and recommendations as contained in the Draft Bay Trail – Sears Point Connector Feasibility Study. (First and Second District)

### **PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

- 38. **1:40 P.M.** - Zone Change to add the Vacation Rental Exclusion (X) Combining Zone to 17 parcels; File ZCE16-0013:  
Hold a public hearing and adopt an Ordinance rezoning 17 parcels on Slattery Road to add the Vacation Rental Exclusion (X) Combining Zone. APNs: Various; see attached list. (First District)
- 39. **2:20 P.M.** - Minor Subdivision of lands under a Land Conservation (Williamson) Act Contract creating one parcel and a designated remainder; owned by Ernest Deniz et al; MNS15-0006:  
Adopt a Resolution adopting the Mitigated Negative Declaration and approving the Minor Subdivision with Conditions of Approval for lands subject to a Land Conservation Act Contract for property located at 1925 Lynch Road, Petaluma; APN 137-100-013. (Second District)

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

- 40. 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>)

41. **ADJOURNMENT**

**NOTE:**

**The next Regular held on March 27, 2018, at 8:30 a.m.**

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

**March 27, 2018 – Permit and Resource Management - 8:45 A.M** Appeal Of The Valley Of The Moon Alliance From A Decision Of The Sonoma County Planning Commission Approving A Revised Addendum To The Final Environmental Report, And Approving The Site Plan And Drawings Dated March 23, 2017, As Requested By Tohigh Investments SF LLC For The Sonoma Country Inn, Spa And Restaurant Project Located At 900, 1200, 1202 And 1203 Campagna Lane, Kenwood, APN 051-260-014. PRMD File No. DRH16-0006

**April 3, 2018 – Permit and Resource Management – 9:00 A.M** Lot Line Adjustment and Minor Subdivision reconfiguring one parcel and creating two parcels, and a Land Conservation (Williamson) Act Contract modification for lands under a Land Conservation Act Contract; owned by Krasilsa Pacific Farms LLC and McDonough Winery LLC; PLP16-0010



## 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 Commissions

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Community Development Commission

**Staff Name and Phone Number:**

Margaret Van Vliet, Executive Director  
(707) 565-7504

**Supervisorial District(s):**

All

**Title:** Bolstering Affordable Housing Delivery Efforts

### Recommended Actions:

1. Adopt a Resolution adjusting the Community Development Commission's position allocations to reflect the addition of .50 Full-Time Equivalent Senior Office Support Supervisor, 1.0 Full-Time Equivalent Housing Negotiator/Inspector, 2.0 Full-Time Equivalent Administrative Aide Allocations, and convert 2.0 Community Development Associate Time-Limited Allocations to permanent ongoing allocations effective march 27, 2018.
2. Adopt a Resolution adjusting the FY 2017-18 Adopted Budget, increasing revenue and expenditure appropriations for the Community Development Commission by \$182,340 to cover the increased costs of the requested positions, financed with state and federal funding, and housing in-lieu fees.

### Executive Summary:

The Sonoma County Community Development Commission (CDC) is the lead agency for housing services in the County and has been tasked with an increasingly urgent, proactive and facilitative role increasing the number of available affordable housing units in Sonoma County.

This item requests approval of additional revenue and related expenses for position allocation adjustments to the Community Development Commission FY 2017-18 budget. These positions do not require general fund.

### Discussion:

Housing lies at the heart of Sonoma County's recovery. CDC's mission and programs all center around creating access to housing, whether by financing the construction of new homes, or facilitating the rehabilitation of existing ones; assisting vulnerable people to rent on the private market, or addressing the causes and conditions of homelessness. All of CDC's programs are naturally aligned towards the

recovery agenda and should be thoughtfully leveraged to ensure the communities of Sonoma County thrive, not just recover.

The CDC is proposing to strategically bolster its affordable housing delivery efforts in three program areas with new positions.

**Affordable Housing** to add 1.0 Administrative Aide (job code 0810), effective 3/1/2018.

This division of CDC has both the residual redevelopment projects, and some targeted financing programs for production and preservation of affordable ownership and rental housing. And this is where there is the greatest potential to scale-up service delivery to finance and facilitate more housing production county-wide.

The proposed Administrative Aide will provide assistance and support to the Affordable Housing Manager, the Project Manager, and the three Community Development Specialists working on Development Commission Affordable Housing programs and projects. Current Affordable Housing staff have indicated that they could delegate approximately 10% to 15% of their current workload to the Administrative Aide, giving each member of the team additional capacity to focus on higher level management of program activity, and to augment financial oversight and reporting on affordable housing programs and projects.

An additional portion of the Administrative Aide's time will be spent supporting the Affordable Housing Manager, resulting in more time to address affordable housing programmatic planning, design and issue resolution. This increased level of focus on proactive facilitation of projects will result in an acceleration of affordable housing funding being allocated and distributed; improved oversight of loans and other financial instruments used by the Commission to distribute funds; clearer reporting and messaging to Commission leadership, resulting in a more effective decision-making process on key issues, and freeing up time at the Executive Director level.

**Construction Services** to add 1.0 Administrative Aide (job code 0810), effective 3/1/2018.

The proposed position will provide the support needed to increase underwriting efficiency, reducing wait times for clients and increasing the number of projects completed. The proposed new position will provide greater coverage required to effectively carry out the work of the multiple Construction Service programs (Flood Elevation program, Housing Rehabilitation Loan Program, Commercial Rehabilitation Loan Program, and the CalHome Housing Rehabilitation Programs for the County of Sonoma and the City of Santa Rosa). This position will free construction project staff (Licensed General Contractors) to work on delivering construction projects rather than performing high-level clerical and support work.

**Housing Authority** to add 1.0 Housing Negotiator Inspector (job code 9113), effective 3/1/2018 and increase a half time Senior Office Support Supervisor (job code 0009) to a full time Senior Office Support Supervisor (job code 0009), effective 3/1/2018.

These increases will allow for a targeted Landlord Interface effort. The waiting list for a voucher is years long. And it is common for private landlords to choose not to accept vouchers because of stigma associated to the low-income tenants, and the desire by some not to associate with government programs in the operation of their properties. The problem of landlord participation can be especially

acute in tight rental markets, as it is in Sonoma County. Recruitment and retention of private sector property owners is a significant challenge that these staffing augmentations are intended to address.

The CDC is proposing to convert two Community Development Associate positions from Time Limited positions (ending June 30, 2018) to Regular Full Time positions. These Community Development Associates provide critical, on-going support for Affordable Housing asset management and compliance, coordination of annual federal funding cycle, policy research, public notice and engagement, Successor Agency administration, and Grant management.

**Prior Board Actions:**

February 6, 2018 – Received Housing Recovery Workshop Report  
 June 2017 – Budget workshops  
 April 2017 – Adoption of Strategic Priorities including Housing for All and Safety Net priorities

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

Approval of this item will allow the Sonoma County Community Development Commission to increase the pace at which housing finance programs can be delivered, and improve effectiveness of the voucher program.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses		\$432,908	\$432,908
Additional Appropriation Requested	\$91,170		
<b>Total Expenditures</b>	<b>\$91,170</b>	<b>\$432,908</b>	<b>\$432,908</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	53,470	311,079	311,079
Fees/Other	37,700	121,829	121,829
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$91,170</b>	<b>\$432,908</b>	<b>\$432,908</b>

**Narrative Explanation of Fiscal Impacts:**

The additional staff costs are attributable to three separate program areas each with their own funding sources. The Administrative Aide supporting Construction Services will be funded through the allowable on-going administrative cost portion of Federal and State housing rehabilitation and flood elevation grants. The Administrative Aide supporting Affordable Housing will be funded with Affordable Housing In Lieu fees and the Successor Agency Recognized Obligation Payment Schedule (ROPS) for admin

support of the Roseland Village project. The Housing Negotiator Inspector and the half FTE increase in a Sr. Office Support Supervisor supporting the Housing Authority’s Landlord Interface program will be initially funded by a one-time HUD grant. The Landlord Interface program’s purpose is to increase the number of available rental units. On-going HUD Admin funding will increase as the program increases the number of available rental units. A 5% increase in the rental units accepting Vouchers will cover the Housing Authority program’s new positions requested here.

**Staffing Impacts**

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Administrative Aide	\$4,433 - \$5,390	2.0	
Housing Negotiator/Inspector	\$4,858 - \$5,907	1.0	
Senior Office Support Supervisor	\$4,524 - \$5,500		0.5
Senior Office Support Supervisor	\$4,524 - \$5,500	1.0	
Community Development Associate – Time Limited	\$6,331 - \$7,696		2.0
Community Development Associate – Regular FT	\$6,331 - \$7,696	2.0	

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

Staffing Impacts covered in the primary “Discussion” section of this board item.

**Attachments:**

- Budget Resolution
- Position Resolution

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

None



County of Sonoma  
State of California

Date: March 20, 2018

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

4/5 Vote Required

**Resolution Of The Board of Commissioners, Community Development Commission, Adjusting The FY 2017-18 Adopted Budget, Increasing Revenue and Expenditure Appropriations for the Community Development Commission by \$182,340 to cover the increased costs of the requested positions, financed with state and federal funding, and housing in-lieu fees.**

**Whereas**, the Sonoma County Community Development Commission (CDC) is the lead agency for Housing Services in the County and

**Whereas**, the CDC has been tasked with an increasingly urgent, proactive and facilitative role increasing the number of available affordable housing units in Sonoma County, and

**Whereas**, the CDC is proposing to strategically bolster its affordable housing staff capacity in increase the base and effectiveness which housing can be created and delivered;

**Whereas**, funding for these new positions is available through Federal grants and Local Fee sources;

**Now, Therefore, Be It Resolved** the Commissioners adopt this resolution adjusting the fiscal year 2017-18 budget by increasing revenues and expenditures in the Community Development Commission by \$182,340, as detailed in the attached Exhibit A.

**Supervisors:**

Gorin:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**

Department(s)/ Agency/(ies): COMMUNITY DEVELOPMENT COMMISSION

Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
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**Summary of Requested Adjustments for Board Consideration**

**COMMUNITY DEVELOPMENT COMMISSION - OTHER FUND**

<b>Summary Row</b>	<i>Add 2.0 FTE Administrative Aides, 1.0 FTE Housing Negotiator/Inspector, 0.5 FTE Sr. Office Support Supervisor, and convert 2.0 Community Development Associates from Time-Limited to Regular to the CDCs staffing allocations and corresponding revenue from HUD and FEMA grants and local Affordable Housing In Lieu Fees.</i>	4	182,340	182,340	-	
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<b>Total Requested Adjustments</b>		4	182,340	182,340	0	0
<b>Subtotal of General Fund Changes</b>		0	0	0	0	0
<b>Subtotal of Other Fund Changes</b>		4	182,340	182,340	0	0



Department Name:

COMMUNITY DEVELOPMENT COMMISSION

If this adjustment affects >1 department (i.e. an operational

General Fund									
Fund ID	Section/Subsection ID	Section/Subsection Title	Acct ID	Account Title	Program	SubProgram	Recurring	One-time	Budgeted
Other Funds									
46120	14320300	Flood Elevation	42441	Federal FEMA Disaster Funding			37,700		37,700
46045	14310600	County Fund for Housing	42601	County of Sonoma - (In Lieu Fees)			37,700		37,700
46210	14020300	Voucher Program	42461	Federal Other Funding			15,770		-
<b>Total Other Fund Revenue Adjustment</b>							91,170	-	91,170
46015	14010100	CDC General Admin	58016	Reimb. - Labor			91,170		91,170
<b>Total Other Fund Reimbursement Adjustment*</b>							91,170	-	91,170
<b>Total Other Fund Revenue &amp; Reimbursement Adjustment</b>							182,340	-	182,340
46015	14010100	CDC General Admin	50604	Proposed Budget Adj			91,170		91,170
46120	14320300	Flood Elevation	52172	Personnel Costs			37,700		37,700
46045	14310600	County Fund for Housing	52172	Personnel Costs			37,700		37,700
46210	14020300	Voucher Program	52172	Personnel Costs			15,770		15,770
<b>Total Other Fund Gross Expenditure Adjustment</b>							182,340	-	182,340
<b>Total Other Fund Net Cost Adjustment</b>							-	-	-
<b>Department Total Revenue &amp; Reimbursement Adjustment</b>							182,340	-	182,340
<b>Department Total Gross Expenditure Adjustment</b>							182,340	-	182,340
<b>Department Total Net Cost Adjustment</b>							-	-	-

*\*Treat Reimbursements like a positive revenue. They will also be entered into PeopleSoft commitment control as positive revenues. This is opposite of how they appear in reports, where they appear to be negative expenditures. See example on the "Reimbursement Example" tab.*



County of Sonoma  
State of California

Date: March 20, 2018

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

4/5 Vote Required

**Resolution Of The Board of Commissioners, Community Development Commission, Amending The Department Allocation To Reflect The Addition of 0.50 Full-Time Equivalent Senior Office Support Supervisor, 1.0 Full-Time Equivalent Housing Negotiator/Inspector, And 2.0 Full-Time Equivalent Administrative Aide Allocations, And To Convert 2.0 Full-Time Equivalent Community Development Associate Time-Limited Allocations To Permanent Ongoing Allocations, Effective March 27, 2018.**

*Whereas, the Sonoma County Community Development Commission (CDC) is the lead agency for Housing Services in the County and*

*Whereas, the CDC has been tasked with an increasingly urgent, proactive and facilitative role increasing the number of available affordable housing units in Sonoma County, and*

*Whereas, the CDC is proposing to strategically bolster its affordable housing staff capacity to increase the pace and effectiveness which housing can be created and delivered;*

**Now, Therefore, Be It Resolved** that the Allocation Table of the Community Development Commission is hereby revised as follows:

Section/ Subsection ID	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
14010100	0009	Senior Office Support Supervisor	0.50	0.50	1.0	Ongoing	2601
14010100	9113	Housing Negotiator/ Inspector	0.0	1.00	1.00	Ongoing	2793
14010100	0810	Administrative Aide	0.0	2.0	2.0	Ongoing	2549
14010100	9135	Community Development Associates	6.0	0.0	6.0	Ongoing	3640

Resolution #  
Date: January 24, 2017  
Page 2

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Commissioners

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Community Development Commission

**Staff Name and Phone Number:**

Martha Cheever, Housing Authority Manager  
(707) 565-7521

**Supervisorial District(s):**

All

**Title:** Housing Authority Program Updates

### Recommended Actions:

1. Approve Resolution of the Sonoma County Housing Authority approving the Sonoma County Public Housing Authority Annual Plan, authorize Chair to sign associated documents, and authorize submission to the U.S. Department of Housing and Urban Development (HUD)
2. Approve updates to the Housing Authority Administrative Plan
3. Approve modifications to the Housing Authority Project Based Voucher Program
4. Approve Resolution authorizing an increase of \$6,500,000 in current year budget appropriations for Housing Assistance Payments offset by increased revenue from HUD

### Executive Summary:

The Sonoma County Housing Authority ("SCHA") administers the Housing Choice Voucher Program under contract with the US Department of Housing and Urban Development ("HUD"). This program provides rental assistance to very low-income households enabling them to rent from private landlords at fair market rent rates.

Each year, in accordance with HUD requirements, the SCHA updates its annual Public Housing Authority ("PHA") Plan and its Housing Choice Voucher Administrative Plan. These documents are updated to reflect local housing needs and program goals as well as to include any changes in HUD requirements.

The SCHA is requesting approval to make modifications to its Administrative Plan in order to (a) make 36 Housing Choice Vouchers available for chronically homeless individuals; and (b) allow persons who are in jeopardy of losing other SCHA-administered rental assistance due to loss of funding to transition to the Housing Choice Voucher program. Additionally, the SCHA is requesting approval of its PHA Annual plan to reflect local housing needs which have been exacerbated by the recent fires. This item also requests approval to modify the Project Based Voucher ("PBV") Program to spur production of more affordable rental housing.

The proposed changes will improve service delivery and ensure highest priority populations can access the very scarce rental assistance programs. As such, these modifications align with current efforts to redesign the homeless system of care, and are consistent with efforts of the Santa Rosa Housing Authority.

**Discussion:**

Housing Authority Annual Plan

Section 511 of the Quality Housing and Work Responsibility Act of 1998 requires that all housing authorities prepare a Public Housing Agency (PHA) Plan which includes a 5-Year Plan and an Annual Plan for each interim fiscal year. Your Board approved the current Sonoma County Housing Authority (SCHA) 5-Year Plan on March 17, 2015. The SCHA's Annual Plan provides HUD, program participants, and other interested parties information related the SCHA's mission and strategies for serving the needs of low-income and very low-income families. The strategies included in the FY 17-18 PHA Annual Plan include the issuance of a Request for Proposals for Project Based Vouchers and an increase in payment standards to make rental housing more accessible to participants. As required by HUD, the proposed PHA Annual Plan is consistent with the HUD-required Five-Year Consolidated Plans of the County of Sonoma and the City of Petaluma, the two HUD entitlement jurisdictions in which the SCHA operates the Housing Choice Voucher Program. A public hearing was held before the Community Development Committee on February 27, 2018. This Committee recommended the item be submitted to the Board for formal approval.

Housing Authority Administrative Plan

The Sonoma County Housing Authority uses an Administrative Plan to serve as its local policy and procedure guide. In an effort to align the program with other safety net housing services, a number of changes are proposed:

- A preference has been added for income-eligible households whose rental assistance is being terminated due to insufficient funding or term expiration of other rental assistance programs administered by the Housing Authority, including the Sonoma County Continuum of Care.
- A Super Preference has been added to allow 36 Housing Choice Vouchers per year be made available for families engaged in homeless assistance programs within the County of Sonoma. The vouchers will be issued based on referrals from the Sonoma County Coordinated Entry system.
- Incorporates language to allow program participants whose assisted unit has become uninhabitable by a verified catastrophic disaster to move to a new unit with continued assistance with continued assistance.
- Provides that during times of federal or state declared disasters, the Housing Authority may waive the one year residency requirement for new voucher holders, allowing them to relocate to areas outside the jurisdiction of the SCHA.

Project Based Voucher Program

Staff are seeking authority to modify the Housing Authority's Project Based Voucher Program. On October 13, 2015, the Board approved 141 to be earmarked as Homeless Dedicated Project Based Vouchers. To date, 109 of these Project Based Vouchers (PBV) remain unused. Vouchers that are project-based are a powerful tool for increasing the financial viability of affordable housing

developments, and generally developers are eager to utilize them. But if they can only be used to house people exiting homelessness, and they do not also come with services funding to ensure successful residency, they are much less attractive. So while it is in our interest to continue to incentivize the creation of housing opportunities for people exiting homelessness, that strategy needs to align more directly with other parts of the homeless system of care. Further, feedback from local developers and experience in other communities indicates that serving a mix of formerly homeless and general low-income populations is more viable than concentrating large numbers of formerly homeless individuals. Staff propose to modify the existing PBV program leaving 50 Project Based Vouchers as homeless - dedicated and allowing the remaining 59 to be used by the low-income population otherwise being served by the development. Staff believe this change will increase the usage of these vouchers by developers thereby creating more long-term affordable housing. Allocation of all PBV's will be through a competitive solicitation, and efforts will be made to incentivize projects which are aligned with the homeless system of care and that serve people exiting homelessness.

**Budget Adjustment**

Staff is requesting an adjustment be made to both revenue and expenditure authority for the Housing Choice Voucher Program. Steep increases in rental assistance have occurred since budget development in early 2017 due to the tight rental market which was exacerbated by the wildfires of October, 2017. Because of these rate increases, which are funded entirely by HUD, the program will require an increase in budgeted spending authority of an estimated \$6,500,000 in order to continue issuing Housing Assistance Payments through the end of this fiscal year. This is approximately equivalent to a 25% increase in Housing Assistance Costs over the amount forecasted in early 2017. The full \$6,500,000 increase calculation assumes all current voucher holders are able to secure a lease.

**Prior Board Actions:**

- 04-04-17: Commission approved a resolution approving the fiscal year 2017-2018 Annual Public Housing Authority Plan
- 04-19-16: Commission approved a resolution approving the fiscal year 2016-2017 Annual Public Housing Authority Plan
- 10-13-15: Commission approved amendments to the Public Housing Agency Plan and Housing Choice Voucher Administrative Plan, to increase number of Project Based Vouchers, reserving 141 for homeless-dedicated units.
- 03-17-15: Commission approved Resolution No. 15-0101 approving current Public Housing Authority 5-year Plan and amended the Housing Choice Voucher Administrative Plan.

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

Approval of this item will allow the Sonoma County Housing Authority to continue to provide rental assistance to some of the County's most vulnerable populations. This rental assistance allows low-income households to live in safe and decent housing within the County.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	25,807,979		
Additional Appropriation Requested	6,500,000		
<b>Total Expenditures</b>	<b>32,307,979</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	32,307,979		
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>32,307,979</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>Of the four Recommended Actions in the Board Item, only # 4 has a Fiscal Impact. As described in the “Budget Adjustment” section of the Executive Summary, the Housing Choice Voucher Program has seen steep increases in rental rates county-wide since the FY17-18 Budget was originally developed. These cost increases for current Housing Choice Voucher Holders have created a need to increase the Program’s spending authority for Housing Assistance Payments in the current fiscal year by approximately 25% or \$6,500,000. No local general fund dollars will be required as these costs are covered 100% by the U.S. Department of Housing and Urban Development (HUD).</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolutions			
<b>Related Items “On File” with the Clerk of the Board:</b>			
<ol style="list-style-type: none"> <li>2018-2019 Annual Housing Authority Plan</li> <li>Public Housing Authority Certification of Consistency with Consolidated Plan</li> </ol>			

3. Public Housing Authority Certification of Compliance with the Housing Authority Plan and related Regulation form
4. Draft Revised Housing Authority Administrative Plan





# County of Sonoma

## State of California

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Date: March 20, 2018

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

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4/5 Vote Required

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**Resolution Of The Sonoma County Community Development Commission, In Its Capacity As The Governing Body Of The Sonoma County Housing Authority, Approving The Sonoma County Public Housing Authority 2018-2019 Annual Plan And Authorizing Submission To The U. S. Department Of Housing And Urban Development (HUD).**

**Whereas**, the Sonoma County Housing Authority currently administers a Housing Choice Voucher Program funded by the U. S. Department of Housing and Urban Development (HUD); and

**Whereas**, pursuant to the requirements of Section 511 of the Quality Housing and Work Responsibility Act (QHWRA) of 1998, the Sonoma County Community Development Commission (Commission) must approve a Public Housing Agency Plan for the Sonoma County Housing Authority; and

**Whereas**, a notice was published in the Press Democrat informing the public that the Draft Public Housing Authority Annual Plan was available for public review. The notice included the date that the required public hearing would be held before the Sonoma County Community Development Commission, and stated that written comments would be considered until February 27, 2018; and

**Whereas**, HUD requires that the Annual Public Housing Authority Plan be formally approved by the Board of Commissioners.

**Now, Therefore, Be It Resolved** by the Board of Commissioners that:

1. The Sonoma County Housing Authority Annual Public Housing Authority Plan for fiscal year 2018-2019 is hereby approved.
2. The Chair of the Board of Commissioners is hereby authorized and directed to execute the Public Housing Authority Certifications of Compliance with the Public Housing Authority Plan and Related Regulations form.
3. The Executive Director of the Commission is directed to submit to HUD the Annual

Resolution #

Date:

Page 2

Public Housing Authority Plan.

4. The Executive Director is authorized and directed to submit to HUD a copy of this Resolution as evidence of formal action by the Commission.
5. The Executive Director is hereby authorized and directed to respond to requests for additional information from HUD as may be required to be in compliance with all applicable regulations.

**Be It Further Resolved**, this resolution shall take effect immediately.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: March 20, 2018

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



4/5 Vote Required

**Resolution Of The Sonoma County Community Development Commission, In Its Capacity As The Governing Body Of The Sonoma County Housing Authority, Authorizing an Increase in Budget Appropriations Offset by Increased Revenue.**

**Whereas**, the Sonoma County Housing Authority currently administers a Housing Choice Voucher Program funded by the U. S. Department of Housing and Urban Development (HUD); and

**Whereas**, the Department had estimated total Housing Assistance Payments for the Fiscal Year 2017-18 at \$25,807,979 when budget figures were submitted in early 2017; and

**Whereas**, the Department has seen steep increases in rental rates county wide creating an anticipated Fiscal Year 2017-18 budget short-fall of approximately \$6,500,000;

**Now, Therefore, Be It Resolved** by the Board of Commissioners that:

The Board of Supervisors and the Board of Commissioners adopts this Resolution Adjusting the Fiscal Year 2017-18 Budget by increasing revenues and expenditures in the Community Development Commission by \$6,500,000 to reflect updated total Housing Assistance Payments for the Fiscal Year 2017-18 of \$32,307,979 at a Net Cost of zero.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## EXHIBIT A - BUDGET RESOLUTION

Department(s)/ Agency/(ies): Community Development Commission & Non-Departmental

Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
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**Summary of Requested Adjustments for Board Consideration**

**COMMUNITY DEVELOPMENT COMMISSION - Housing Choice Voucher Fund**

<b>Detail Row 1</b>	[46210] Increase Revenue and Expenditure allocations each by \$6,500,000 to reflect the increase in Rental Rates county-wide.		6,500,000	6,500,000	-	
<b>Detail Row 2</b>					-	
<b>Detail Row 3</b>					-	
<b>Summary Row</b>	[46210] Increase Revenue and Expenditure allocations each by \$6,500,000 to reflect the increase in Rental Rates county-wide.	-	6,500,000	6,500,000	-	

<b>Total Requested Adjustments</b>	<b>0</b>	<b>6,500,000</b>	<b>6,500,000</b>	<b>0</b>	<b>0</b>
<i>Subtotal of General Fund Changes</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Subtotal of Other Fund Changes</i>	<i>0</i>	<i>6,500,000</i>	<i>6,500,000</i>	<i>0</i>	<i>0</i>



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Anne Crealock/547-1948

**Supervisorial District(s):**

**Title:** North Bay Water Reuse Program Phase 2 Draft Environmental Impact Report / Environmental Impact Statement

### **Recommended Actions:**

- a) Authorize release for public review the Draft Environmental Impact Report/Environmental Impact Statement for the North Bay Water Reuse Program Phase 2;
- b) Establish a 45-day public review period beginning March 21, 2018 and ending May 7, 2018;
- c) Schedule public hearings to take place between April 23 and April 30, 2018 in Petaluma, Sonoma, American Canyon and San Rafael; and
- d) Name Water Agency Directors Susan Gorin and David Rabbitt, Water Agency Assistant General Manager Pam Jeane and Principal Engineer Kevin Booker as public hearing officers.

### **Executive Summary:**

The North Bay Water Reuse Authority (Authority) and the Sonoma County Water Agency (Water Agency), acting as both a member of the Authority and its administrative agency, is proposing the North Bay Water Reuse Program Phase 2 (Phase 2 Program) to continue increasing the beneficial use of recycled water in the North San Pablo Bay Region by reusing water that would otherwise be discharged into San Pablo Bay and its tributaries for agricultural, urban, and environmental uses. The proposed Phase 2 Program also continues to build on commitments established under Phase 1 to long-term interagency cooperation and integrated water management to address common needs related to reliable water supplies and enhanced environmental restoration. As implementation of Phase 2 would require external funding assistance, the investigation and development of the Phase 2 Program are being carried out in conformance with federal requirements to provide a mechanism for federal participation and cost-sharing in approved water reuse projects. This item addresses the releasing of the Draft Environmental Impact Report/Environmental Impact Statement (Report/Statement) prepared for the Phase 2 Program for public review and the associated public hearings and hearing officers.

**Discussion:**

The Authority, originally established under a Memorandum of Understanding in August 2005 and last amended in November 2017, is comprised of 11 wastewater and potable water utilities as member agencies – the Las Gallinas Valley Sanitary District, the Novato Sanitary District, the Sonoma Valley County Sanitation District, the Napa Sanitation District, the North Marin Water District, Napa County, Marin County (associate membership), the Marin Municipal Water District, the City of American Canyon (associate membership), the City of Petaluma, and the Water Agency. The Water Agency is also designated as the Authority’s administrative agency.

The Authority oversaw the planning and implementation of the Phase 1 Program. The Final Environmental Impact Report / Environmental Impact Statement for the North San Pablo Bay Restoration and Reuse Project was certified and the project approved on December 8, 2009, by this Board. The Phase 1 document included environmental review for six, multi-phased recycled water projects in the North Bay region, including a pipeline and reservoir at the Sonoma Valley County Sanitation District wastewater treatment plant, distribution to users in Sonoma Valley, and the Napa Sonoma Salt Marsh Recycled Water Pipeline Project, which delivers recycled water to dilute bittern and restore salt ponds in North San Pablo Bay.

As implementation of the Phase 2 Program would likely require external funding assistance, the investigation and development of the Phase 2 Program is being carried out in conformance with the requirements of the U.S. Department of the Interior’s Bureau of Reclamation (Bureau) Public Law 102-575, Title XVI, which provides a mechanism for federal participation and cost-sharing for approved water reuse projects. The proposed federal action is the funding by the Bureau under the Title XVI Program for the implementation of water recycling projects analyzed in the Draft Report/Statement. The Bureau is the National Environmental Policy Act lead agency for this proposed action. The Water Agency is the lead agency under the California Environmental Quality Act (CEQA).

The Phase 2 Program is proposed to promote the expanded beneficial use of recycled water and integrated water management in the north San Pablo Bay region to: improve local, regional, and State water supply reliability; offset demands on potable water supplies; address impaired groundwater basins; enhance local and regional ecosystems; maintain and protect public health and safety; promote sustainable practices; and implement integrated water management in an economically viable manner.

**Proposed Project – North Bay Water Reuse Program Phase 2**

The proposed Phase 2 Program includes project components for six different agencies as follows:

1. Novato Sanitation District proposes expansion of treatment capacity at its Recycled Water Treatment Facility, distribution at the Marin County Lower Novato Creek Project, and an additional turnout to wetlands for restoration.
2. The Sonoma Valley County Sanitation District proposes the Napa Road Pipeline, which would provide recycled water to users along Napa Road between 5<sup>th</sup> Street East and just east of Nicholas Road.
3. Marin Municipal Water District proposes an expansion of the existing recycled water distribution system to San Quentin Prison.

4. Napa Sanitation District proposes increasing the filter capacity and covered storage at its Soscol Water Recycling Facility.
5. The City of Petaluma proposes increasing capacity at the Ellis Creek Water Recycling Facility, expanding the urban recycled water system, and two phases of expansion for the agricultural recycled water distribution system.
6. The City of American Canyon proposes two phases of expansion for the recycled water distribution system and upgrades to its Water Recycling Facility.

Additional projects analyzed at the program-level include: seasonal storage and environmental enhancement through the Novato Sanitation District; expansion of the recycled water system for agricultural users through the City of Petaluma; operational storage through Napa Sanitation District; and potable water aquifer storage and recovery in the Valley of the Moon and Sonoma through the Water Agency.

#### The Draft Environmental Impact Report / Environmental Impact Statement

The Draft Report/Statement evaluates the potential impacts related to implementation of the proposed Phase 2 Program. Areas of analysis include: Geology, Soils, Mineral Resources, and Paleontological Resources; Surface Hydrology; Groundwater Resources; Water Quality; Biological Resources; Land Use and Agricultural Resources; Transportation and Traffic; Air Quality; Greenhouse Gas Emissions; Noise; Hazards and Hazardous Materials; Public Services and Utilities; Cultural Resources and Tribal Cultural Resources; Recreation; Aesthetics; Energy Conservation; Environmental Justice; and Socioeconomics. The Draft Report/Statement also includes an alternatives analysis and an analysis of potential cumulative impacts associated with the project.

Staff recommends that the Board of Directors (Board) authorize the release of the Draft Report/Statement for a 45-day public review period beginning on March 21, 2018, and ending on May 7, 2018. A Notice of Completion would also be filed with the State Clearinghouse per the State California Environmental Quality Act Guidelines and the Water Agency's Board-approved Procedures for the Implementation of CEQA.

Public hearings will be held during the public review period to hear comments on the Draft Report/Statement. Four hearings will be held before public hearing officers named by the Water Agency's Board of Directors. Water Agency staff propose that the Board name Water Agency Directors Gorin and Rabbitt, as well as Water Agency Assistant General Manager Pam Jeane and Principal Engineer Kevin Booker, as hearing officers. These officers may be present at one or more public hearings. Public hearing dates and locations will be listed in the Notice of Availability of the Draft Report/Statement and will take place no earlier than 30 days after the Notice of Completion is mailed in accordance with CEQA and the Water Agency's CEQA Procedures. The recommended public hearing locations are as follows:

April 23, 2018 (Monday)  
6:30 PM – 8:00 PM  
American Canyon City Hall (Council Chambers)  
4381 Broadway, Suite 201, American Canyon

April 26, 2018 (Thursday)  
6:30 PM – 8:00 PM  
Petaluma Community Center, Meeting Room A-D  
320 North McDowell Boulevard, Petaluma

April 25, 2018 (Wednesday)  
6:30 PM – 8:00 PM  
San Rafael Community Center Auditorium  
618 B Street, San Rafael

April 30, 2018 (Monday)  
6:30 PM – 8:00 PM  
Sonoma Community Center, Room 110  
276 East Napa Street, Sonoma

The Notice of Availability will include details regarding the public review period and the date and time of the Public Hearings and will be sent to agencies and individuals on the Phase 2 Program mailing list, published in regional and local newspapers, and posted to the Water Agency and Authority websites. The Draft Report/Statement will be available for review at the Water Agency's administrative office (404 Aviation Boulevard, Santa Rosa), at member agency offices, and at the Petaluma Regional, Sonoma Valley Regional, American Canyon, and Novato libraries. Printed copies of the Draft Report/Statement will be available for purchase at the Water Agency's administrative office and an electronic version will be available free of charge on the Water Agency and Authority websites.

Following completion of the Draft Report/Statement review period, comments will be evaluated and responded to, and a Final Report/Statement prepared for the Board's consideration.

Water Agency staff recommend that the Board authorize release of the Draft Report/Statement on March 21, 2018 for a 45-day public review period, schedule public hearings on the dates and locations specified herein, and name Water Agency Directors Gorin and Rabbitt, and Water Agency staff, Pam Jeane and Kevin Booker, as public hearing officers.

**Prior Board Actions:**

- 3/17/2015 Adopt Resolution authorizing the General Manager of the Water Agency, or his designee, to: a) file a grant application to the Bureau of Reclamation's Title XVI Water Reclamation and Reuse Program; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to implement the grant agreement.
- 11/17/2017 1) Authorize the Chair of the Water Agency and the Chair of the Sonoma Valley County Sanitation District to sign the North Bay Water Reuse Authority Fourth Amended Memorandum of Understanding, adding City of American Canyon as a member and adjusting governance and cost sharing provisions to incorporate changed membership. 2) Authorize Water Agency's General Manager or designee to execute an amended agreement with Brown and Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority increasing the amount by \$321,274, expanding the scope of work to include fiscal year 2017/2018, and extending the agreement term by ten months for a new not-to-exceed agreement total of \$3,319,653 and end date of October 30, 2018. 3) Authorize expenditure of Sonoma Valley County Sanitation District funds for District's portion of costs for the above amended agreement with Brown and



Caldwell. 4) Adopt a resolution of the Sonoma County Water Agency authorizing adjustments to the adopted FY 2017/2018 budget in the amount of \$25,230.58 (4/5 vote required). 5) Adopt a resolution of the Sonoma Valley County Sanitation District authorizing adjustments to the adopted FY 2017/18 budget in the amount of \$25,230.57 (2/3 vote required).

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

Compliance with CEQA and NEPA for the Phase 2 Program allows participating agencies to seek federal funding for included projects through the Bureau’s Title XVI Program, which provides a mechanism for Federal participation and cost-sharing in approved water reuse projects.

**Fiscal Summary**

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

**Funding Sources**

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

**Narrative Explanation of Fiscal Impacts:**

There are no fiscal impacts associated with the requested actions.

**Staffing Impacts**

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

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

N/A

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

rw S:\Agenda\misc\03-20-2018 WA North Bay Water Reuse Program Draft  
EIR-EIS Phase 2\_summ.docm

CF/71-700-2 North Bay Water Reuse Program - Phase 2 (ID 6810)



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Directors, Sonoma County Water Agency  
Board of Directors, Sonoma County Agricultural Preservation and Open Space District  
Board of Supervisors, Sonoma County

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Sonoma County Water Agency; Sonoma County Agricultural Preservation and Open Space District; County of Sonoma

**Staff Name and Phone Number:**

Jay Jasperse 547-1959

**Supervisorial District(s):**

**Title:** Quantifying Watershed Response to Wildfires

### **Recommended Actions:**

- A) Authorize Water Agency's General Manager to execute an agreement with United States Geological Survey for a collaborative study which measures watershed response to wildfires, through June 30, 2019 in the amount of \$138,582.
- B) Consistent with other agreements, authorize the General Manager to amend this agreement to lengthen time schedules or make minor modifications to the scope of work that do not increase the amount paid under the agreement, and authorize the General Manager to terminate the agreement.
- C) Adopt a resolution authorizing adjustments to the Water Agency's Fiscal Year 2017/2018 adopted budget for the General Fund in the amount of \$138,582 for the Quantifying Watershed Response to Wildfires project.

### **Executive Summary:**

The October 2017 firestorms have left hillsides, slopes, and waterways unstable due to a loss of vegetation, altered soil structure and a reduced degree of perviousness of the soil surface layer. These fire-related impacts can increase the rate of storm runoff, erosion and sedimentation, increasing the risk of flooding, landslides and debris flows. Measuring watershed response to fire-damaged landscapes will help public agencies identify hazards and plan ongoing recovery efforts. The Sonoma County Water Agency (Water Agency), in cooperation with the County of Sonoma and Sonoma County Agricultural Preservation and Open Space District (District) are participating in a collaborative study with the United States Geological Survey (USGS), a bureau of the Department of the Interior, through the offices of its Geology, Minerals, Energy, and Geophysics Science Center, Menlo Park, California. The study is titled "Path to Recovery: quantifying watershed response to Northern California Wildfires" (hereinafter referred to as "Study"). The Water Agency, District and County will each contribute \$46,194 to the Study for a total of \$138,582 (District and County will reimburse Water Agency through journal vouchers). USGS is

providing in-kind services and/or resources with an estimated value of \$102,460. The Pepperwood Foundation will also contribute in-kind services for fieldwork conducted on its property.

**Discussion:**

HISTORY OF ITEM/BACKGROUND

One of the USGS' mission areas is Natural Hazards in which USGS works with many partners to monitor, assess, and conduct targeted research on a wide range of natural hazards so that policymakers and the public have the understanding they need to enhance preparedness, response, and resilience. To support this mission, USGS has initiated the Project to develop data on post-wildfire hydrologic response of watersheds specific to Northern California

The USGS conducted hazard modeling as part of the Watershed Emergency Response Team (WERT) led by CalFire in fall 2017. However, the input data for these models was primarily derived from other areas of California and does not represent watershed and soil conditions of Sonoma County. The purpose of the Study is to collect data that better represents local conditions in order to refine the modeling to assess the risk of flooding, landslide and debris flow hazards in burned areas in Sonoma County. USGS will lead the Study under the direction of senior watershed scientists who are highly experienced in assessing impacts of wildfires on watersheds.

Jay Jasperse, Water Agency's Chief Engineer and Director of Groundwater Management, will serve as a Principal Investigator for the Study, in collaboration with the USGS Principal Investigator, and will manage the agreement with the USGS. In addition, Water Agency and Pepperwood staff will be trained by the USGS to assist in conducting field experiments and measurements.

Study results will include graphs and/or tables containing measurements of soil hydrologic properties (such as the soil's ability to absorb, retain, and transmit water) and other related data for selected sites; geomorphic process map(s) showing weathering, erosion, and related information for the Winter-Spring 2018 rainy season; rainfall intensity data/ graphics; and estimates of post-fire soil recovery timescale for selected sites.

SERVICES TO BE PERFORMED/STUDY OBJECTIVES

Under the proposed agreement, USGS will perform tasks related to these Objectives:

- 1) monthly measurements at 30-45 sites within the burned perimeter of the Tubbs Fire to estimate the post-wildfire recovery timescale of soil properties;
- 2) estimation of runoff increase caused by wildfire damage;
- 3) creation of a geomorphic process map for a subset of the Tubbs fire burned perimeter, where field verification can be used together with high resolution topographic and satellite imagery data;
- 4) estimates of rainfall intensity thresholds at a subset of sites determined by Objective 3 and where sufficient rainfall data are available from local rain gauges;
- 5) estimates of post-fire hillslope sediment flux at sites where debris piles can be easily measured, with the goal of establishing hillslope sediment flux measurements.

Water Agency and Pepperwood will assist USGS in collecting tension disc infiltrometer measurements described in Objective 1 (after installation and training by USGS).

The cost of services for the Water Agency, County, and District will not exceed \$138,582. USGS will provide \$102,460 in in-kind services. This agreement covers services rendered from March 1, 2018 to June 30, 2019.

**REQUEST FOR WATER AGENCY GENERAL MANAGER AMENDMENT AUTHORITY**

The Water Agency’s standard template used for professional services agreements includes the following language, “Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel.” Since the subject agreement was prepared by USGS using its form, this language is not included. Therefore, staff recommends that the Water Agency's General Manager be authorized to amend the agreement, if appropriate, in keeping with standard protocol.

**REQUEST FOR WATER AGENCY GENERAL MANAGER TERMINATION AUTHORITY**

The Water Agency’s standard template used for professional services agreements includes the following language, “Water Agency’s right to terminate may be exercised by Sonoma County Water Agency’s General Manager.” Since the subject agreements were prepared by USGS using its form, this language is not included. Therefore, staff requests that the Water Agency's General Manager be authorized to terminate the agreement, if appropriate, in keeping with standard protocol.

**RECOMMENDATIONS-**

Water Agency staff recommends that the Board of Directors:

- A) Authorize Water Agency's General Manager to execute an agreement with USGS for a collaborative study which measures watershed response to wildfires, through June 30, 2019 in the amount of \$138,582.
- B) Consistent with other agreements, authorize the General Manager to amend this agreement to lengthen time schedules or make minor modifications to the scope of work that do not increase the amount paid under the agreement, and authorize the General Manager to terminate the agreement.
- C) Adopt a resolution authorizing adjustments to the Water Agency’s Fiscal Year 2017/2018 adopted budget for the General Fund in the amount of \$138,582 for the Quantifying Watershed Response to Wildfires project. (Water Agency will be reimbursed for 2/3 of this cost (\$92,388) through contributions from County and District.)

**Prior Board Actions:**

None

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

**Water Agency Strategic Plan Alignment**

Our Organization, Goal 3: Continue to improve emergency preparation and response to natural disasters.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested	\$138,582		
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF	\$46,194		
State/Federal			
Fees/Other	\$92,388		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$138,582</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Additional appropriations are required to process this expense. A budgetary resolution has been submitted with this item. \$46,194 will come from the Water Agency General fund; 92,388 will be reimbursed to Water Agency with journal vouchers from District ( from their Services and Supplies budget) and County (from the disaster fund for \$46,194 each.)			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Draft Agreement Resolution			
<b>Related Items “On File” with the Clerk of the Board:</b>			

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Date: March 20, 2018

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

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4/5 Vote Required

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**Resolution Of The Board Of Directors of the Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Sonoma County Water Agency General Fund in the Amount of \$138,582**

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

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

**Whereas**, the Water Agency desires to adjust the Fiscal Year 2017-2018 Adopted Budget for the Sonoma County Water Agency General Fund in the amount of \$138,582 for the United States Geological Survey for a post-fire watershed recovery study ; and

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

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

Resolution #  
Date: March 20, 2018  
Page 2

<b>Fiscal Year 2017-2018 Expenditures</b>		<b>Amount</b>
14015-33010100	General Fund	
51803	Other Contract Services	138,582
<b>Total Expenditures</b>		<b>138,582</b>
<b>Fiscal Year 2017-2018 Funding Sources</b>		
14015-33010100	General Fund	
	Fund Balance	138,582
<b>Total Funding Sources</b>		<b>138,582</b>

**Directors:**

Gorin:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



Agreement# 17WSZT00SCWA140000  
TW 17/18-083

## COLLABORATIVE AGREEMENT

This Collaborative Agreement (“Agreement”) is entered into by and between the U.S. Geological Survey (USGS), a bureau of the Department of the Interior, through the offices of its Geology, Minerals, Energy, and Geophysics Science Center, Menlo Park, CA, hereinafter referred to as the “USGS” and the Sonoma County Water Agency (Water Agency), Santa Rosa, CA, hereinafter referred to as “Collaborator.” USGS and Collaborator are sometimes herein referred to as a “Party” and collectively as the “Parties.” Any inconsistency between the standard terms of Articles 1 through 16 of this Agreement and any attachments to this Agreement shall be resolved by giving precedence to Articles 1 through 16.

Whereas, the USGS is authorized to perform collaborative work and prosecute projects in cooperation with other agencies, Federal, State or private, pursuant to 43 USC §36c; and

Whereas, the USGS is authorized to receive payments in arrears from any State, Territory, Tribe, possession, or political subdivision by 43 USC §50b, and;

Whereas, the USGS has a mission in *Natural Hazards* and has need of post-wildfire soil hydrologic properties and sediment flux data and/or materials on post-wildfire hydrologic response of watersheds to support this mission; and

Whereas, Collaborator has potential hazards from recently burned watersheds and has need of USGS expertise in soil hydrology and geomorphology; and

Whereas, the Project entitled **Path to Recovery: quantifying watershed response to Northern California wildfires** is intended by the Parties to be mutually beneficial and to benefit the people of the United States;

Now, therefore, the Parties hereto agree as follows:

1. **Statement of Work.** See the attached Statement of Work (SOW) (Attachment A), incorporated by reference herein.
2. **Principal Investigator.** The USGS principal investigator (PI) for this Project is **Jonathan Perkins, (650) 329-4828, jperkins@usgs.gov, 345 Middlefield Rd., Menlo Park, CA 94025.** The PI for the Collaborator is **Jay Jasperse, (707) 547-1959, Jay.Jasperse@swca.ca.gov, 404 Aviation Blvd, Santa Rosa, CA 95403.** In the event that a PI is unable to continue in this Project, the sponsoring agency will make every effort to provide a replacement acceptable to the other Party.
3. **Title to Equipment.** There will be no joint property purchased as a result of the collaborative effort outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the SOW.

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4. **Term.** The collaborative effort contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be **March 01, 2018**. The expiration date of this Agreement shall be **June 30, 2019**.

5. **Funding/Resource Share.**

(a) The Collaborator will provide an estimated **\$138,582.00** in funds-in to the Project. The Collaborator is providing in-kind services and or resources with an estimated value of: **\$0**.

(b) If the Collaborator is a non-governmental organization, the USGS requires an advance of **\$0**.

(c) If the Collaborator is a government organization such as a State, Territory, Tribe, possession or political subdivision thereof, the following shall apply: The USGS will submit invoices on a **Quarterly** basis. Invoices not paid within **60 days** from date of bill, will bear Interest, and other fees required by Federal law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

(d) The USGS is providing in-kind services and or resources with an estimated value of: **\$102,460** to the Project.

6. **Amendments/Termination.** This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on thirty (30) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Collaborator. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.

7. **Scientific Information/Data.**

Each Party is free to publish the information and data developed in the performance of the statement of work (SOW) and data management plan (DMP). Before a Party submits the information and data for publication or otherwise intends to publicly release or disclose scientific information and data that is jointly developed, the other Party will be provided thirty (30) days for review of the proposed release or disclosure, prior to submission for publication. The Parties acknowledge that scientific information and data developed using USGS funds as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in [Survey Manual Chapter \(SMC\) 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The USGS is required to provide timely public access to the results of scientific information and data associated with federally funded research that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [SMC 502.7, Fundamental Science Practices: Metadata](#)

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[for USGS Scientific Information Products Including Data and SMC 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release.](#)

**8. (Reserved) (707) 547-1959**

9. **Notices.** Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail to the Parties as follows:

**USGS:**

**Collaborator:**

**Technical:**

**Technical:**

Jonathan P. Perkins  
345 Middlefield Rd  
Menlo Park, CA 94025  
jperkins@usgs.gov  
650.329.4828

Jay Jasperse  
404 Aviation Blvd  
Santa Rosa, CA 95403  
Jay.Jasperse@scwa.ca.gov  
707.547.1959

**Administrative:**

**Administrative:**

Kimberly L. Jenkins  
904 W. Riverside Ave., RM202  
Spokane, WA 99201  
(509) 368-3104/509-368-3199 - Fax  
[kjenkins@usgs.gov](mailto:kjenkins@usgs.gov)  
TIN#530196958  
DUNS#137885435  
BETC: COLL  
Trading Partner#1408

[Jennifer.Willits@scwa.ca.gov](mailto:Jennifer.Willits@scwa.ca.gov)  
707-524-6436

**Financial Contact Information for Collaborator:**

Billing information:  
Sonoma County Water Agency  
Attention: Susan Bookmyer  
404 Aviation Blvd ,  
Santa Rosa, CA 95403  
(707) 521-6216  
(707)-524-3782  
DUNS# 074662503  
TIN # 94-60000539  
<http://www.scwa.ca.gov/>

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**10. Independent Organization.** For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the SOW. While in field locations, a Party's employees must adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party has authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party has authority to use the name of the other in advertising or in other forms of publicity without the written permission of the other.

**11. Governing Law.**

(a) This Agreement is subject to interpretation under State and Federal law. If there is inconsistency between the laws, then Federal law is controlling. Each Party agrees to be responsible for the activities, including the negligence, of their employees. Responsibility of the USGS for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 USC §§ 2671-80. USGS warrants that it is self-insured for the purposes of Worker's Compensation.

(b) The USGS and the Collaborator make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW.

**12. Force Majeure.** Neither Party shall be held liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform must promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

**13. Entire Agreement.** This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. Due to the specialized nature of the collaborative work, this Agreement is non-assignable by both Parties.

**14. Disputes.** The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or his/her designee and the [insert title] of the Collaborator or his/her designee for resolution.

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15. **Miscellaneous Provisions.** Pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341 (a)(1), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess or what it has received for the collaborative work outlined in the SOW.

16. **Survivability.** The following provisions shall survive the termination of this Agreement: 7. Publications/Reports/ Data, and 14. Disputes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

**ACCEPTED AND AGREED**

**The USGS signatory certifies that:**

- **The USGS signatory is consistent with the delegations of authority to sign agreements, SMC 205.13.**
- **The Collaborator is a U.S. owned organization.**
- **The COI form has been coordinated with the Ethics Office, as applicable.**
- **This Collaborative Agreement contains standard terms only or, if it contains non-standard terms, it was sent to OPA for review.**

U.S. GEOLOGICAL SURVEY

COLLABORATOR

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

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

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

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

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

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

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

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

**Attachment A: Statement of Work between USGS and Collaborator****I. Objectives or Specific Aims**

Objectives for this project include: 1) monthly measurements of saturated hydraulic conductivity using a tension disc infiltrometer for 30-45 sites within the burned perimeter of the Tubbs Fire to estimate the post-wildfire recovery timescale of soil hydrologic properties across a geologic and ecologic gradient; 2) estimation of runoff amplification by wildfire through establishment of paired infiltration sites from a subset of sites determined by Objective 1 where unburned saturated hydraulic conductivity in target parent material can be measured; 3) creation of a geomorphic process map for a subset of the Tubbs fire burned perimeter, determined in conjunction with Collaborator interests, where field verification can be used in concert with high resolution topographic and satellite imagery data; 4) estimates of rainfall intensity thresholds for field-verified and remotely mapped geomorphic processes at a subset of sites determined by Objective 3 and where sufficient rainfall data are available from local rain gauges; 5) estimates of post-fire hillslope sediment flux at sites where debris piles can be easily measured, with the goal of establishing hillslope sediment flux measurements across an ecologic gradient.

Results and analysis from Objectives 1-5 will be included in a USGS Open-File Report.

**II. Term and Proposed Project Schedule/Milestones**

*Objective 1.* Establishment of monitoring sites can happen within one month of start date. Measurements will be taken initially by USGS, and thereafter by Collaborator once sufficient training is provided by USGS to Collaborator. After twelve months of measurement, USGS will perform data analysis and soil recovery timescale estimates.

*Objective 2.* Once paired sites including unburned measurement areas are established and initial infiltrometer measurements are made, initial estimates of wildfire amplification of saturated hydraulic conductivity can be made (~1.5 months from start date).

*Objective 3.* Mapping bounds will be established within 1 month of project start date upon agreement between USGS and Collaborator. Remote observations of geomorphic processes from satellite datasets within mapping bounds will be provided within 3 months of start date. Field-verified observations and a completed geodatabase of sites and generalized hillslope and channel erosional processes will be provided within 16 months of start date.

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*Objective 4.* Estimates of rainfall intensity thresholds established from local rain gage data for field-verified map will be delivered to Collaborator upon completion of Objective 3 (16 months from start date).

*Objective 5.* Post-fire sediment flux estimates will be completed within 16 months of start date.

USGS Open-File Report draft submission to internal review will occur within 18 months of project start date.

### **III. Collaborator's Role and Expertise**

Water Agency engages in water resource management for Sonoma County, CA, including flood prevention, water conservation, and environmental resources.

#### **Specific Collaborator Tasks**

Collaborator will assist USGS in collecting tension disc infiltrometer measurements after installation and training by USGS to Collaborator.

### **IV. USGS' Role and Expertise**

#### **Specific USGS Tasks**

USGS will perform Objectives as outlined in Section I.

### **V. Anticipated Outcomes/Expected Results (Joint Outcomes and Results)**

Anticipated outcomes for this project include: 1) graphs and/or tables containing measurements of soil hydrologic properties through time, estimates of post-fire soil hydrologic recovery timescale, and estimates of wildfire amplification of saturated hydraulic conductivity for sites determined by Objectives 1-2; 2) geomorphic process map of area determined by Objective 3 for processes occurring over the Winter-Spring 2018-2019 rainy seasons; 3) graphs and/or tables describing estimates of rainfall intensity thresholds for mapped geomorphic processes as determined by Objectives 3-4; 4) graphs and/or tables describing parameter estimates for post-wildfire hillslope sediment flux as determined by Objective 5.

**Budget and Resources Worksheet:**

<b>Cost Activity Funded by Collaborator</b>	<b>Required Amount</b>
Personnel labor cost for study conduct, analysis and report generation, completed by USGS; funded by Collaborator	\$130,582.00
Materials or supplies to be purchased by USGS; funded by Collaborator	\$8000.00
Projected Total (funds to USGS, from Collaborator)	\$138,582.00

<b>Cost Activity Funded by USGS</b>	<b>Required Amount</b>
Contributed travel, computing, and publication costs	\$9690.00
Contributed salary costs for collaborating USGS personnel	\$92770.00
Projected Total	\$102,460.00

**Estimated Grand Total Project Resources: \$241,042.00**





## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Ann DuBay 524-8378

**Supervisorial District(s):**

**Title:** Administration Services for Santa Rosa Plain Groundwater Sustainability Agency

### Recommended Actions:

- A) Authorize Water Agency's General Manager or designee to execute an agreement with Santa Rosa Plain Groundwater Sustainability Agency for Water Agency to provide interim administrative services through June 30, 2018, in the amount of \$20,300 to be paid to Water Agency.
- B) Authorize the Water Agency's General Manager or designee to amend the agreement to increase payment to Water Agency and extend the term provided changes do not substantially change the scope of work.

### Executive Summary:

The Administrator for the Santa Rosa Plain Groundwater Sustainability Agency will be on leave from February 15 through June 30, 2018. The Santa Rosa Plain Groundwater Sustainability Agency has requested that Sonoma County Water Agency (Water Agency) provide interim administrative services for this period of time. Santa Rosa Plain Groundwater Sustainability Agency will pay Water Agency for these services.

### Discussion:

#### History Of Item/Background

On April 25, 2017, the Sonoma County Board of Supervisors (County) and the Sonoma County Water Agency Board of Directors (Water Agency) authorized joint powers agreements for the formation of three Groundwater Sustainability Agencies (GSAs): Sonoma Valley GSA, Santa Rosa Plain GSA, and Petaluma Valley GSA.

On June 1, 2017, as required by the Sustainable Groundwater Management Act, a public hearing was held, and the formation of Santa Rosa Plain GSA was authorized.

The GSAs are tasked with assessing the conditions in their basins and adopting locally-based groundwater sustainability plans by January 31, 2022.

Initial staffing for the GSAs is through agreements with member entities or third parties. At its April 25, 2017 meeting the Water Agency Board of Directors approved agreements for the Water Agency to provide technical, outreach and grant administration services to the three GSAs. Each GSA has an interim administrator, who serves during the first year or until the groundwater sustainability agencies board appoints a new administrator or manager. In the Santa Rosa Plain, the Gold Ridge Resource Conservation District (District) provides this function.

The District's Executive Director who serves as the Santa Rosa Plain GSA's interim administrator will be on leave from February 15 through June 30, 2018. The Santa Rosa Plain GSA has requested that the Water Agency provide interim administrative services for this period of time. The Santa Rosa Plain GSA will pay the Water Agency for these services.

Services To Be Performed By Water Agency

Under the proposed agreement, the Water Agency will perform tasks related to Santa Rosa Plain GSA Board meetings; advisory committee meetings; and miscellaneous activities including, but not limited to, arranging and participating in public workshops, assisting with grant applications, and providing documents for the website and media advisories. These tasks are in addition to those being performed by Water Agency staff under the existing agreement with the Santa Rosa Plain GSA for technical, outreach and grant administration services.

Recommendations

Water Agency staff recommends that the Board authorize the Water Agency's General Manager or designee to execute an agreement with Santa Rosa Plain GSA for the Water Agency to provide interim administrative services through June 30, 2018, in the amount of \$20,300 to be paid to the Water Agency and authorize the Water Agency's General Manager or designee to amend the agreement to increase payment to Water Agency and extend the term, provided changes do not substantially change the scope of work, in the event Santa Rosa Plain Groundwater Sustainability Agency requires additional services.

**Prior Board Actions:**

04/25/2017: Approved the formation of GSAs and authorized the General Manager of the Sonoma County Water Agency to enter into agreements with each GSA to provide technical, outreach, and grant-writing services.

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

Continued work on groundwater management will benefit the community by increasing water supply reliability, minimizing adverse impacts to groundwater, enhancing local management of groundwater resources, and may lead to future economic opportunities through available state grant funding programs.

Water Agency Strategic Plan Alignment

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$20,300		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$20,300</b>	<b>\$0</b>	<b>\$0</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$20,300	\$0	\$0
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$20,300</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
The Water Agency will serve as a consultant to the Santa Rosa Plain GSA and will bill the GSA for services rendered.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Agreement			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

## **Agreement to Provide Interim Administration Services for Santa Rosa Plain Groundwater Sustainability Agency**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Water Agency”) and **Santa Rosa Plain Groundwater Sustainability Agency**, a Joint Powers Authority (“GSA”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

### **RECITALS**

- A. On January 1, 2015, comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“SGMA”) became effective.
- B. The stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.
- C. SGMA requires the designation of groundwater sustainability agencies for the purpose of achieving groundwater sustainability through the adoption and implementation of groundwater sustainability plans or an alternative plan for medium- and high-priority basins as designated by the California Department of Water Resources.
- D. GSA was created under a Joint Exercise of Powers Agreement (“JPA”) entered into by and among City of Cotati, City of Rohnert Park, City of Santa Rosa, Town of Windsor, Sonoma Resource Conservation District, Gold Ridge Resource Conservation District, Water Agency, and County of Sonoma.
- E. Gold Ridge Resource Conservation District’s (District) Executive Director serves as GSA’s interim administrator.
- F. The District’s Executive Director will be on leave from March 1 through June 30, 2018, and GSA requested that Water Agency provide interim administrative services for this period of time.

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: Insurance Requirements

**3. SCOPE OF SERVICES**

- 3.1. *Water Agency's Specified Services:* Water Agency 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 GSA:* Water Agency shall cooperate with GSA in the performance of all work hereunder. Water Agency shall coordinate the work with GSA's Project Manager. Contact information and mailing addresses:

<b>Water Agency</b>	<b>GSA</b>
Project Manager: Marcus Trotta Phone: 707 547-1978 Email: marcus.trotta@scwa.ca.gov  Grant Manager: Joan Hultberg Phone: 707-547-1902 Email: joan.hultberg@scwa.ca.gov  404 Aviation Boulevard Santa Rosa, CA 95403-9019	Brittany Jensen, GSA Interim Administrator c/o Gold Ridge Resource Conservation District 2776 Sullivan Road Sebastopol, CA 95472 Phone: 707-823-5244 Email: brittany@goldridgercd.org
<b>Remit payments to:</b> Justin Adalio Same address as above or Email: justin.adalio@scwa.ca.gov	<b>Remit invoices to:</b> Same as above.

- 3.3. *Performance Standard and Standard of Care:* Water Agency 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. GSA has relied upon the professional ability and training of Water Agency as a material inducement to enter into this Agreement.
- 3.4. *Assigned Personnel:*
  - a. Water Agency shall assign only competent personnel to perform work hereunder. In the event that at any time GSA, in its sole discretion, desires the removal of any person or persons assigned by Water Agency to perform work hereunder, Water Agency shall remove such person or persons immediately upon receiving written notice from GSA.

- 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 GSA to be key personnel whose services were a material inducement to GSA to enter into this Agreement, and without whose services GSA would not have entered into this Agreement. Water Agency shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of GSA.
- c. In the event that any of Water Agency's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Water Agency's control, Water Agency shall be responsible for timely provision of adequately qualified replacements.

#### **4. PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$20,300.
- 4.2. *Method of Payment:* Water Agency shall be paid in accordance with the following terms: Water Agency shall be paid the current weighted labor rate of \$126.08 per hour for one Community and Government Affairs Manager, including overhead plus actual costs of applicable materials. Rate is subject to change.
- 4.3. *Invoices:* Water Agency shall submit its bills in arrears on a quarterly basis, based on work completed for the period. The bills shall show or include:
  - a. Water Agency name
  - b. Name of Agreement
  - c. GSA's Project-Activity Code 2017-002
  - d. Task performed with an itemized description of services rendered
  - e. Summary of work performed by subconsultants, as described in Paragraph 13.3
  - f. Time in quarter hours devoted to the task
  - g. Hourly rate or rates of the persons performing the task
  - h. List of reimbursable materials and expenses
  - i. Copies of receipts for reimbursable materials and expenses

#### **5. TERM OF AGREEMENT**

- 5.1. The term of this Agreement shall be from February 15, 2018 ("Effective Date") to June 30, 2018, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

**6. TERMINATION**

6.1. Either party may terminate this Agreement by giving ninety (90) calendar days advance written notice to the other party of its intent to terminate this Agreement. Water Agency's right to terminate may be exercised by Water Agency's General Manager.

**7. MUTUAL INDEMNIFICATION**

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

**8. INSURANCE**

8.1. With respect to performance of work under this Agreement, Water Agency shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B (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 Water Agency's performance of this Agreement shall be extended by a number of days equal to the number of days Water Agency 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 GSA personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Water Agency 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 Water

Agency shall be entitled to no compensation whatsoever for the performance of such work. Water Agency 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 GSA.

## **11. REPRESENTATIONS OF WATER AGENCY**

- 11.1. *Status of Water Agency:* The parties intend that Water Agency, 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. Water Agency is not to be considered an agent or employee of GSA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits GSA provides its employees. In the event GSA exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Water Agency expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 11.2. *No Suspension or Debarment:* Water Agency 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. Water Agency 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.
- 11.3. *Taxes:* Water Agency 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. Water Agency agrees to indemnify and hold GSA 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 Water Agency's failure to pay, when due, all such taxes and obligations. In case GSA is audited for compliance regarding any withholding or other applicable taxes, Water Agency agrees to furnish GSA with proof of payment of taxes on these earnings.
- 11.4. *Records Maintenance:* Water Agency 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 GSA for inspection at any reasonable time. Water Agency shall maintain such records for a period of four (4) years following completion of work hereunder.
- 11.5. *Conflict of Interest:* Water Agency 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. Water



Agency 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 GSA, Water Agency shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with GSA 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.

- 11.6. *Nondiscrimination:* Water Agency 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.
- 11.7. *Assignment of Rights:* Water Agency assigns to GSA 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 Water Agency in connection with this Agreement. Water Agency agrees to take such actions as are necessary to protect the rights assigned to GSA in this Agreement, and to refrain from taking any action which would impair those rights. Water Agency'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 GSA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of GSA. Water Agency 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 GSA.
- 11.8. *Ownership of Work Product:* All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Water Agency or Water Agency's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of GSA. Water Agency shall deliver such materials to GSA upon request in their final form and format. Such materials shall be and will remain the property of GSA without restriction or limitation. Document drafts, notes, and emails of Water Agency and Water Agency's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

## **12. DEMAND FOR ASSURANCE**

- 12.1. 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 12 limits GSA's right to terminate this Agreement pursuant to Article 6 (Termination).

### **13. ASSIGNMENT AND DELEGATION**

- 13.1. *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.
- 13.2. *Subcontracts:* Notwithstanding the foregoing, Water Agency may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, Water Agency may enter into subcontracts if subconsultants are approved in writing by GSA.
- 13.3. *Summary of Subconsultants' Work:* Water Agency shall provide GSA with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 14.1. *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.
- 14.2. *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 14.

## **15. MISCELLANEOUS PROVISIONS**

- 15.1. *No Waiver of Breach:* The waiver by GSA 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.
- 15.2. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Water Agency and GSA 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. Water Agency and GSA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 15.3. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 15.4. *No Third-Party Beneficiaries:* Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 15.5. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 15.6. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 15.7. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this



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 17/18-062

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

Approved as to form:

By: \_\_\_\_\_  
Cory O'Donnell, Deputy County Counsel

**Sonoma County Water Agency**

**Santa Rosa Plain Groundwater Sustainability Agency, a Joint Powers Authority**

By: \_\_\_\_\_  
Grant Davis, General Manager  
Authorized per Water Agency's Board of  
Directors Action on March 20, 2018

By: \_\_\_\_\_  
Lynda Hopkins, Chair  
Santa Rosa Plain Groundwater  
Sustainability Agency

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

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

# Exhibit A

## Scope of Work

### 1. TASKS

#### 1.1. Task 1: GSA Board Meeting Activities

- a. In consultation with the Board Chair and Plan Manager, prepare agendas for April 12 and June 14 Board meetings.
- b. Notice meetings in accordance with the Brown Act.
- c. Provide staff support at meetings, including the Interim Administrator report, not including recordation of minutes and preparation of meeting materials.
- d. Maintain list of Directors and Alternate Directors.
- e. Maintain records of required trainings and disclosures.
- f. Review Budget monitored by District staff to provide updates to the Board.
- g. Develop Staffing Plan for FY 18/19 in coordination with Coordination Committee and Board Chair.
- h. Process checks and payments to be sent through the County of Sonoma, assist with audit preparations, and sign audit documents prepared by District.
- i. Solicit and prepare contracts for Board consideration for GSA-related professional services including, but not limited to, meeting facilitator, auditor, and consultants for fee study.
- j. Submit FY 18/19 Budget for Board consideration at June meeting.

#### 1.2. Task 2: Advisory Committee Meeting Activities

- a. Prepare agendas for up to three Advisory Committee meetings
- b. Monitor the contract between GSA and the Center for Collaborative Policy for facilitation services.
- c. Notice meetings in accordance with the Brown Act.
- d. Provide staff services at meetings, not including recordation of minutes and preparation of meeting materials.
- e. In consultation with Advisory Committee Chair, develop written recommendation reports for the Board.
- f. Maintain list of Advisory Committee members, including terms.

#### 1.3. Task 3: Miscellaneous Activities

- a. Provide documents for the Website and media advisories.
- b. Arrange and participate in Public Workshops as needed.
- c. Prepare contract for technical consultants and workplan for Groundwater Sustainability Plan development with GSA Board, Plan Manager, and Counsel.
- d. Assist with grant applications as needed.

- e. Maintain official records of the GSA and respond to Public Records Act requests as needed.
- f. Serve as fiscal agent, including accounts payable and receivable, financial reporting to Board, and assist in providing materials and responding to information request for the audit, which will be conducted by the GSA.
- g. Develop seal and letterhead for GSA as needed.
- h. Coordinate legislative advocacy activities as needed.
- i. Participate in industry training, workshops, and professional associations as needed.
- j. Communicate as needed with Administrators from other Sonoma County basins.

1.4. Task 4: Monthly Progress Reports

- a. Prepare monthly progress reports. Submit one copy to GSA in accordance with the date listed for this deliverable.
- b. Include the following in each monthly progress report:
  - i. A detailed list of work performed
  - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
  - iii. Other information as appropriate or as requested by GSA

<b>Deliverable</b>	<b>Due Date</b>
Monthly Progress Report	Monthly with invoices

## Exhibit B

### Insurance Requirements

Water Agency shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived in writing by GSA.

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.
- b. Commercial General Liability Insurance with 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 Umbrella Liability Insurance.
  1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Water Agency is responsible for any deductible or self-insured retention and shall fund it upon GSA's written request, regardless of whether Water Agency has a claim against the insurance or is named as a party in any action involving GSA.
  2. GSA shall be endorsed as an additional insured for liability arising out of operations by, or on behalf of, the Water Agency in the performance of this Agreement.
  3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  4. The policy shall cover inter-insured suits between the additional insureds and Water Agency and include a "separation of insureds" or "severability" clause which treats each insured separately.
- c. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned, hired, and non-owned autos.
- d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance.
- e. The Certificate of Insurance must include the following reference: Santa Rosa Plain Groundwater Sustainability Agency.
- f. All required Evidence of Insurance shall be submitted to GSA within 3 business days of the Effective Date. Water Agency agrees to maintain current Evidence of Insurance on file with GSA for the entire term of this Agreement.
- g. The name and address for Additional Insured endorsements and Certificates of Insurance is: Gold Ridge Resource Conservation District, Attn: Brittany Jensen, 2776 Sullivan Road, Sebastopol CA, 95472.



- h. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
- i. Water Agency shall provide GSA immediate written notice if any of the required insurance policies are terminated.
- j. Water Agency's indemnity and other obligations shall not be limited by these insurance requirements.



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Kevin Campbell 547-1921

**Supervisorial District(s):**

Second

**Title:** Water Agency Surplus Property Lease Declaration – 5393 Redwood Highway South

### Recommended Actions:

- A) Adopt a Resolution determining that the 5393 Redwood Highway property is available for lease at the minimum appraised lease rate of one thousand one hundred dollars (\$1,100) per year in the form on file with the Clerk of the Board.
- B) Authorize the Clerk of the Board to post notice of the adoption of this Resolution in accordance with Section 6061 of the Government Code.
- C) Authorize and order that (a) the date and location of the bid opening shall be March 26, 2018, 10:00 a.m. at the Sonoma County Water Agency's Administrative Offices located at 404 Aviation Boulevard, Santa Rosa, CA 95403, (b) that the General Manager is authorized and directed to act on behalf of the Board of Directors to open sealed bids, receive oral bids and execute a Grazing Lease Agreement in the form on file with the Clerk of the Board with the successful bid, and (c) that the General Manager may approve annual renewal of lease on a year-to-year basis following the initial five year term of the lease in accordance with the terms of the lease agreement for a period not to exceed an additional five years.
- D) Authorize the General Manager to file a Notice of Exemption for the leasing of the Property.

### Executive Summary:

This item would allow the Sonoma County Water Agency (Water Agency) to lease certain real property located at 5393 Redwood Highway near San Antonio Creek and identified as Assessor's Parcel Number 019-280-012, formerly known as the Sonoma-Marin Drive In (Property), for the current appraised lease value of one thousand one hundred dollars (\$1,100) per year as determined by the staff of the Water Agency. Leasing of the Property will allow for a beneficial use of the Property by the adjoining owner and decrease maintenance costs to the Water Agency. The Property was acquired by the Water Agency in 1989 for construction of the San Antonio Creek Flood Plain Restoration and Wetland Enhancement Project (Project). Portions of the Property not encumbered with wetlands are not currently used by the Water Agency. An adjoining property owner approached Water Agency staff with a request to lease the unused Property for grazing. In accordance with Section 25537 (b) of the Government Code, the Water Agency

may lease the property subject to the Board adopting a Resolution stating its intention to lease the Property.

**Discussion:**

The Property consists of a 16.53-acre site. Approximately one half of the Property was originally improved with a drive-in theater. The drive-in screen, buildings, and related drive-in improvements have been removed from the site. Approximately 5.8-acres of the Property have been identified as either wetlands or seasonal wetlands. 10.719-acres of the Property have been determined to be fallow land unused by the Water Agency. Portions of the property are needed for Flood Plain Enhancement and Wetland Enhancement Purposes. The Water Agency prepared the San Antonio Creek Wetlands Enhancement Plan (Enhancement Plans) to facilitate the Flood Plain Enhancement and Wetland Enhancement Purposes of the property. Although the Water Agency has been unable to obtain funding to construct the Enhancement Plans, the property is ideal for wetlands mitigation. As such, the Water Agency has need to retain ownership of the property and cannot sell the property as surplus; however, the portions of the property not needed for Flood Plain Enhancement and Wetland Enhancement Purposes could, upon adoption of a Resolution by the Board, be used for lease or rental purposes.

The Property is zoned as Land Extensive Agricultural, 60-acre minimum lot size, with scenic resources, riparian corridor, and valley oak habitat combining districts. Due to the 60-acre minimum lot size zoning, the Property cannot be subdivided. Although the Property has limited potential for uses other than for flood control, the zoning does allow for agricultural uses that include grazing. The 60-acre minimum lot size restricts development of the property to the construction of one single family home. Construction of a single family home would however require the Water Agency to sell the property as a surplus property. As previously mentioned, the Water Agency needs to retain ownership of the property for wetland enhancement purposes.

Water Agency staff appraised the value of a grazing lease for the Property. The appraisal established that the annual rental rate for land suitable for sheep or cattle grazing is between \$75 and \$100 per acre of usable land. Given that 10.719-acres of the property are suitable for grazing, the grazing area would have a maximum lease rate of \$1,071.90 per year or \$1,100 rounded. Although the cost of processing the lease is estimated at \$5,000, the processing cost would be recovered over the term of the lease. In addition, the Water Agency receives benefit from the grazing use by reducing the Water Agency's maintenance costs on the Property. Grazing eliminates the need for periodic mowing of the property to reduce fire hazard, and is compatible with the land uses in the area.

Government Code Section 25537 (b) states that leases of a duration not exceeding 10 years and having an estimated monthly rental not exceeding ten thousand dollars, if no ordinance is adopted, may be leased through a bidding procedure determined by the Board provided that notice be provided. Notice shall be given by a onetime posting that includes a description of the property proposed to be leased, the terms of the lease, the location where offers to lease the property will be accepted, the location where the lease will be executed, and any county officer authorized to execute the lease.

This agenda item and resolution will set the date, time, and location to receive sealed bids for a grazing lease of the 5393 Redwood Highway South property, pursuant to Section 9 of the Water Agency's enabling act and Section 25537 (b) of the Government Code. Staff has included a copy of the Water Agency's

standard grazing lease agreement (on file with the Clerk) to establish the terms and conditions for lease of the property to the successful bidder.

The Water Agency's General Manager has determined that the leasing agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities), because the leasing agreement would not involve any expansion of use, impact a scenic or historical resource or degrade the quality of the environment, and would not result in any significant or cumulative adverse effect upon the environment. Water Agency staff has prepared a Notice of Exemption in accordance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA (on file with the Clerk).

**Prior Board Actions:**

None

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

This item supports the county goal of Economic and Environmental Stewardship by leasing land not needed by the Water Agency for economic development by the community.

Flood Protection, Goal 1: Provide efficient and effective flood protection programs.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	5,000		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>5,000</b>		

**Funding Sources**

General Fund/WA GF			
State/Federal			
Fees/Other	5,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>5,000</b>		

**Narrative Explanation of Fiscal Impacts:**

The cost to process the surplus property lease is estimated to be approximately \$5,000. The cost has been budgeted in the Facilities Fund.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution Property Map			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Lease Agreement Notice of Exemption			

pa\\S:\Agenda\ROW\2018\03-20-2018 WA Surplus Property Dec-5393  
Redwood Hwy\_summ.docm

ROW/Sonoma-Marin Drive In Property Lease/Lease Agree with Mandel,  
Larry & Vic, Tanya/15-2.2-4/File ID 6922

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Date: March 20, 2018

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

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4/5 Vote Required

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**Resolution Of The Board Of Directors Of The Sonoma County Water Agency, Declaring Its Intention To Lease Certain Real Property Located At 5393 Redwood Highway South (4/5 Vote Required).**

**Whereas**, the Sonoma County Water Agency (Water Agency) acquired property located at 5393 Redwood Highway South near the Sonoma/Marin County Line, being Sonoma County Assessor's Parcel Number (APN) 019-280-012 (Property), for Flood Plain Enhancement and Wetland Restoration Purposes; and

**Whereas**, the Water Agency has been requested to lease portions of the Property by an adjoining property owner for grazing livestock; and

**Whereas**, the Water Agency appraised the minimum lease value of the portion of the Property suitable such purposes at one thousand one hundred dollars per year (\$1,100 per year); and

**Whereas**, the Water Agency's General Manager has determined that the proposed lease of the property is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities), because the leasing agreement would not involve any expansion of use, impact a scenic or historical resource, or degrade the quality of the environment, and would not result in any significant or cumulative adverse effect upon the environment; and

**Whereas**, the Water Agency has prepared a the Notice of Exemption for the leasing of real property in accordance with CEQA, the State CEQA guidelines, and the District's Procedures for the Implementation of CEQA.

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

1. The above recitals are true and correct; and
2. In accordance with Government Code Title 3, Division 2, Part 2, Chapter 5, Article 8, Section 25537 (b), of the State of California, it is hereby found and determined that certain real property, being portions of Assessor's Parcel Number 019-280-

Resolution #

Date:

Page 2

012 not needed by the Water Agency for Flood Plain Enhancement and Wetland Restoration purposes, have a minimum appraised lease value of one thousand one hundred dollars per year, and are hereby declared available for lease in the form on file with the Clerk of the Board; and

3. The Clerk of the Board is hereby authorized and directed to post notice of the adoption of this Resolution and of the time and place of holding the meeting at which sealed proposals for the lease will be opened in accordance with Government Code Title 1, Division 7, Chapter 1, Article 4, Section 6061, of the State of California; and
4. Upon completion of the required notification requirements and in accordance with Government Code, Section 25537 (b), the Board hereby orders: (a) that the date and location of the bid opening shall be April 2, 2018, 10:00 a.m. at the Sonoma County Water Agency's Administrative Offices located at 404 Aviation Boulevard, Santa Rosa, CA 95403, (b) that the General Manager is hereby authorized and directed to act on behalf of the Board of Directors to open sealed bids, receive oral bids and execute a Grazing Lease Agreement in the form on file with the Clerk of the Board with the successful bid, and (c) that the General Manager may approve annual renewal of lease on a year-to-year following the initial five year term of the lease in accordance with the terms of the lease agreement for a period not to exceed an additional five years; and
5. The General Manager is hereby authorized and directed to file a Notice of Exemption for the leasing of the Property in accordance herewith.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:




Absent:

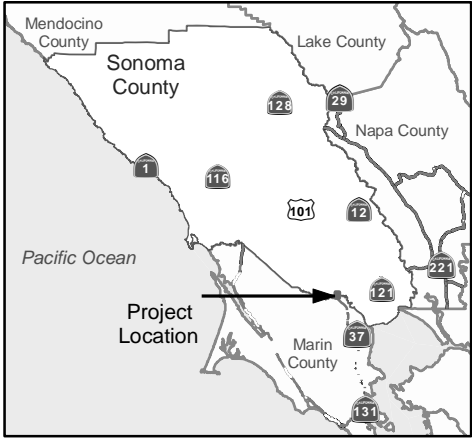
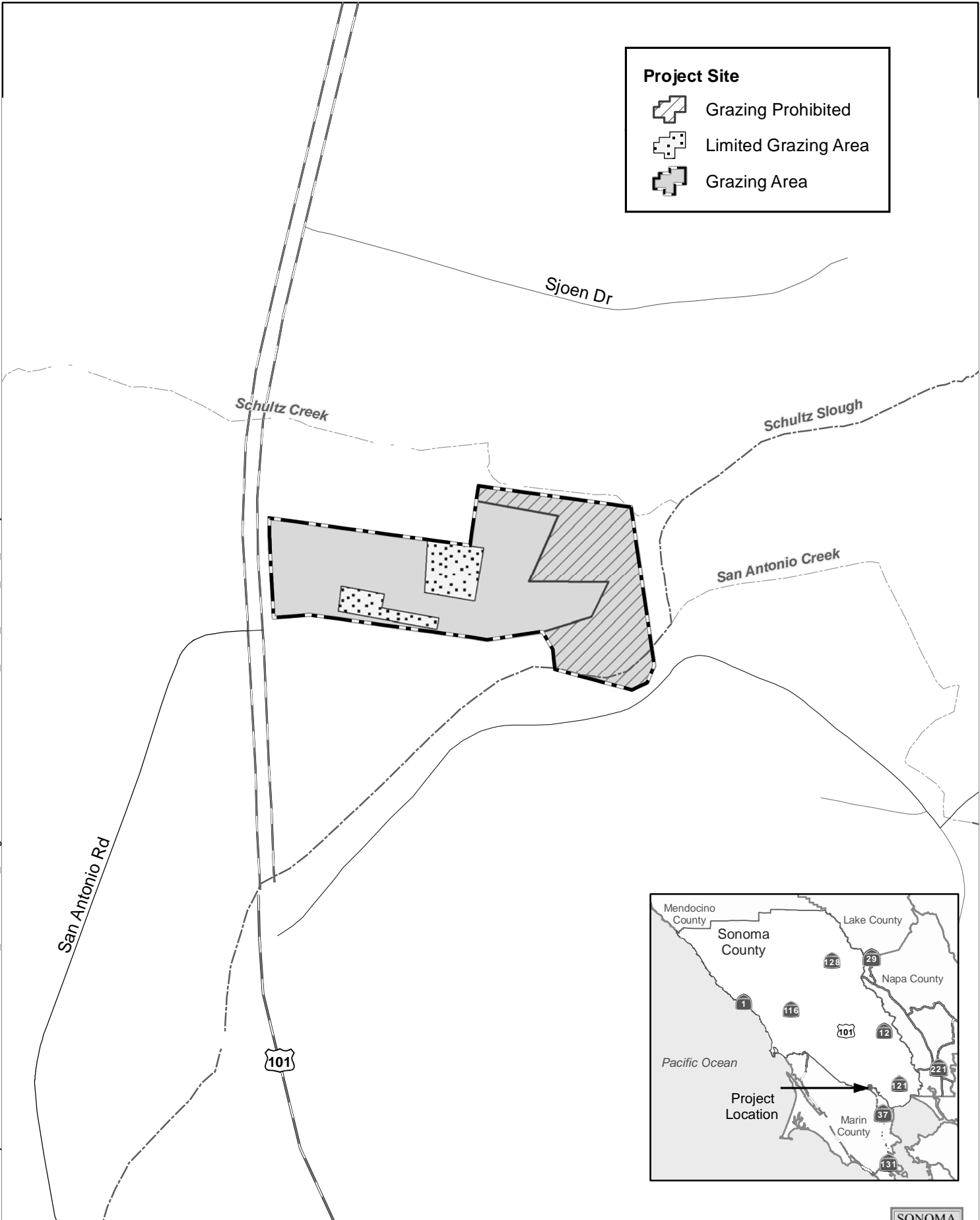
Abstain:

**So Ordered.**

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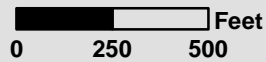
**Project Site**

-  Grazing Prohibited
-  Limited Grazing Area
-  Grazing Area



**Water Agency Surplus  
Property Lease Declaration**  
5393 Redwood Highway South

**DISCLAIMER**  
This map document and associated data are distributed for informational purposes only "AS-IS" at the published scale and provided without warranty of any kind expressed or implied. The positional accuracy of the data is approximate and not intended to represent survey map accuracy. The Sonoma County Water Agency assumes no responsibility arising from use of this information.





**NOTICE OF EXEMPTION**

To: \_\_\_\_\_ Office of Planning & Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

From: SONOMA COUNTY WATER AGENCY  
404 Aviation Boulevard  
Santa Rosa, CA 95403

X  County Clerk  
County of Sonoma  
Santa Rosa, CA 95401

**Project Title:**  Sonoma-Marin Drive-In Leasing Agreement (Project)

**Project Location - Specific:**  The Project site is located at 5393 Redwood Highway. APN No. 019-280-012 in Petaluma, CA (Figure 1).

**Project Location - City:**  Petaluma  **Project Location - County:**  Sonoma

**Description of Nature, Purpose and Beneficiaries of Project:** The Project site was acquired by the Water Agency in 1989 for construction of the San Antonio Creek Flood Plain Restoration and Wetland Enhancement Project. Portions of the property not encumbered with wetlands are not currently used by the Water Agency. An adjoining property owner approached Water Agency staff with a request to lease the unused property for grazing.

The Water Agency’s property consists of a 16.53-acre site. Approximately one half of the property was originally improved with a drive-in theater. The drive-in screen, buildings, and related drive-in improvements have been removed from the site; however, the portion of the site that was used as a drive-in still retains the grading undulations typical of a drive-in theater. The Project area that would be leased is 10.719-acres of the property that which has been determined to be fallow land unused by the Water Agency. Approximately 5.8-acres of the property has been identified as either wetlands or seasonal wetlands. These areas are excluded from the leasing agreement and would be fenced for protection.

**Name of Public Agency Approving Project:**  Sonoma County Water Agency

**Name of Person or Agency Carrying Out Project:**  Sonoma County Water Agency

**Exempt Status:** (Check one)

Ministerial (Sec. 21080(b)(1); 15268)

Declared Emergency (Sec. 21080(b)(3); 15269(a));

Emergency Project (Sec.21080 (b)(4); 15269(b)(c));

Categorical Exemption. State type and section number:

Statutory Exemptions. State Code number:

CEQA Guidelines Sections 15301: Existing Facilities

**Reasons why project is exempt:** Because the leasing agreement would not involve any expansion use, impact a scenic or historical resource, or degrade the quality of the environment, and would not result in any significant or cumulative adverse effect upon the environment.

**Lead Agency Contact Person:**  Connie Barton  **Area Code/Telephone:**  707-547-1905

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Title:**  General Manager

X  Lead Agency  Applicant  
Date Received for filing at OPR:

## GRAZING LEASE AGREEMENT

THIS GRAZING LEASE AGREEMENT (“*Lease*”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the “*Effective Date*”), by and between **SONOMA COUNTY WATER AGENCY**, a body corporate and politic of the State of California, with a mailing address of 404 Aviation Blvd., Santa Rosa, California 95403 (the “*Landlord*”), and **Insert Name** (hereafter collectively referred to as “*Tenant*”). Landlord and Tenant are sometimes referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

### RECITALS

- A. WHEREAS Landlord is the owner of certain real property in the County of Sonoma, State of California, located at commonly known as APN 019-280-012, which is legally described in **Exhibit A** hereto (hereinafter referred to as the “*Premises*”); and
- B. WHEREAS Landlord acquired the real property for the construction, operation, and maintenance of the San Antonio Creek Flood Plain Restoration and Wetland Enhancement Project (hereinafter referred to as the “*Project*”); and
- C. WHEREAS Landlord has determined that portions of the real property are surplus to such Flood Plain and Wetland Enhancement needs, purposes and opportunities; and
- D. WHEREAS livestock grazing is a compatible and beneficial use of such surplus land availability; and
- E. WHEREAS Landlord and Tenant desire to enter into a Lease of the Premises under which the Tenant will make improvements necessary to facilitate livestock grazing, and be permitted to graze livestock on the property in accordance with the terms and conditions agreed to by the Parties herein.

**NOW THEREFORE**, In consideration of the Recitals and of the mutual covenants, terms and conditions set forth below, the Parties agree as follows:

### AGREEMENT

#### **Section 1. Lease.**

(a) Landlord hereby demises and leases to Tenant and Tenant hereby takes, accepts, and leases from Landlord, the Premises for use by Tenant for the purpose of livestock grazing and installing such fencing, improvements and equipment needed to facilitate/support such livestock grazing as may be approved and/or agreed to in writing by Landlord, in advance of such improvements or placement of equipment by Tenant upon the Premises, subject to the terms and conditions set forth herein.

(b) Tenant’s use of Premises shall be limited to the areas designated potentially suitable and available for livestock grazing, and subject to the seasonal limitations indicated in Exhibit B attached hereto. Landlord estimates the area potentially suitable and

available for livestock grazing as shown and designated in Exhibit B hereto, to be up to 10.712 acres in total area.

(c) Landlord covenants and agrees to allow Tenant to use existing roads and thoroughfares as such there be, along, upon, across and through the Premises for Ingress and Egress to and from the grazing areas, to the extent that ingress and egress is needed for, or in connection with, the purposes of this Lease.

**Section 2. Term.**

(a) Unless otherwise terminated as set forth herein, the term of this Lease (the "**Term**") shall commence and become effective upon execution, and shall remain in effect until the fifth (5th) anniversary of the date of the Sonoma County Water Agency's Board of Director's approval and execution of this Lease (hereinafter referred to as the "**Effective Date**").

(b) The Term of this lease may be extended on a year-to-year basis ("**Extension**") upon written request by Tenant and agreement in writing by Landlord to such an Extension. Tenant's written request for extension(s) shall be submitted to Landlord not less than ninety (120) calendar days prior to the expiration of the Term or agreed upon extension thereof. Agreement by Landlord to requested Extension(s) if such there be, shall be provided in writing by the Landlord not less than 90 calendar days prior to expiration of the Term of the Lease or agreed upon extension(s) thereof.

**Section 3. Rent.**

As and for annual rent for the Premises, Tenant agrees as follows:

(a) To pay to Landlord as and for annual rent for the Premises a sum of \$\_\_\_\_\_ per year. The Annual Rent shall be paid to the Landlord prior to Tenant's entry into or use of the Premises under this lease, and annually thereafter, no later than the anniversary date of the Effective Date of this Lease.

(b) Landlord reserves the right to adjust the annual rent for any requested Extension(s) based upon Landlord's assessment of market conditions for similar leases.

**Section 4. Use of Premises by Tenant.**

4.1 Tenant hereby acknowledges, understands and agrees that the use and enjoyment of the premises provided for within this Lease are non-exclusive and subordinate to the Landlords continuing and ongoing obligation to operate the property for the purposes it was acquired.

4.2 Tenant agrees and covenants that Tenant's use of the "Premises" shall be for the purposes of grazing livestock, and the construction/placement of improvement/equipment that is connected specifically provided for under the terms and conditions hereto, and for no other purpose(s).

4.3 Landlord agrees to permit Tenant, its employees, service providers, vendors, and designees to perform and conduct all activities necessary to construct, maintain, operate, repair

and replace the improvements and equipment that are approved for placement or installation by Landlord; and otherwise to do any activities Tenant deems necessary or desirable for the use of the portions of the Premises designated and shown in Exhibit B hereto, for livestock grazing, in accordance with the terms and provisions set forth herein.

4.2 Tenant shall submit to Landlord in writing or by presentation of plans, illustration and/or description of any and all improvements, equipment or materials that Tenant intends to install or place on the Premises in connection with this lease, for Landlords review and approval prior to the improvement, installation or placement of such improvements, equipment or materials on the Premises. Landlord shall have the right reject the placement of improvements, equipment or material's that it reasonably would interfere with Landlord's reserved rights or other terms and conditions of the Lease.

4.3 Tenant agrees and expressly warrants to install and keep in good maintenance, condition, upkeep and repair, any and all fences and gates that are required to adequately and securely contain livestock and or restrict grazing activities on the Premises in connection with the seasonal limitations of the areas available for grazing as designated and shown in Exhibit B.

4.4 Tenant Agrees to construct a gates sufficient to allow for Landlords access to the portion of the Premises designated and shown in the Exhibit B as "Grazing Prohibited" and cross the "Premises" from the entrance to the property from the frontage road, in the locations so designated by Landlord.

4.5 Tenant agrees and expressly warrants to fence separately from the perimeter fencing needed to contain livestock within the areas designated and shown in Exhibit B as area potential potentially suitable and for livestock grazing when required to comply with the seasonal limitations designated and shown on Exhibit B. Landlord agrees to delineate the areas subject to seasonal limitations shown in Exhibit B on the ground, for the purposes of Tenant's placement of fences necessary to comply with the seasonal limitations in Exhibit B.

4.6 For the purposes of this Lease, "Light Grazing" as indicated and shown in Exhibit B shall mean: Grazing by sheep or other livestock with similar impacts (*e.g.* goats, llamas), and during those periods, only when there is not standing water or other conditions where grazing might damage or degrade the quality of the seasonal wetlands that may be present in those areas.

4.7 Grazing of cattle is prohibited within the areas that are designated and shown in Exhibit B as being "Portion(s) of the Premises available for "Light grazing June 15 through October 31" only.

4.8 Tenant agrees and covenants that it will not place more livestock on or permit more livestock to graze, than the Premises can reasonable support without "over grazing".

4.9 Tenant agrees and covenants that livestock allowed to graze on the premises will be contained within or outside of (as the season/conditions may warrant) the applicable portions of the "Premises" at all times so-as to not commit a Nuisance to the neighbors, Landlord, or general public.

4.10 Landlord reserves the right to determine in its sole judgement if the property is being “overgrazed” and to reduce the number of head or to determine the maximum number of head that are allowed to graze the “Premises” if in Landlord’s sole judgement, the “Premises” are being “overgrazed”.

4.11 Vehicle use and access is limited to that which is specifically required for the activities provided for in this lease, and no other. Vehicle use is restricted during times when such vehicle use would cause damage to, degrade or impact the “Premises” for grazing (eg. during periods of ground saturation, or high fire danger etc.).

**Section 5. Duty to Maintain and Repair** Tenant shall have the duty to improve, maintain, repair all fences and any and all other improvements or equipment constructed or placed on the Premises by Tenant and Tenant’s sole cost and expense. If Tenant shall for any reason fail to properly maintain fences or gates, Landlord shall have the right, but not the obligation to make such repairs as it deems necessary. Tenant shall reimburse the Landlords for cost incurred by the landlord to maintain or repair fences or gates, constructed by Tenant on the Premises.

**Section 6. Warranties of Title and Protective Covenants.**

6.1 Interference. During the Term of this Lease, Landlord covenants and agrees that neither it nor Landlord’s Agents (as defined below) will (I) materially interfere with or prohibit the free and complete use and enjoyment by Tenant of the portions of the Premises designated and shown on Exhibit B hereto, as provided for by this Lease; (ii) take any action or permit any condition to exist on, or in the portions of the Premises that will be used for livestock grazing, which will materially interfere with Tenant’s use of the portions of the Premises designated and shown in Exhibit B hereto, for the purposes specified in this Lease; or (iii) take any action which will materially impair Tenant’s access to the portions of the Premises designated and shown in Exhibit B hereto, for the purposes specified in this Lease.

6.2 Quiet Enjoyment. As long as Tenant observes the terms and conditions of this Lease, Landlord warrants that Tenant shall peaceably hold and enjoy the portions of the Premises designated and shown in Exhibit B hereto, and any and all other uses of the Premises facilitated by this Lease for its entire Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord except as expressly provided in this Lease.

6.3 Reservation. Landlord hereby reserves the right to enter and access the Premises, for any and all purposes Landlord deems necessary, desirable or prudent. Notwithstanding anything in Sections 4, 5, or 6 to the contrary, Tenant understands and agrees that the livestock grazing facilitated under this lease will take place upon lands that Landlord has purchased for purposes other than the purposes and uses of this Lease and that Landlord shall have the right, at its sole cost and expense, to install, lay, construct, maintain, repair and operate such improvements necessary or convenient to use in connection therewith, over, in, upon, though, across and along the Premises or any part thereof, as will not materially interfere with Tenant’s uses hereunder and to enter thereupon for any and all such purposes. Landlord also reserves the right to grant franchises, easements, rights-of-way and permits in, over, and upon, along or across any and all

portions of said Premises as Landlord may elect as will not interfere with Tenant's uses of the Premises hereunder and to enter thereupon for any and all such purposes.

In addition, Landlord reserves the right to enter and have access to the Premises in order to make, construct or carry out improvements as will not materially interfere with Tenant's Operations hereunder and to enter thereupon for any and all such purposes, and so long as Landlord restores, at its sole cost and expense, the condition of the Premises and any structures and improvements thereon to their original condition. Landlord agrees that any right set forth in this Section 6.3 that may affect the Tenant's uses of the portions of the Premises designated and shown in Exhibit B, shall not be exercised unless a prior written notice of thirty (30) days is given to Tenant. However, if such right must be exercised by reason of emergency, Landlord will give such notice in writing as is possible under the existing circumstances.

6.4 Warranty of Title to Lands. Landlord hereby warrants with respect to the Premises, that (i) Landlord has good and marketable fee simple title to the Premises, (ii) Landlord, previous to the time of execution of this Lease, has not leased the Premises, or any part thereof, under any lease or other instrument that is currently effective, (iii) the leasehold estate created hereby with respect to the Premises is free from encumbrances done, made, or suffered by Landlord, or any person claiming under Landlord, except for such encumbrances that are of record.

6.5 Observance of Laws and Covenants. Tenant shall use the portion of the Premises designated and shown in Exhibit B hereto, only for the purposes stated herein and shall conduct all of its uses of the Premises and activities connected therewith, in a lawful manner after obtaining all necessary permits and government approvals pursuant to Section 9. Tenant will carry out and implement, at its own expense, any terms and conditions of approval imposed by any government regulatory agency. Tenant will carry out its responsibilities and exercise any privileges Tenant holds under this Lease in a manner which is consistent with all applicable laws, rules, ordinances, orders and regulations of governmental agencies at its own expenses. Landlord shall reasonably cooperate and participate, as needed, with the acquisition of the permits and governmental approvals.

6.6 Condition of Premises. Tenant hereby acknowledges that, except as may be expressly set forth elsewhere in this Lease, neither the Landlord nor anyone acting for or on behalf of the Landlord, has made any representation, warranty or promise to Tenant concerning the physical aspects or condition of any portion or part of the Premises or the Premises or improvements, the feasibility, desirability or convertibility of the Premises or the Premises into any particular use, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Lease Tenant has not relied on any representation, statement or warranty of the Landlord, or anyone acting for or on behalf of the Landlord, and that all matters concerning the Premises shall be independently verified by Tenant, and that Tenant shall lease the Premises on Tenant's own examination thereof, **AND THAT TENANT IS LEASING THE PREMISES IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR.** Tenant does hereby waive, with respect to conditions existing as of the Effective Date of this Lease, whether known or unknown, and the Landlord does hereby disclaim all warranties of any type or kind of description, with respect to conditions existing as of the Effective Date of this Lease, including, without limitation, those of fitness for particular purpose, tenant-ability, habitability and use. Tenant

hereby expressly assumes the risk that adverse physical conditions existing as of the date of this Lease and the full extent thereof, may not be revealed by Tenant's inspections, reviews and studies of the Premises. It is an expressly bargained-for agreement herein that Tenant shall be responsible, at Tenant's sole cost and expense, for causing the improvements constructed by Tenant on the Premises and the Premises to comply in all respects with all applicable federal, state or local laws, rules, ordinances, policies and guidelines, whether presently existing or enacted in the future.

## **Section 7. Taxes.**

The property interest subject to this Lease may be subject to property taxation based on the possessory interest created by this Lease. For so long as the Premises is owned by a public entity whose real property is exempt from taxation, Tenant is fully responsible for and agrees to pay the tax assessed pursuant to the possessory interest created by this Lease. In addition, Tenant is fully responsible for and agrees to pay, all personal property taxes levied on or assessed as a result of this lease or any improvements, equipment or activities connected therewith (including any personal property located on the Premises not included in the Premises, in each case to the full extent of installments falling due during the Term, (collectively "***Taxes***"). Tenant shall make all such payments directly to the assessing authority, at least ten (10) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any, or all, of the above items, in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but shall pay each installment, with any interest, before delinquency. To the extent applicable, Landlord shall pay all real estate taxes and all special assessments which may become due and payable or become a lien on the Premises, other than those payable by Tenant described above.

## **Section 8. Utilities, Maintenance and Expenses.**

### **8.1 Operation; Compliance with Laws and Conditions of Use Permit.**

(a) Throughout the Term, Tenant shall, at Tenant's sole cost and expense, maintain and keep the portions of the Premises designated and shown in Exhibit B hereto, any and all improvements or equipment placed on the Premises by Tenant, in good and orderly condition and repair, and in accordance with (i) all applicable federal, state and local laws, rules, ordinances, orders, regulations and other requirements; (ii) all of the terms and conditions of any use permit or building permit issued by the County of Sonoma Permit and Resource Management Department ("PRMD"); (iii) the requirements of all applicable insurance policies required under this Lease to be carried by Tenant; and (iv) any requests or demands of the Landlord that result from: its expectations for the reasonable upkeep and condition of the portions of the Premises in possession of the Tenant under this Lease, any abatement orders of any regulatory agency or entity, and/or any complaints regarding the condition of the Premises received by the Landlord. Tenant shall promptly and without delay correct any request or demand of the Landlord arising in connection with this section. Tenant understands agrees that Tenant's failure to respond to or address requests or demands of the Landlord in connection with this Section, constitute grounds for Default and Termination as specified herein.

(b) It is the intent of the Parties that Tenant shall be responsible for the repair and restoration of the portion of the Premises designated and shown on Exhibit B hereto, and any part thereof, in the event of any casualty, injury, damage, or destruction to the Premises any part thereof, regardless of when it occurs during the Term. In addition, any casualty, injury, damage, or destruction to the Premises or the Premises or any part thereof caused by Tenant or Tenant's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees (collectively, "**Tenant's Agents**"), shall be promptly repaired by Tenant at Tenant's sole cost and expense, to the satisfaction of Landlord, except to the extent caused by the active negligence or willful misconduct of Landlord, its officers, agents, employees, or representatives. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's uses of the Premises, or any annoyance, arising from any damage to or any destruction of all or any portion of the Premises, except and excluding any damage or any destruction caused by the active negligence or willful misconduct of Landlord, its officers, agents, employees or representatives. Tenant shall not receive any abatement in or reduction of rent as a result of any damage or destruction to the Premises or any loss of use of the Premises as a result thereof; provided, however, Tenant shall be entitled to a proportional abatement and reduction in rent during the entire period of any loss of use and/or enjoyment of the Premises caused by the active negligence or willful misconduct of Landlord, its officers, agents, employees, or representatives.

(c) Notwithstanding anything to the contrary in Section 8.1(a) of this Lease, Tenant shall have no responsibility to comply with any applicable federal, state and local laws, rules, ordinances, orders, regulations and other requirements which arise out of or relate to Landlord's operation of or improvements to the Premises, it being the express intent of the Parties hereto that any compliance with law obligations or reporting requirements triggered by or applicable to improvements within the Premises owned by the Landlord, or any alterations or improvements thereto undertaken by Landlord in accordance with the rights reserved by Landlord under Section 6.3 of this Lease, shall be the sole responsibility, and at the sole cost, of Landlord.

(d) It is the specific, bargained-for intent of the Parties hereto that, except as provided in Section 8.1(b) above, Tenant's maintenance and repair obligations shall be absolute and total, except for any maintenance or repair work necessitated by the active negligence or willful misconduct of Landlord, its agents, employees, or representatives, and that Landlord shall have no obligation or responsibility for such work, and that this provision has been specifically negotiated by the Parties and the rent payable by Tenant reflects this negotiation.

(e) Tenant shall be solely responsible for the design and function of all improvements constructed on the Premises by Tenant. Landlord shall not be responsible for furnishing any utilities or services to the Premises. Tenant shall pay all utility services required for the Tenants intended uses of the Premises.

(f) Tenant will not use or occupy the Premises for any unlawful purpose.

## **Section 9. Permits and Governmental Approvals.**

9.1 Tenant shall be solely responsible for obtaining, at its sole cost and expense, from any governmental agency or any other person or entity any environmental impact review, permit,



entitlement, approval, authorization or other rights necessary or convenient in connection with the construction, use, or operation of the improvements or equipment to be constructed or placed by the Tenant on/in the Premises, and shall solely own such permits and approvals, unless forbidden by permitting authorities.

9.2 Landlord shall reasonably cooperate with Tenant as necessary to obtain any governmental approvals, at no cost or expense to Landlord, provided that Tenant shall reimburse Landlord for its reasonable out-of-pocket expense directly incurred in connection with such cooperation. Nothing in this Section 9, however, shall impair or limit Landlord's discretion with respect to Landlord's own compliance with the California Environmental Quality Act.

9.3 Tenant shall promptly notify Landlord if any governmental entity, permitting agency or regulatory authority should impose conditions or other requirements which materially affect the Landlord's prior approval of the uses, improvements or activities proposed to be undertaken by the Tenant, its agents or contractors. Landlord reserves the right to deny approval for such uses, improvements or activities that Landlord has reasonable grounds for the denial of. In the event of such a denial, Tenant shall have the option of terminating this Lease in accordance with Section 15.1 herein.

#### **Section 10. Construction of Improvements.**

10.1 Prior to submitting plans to the County's Permit Sonoma Department of any required plans or applications needed in connection with any Permit required in connection with Tenant's uses or improvement of the Premises. Tenant shall deliver to Landlord two (2) sets of preliminary construction plans and specifications prepared by an architect or engineer licensed to practice as such in California as such may be required by for approval of applications or permits sought by Tenant for such purposes. Such preliminary construction plans and specifications shall include, where necessary, without limitation, sufficient detail to enable Landlord to make an informed judgment about the design and quality of construction of any improvements that would be placed upon the Premises by Tenant. All improvements shall be constructed within Premises (subject to any setback requirements); provided that required work beyond the exterior property boundaries of the Premises on utilities, access, and landscaping, do not violate this provision. Landlord shall not unreasonably disapprove preliminary plans and specifications. Approval or disapproval shall be promptly communicated to Tenant. Tenant shall not deliver working drawings to any governmental body for a building permit, or design review, until preliminary plans are approved in accordance with this Section 10.1.

10.2 Once County's Building Division of the Permit Sonoma Department has issued a building permit for any improvements, Tenant shall deliver to Landlord two (2) complete sets as approved by the governmental agencies, together with a schedule for construction of the improvements. The final working plans and specifications submitted to the Landlord shall clearly indicate all changes made from the preliminary plans and specifications previously approved. Changes from the preliminary plans shall be considered to be within the scope of the preliminary plans, if they are not substantial or if they are made to comply with suggestions, requests, or requirements of a governmental agency or official, in connection with the application for a permit or approval, and if they do not depart substantially in size, utility, location, or value from the approved preliminary plans. Landlord shall approve or disapprove of such plans within ten (10)

business days of receipt of such final plans and specifications. In the event the Landlord disapproves of the final plans and specifications, such disapproval shall be accompanied by specification of the grounds for disapproval. Landlord shall not disapprove such final plans and specifications if they are within the scope of the approved preliminary plans and specifications as defined above.

10.3 Tenant shall notify Landlord of Tenant's intention to commence a work of improvement at least thirty (30) days before commencement of such work, or delivery of any materials. The notice shall specify the approximate location and nature of the intended improvements. Landlord shall have the right to inspect the Premises in relation to the construction, at all reasonable times. Tenant shall keep the Premises safe and shall take all reasonable measures to prevent harm, or injury, to persons entering on, or near, the construction site.

10.4 The construction contract shall give Landlord the right, but not the obligation, to assume Tenant's obligations and rights under that contract, if Tenant should default. Tenant's contract with the general contractor shall comply with all laws and regulations relating to construction of improvements upon public property, to the extent such laws and regulations are applicable to improvements constructed pursuant to this Lease, including, without limitation, prevailing wage regulations and anti-discrimination laws.

10.5 Tenant shall procure and deliver to Landlord, at Tenant's expense, evidence of compliance with all then applicable codes, ordinances, regulations, and requirements for permits and approvals, including, without limitation, environmental approval, any required zoning or planning approval of the County of Sonoma, grading permit, building permit and any other approvals from governmental agencies or bodies having jurisdiction.

10.6 Tenant shall require all contractors performing work on the Premises to obtain, insurance as described in **Exhibit D**.

## **Section 11. Construction Liens.**

11.1 Tenant shall pay, or caused to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics' Lien Law (commencing with California Civil Code §8400). No such payment shall be construed as rent. Tenant shall not suffer or permit to be enforced against the Premises, or any part of it, any recorded mechanic's, materialman's, contractor's or subcontractor's lien, arising from any work of improvement, however it may arise. However, Tenant may, in good faith, and at Tenant's own expense, contest the validity of any such asserted lien, claim, or demand, provided Tenant has furnished, within ten (10) days of recordation of such a lien, the bond required in Civil Code §8424 (or any comparable statute hereafter enacted for providing a bond freeing the premises from the effect of such a lien claim). Tenant shall defend and indemnify Landlord against all liability and loss of any type, arising out of work performed on the Premises by Tenant, together with reasonable attorney's fees and all costs and expenses incurred by Landlord in negotiating, settling, defending, or otherwise protecting against such claims; provided, however, that Landlord shall not negotiate or settle any such liability or loss of any type without first securing in each instance the specific written consent of Tenant.

11.2 If Tenant does not cause to be recorded the bond described in California Civil Code §8424, or otherwise protect the Premises under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Tenant fails to stay the execution of the judgment by lawful means or to pay the judgment, Landlord shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Tenant shall reimburse Landlord for all sums paid by Landlord under this Section 11.2, together with all Landlord's attorneys' fees and costs, plus interest on those sums, fees and costs.

## **Section 12. Insurance.**

12.1 Duty to Maintain Insurance. Tenant shall obtain insurance as described below from an insurance company or companies with an A.M. Best Rating of B+VIII or better. The required documentation of insurance shall be furnished to Landlord upon the execution of this Lease but prior to Tenant's entry into or use of Premises.

12.1.1 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than Two Million Dollars (\$2,000,000) limit for each occurrence and Two Million Dollars (\$2,000,000) each for the general aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

(1) Sonoma County Water Agency, and its officers and employees shall be named as additional insured for all liability arising out of the on-going and completed operations by or on behalf of the named insured.

(2) "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."

(3) "The insurance provided herein is primary and non-contributory coverage to the Sonoma County Water Agency with respect to any policy of insurance or self-insurance programs maintained by the Agency."

(4) "The insurer waives the right of subrogation against the Sonoma County Water Agency, and against its agents and representatives."

(5) "This policy shall not be canceled or materially changed without first giving the Landlord thirty (30) days' prior written notice by certified mail."

12.1.2 Workers' Compensation Insurance. Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of California. Tenant shall require all subtenants and subcontractors similarly to provide Workers' Compensation Insurance for all of their employees. All policies shall be endorsed with the following specific language: "This policy

shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to Landlord by certified mail.”

12.1.3 Hazard Insurance. Hazard insurance with standard extended coverage, including vandalism and malicious mischief endorsements, covering all of Tenant's property, improvements and alterations in, on or about the Premises to the extent of at least 80% of their full replacement cost, without depreciation. The proceeds from any such policy shall be used by Tenant for the replacement of property or the restoration of Tenant's improvements or alterations. All policies shall be endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Landlord by certified mail.”

12.1.4 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language: “This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Landlord by certified mail.”

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

12.3 Increases in Minimum Policy Limits. Policy limits on insurance policies regarding coverage shall be periodically increased in a commercially reasonable manner reasonably satisfactory to the Landlord.

12.4 Certificate of Insurance. Tenant shall furnish Landlord with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. Before commencement of the Lease, Tenant shall furnish Landlord with certificates of insurance representing all insurance required by this Lease.

12.5 Failure to Maintain Insurance, Proof of Compliance. Tenant shall deliver to Landlord, in the manner required for notices, copies or certificates of all insurance policies required by this Lease, together with evidence satisfactory to Landlord of payment required for procurement and maintenance of the policy, within the following time limits:

12.5.1 Execution of Lease. For insurance required at the commencement of this Lease, upon execution of the Lease by all Parties thereto.

12.5.2 After Execution of Lease. For insurance required at a later date, at least ten (10) days before the requirement takes effect, or as soon thereafter as the requirement, if new, takes effect.

12.5.3 Renewals and Replacements. For any renewal or replacement of a policy already in existence, at least ten (10) days before expiration or other termination of the existing policy.

12.5.4 Failure to Procure and Maintain Insurance. Notwithstanding anything stated to the contrary herein, if Tenant fails or refuses to procure or maintain insurance as required by this Lease, or fails or refuses to furnish Landlord with required proof that the insurance has been procured and is in force and paid for, and either such failure or refusal continues for ten (10) days after written notice to Tenant by Landlord, Landlord shall have the right, at its election and without notice, to procure and maintain such insurance.

**Section 13. Indemnification.**

13.1 Indemnity by Tenant. Tenant shall defend, indemnify and hold Landlord harmless from and against all liability and claims of liability, for damage to property or injury to persons resulting from the actions of Tenant, its agents, contractors, employees, guests, invitees, licensees and permittees (collectively, “*Tenant’s Agents*”) on or about the Premises, including, without limitation, the Premises, and including, but not limited to, the construction and operation of the System, except to the extent that such liability or loss is due to any active negligence or willful misconduct of Landlord or its agents, employees, contractors, guests, invitees, licensees and permittees (collectively, “*Landlord’s Agents*”).

**Section 14. Environmental.**

14.1 Landlord warrants that it has not currently violated and is presently in compliance with all environmental laws, regulations, and ordinances at the federal, state, and local levels pertaining to or otherwise impacting the Premises, including, without limitation, all laws, regulations, and ordinances relating to the management, control, and reporting of pollutants, contaminants, hazardous wastes, solid wastes, hazardous materials, hazardous substances, and petroleum or petroleum-related substances in the environment and within above- and below-ground structures and facilities. Landlord shall not violate, and shall indemnify Tenant for, from and against any claims, costs, damages, fees or penalties arising from a violation (past, present or future) by Landlord or Landlord’s Agents of, any federal, state or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Premises, except to the extent such claims are caused by the negligence or willful misconduct of Tenant or Tenant’s Agents.

14.2 Tenant shall not violate, and shall indemnify Landlord against, any claims, costs, damages, fees or penalties arising from a violation by Tenant or Tenant’s Agents of any federal, state or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence by Tenant or any of Tenant's Agents of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Premises except for any such violation which is imposed by reason of the existence on or under the Premises or the Premises of hazardous substances on the Effective Date of this Lease. This provision shall survive termination of this Lease.

**Section 15. Termination.**

15.1 Termination by Tenant. Subject to Section 17 below, but notwithstanding any other provisions of this Lease, Tenant shall have the right, at any time on ninety (90) days' notice to Landlord, to terminate this Lease and surrender to Landlord all of Tenant's right, title and interest in and to the Premises by (a) executing and delivering to Landlord, or placing on record, a quitclaim deed to Landlord respecting all of the Premises, (b) paying to Landlord on or before the effective date of such termination a sum equal to all rent and other amounts accruing to the time of termination, and (c) removing equipment and materials placed or installed in/on the premises by Tennant, its agents or contractors, and restoring the Premises as provided in Sections 16.1 and 16.2 below. Such removal and restoration costs shall be at Tenant's sole cost and expense.

15.2 Termination by Landlord for Default by Tenant. In the event of a default by Tenant subject to Section 29, then Landlord shall have the option, but not the obligation, to terminate this Lease by delivering written notice to Tenant in accordance with Section 29. If the Landlord exercises its option to terminate this Lease under this section, then Tenant shall remove equipment and materials placed or installed in/on the premises by Tennant, its agents or contractors, all of Tenant's personal property located on the Premises and otherwise comply with Sections 16.1 and 16.2. Such removal and restoration costs shall be at Tenant's sole cost and expense.

**Section 16. Surrender and Restoration; Acquisition by Landlord.**

16.1 Surrender. Upon any termination, surrender, or expiration of this Lease, Tenant shall remove all of the equipment and materials placed or installed in/on the premises by Tennant, its agents or contractors, at Tenant's sole cost and expense, and shall peaceably deliver up to Landlord possession of Premises or any part thereof, and other rights granted by this Lease, and shall execute, at Landlord's request, any and all documents needed to record or evidence such termination with the appropriate governmental agencies.

16.2 Restoration. Upon any termination, surrender, or expiration of this Lease, then within six (6) months of the termination, surrender, or expiration of this Lease, Tenant shall restore the Premises to its original condition as the same existed at the inception of this Lease, and shall repair any damage to the Premises as a result of any removal of Tenant's improvements under this Section. Such restoration and repair shall be at Tenant's sole cost and expense.

**Section 17. Eminent Domain.**

The Parties understand and agree that if the Premises, or a part thereof, are taken in condemnation proceedings or by the exercise of any right of eminent domain, then this Lease may be terminated at the election of Tenant. In such event, neither Party shall have any obligation to the other except that Landlord shall pay to Tenant a prorated refund of unearned prepaid rentals, if any.

**Section 18. Assignment.**

18.1 Assignment. Tenant shall not have the right to assign or sublease its interest in the Premises under this Lease unless the written consent of Landlord is first obtained, which consent shall not be unreasonably withheld, conditioned or delayed. Among other things, Landlord may

withhold its consent to an assignment or sublease if a proposed transferee or assignee of the Lease does not agree to continue use or improve the Premises in a manner that Landlord considers to be appropriate use of Landlord's surplus property availability.

**Section 19. Notices.**

Any notice, request, demand, statement, or consent required or permitted to be given shall be in writing, shall be signed by or on behalf of the party giving notice, and shall be sent by certified or registered mail, return receipt requested, postage prepaid, facsimile, or by a recognized overnight delivery service, to the other party to the respective address given herein below:

Landlord:                   Sonoma County Water Agency  
                                  Attn: General Manager  
                                  404 Aviation Blvd.  
                                  Santa Rosa, CA 95403

Tenant:                    Insert Name  
                                  Mailing Address  
                                  City, State Zip+4

Any such notice given as aforesaid shall be conclusively deemed to have been given and received on the business day next following the day on which such notice was mailed or faxed. Either party may, from time to time, furnish, in writing, to the other party, notice of a change in the address to which notices are to be given hereunder.

**Section 20. Security; Landlord's Access.**

Tenant is solely responsible for implementing at the Premises such security measures as are necessary, in Tenant's opinion, to protect Tenant's Livestock, improvements and equipment placed on the Premises by the Tenant. Such security measures shall be provided at Tenant's sole cost and expense, including, if necessary, warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage or vandalism, destruction, or theft of improvements or injury or damage to persons or property on the Premises. Prior to performing any physical improvements to the Premises relating to security improvements, Tenant shall deliver to Landlord for review and approval two (2) sets of preliminary construction plans and specifications prepared by an architect or engineer licensed to practice as such in California, for approval by the Landlord. All construction shall be performed in the same manner (and all contractors shall be subject to the same requirements) as Tenant's initial construction of the System, as provided Section 10 of this Lease. Landlord shall have no liability for any damage to the System or to Tenant's employees that results in any way from a failure by Tenant to implement adequate security measures. Landlord may obtain access to the Premises for the purpose of inspection of activities thereon at all reasonable times (including under emergency conditions), provided that such access shall not unreasonably interfere with Tenant's System or Operations. Notwithstanding anything to the contrary in the foregoing, if and to the extent Landlord maintains closed and locked gates to the Premises or any other portion of the premises used by Tenant and gates in Tenant's fences where required by the Landlord to facilitate access by the Landlord.

Landlord shall provide Tenant with full access rights to such gates in accordance with Landlord's then existing security protocols.

**Section 21. Entire Agreement.**

This Lease and the Exhibits attached hereto contain the entire understanding and agreement of the Parties hereto and shall not be modified in any manner except by an instrument in writing executed by both Parties. If any part, term, or provision of this Lease is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Lease, and shall not render this Lease unenforceable or invalid as a whole, unless the part determined to be invalid, illegal, or unenforceable is so significant that either Landlord or Tenant would not have entered into this Lease in the absence of such part. Otherwise, the part of this Lease that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this Lease will remain in full force.

**Section 22. Governing Law.**

This Lease shall be governed, construed, and interpreted in accordance with the substantive laws of the State of California, notwithstanding its conflict of laws and principles. Any legal action arising out of or relating to this Lease shall be filed in Sonoma County, California.

**Section 23. Headings.**

The headings contained in this Lease are for reference purposes only and shall not affect the meaning or interpretations of this Lease.

**Section 24. Incorporation by Reference.**

The Recitals and the Exhibits are hereby incorporated by reference and made a part hereof.

**Section 25. Waivers and Amendments.**

This Lease may be amended, superseded, cancelled, renewed, or extended, and its terms or covenants hereof may be waived, only by a written instrument executed by the Parties hereto or in the case of a waiver, by the Party waiving compliance. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of the breach of any term or covenant contained in this Lease or in any other such instrument, whether by conduct or otherwise, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant contained herein.



**Section 26. Binding Effect.**

This Lease shall be binding upon and inure to the benefit of the Parties, or its permitted heirs, successors or assigns.

**Section 27. Further and Additional Documents.**

The Parties agree to execute such other, further and additional documents as may be required to carry into effect the terms and conditions of this Lease.

**Section 28. Attorneys' Fees on Default.**

By their execution of this Lease, the parties agree that if any dispute arises out of or relating in any way to this Lease, or the services or obligations performed hereunder (including but not limited to disputes regarding claims of negligence, breach of contract fraud or any claim based upon a tort or statute), such dispute shall be resolved by submission to binding arbitration in Santa Rosa, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, each party will name one retired judge or justice and the two named persons will select a neutral judge or justice who will act as the sole arbitrator. That binding arbitration will be conducted and resolved pursuant to the JAMS Streamlined Arbitration Rules & Procedures in effect at the time of any such dispute. Any decision of the arbitrator may be confirmed by a court of competent jurisdiction and the ensuing judgment may thereafter be enforced in the same manner as a judgment in a civil action. The ensuing judgment may also be appealed pursuant to California Code of Civil Procedure §1294.2. Each party, by its execution of this Lease agrees that (I) each party may bring a claim against the other party only in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and that any designated arbitrator may not, and is not authorized to, consolidate more than one person's claims and may not otherwise preside over any form of representative or class proceeding, and (ii) it understands and agrees that by submitting any and all disputes to binding arbitration under the terms hereof, it is waiving the right to a trial by jury or to participate in any class action.

If any Party hereto brings any proceedings to enforce any of the terms, covenants or conditions hereof, the prevailing Party shall be entitled to recover from the other Party or Parties thereto reimbursement for all reasonable expenses, costs and attorneys' fees incurred in connection therewith.

**Section 29. Notice and Cure; Defaults; Termination.**

Should either Party become in default under any term or condition of this Lease, the non-defaulting Party shall give written notice by certified mail to defaulting party at the address provided hereinafter, setting forth the nature of each claimed event of default. The defaulting Party shall have thirty (30) days from the receipt of such notice to fully complete a cure of every alleged claimed event of default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within thirty (30) days after such notice is given and thereafter prosecuted with due diligence. Should the defaulting Party not timely cure the event(s) of default, the non-defaulting Party may then pursue any remedy to which it may be entitled under the laws of the State of California, which remedies may include, but not be limited to, termination of the Lease, instituting a suit for damages, including incidental and consequential

damages, occasioned by the breach of this Lease by the defaulting Party. The addresses to serve such notices are set forth in Section 19 above.

**Section 30. Ownership of Improvements.**

Improvements made by Tenant in connection with this lease shall not be deemed to be permanent fixtures (even if permanently affixed to the Premises) and shall be and remain the sole property of Tenant. Landlord hereby waives any statutory or common law lien that it might otherwise have in or to the System and the improvements or any part thereof by virtue of its ownership of the Premises and agrees that, notwithstanding the occurrence of an event of default under the Lease beyond all applicable notice and cure periods, Tenant may remove the improvements, equipment or materials placed on the Premises as provided by the terms of this Lease. Tenant's improvements may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Landlord, with Landlord's fee interest in the Premises.

**Section 31. Force Majeure.**

The Parties' obligations under this Lease (exclusive of payments of rent) shall be suspended and excused, and the Term (except for the expiration date), and any other time periods set forth herein shall continue and be extended for a like period of time, while any Party is hindered or prevented, in whole or in part, from (I) conducting Operations or (ii) complying with any term, covenant, condition or provision of this Lease, by any unforeseeable event or circumstance that prevents a Party from performing its obligations under this Lease, which event or circumstance (I) beyond the reasonable control and occurring without the fault or negligence of the Party, and (ii) by the exercise of due diligence, the Party is unable to overcome or avoid or cause to be avoided; provided, however, that economic hardship, standing alone, shall not constitute an event or circumstance excusing performance or giving rise to a right to suspend performance. Notwithstanding the foregoing, Tenant's obligations under Section 17.2 shall not be suspended or excused by any force majeure event.

**Section 32. No Partnership.**

Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, or any other association between Landlord and Tenant, other than the relationship of lessor and lessee.

**Section 33. Brokerage Commissions.**

Landlord and Tenant each represent that such Party has not incurred, directly or indirectly, any liability on behalf of the other Party for the payment by the other Party of any real estate brokerage commission or finder's fee in connection with this Lease. Landlord and Tenant shall indemnify, defend and hold the other Party harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

**Section 34. No Third Party Beneficiaries.**

Nothing in this Lease will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

**Section 35. Memorandum of Lease Agreement.**

The Parties agree that, upon the request of either Party, they will execute a Memorandum of Lease Agreement in a form substantially similar to that attached as **Exhibit C** (the “*Memorandum*”), and that the executed Memorandum of Lease Agreement will be recorded in the official records of County of Sonoma, State of California. This Lease will not be recorded in official records of County of Sonoma, State of California. This Lease will not be placed of record. Upon the expiration or termination of this Lease, the Parties agree to execute a release sufficient for recording in the public record in order to confirm that this Lease is released and is no longer a covenant running with the land. The release will be in a form reasonably acceptable to the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed on the day and year first above written.

**LANDLORD:**

**SONOMA COUNTY WATER AGENCY**

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Grant Davis, General Manager

**TENANT:**

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Insert Name

By Resolution No. \_\_\_\_\_ of the Board of Directors of the Sonoma County Water Agency, the General Manager is authorized to sign this Agreement.

APPROVED AS TO FORM  
FOR LANDLORD:

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Deputy County Counsel

**EXHIBIT "A"**  
Legal Description

"Premises"

All that real property situated in an unincorporated are of the County of Sonoma, State of California described as follows:

Real property granted to the Sonoma County Water Agency and described by that certain Grant Deed recorded March 16, 1989 as document 1989-022969 Official Records of Sonoma County California, said real property being more particularly described in that certain Grant Deed recorded January 10, 1983 as Document 1983-001462 (said Grant Deed being hereafter referred to as Doc. 1983-001462), **excepting therefrom**, that portion of said real property, granted to the State of California and described by that certain Grant Deed recorded November 23, 1994 as document 1994-0130675 (said Grant Deed being hereafter referred to as Doc. 1994-0130675), resulting in a parcel of land (presently assessed by the County of Sonoma as Assessor's Parcel Number 019-280-012) which is more particularly described as follows:

BEGINNING at a point on the easterly line of the State Highway between Petaluma and San Rafael at the corner common to the lands of Magliulo described in Book 2061, page 565, Official Records of Sonoma County and the lands of Ina M. Barnes Austin described in Book 299 of Maps, page 16 (which for the purposes of this legal description, was taken to be lands granted to Ina M. Barnes and described in that certain Indenture (Deed) recorded May 21, 1931 in Book 299 of Official Records, beginning at page 16, Sonoma County Records); thence North 04°22'30" West along the easterly line of said Highway (Doc. 1983-001462 incorrectly cites the bearing of the easterly line of said highway as North 04°22'30" East) 245.90 feet to a point from which Engineer's Station centerline 1053+85.66 E.C. of said Highway bears South 85°37'30" West (Doc. 1983-001462 incorrectly cites the bearing of the Engineer's Station centerline 1053+85.66 E.C. from said point as North 85°37'30" West) 81.00 feet; thence along a curve to the right with a radius of 2950.00 feet for a distance of 147.07 feet to a one-half inch (1/2") iron pin; thence leaving the easterly line of said Highway, South 83°30' East 800.00 feet to a one-half inch (1/2") iron pin; thence North 6°30' East 238.00 feet to a one-half inch (1/2") iron pin; thence South 83°30' East 607.70 feet to a one-half inch (1/2") iron pin se on the easterly line of the said lands of Austin; thence South 9°45' East along the said easterly line of Austin 510.00 feet to a one-half inch (1/2") iron pin; thence continuing South 9°45' East 120.65 feet to a point in the center of San Antonio Creek; thence following the centerline of said creek South 21°00' West 75.61 feet; thence South 64°45' West 66.00 feet; thence North 76°30' West 313.62 feet, more or less to the intersection of the center of San Antonio Creek with the eastern boundary of the real property described in said Grant Deed Doc. 1994-0130675; thence leaving said centerline, along the eastern and northern boundaries of said real property as described in said Grant Deed Doc. 1994-0130675 the following six courses:

1. North 07°15'00" West 80.00 feet;
2. thence North 31°43'49" West 81.16 feet;

Cont'd:


3. thence South 80°03'54" West 221.36 feet to a line parallel with and distant 30.00 feet, measured at right angles, northerly of the course in southern boundary of the said real property described in said Grant Deed Doc. 1994-0130675 having a length of 291.06 feet;
4. thence along said parallel line North 81°30'00" West, 60.00 feet to a line parallel with and distant 30.00 feet, measured at right angles, northerly of the course in the said southern boundary of the said real property described in said Grant Deed Doc. 1994-0130675 having a length of 785.40 feet;
5. thence along said parallel line, North 83°30'00" West 645.92 feet;
6. thence departing from said parallel line, South 84°24'19" West, 143.18 feet to the point of beginning.

Together with such rights of ingress, and egress granted to the Sonoma County Water by that Easement Grant Deed recorded April 4, 1994 as Document 1994-0043988, Official Records of Sonoma County and such right of access reserved by the Sonoma County Water Agency by said Grant Deed Doc. 1994-0130675, **to the extent** that such rights are included within, but do not over-burden the rights granted to or reserved by the Water Agency therein.

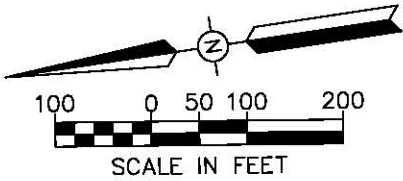
The Basis of Bearings of the hereinabove described real property is the centerline of the State Highway as cited in said Grant Deed Doc. 1983-001462.

This Legal Description and its accompanying Plat are based upon a compilation of the recorded documents and other reference instruments cited herein, and was prepared by me in December 2017. No survey(s) has/have been undertaken by me or under my direction, to determine consistency or locations of the courses called for by the recorded instruments cited with that which would be measured/retraced/determined/disclosed/mapped and/or monumented by a survey of the property.

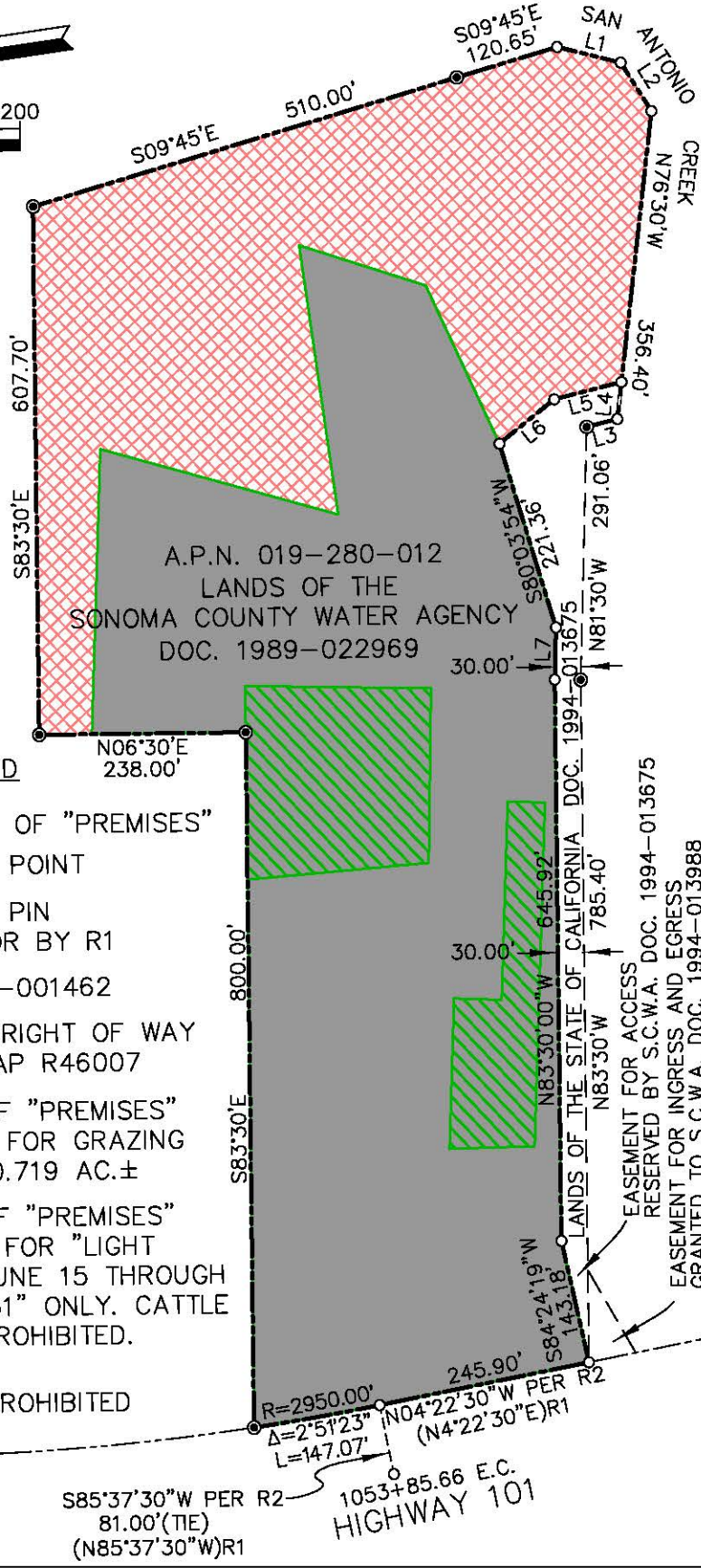


  
\_\_\_\_\_  
John R. Monaghan, PLS 6122  
License Expires 03/31/2018

12-22-17  
Date



- L1 S21°00'W  
75.61'
- L2 S64°45'W  
66.00'
- L3 N07°15'W  
36.60'
- L4 S76°30'00"E  
42.78'
- L5 N07°15'00"W  
80.00'
- L6 N31°43'49"W  
81.16'
- L7 N81°30'00"W  
60.00'



**LEGEND**

- BOUNDARY OF "PREMISES"
- DIMENSION POINT
- 1/2" IRON PIN CALLED FOR BY R1
- R1 DOC, 1983-001462
- R2 CALTRANS RIGHT OF WAY RECORD MAP R46007
- PORTION OF "PREMISES" AVAILABLE FOR GRAZING AREA = 10.719 AC.±
- ▨ PORTION OF "PREMISES" AVAILABLE FOR "LIGHT GRAZING JUNE 15 THROUGH OCTOBER 31" ONLY. CATTLE GRAZING PROHIBITED.
- ▩ GRAZING PROHIBITED

EASEMENT FOR ACCESS RESERVED BY S.C.W.A. DOC. 1994-013675  
 EASEMENT FOR INGRESS AND EGRESS GRANTED TO S.C.W.A. DOC. 1994-013988

S85°37'30"W PER R2 81.00'(TIE) (N85°37'30"W)R1  
 R=2950.00'  
 Δ=2°51'23"  
 L=147.07'  
 N04°22'30"W PER R2 (N4°22'30"E)R1  
 1053+85.66 E.C. HIGHWAY 101

\\Projects\Former\_Sonoma\_Marin\_Drive\_in\_Grazing\_Lease.dwg



REVISIONS		
REV.	DATE	BY

FORMER SONOMA-MARIN DRIVE IN SITE

**EXHIBIT "B"**

DIAGRAM SHOWING PORTIONS OF PREMISES AVAILABLE FOR GRAZING

PROJECT/TASK: F0222D009	
DATE :	12/19/17
DRAWN BY:	JM
CHECKED BY:	
SHEET NO. 1 OF 1	

**EXHIBIT C**

Memorandum of Lease Agreement

*Recording Requested By and  
When Recorded Return to:*

Insert Name  
Mailing Address  
City, State Zip+4

APN 019-280-012

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE ONLY

**MEMORANDUM OF GRAZING LEASE AGREEMENT**

THIS MEMORANDUM GRAZING LEASE AGREEMENT ("**Lease**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "**Effective Date**"), by and between SONOMA COUNTY WATER AGENCY, a body corporate and politic of the State of California, with a mailing address of 404 Aviation Blvd, Santa Rosa, California 95403 (the "**Landlord**") and ("**Tenant**"). Landlord and Tenant are sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties**."

**RECITALS**

WHEREAS, Landlord and Tenant entered into that certain Grazing Lease Agreement, dated \_\_\_\_\_ (the "**Lease Agreement**"), relating to the exclusive lease for a portion of that certain parcel of land located in Sonoma County, State of California, as more particularly described in **Exhibit A** attached hereto (the "**Premises**"). The Lease Agreement is expressly incorporated herein by reference and made a part hereof as though fully set forth herein.

WHEREAS, by this Memorandum, Landlord and Tenant desire to provide public notice of the Lease Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Public Notice. All members of the general public are hereby placed on notice of inquiry as to the specific provisions of the Lease Agreement, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. This



Memorandum shall be recorded in the real estate records of Sonoma County, State of California, in lieu of recording the entire Lease Agreement.

2. Lease Term. The Lease will become effective on the Effective Date and shall have a term of five (5) years, unless extended by mutual agreement by the Parties, or earlier terminated in accordance with the provisions of the Lease Agreement.

3. Conflicts. In the event of any conflict between the terms of this Memorandum and the terms of the Lease Agreement, the terms of the Lease Agreement shall control.

4. Captions and Capitalized Terms. Caption headings are inserted herein only as a matter of convenience of reference, and in no way serve to define, limit, or describe the scope of intent of, or in any way affect, this Memorandum. Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Lease Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Lease Agreement as of the Effective Date.

**LANDLORD:**

**SONOMA COUNTY WATER AGENCY**

---

Grant Davis, General Manager

**TENANT:**

---

Insert Name

## EXHIBIT D

### INSURANCE REQUIREMENTS

#### I. Insurance Policies

- a) **Workers' Compensation Insurance** with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

*This policy shall not be canceled or materially changed by Tenant without first giving thirty-day prior written notice to the Landlord. Landlord shall be notified in writing not less than 10 days prior to cancellation of Policy for non-payment of premiums.*

- b) **Commercial General or Farm Liability Insurance** covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence. Said commercial general or farm liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- 1) *The Sonoma County Water Agency, their officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this contract.*
- 2) *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.*
- 3) *The insurance provided herein is primary coverage to the additional insured(s) with respect to any insurance or self-insurance programs maintained by the additional insured(s).*
- 4) *This policy shall not be canceled or materially changed by Tenant without first giving thirty-day prior written notice to the Landlord. The Landlord shall be notified in writing not less than 10 days prior to cancellation of Policy for non-payment of premiums.*

- c) **Automobile Liability Insurance** covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

*This policy shall not be canceled or materially changed by Tenant without first giving thirty-day prior written notice to the Landlord. The Landlord shall be notified in writing not less than 10 days prior to cancellation of Policy for non-payment of premiums.*

II. Insurance Documentation. The following documentation shall be provided to the Landlord:

- a) Properly executed Certificates of Insurance and/or other evidence acceptable to the Landlord, clearly evidencing all coverage, limits, and endorsements required above. Said Certificates and/or other evidence required, shall be provided prior to execution of the Grazing Lease Agreement by Landlord.
- b) Signed copies of the specified endorsements for each policy.
- c) Upon Landlord's written request, certified copies of insurance policies. Said policy copies shall be provided within thirty days of Landlord's request.

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

D. Material Breach. If Tenant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Lease, the same shall be deemed a material breach of Lease. Landlord, at its sole option, may terminate this Lease and obtain damages from the Tenant resulting from said breach. Alternatively, Landlord may purchase such required insurance coverage, and without further notice to Tenant, Landlord may deduct from sums due to Tenant any premium costs advanced by Landlord for such insurance. These remedies shall be in addition to any other remedies available to the Landlord.

END OF DOCUMENT



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Informational Only

**Department or Agency Name(s):** Department of Agriculture/Weights & Measures

**Staff Name and Phone Number:**

Sue Ostrom 565-3836

**Supervisorial District(s):**

All

**Title:** Transgenic Contamination Prevention Ordinance 2017 Annual Report

### **Recommended Actions:**

Receive the Transgenic Contamination Prevention Ordinance 2017 Annual Report

### **Executive Summary:**

The Sonoma County Transgenic Contamination Prevention Ordinance (Ordinance) was voted on and passed by the voters in the general election held November 8, 2016. The purpose of the Ordinance is to protect Sonoma County's native plants, trees and animals from transgenic contamination by genetically engineered organisms, sometimes referred to as "GMOs". The Ordinance assigned responsibility for investigation and enforcement to the Agricultural Commissioner and required an annual report on activities related to the Ordinance be provided to the Board.

### **Discussion:**

The annual report on the Transgenic Contamination Prevention Ordinance contains a brief description of all complaints received and enforcement actions taken under the Ordinance and any other relevant information or analysis the Commissioner chooses.

The Ordinance was enacted in late 2016. The first full year the ordinance was in effect was 2017. The Ordinance requires the Commissioner to create a procedure for the reporting of known or suspected violations of the Ordinance and a form to document the violations. During 2017, the Department of Agriculture/Weights & Measures accomplished both of these requirements including posting both on our website at <http://sonomacounty.ca.gov/Agriculture-Weights-and-Measures/Agriculture-Division/Services/Transgenic-Contamination-Prevention-GMO/>.

Additionally, the Department worked closely with County Counsel to understand and develop a process for obtaining an inspection warrant. This is necessary because the Ordinance does not grant the Commissioner authority to enter and inspect properties suspected of violations where consent is not given by the property owner.

To date, no complaints have been received or enforcement actions taken.

**Prior Board Actions:**

December 13, 2016 - Adopted the certification of the official canvas of the vote for the November 8, 2016 consolidated Presidential General Election where the Transgenic Contamination Prevention Ordinance was passed on a 57.4% yes to a 42.6% no vote.

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

**Fiscal Summary**

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

**Funding Sources**

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

**Narrative Explanation of Fiscal Impacts:**

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**Staffing Impacts**

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

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

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<b>Attachments:</b>
Sonoma County Transgenic Contamination Prevention Ordinance Annual Report
<b>Related Items "On File" with the Clerk of the Board:</b>

# DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

**Tony Linegar**

Agricultural Commissioner  
Sealer of Weights & Measures



133 Aviation Blvd., Suite 110  
Santa Rosa, CA 95403-8279

(707) 565-2371 Fax (707) 565-3850

[sonomacounty.ca.gov/AWM](http://sonomacounty.ca.gov/AWM)

## Ordinance No. 6196 R

### Sonoma County Transgenic Contamination Prevention Ordinance

Annual Report  
November 2017

The Transgenic Contamination Prevention Ordinance (Ordinance) took effect November 9, 2016. The purpose of the Ordinance is to protect Sonoma County's native plants, trees and animals from transgenic contamination by genetically engineered organisms, sometimes referred to as "GMOs." Section 30A-9(3) of the Sonoma County Municipal Code requires the Sonoma County Agricultural Commissioner to submit an annual report to the Board of Supervisors. Below is a summary of the 2017 activities related to this ordinance.

As required by the Ordinance, procedures for reporting a suspected violation were developed. A complaint reporting form was created and posted on the website of the Sonoma County Department of Agriculture/Weights & Measures (Department) here: <http://sonomacounty.ca.gov/Agriculture-Weights-and-Measures/Agriculture-Division/Services/Transgenic-Contamination-Prevention-GMO/> (see attachment). This allows any person to report any known or suspected violation of the Ordinance through the website. Additionally, complaints may be made by calling or visiting the Department and providing the same information as contained on the complaint reporting form.

The Ordinance does not grant the Commissioner the authority to enter and inspect properties suspected of violations. An inspection warrant is required to access, inspect, and take samples on any property where consent is not given by the property owner. During 2017, the Department worked with County Counsel to understand the warrant process and create templates of the documents needed to obtain an inspection warrant from the Sonoma County Superior Court, should this process be needed.

In February 2017, a meeting was held between the authors of the ordinance and the Department. During the meeting the authors' view of the ordinance, suspected GMO crops grown in past years in Sonoma County, and the role of the Department in enforcement of the ordinance were discussed.

Test kits have been purchased to allow for the testing of corn, for the presence of markers indicating genetic modification. Corn is the most likely crop grown in Sonoma County to have been genetically modified.

No complaints have been received or enforcement actions taken to date.

A copy of this report will be posted on the Department's website.

# Transgenic Contamination Prevention (GMO)

The Sonoma County Transgenic Contamination Prevention Ordinance No. 6196R took effect in November 2016. The purpose of the ordinance is to protect Sonoma County's native plants, trees, and animals from transgenic contamination by genetically engineered organisms. Such organisms are also sometimes referred to as genetically modified organisms or GMOs.

The ordinance makes it unlawful for any person, partnership, corporation, firm, or entity of any kind to propagate, cultivate, raise, or grow genetically engineered organisms in the **unincorporated** portions of Sonoma County.

To make a complaint of a known or suspected violation, please complete the [Complaint Reporting Form](#). The Complaint Reporting Form may be sent via email to [sonomaag@sonoma-county.org](mailto:sonomaag@sonoma-county.org) or printed and mailed to the Sonoma County Department of Agriculture/Weights and Measures at 133 Aviation Blvd., Suite 110, Santa Rosa, CA 95403-1077. Complaints may also be taken over the phone by calling [\(707\) 565-2371](tel:(707)565-2371). All information required in the Complaint Reporting Form will be required to receive a telephone complaint. Complaints without the required information will not be accepted.

The complainant's contact information may remain confidential and not available as public record. Please check the box on the Complaint Reporting Form to remain confidential, or let the biologist know that you would like to remain confidential when filing a complaint over the phone.

Please contact the Department of Agriculture/Weights and Measures at [\(707\) 565-2371](tel:(707)565-2371) with any questions.

## **Related Documents:**

[Complaint Reporting Form](#) (PDF:269 kB)

[Sonoma County Transgenic Contamination Prevention Ordinance No. 6196R](#) (PDF:383 kB)



# DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

**Tony Linegar**  
Agricultural Commissioner  
Sealer of Weights & Measures



133 Aviation Blvd., Suite 110  
Santa Rosa, CA 95403-8279  
(707) 565-2371 Fax (707) 565-3850  
sonomacounty.ca.gov/AWM

## Sonoma County Transgenic Contamination Prevention Ordinance No. 6196R

### Complaint Reporting Form

#### Known/Suspected Genetically Modified Organism Production

The Sonoma County Transgenic Contamination Prevention Ordinance (No. 6196R) makes it unlawful for any person, partnership, corporation, firm or entity of any kind to propagate, cultivate, raise or grow genetically engineered organisms in the *unincorporated* portions of Sonoma County. Such organisms are also sometimes referred to as “genetically modified organisms” or “GMOs.”

To make a complaint of a known or suspected violation, fill out the form below. Please email it to our office at [sonomaag@sonoma-county.org](mailto:sonomaag@sonoma-county.org) or print it out and mail, fax, or bring it in to the Department of Agriculture/Weights and Measures. You may also make a report over the phone, giving the information below. Complaints without required information will not be accepted.

If you wish your contact information to remain confidential, please check here:   
*Contact information marked confidential is not available as public record.*

**All fields marked with an asterisk (\*) are required.**

#### Your Contact Information

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

Affiliation/Organization: \_\_\_\_\_

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

Phone\*: \_\_\_\_\_ Email: \_\_\_\_\_

#### Complaint Information

Crop Name\*: \_\_\_\_\_

Planting Date: \_\_\_\_\_ Stage of Development\*: \_\_\_\_\_

Where on the property the crop is located\*: \_\_\_\_\_

Property Address\*: \_\_\_\_\_

Property Assessor's Parcel Number (if known): \_\_\_\_\_



# Transgenic Contamination Prevention Ordinance 2017 Annual Report

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SUE OSTROM  
ASSISTANT AGRICULTURAL COMMISSIONER



# Background

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- The Sonoma County Transgenic Contamination Prevention Ordinance (Ordinance) was voted on and passed by voters in the general election held November 8, 2016
- Protect Sonoma County's native plants, trees and animals from transgenic contamination by genetically engineered organisms, sometimes referred to as "GMOs"
- Assigned responsibility for investigation and enforcement to the Agricultural Commissioner
- Annual report on activities

# Summary of 2017 Annual Report

---

- Created procedure and form for complaints/reporting of violations
- Created webpage on our website which includes the form and information about the Ordinance
- No authority to enter and inspect properties granted – worked with County Counsel to develop process for obtaining an inspection warrant
- No complaints have been received to date

# Questions?

---



## 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:** Sonoma County Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Ben Stone (707) 565-7170

**Supervisorial District(s):**

**Title:** Economic Development Board's Program Staffing

### **Recommended Actions:**

Adopt a Resolution to amend the position allocation list of the Economic Development Board to add a 1.0 FTE Department Analyst to provide fiscal operations staffing support effective March 20, 2018.

### **Executive Summary:**

The Sonoma County Economic Development Board provides services to encourage the startup, retention, and expansion of Sonoma County businesses and jobs. The EDB promotes Sonoma County as an attractive place to do business; fosters job growth; provides local businesses with tools to help them prosper; identifies and supports business clusters critical to maintaining a sound economy; and supports a workforce development strategy driven by local employer needs. The EDB further promotes economic development by encouraging tourism through funding agreements with Sonoma County Tourism (SCT) and visitor centers that serve the unincorporated areas of the County.

In response to the new priorities created by the post-fire recovery efforts and the expanding demands to operate the cannabis program, we are requesting the following staffing changes to allow us to manage our program budget, fiscal and contractual operations more efficiently. As such, we propose to add a Department Analyst who will be charged with all departmental and foundation fiscal operations, including the development of budgets, monitoring and controlling costs and revenues; preparing quarterly budget adjustments and estimates. Responsibilities will also include compliance and monitoring of all professional service agreements and grants, in particular those arising from fire recovery; cost recovery and audit coordination with ACTTC; and expanded fiscal support for the Cannabis Program.

**Discussion:**

The EDB has taken on an expanded role in response to the new priorities created by the post-fire recovery efforts. This includes developing an economic recovery plan, launching new recovery assistance grant and loan programs for creatives and businesses, developing targeted campaigns to support shop local and other efforts to boost economic support for the business community who experienced economic damage and injury, and workforce development efforts to expand talent development and retention efforts to meet the needs of the local business community.

Together these changes have created the need for one full-time Department Analyst position who will be charged with all departmental and foundation fiscal operations, including the development of budgets; monitoring and controlling costs and revenues; and preparing quarterly budget adjustments and estimates. Responsibilities will also include compliance and monitoring of all professional service agreements and grants, in particular those arising from fire recovery; cost recovery and audit coordination with ACTTC; and expanded fiscal support for the Cannabis Program. The position’s responsibility will also extend to the EDB Foundation in the areas of accounting, budget development, and monitoring of grants – especially those arising from recovery efforts; monthly financial statements, tax filings, annual reporting and audit coordination with ACTTC.

The creation of the Department Analyst position will streamline fiscal operations, thus improving the efficiency of department programs, allowing other staff to concentrate on non-fiscal issues with an emphasis on developing tools, resources and programs to assist those businesses most impacted by the wildfires, and to develop and implement economic and workforce development strategies to build resiliency in our community and economy going forward. No additional funds will be requested in FY 2017-18, as the incremental salary cost of the new DA position will be absorbed through savings in the current budget.

The EDB has consulted with the Human Resources Department which is supportive of the recommended classification for the body of work described.

**Prior Board Actions:**

June 20, 2017 – The Board of Supervisors approved the EDB FY17-18 department budget as part of the advertising program budget.

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

The Sonoma County Economic Development Board provides services to encourage the startup, retention, and expansion of Sonoma County businesses and jobs. The EDB promotes Sonoma County as an attractive place to do business; fosters job growth; provides local businesses with tools to help them prosper; identifies and supports business clusters critical to maintaining a sound economy; and supports a workforce development strategy driven by local employer needs.



<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	7,104,050		
Additional Appropriation Requested	0		
<b>Total Expenditures</b>	<b>7,104,050</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	127,861		
Fees/Other	566,800		
Use of Fund Balance	6,409,389		
Contingencies			
<b>Total Sources</b>	<b>7,104,050</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>The department is not requesting any additional funding in FY 2017-18, as the salary cost for the new Department Analyst position will be absorbed through savings in its current budget. Ongoing appropriations for the new position will be included in the department's FY 2018-19 budget request.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
Department Analyst	\$5,610 - \$6,819	1FTE	--
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<p>The Department Analyst position will be added to provide staffing support for fiscal operations.</p>			
<b>Attachments:</b>			
<p>Resolution amending the Allocation List for the Economic Development Board.</p>			
<b>Related Items "On File" with the Clerk of the Board:</b>			
<p></p>			



# County of Sonoma

## State of California

Date: March 20, 2018

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

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



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending The Department Allocation List For The Economic Development Board To Reflect The Addition of 1.0 Full-Time Equivalent Department Analyst Effective March 20, 2018.**

**Whereas**, the Economic Development Board (EDB) has developed a full menu of programs and services including Business Retention and Expansion, Entrepreneurship and Startup Services, Business Market Intelligence, Cannabis Program, Bilingual Business Assistance Outreach Services, Film Office, Financing Assistance, Creative Sonoma, Workforce Development, Research, Economic Forecasts, and Tourism to serve the local business community; and

**Whereas**, the EDB requires a full-time Department Analyst to provide the necessary fiscal staff support for budget development and monitoring, financial operations, contract administration and compliance, and audit coordination to maintain, grow and expand these services during Post-Fire Recovery efforts;

**Whereas**, the creation of the Department Analyst position will streamline fiscal operations, improving the efficiency of department programs, allowing other staff to concentrate on non-fiscal issues with an emphasis on developing tools, resources and programs to assist those businesses most impacted by the wildfires, and to develop and implement economic and workforce development strategies to build resiliency in our community and economy going forward.

**Whereas**, no additional funds will be requested in FY 2017-18 and ongoing appropriations for the new position will be included in the department's FY 2018-19 budget request.

**Now, Therefore, Be It Resolved** that the Department Allocation List for the Economic Development Board is hereby revised as follows:

Section/ Subsection ID	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
19010000	0826	Department Analyst	1.00	1.00	2.00	Ongoing	\$5,610

**Supervisors:**

Gorin:

Rabbit:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Kristen Madsen, 565-6120

**Supervisorial District(s):**

All Districts

**Title:** Creative Sonoma Grant Making Authority

### **Recommended Actions:**

Authorize the Economic Development Board Executive Director to execute grant agreements that award funding to individual artists and organizations through programs developed by Creative Sonoma that support creative projects, provide fellowships and stipends for creatives, and other kinds of support for the creative sector, all of which are in the interest of the public, not to exceed \$200,000 annually.

### **Executive Summary:**

Creative Sonoma is dedicated to providing financial, information, and networking resources to Sonoma County's creative community and the public. To facilitate the provision of financial resources, Creative Sonoma has successfully built and implemented a process through which grant funds can be awarded in an efficient, equitable, and transparent manner. The process has been built to accommodate an increasing level of resources as funding opportunities arise that support Creative Sonoma's continued growth.

This requested authority will replace the current requirement to make individual requests to the Board each time a new round of grant-making is created throughout any fiscal year.

### **Discussion:**

In 2014, the Board of Supervisors approved a Three-Year plan establishing Creative Sonoma as a new division of the Economic Development Board. One of the functions of Creative Sonoma listed in the plan is: "Overseeing the distribution of funding for arts, culture and the creative sector, including basic operating support, project funding, artist fellowships and other kinds of support."

Since that time, Creative Sonoma has overseen the distribution of nearly \$400,000 in direct grants to the creative sector of County funds. The grants have been funded as follows: \$300,000 for Summer Arts Youth grants, \$49,000 in Arts Education Innovation Grants, and \$30,270 in Pop Up Creativity Grants.

Creative Sonoma has also been responsible for re-granting an additional \$135,000 from private funding sources: \$25,000 for musicians' grants, \$10,000 for visual artists' stipends, and \$100,000 year to date for grants to creative individuals, organizations and businesses affected by the fires.

The total grant funds that Creative Sonoma has awarded of County funds has not exceeded \$200,000 in any single fiscal year. No individual grant has exceeded \$20,000.

Creative Sonoma has established significant protocols for making grants in support of the creative community. For each category of grant making the following process is adhered to:

- Clear guidelines are established with goals and stated evaluation criteria;
- Completed applications are reviewed by staff for basic eligibility;
- Review panels evaluate eligible applications and make funding recommendations. Review panels are typically comprised of experts in the stated area of funding, and are often drawn from out-of-county to avoid conflicts – real or perceived;
- Staff implements contracts that include findings of compliance with Government Code sections 26100(a)(2) and 26227 to authorize grant funds to promote exhibiting or advertising the recreational, artistic, musical, cultural and other resources of the County;
- Staff collects final reports from grantees to confirm compliance;
- Staff submits a final report to the Board of Supervisors.

In addition, all of Creative Sonoma's activities are managed under the supervision of the Executive Director of the Economic Development Board, and regularly reported on to that body's Board of Directors. Finally, Creative Sonoma also maintains an Advisory Board which reviews guidelines, participates in reviews as appropriate, receives regular updates and provides feedback.

Creative Sonoma presents a final report to the Board of Supervisors outlining the grant amounts, recipients, and confirmation that grant activities have been successfully completed.

Currently, Creative Sonoma submits separate agenda items to the Board of Supervisors for to gain authorization for each specific grant program. This request is being made in order to streamline this significant element of Creative Sonoma's activities, as was envisioned in its original plan. This authorization will also allow Creative Sonoma to be more nimble in responding effectively to sudden needs and opportunities. All of Creative Sonoma grant-making work, including final reports to the Board of Supervisors, will continue as articulated above.

**Prior Board Actions:**

Established Creative Sonoma in June 2014.

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

Creative Sonoma works to cultivate an environment in the county that both supports and advances creative individuals and enterprises who, in turn, contribute to a diverse and healthy economy and community. That includes trainings and workshops and the provision of financial resources through grants and contracts as available.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	0	\$	0
Additional Appropriation Requested	0	0	
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	0		
Fees/Other	0		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
There is no fiscal impact as a result of this item. Any funds to be awarded under this authorization will be from the annual allocation to Creative Sonoma.			
<b>Staffing Impacts</b>			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Creative Sonoma Arts Action Plan, June 24, 2014			



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 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):**

Fourth

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

### **Recommended Actions:**

Approve Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Cloverdale Citrus Fair, \$2,500; Geyserville Community Foundation, \$750; Geyserville Lodging Association, \$800.

### **Executive Summary:**

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

- 1.) Cloverdale Citrus Fair for advertising and promotion of the 2018 Cloverdale Citrus Fair; grant award of \$2,000.
- 2.) Geyserville Community Foundations for advertising and promotion of the 2017-2018 Geyserville Sculpture Trail; grant award of \$750.
- 3.) Geyserville Lodging Association for advertising and promotion of the Beer and Wine Spirits Festival to raise money for the Geyserville School District; grant award of \$800.

### **Discussion:**

The Sonoma County Community Investment Program (formerly Advertising Program) utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community

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

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

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

**Prior Board Actions:**

Enter Dates for FY 17/18: 12/12/2017– Awarded FY 17/18 Category C3 (formerly Category E) grants.

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

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	4,050		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>4,050</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	4,050		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>4,050</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Funds are included in the FY 17/18 budget.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
FY 17/18 Advertising Program Grant Award Agreement			





## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

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

**Supervisory District(s):**

All

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

### **Recommended Actions:**

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

### **Executive Summary:**

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

### **Discussion:**

The Complex Fire began on Sunday, October 9, 2017. In response, the Emergency Operations Center (EOC) was activated at approximately 12:00 a.m. on Monday, October 9, 2017, to assist with managing the impacts. In the early morning hours on Monday, the County issued advisory evacuation notices to various impacted

areas of Sonoma County. Shelter was made available at various locations throughout the County, and first responders were actively engaged in multiple areas throughout the County as the complex fires' advanced.

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

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

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

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

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

**Prior Board Actions:**

February 13, 2018 - Board adopted Resolution NO. 18-0068 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

February 13, 2018 - Board adopted Resolution NO. 18-0056 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

January 23, 2018 - Board adopted Resolution NO. 18-0022 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires  
 December 29, 2017: Board adopted Resolution No. 17-0515 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires  
 December 5, 2017: Board adopted Resolution No. 17-0457 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires  
 November 7, 2017: Board adopted Resolution Modifying Resolution No. 17-0839 To Comply With Federal Assistance Requirements and Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires.  
 October 10, 2017: Board adopted Resolution No. 17-0389 ratifying the County Administrator’s proclamation of the existence of a local emergency with the Sonoma County Operation Area.

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

**Fiscal Summary**

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

**Funding Sources**

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

**Narrative Explanation of Fiscal Impacts:**

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment A: Resolution Declaring Need for Continuing The Local Emergency			
<b>Related Items "On File" with the Clerk of the Board:</b>			



County of Sonoma  
State of California

Item Number:  
Resolution No.

575 Administration Drive  
Santa Rosa, California

Date: 3/20/2018

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

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

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

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

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

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

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

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

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

**WHEREAS**, clean-up efforts are ongoing and as of January 19, 2018, 725 sites remain to be cleared; and

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

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

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

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

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

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

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

**IT IS FURTHER PROCLAIMED AND ORDERED** that the local emergency ratified by Resolution No. 17-0389, as previously amended and extended by Resolution No. 17-0431 on November 7, 2017, and subsequently extended for a further 30 days by Resolution No. 17-0457 on December 5, 2017, and for a further 30 days by Resolution No. 17-0515 on December 29, 2017, and for a further 30 days by resolution No.18-0022 on January 23, 2018, and for a further 30 days by resolution No.18-0056 on February 13, 2018, and for a further 30 days by resolution No.18-0068 on February 27, 2018, is hereby extended for another 30 days in accordance with Government Code section 8630 and shall continue in full force and effect as originally proclaimed by the County Administrator on October 9, 2017, and nothing contained herein shall be construed modify, invalidate, or otherwise affect any provision of said Proclamation of local emergency.

**PASSED AND ADOPTED** by the Board this 20th day of March, 2018.

**SUPERVISORS:**

Gorin: Aye    Rabbitt : Aye    Zane: Aye    Hopkins: Aye    Gore: Aye

Ayes:    Noes:    Absent:    Abstain:

**SO ORDERED**

Resolution No.



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors & Board of Directors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Niki Berrocal (707) 565-2431

**Supervisorial District(s):**

All

**Title:** Fiscal Year 2017-18 Second Quarter Budget Adjustments

### **Recommended Actions:**

Adopt a Concurrent Budget Resolution adjusting departmental budgets by \$11.9 million to carry out operations and delivery of services through the end of the current fiscal year, which are consistent with prior board policy direction. Of the total, \$1.7 million is within the General Fund budgets, and \$10.2 million is in Other Funds mainly for capital projects.

### **Executive Summary:**

Throughout the fiscal year many County Departments, Agencies and Districts experience the need to make adjustments to the revenues and/or expenditure appropriations in their budgets. As a result, the County Administrator's Office coordinates with all County departments and agencies on a quarterly basis to summarize and present a consolidated request for appropriations changes that align with prior Board direction. The proposed consolidated budgetary adjustments do not include any new programs or initiatives not previously approved by the Board.

The FY 2017-18 revised budget is proposed to increase to \$1.81 billion. Staff is requesting that the Board approve \$11.9 million in this second quarterly consolidated budget adjustments necessary to carry out operations and delivery of services through the end of the current fiscal year. The total changes represent less than 1% of the total budget.

### **Discussion:**

The FY 2017-18 total current revised budget is \$1.79 billion. This report includes a recommendation to increase budgeted expenses by \$11.9 million, revenues/reimbursement by \$5.3 million and use of accumulated non-General Fund balances by \$6.6 million. If budget changes are approved, the total revised county-wide FY 2017-18 Budget will be approximately \$1.81 billion. Additionally, contingencies will be utilized to finance various items previously approved by the Board, including the Behavioral Health Services relocation to the Lakes Campus (\$1.0M), subsidized transit programs for students and



veterans (\$73,000) and meals for high risk patients (\$35,000), as well as other various fee waivers and sponsorships (\$17,000).

At the direction of the County Administrator, budget changes include only adjustments that are consistent with prior board direction. A complete list totaling \$11.9 million in budgetary changes is included as Exhibit A of the attached Budget Resolution.

Of the \$11.9 million request, \$1.7 million is within the General Fund; the largest contributors to this adjustment are:

- \$715,000 in the Sheriff’s Office for expenditures and offsetting insurance revenues to restore telecommunications functionality at the County’s Mt. Barham telecommunications site, which was damaged by the October Wildfires.
- \$796,000 in Fire and Emergency Services. \$581,000 is associated with for Homeland Security Grant projects approved in the prior grant cycle and being received and expended in FY17-18 and \$214,000 in Fire and Emergency Services for staffing costs associated with the Recovery Operations Center to provide procurement, delivery, and installation of best management practices to protect streams and creeks from toxic runoff as well as various debris management logistics tasks; this expenditure is being financed from the Disaster Recovery Fund.

Of the remaining \$10,180,200 adjustments in other funds, the largest contributors are:

- \$3.7 million in the Water Agency, associated with re-budgeting previously for approved projects including Watersmart Construction Grant projects and estuary habitat modeling for salmonids and invertebrate monitoring.
- \$2.9 million in Capital Projects to allocate funds as needed for various projects in accordance with prior Board actions, which includes \$1.4 million for the Behavioral Health relocation to the Lakes campus, \$823,000 for the Maxwell Farms Redevelopment Project and \$250,000 for the Tolay Cannon Lane Project.
- \$1.9 million in Health Services, which includes \$1.1 million primarily associated with a re-budget of funds for a number of First 5 Sonoma County programs including Community Child Care Council, Health Services Field Nursing, and the Quality Improvement Rate System; and \$800,000 is associated with the use of Mental Health Realignment Fund Balance to pay for costs associated with the Behavioral Health Campus move.

**Prior Board Actions:**

October 24, 2017: Fiscal Year 2017-18 First Quarter Budget Adjustments

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

Periodic review of the County budget supports uninterrupted services to County residents, and provides fiscal transparency to the public.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested	\$11,902,071		
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF	0		
State/Federal	1,151,669		
Fees/Other	4,003,695		
Use of Fund Balance	6,581,207		
Contingencies	165,500		
<b>Total Sources</b>	<b>11,902,071</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Please refer to Exhibit A for departmental budget changes by General Fund and Other Funds.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment 1: Concurrent Resolution with Exhibit A			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			



County of Sonoma  
State of California

Date: March 20, 2018

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

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



4/5 Vote Required

**Concurrent Resolution Of the Board Of Supervisors of the County Of Sonoma, State Of California, the Board Of Directors of the Sonoma County Community Development Commission, the Board Of Directors of the Agricultural Preservation and Open Space District, the Board Of Directors of the Sonoma County Water Agency, the Board Of Directors of the Occidental County Sanitation District; and the Board Of Directors of the Russian River County Sanitation District Adjusting the Revised FY 2017-18 Budget. (4/5 Vote Required.)**

**Whereas**, the Board has adopted the Fiscal Year 2017-18 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

**Whereas**, the Government Code allows for adjustments to the Adopted Budget during the 2017-18 Fiscal Year.

**Now, Therefore, Be It Resolved** that the County Auditor-Controller is hereby authorized and directed to adjust the Fiscal Year 2017-18 Adopted Budget for the attached increases/decreases listed in Exhibit "A" for the governmental entities within its jurisdiction. Also, in order to reconcile financial data between the County's new systems, authorize the Auditor-Controller-Treasurer-Tax Collector and County Administrator to complete minor budgetary corrections that do not cumulatively increase spending authority in any one departmental budget.

**Supervisors/Directors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**FY 2017-18 2nd QUARTER CONSOLIDATED BUDGET ADJUSTMENTS**

**Exhibit A**

Description	Gross Expenditure Change	Revenue and Reimbursement Change	Net Cost Change
<b><u>Administrative Services</u></b>			
<b>Non-Departmental - General Fund</b>			
Add \$35,000 expenditure appropriation for Ceres Project Medi-Cal equipment, which will allow Ceres to proceed with a nutritious meal plan for high risk patients funded by the California Department of Health Care Services (10/27/17, Item #08).	35,000	0	35,000
Reduce the Board's General Fund Contingency appropriation to offset the expenditures for the Ceres Project Medi-Cal equipment.	(35,000)	0	(35,000)
Add expenditure appropriations to fund the College Student Subsidized Transit Fare Program, \$55,124, and the Veterans Subsidized Transit Fare Program, \$17,897, from January through June 2018 (12/12/17, Item #30).	73,021	0	73,021
Reduce the Board's General Fund Contingency appropriation to offset expenditures for the subsidized transit fare programs.	(73,021)	0	(73,021)
Adjust Non-Departmental budget appropriations to transfer contingency funds to capital projects to fund the one-time relocation of Behavioral Health facilities from the Chanate Campus (11/07/17, Item #15).	1,006,338	0	1,006,338
Reduce the Board's General Fund Contingency appropriation to offset the one-time transfer to capital projects for the relocation of Behavioral Health facilities.	(1,006,338)	0	(1,006,338)
Add expenditure appropriations for previously approved fee waivers: \$2,100 waiver of Regional Parks' day use fees countywide for eligible military personnel and dependents for Veterans Day weekend (11/07/17, Item #09); \$1,789 for West County Community Services for the Free Dinners Program held at the Guerneville Veterans building four times monthly for Fiscal Year 17-18 (11/14/17, Item #22); \$821 for the 2017 Penngrove Holiday Parade of Lights held on December 17, 2017 (12/05/17, Item #41); \$501 waiver for rental of the Guerneville Veterans building to host the West County Community Services Thanksgiving event held on November 23, 2017 (12/05/17, Item #42); \$619 waiver for the Russian River Sisters of Perpetual Indulgence to hold the annual free community Christmas dinner at the Guerneville Veterans building on December 25, 2017 (12/05/17, Item #43); \$538 for the Veterans of Foreign Wars Post 1929 to hold a Black History Program at the Petaluma Veterans Hall on February 14, 2018 (12/05/17, Item #44); \$151 for the Veterans of Foreign Wars to hold a Veterans Shelter "Thank You" Event at the Petaluma Veterans Building on November 18, 2017 (12/05/17, Item #45); and \$491 for the Press Democrat/Argus Courier to host the Highway 101 Forum at the Petaluma Veterans building on February 28, 2018 for a community engagement event (01/23/18, Item #24).	7,010	0	7,010
Reduce the Board's General Fund Contingency appropriation to offset fee waiver expenditures cited above.	(7,010)	0	(7,010)
Add expenditure appropriations for previously approved sponsorships: \$5,198 to the Petaluma Education Foundation for their annual fundraiser event, which helps support financial grants to schools for innovative curriculum-based programs (09/26/17, Item #21); and \$4,625 to the Sebastopol Center for the Arts to support their AARP Tax-Aide Program at the Sebastopol Veteran's Memorial Building from February 2, 2018 through April 12, 2018 (12/12/17, Item #46).	9,823	0	9,823
Reduce the Board's General Fund Contingency appropriation to offset the sponsorship expenditures noted above.	(9,823)	0	(9,823)
Reduce the Board's General Fund Contingency appropriation to offset costs for additional Board Aides for each district as described under the Board of Supervisors/County Administrator section below.	(165,500)	0	(165,500)

**FY 2017-18 2nd QUARTER CONSOLIDATED BUDGET ADJUSTMENTS**

**Exhibit A**

**Board of Supervisors/County Administrator - General Fund**

Increase appropriations related to the addition of one aide to align with comparable counties' staffing levels.	331,000	165,500	165,500
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**Development Services**

**Community Development Commission - Other Fund**

Reduce appropriations for the Monte Rio Waste Water project / Total Maximum Daily Load Action Plan due to transfer of community engagement duties to the Resource Conservation Districts under funding agreement amendment approved on 2-6-18 item #10.	0	(1,000,000)	1,000,000
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**Economic Development Board - Other Fund**

Increase expenditures and revenues for the Economic Development Board by a total of \$95,000. \$75,000 will provide for additional consulting services for an Economic Development Plan to help and advance the economic recovery of the county, which will be financed with unassigned Advertising Fund Balance (11-14-2017 Board item #8). A \$5,000 increase in expenditures and revenues will allow the Bodega Bay Chamber of Commerce to operate the Sonoma Coast Visitor Center. This is being financed with unassigned Advertising Fund Balance (10-31-2017 Board Item #3). Creative Sonoma's budget and revenues will be increased by \$10,000 to accept and expend a grant from the Blatt Family Foundation for fire recovery efforts (1-23-18 Board Item #9). Increase professional services totaling \$5,000 financed by a grant the Broadband Program grant (12/13/16 Board Item #20).	95,000	95,000	0
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**Fire and Emergency Services - General Fund**

Increase revenue and related expenditures for the 2017 Homeland Security Grant, \$581,227 for projects previously approved for this grant cycle. Increase appropriations for Salaries and Benefits in Emergency Services related to extra help staff assigned to the Recovery Operations Center by \$214,400 with an offsetting reimbursement from the Disaster Recovery Fund to address watershed protection and other emergency protective activities after the Emergency Operations Center closed.	795,627	795,627	0
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**Fire and Emergency Services - Other Fund**

Increase County Service Area #40 Budget for Fire Response pass-through funding from CAL FIRE to volunteer fire companies for their response to the October fires, \$350,000. As the public agency that manages volunteer fire companies, reimbursements from CAL FIRE flow through the County. Appropriations to cover such reimbursements were first approved in FY 2016-17 budget and were also included in the 2017-18 budget. Due to the costs of fighting the October fires, these appropriations were not sufficient. Also, program additional revenue and expenditures related to an County Community Investment Program Grant for automated external defibrillators for Volunteer Fire Companies, \$39,000, approved by the Board of Supervisors on 6/20/17.	389,000	389,000	0
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**FY 2017-18 2nd QUARTER CONSOLIDATED BUDGET ADJUSTMENTS**

**Exhibit A**

**Regional Parks - General Fund**

<p>Transfer budgeted expenditure appropriations in Parks Operations and Maintenance to the following Capital Improvement Projects: Guerneville River Park (\$15,000) and Doran Boat Launch (\$35,000) for major maintenance improvements, (6/15/17, FY 17-18 Adopted Budget) and Tolay Cannon Lane (\$250,000) and Tolay Master Plan (\$100,000) (approved by the Board on 6/20/17 #45). Funding for Tolay comes from previously approved Measure L Transient Occupancy Tax funding, which was approved for this purpose by the Board after adoption of the budget. Funds for Guerneville River Park and Doran Boat Launch come from funds designated for major maintenance that will be used on capital maintenance costs rather than operational maintenance. There is no net increase to appropriations due to these changes, but they are included in the CBA to match transfers to Capital Projects.</p>	<p>400,000</p>	<p>0</p>	<p>400,000</p>
<p>(400,000)</p>	<p>(400,000)</p>	<p>0</p>	<p>(400,000)</p>

**Regional Parks - Other Fund**

<p>Increase appropriations to transfer available cell tower funds intended for North Sonoma Mountain capital project to complete a master plan, resource management plan, and initial public access (8/19/14,#51). Funds from the cell tower are restricted to uses on the Park, and thus are considered restricted use donations. Completion of the Master Plan is an approved use of these funds under initial direction.</p>	<p>60,000</p>	<p>0</p>	<p>60,000</p>
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**Transportation and Public Works - Other Fund**

<p>Increase expenditure appropriations in Roads Division by \$815,000 from available Roads fund balance to cover remaining Highway 12 Corridor Improvement Project costs, with future reimbursement anticipated by Reinvestment and Revitalization funds (March 3, 2015, #24). Increase appropriations of \$115,000 in Airport Division to fulfill a per flight revenue guarantee for service obligation per the agreement with American Airlines, funded by the United States Department of Transportation Small Community Air Service Development Grant \$86,250, and available Airport Enterprise Fund Balance \$28,750 (February 21, 2017, #50).</p>	<p>930,000</p>	<p>86,250</p>	<p>843,750</p>
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**Water Agency - Other Fund**

<p><b>Zone 5A Lower Russian River:</b> Additional appropriations needed for Zone 5A share of the Russian River Instream Flow and Restoration (RRIFR) for the Estuary Flood Risk. (Included in Board approved FY 2017/18 Budget on 6/18/17). This is a rebudget of funds appropriated and not used in FY 2016/17 were not previously rebudgeted in FY 2017/18.</p>	<p>59,000</p>	<p>0</p>	<p>59,000</p>
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<p><b>Warm Springs Dam Fund:</b> Appropriations for studies ongoing since 2009 for estuary habitat modeling for salmonids and research and monitoring of invertebrates 5 required under the Biological Opinion through 2019 to provide real-time decision support tools to assess salmonid habitat and invertebrate availability to project future best-case and worst-case management scenarios for maximizing estuarine habitat for listed salmonids (Included in Board approved FY 2017/18 Budget on 6/18/17). This is a rebudget of funds appropriated and not used in FY 2016/17 were not previously rebudgeted in FY 2017/18.</p>	<p>491,071</p>	<p>0</p>	<p>491,071</p>
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<p><b>Recycled Water Fund:</b> Appropriate previously received watersmart construction grant funds to North Bay Water Reuse Association (NBWRA) members for Phase 1 construction projects (Board approved 6/13/16). Pass through funds to NBWRA members for construction projects were underestimated in the FY 2017/18 budget.</p>	<p>1,500,000</p>	<p>0</p>	<p>1,500,000</p>
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**FY 2017-18 2nd QUARTER CONSOLIDATED BUDGET ADJUSTMENTS**

**Exhibit A**

**Watershed Planning Fund:** Appropriations for studies ongoing since 2009 for estuary habitat modeling for salmonids and research and monitoring of invertebrates required under the Biological Opinion through 2019 to provide real-time decision support tools to assess salmonid habitat and invertebrate availability to project future best-case and worst-case management scenarios for maximizing estuarine habitat for listed salmonids. This is a rebudget of funds appropriated and not used in FY 2016/17 were not previously rebudgeted in FY 2017/18.

	1,461,200	0	1,461,200
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**Water Conservation Fund:** Appropriate previously received revenue for the 2006 Water Quality and Supply Bond Act Round 2 Bay Area Integrated Regional Water Management Plan water use efficiency \$6,300 (Board approved 5/5/15) and Drought Grant \$250,500 (Board approved 8/19/14). Pass through funds to partners were underestimated in the FY 2017/18 budget.

	256,800	0	256,800
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**Health and Human Services**

**Department of Health Services - Other Fund**

Re-budget unspent funds from FY 2016-17 for various First 5 Sonoma County programs, including Community Child Care Council, Health Services Field Nursing, and the Quality Improvement Rate System. Increase appropriations by \$517,750 due to new revenue for existing programming for State Regional Training Technical Assistance Hub grant and All Children Thrive grant. (Programs included in Board approved FY 2017/18 Budget on 6/18/17).

	1,078,681	517,750	560,931
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Increase use of Mental Health Realignment Fund balance to pay for costs associated with the Behavioral Health Campus move from Chanate to The Lakes (11/7/17 #15).

	800,000	400,000	400,000
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**Justice Services**

**Sheriff - General Fund**

Transfer \$350,000 from Detention Division's Main Adult Detention Facility salary and benefits to Sheriff's Training. Typically the Sheriff's Training budget is funded with salary savings from the Patrol budget; however, due to the personnel expenses incurred as a result of the October Wildfires, these savings are not available.

	350,000	0	350,000
	(350,000)	0	(350,000)

Program Department of Boating and Waterways funding to support the purchase of new patrol boat (Board 10/3/2017, item #10).

	45,744	45,744	0
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Appropriate insurance reimbursement and corresponding expenses related to restoring telecommunications functionality at the County's Mt. Barham telecommunications site. This site was damaged by the October Wildfires.

	715,000	715,000	0
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**Court Support/Courthouse Construction - Other Fund**

Recognize capital project funds returned from the completed Hall of Justice Elevator Repair Capital Project to reflect actual funding received from the State Courts for share of Joint Use Facility.

	0	131,698	(131,698)
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**Other Services**

**Advertising - Other Fund**

Appropriate a total of \$80,000 in Advertising Fund balance to the Economic Development Board: \$75,000 for consulting services for an Economic Development Plan to help and advance the economic recovery of the county (11-14-2017 Board item #8) and \$5,000 for the Bodega Bay Chamber of Commerce to operate the Sonoma Coast Visitor Center (10-31-2017 Board Item #3).

	80,000	0	80,000
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**FY 2017-18 2nd QUARTER CONSOLIDATED BUDGET ADJUSTMENTS**

**Exhibit A**

**Capital Projects**

**Capital Projects - Other Fund**

(1) Receive \$125,961 in settlement proceeds from Fuel Cell, Inc to cover sales taxes previously uncollected from the vendor, with expenditures being appropriated in the Central Mechanical Plant Energy Improvements Project. [Board approval 12/5/2017, closed session].

(2) Move \$131,698 in the Hall of Justice South Elevator Project to the Courthouse Construction Fund to reflect revenue received from State Courts for shared maintenance costs (no net expenditure or revenue change).

(3) Close CAO Carpet Project and transfer \$23,028 of General Fund to support development of public private partnership for installation of photovoltaic array on new fleet building [Board approval 4/19/16 item #8] and \$8,576 to support ongoing planning efforts for the redevelopment of County Government Center.

(4) Close completed 4 C's Childcare Remodel due to bids coming in much lower than estimates and transfer \$131,618 General Fund to support planning efforts for the redevelopment of County Government Center [Board direction at Budget hearings and re-affirmed on 1/16/18 Strategic Planning]. 1,695,827      1,695,674      153

(5) Close completed Main Adult Detention Facility Booking project and transfer \$153 General Fund to support ongoing planning efforts for the redevelopment of County Government Center.

(6) Allocate \$1,006,338 in General Fund funding and \$400,000 in Health Services funding to support the Behavioral Health relocation from Chanate to the Lakes in support of sale of Chanate and the implementation of neighborhood services. (Board item #15, 11/7/17).

Regional Parks Capital Projects: (1) Maxwell Farms Redevelopment Project - increase revenues (\$573,621 from Department of Housing and Community Development and \$250,000 from Open Space District) and equivalent expenditures to design and construct park improvements (2/21/17,#19 ). (2) North Sonoma Mountain Project -appropriate \$60,000 in cell tower revenues to complete a master plan, resource management plan, and initial public access (8/19/14,#51). (3) Tolay Cannon Lane Project- utilize \$250,000 of Measure L funds for design and construction of road improvements (6/20/17,#45).

(4) Tolay Master Plan Project- utilize \$100,000 of Measure L Funds for staff and consultant work for Tolay Master Plan (6/20/17,#45). (5) Guerneville River Park Project - transfer \$15,000 from Regional Parks Maintenance budget for improvements that reduce future maintenance costs (6/15/17, Adopted 17-18 Budget). (6) Doran Boat Launch Project - transfer \$35,000 from Regional Parks Maintenance budget for improvements that reduce future maintenance cost .(6/15/17, Adopted FY 17-18 Budget). 1,283,621      1,283,621      0

<b>GRAND TOTAL ADJUSTMENTS</b>	<b>11,902,071</b>	<b>5,320,864</b>	<b>6,581,207</b>
<b>General Fund</b>	<b>1,721,871</b>	<b>1,721,871</b>	<b>0</b>
<b>Other Funds</b>	<b>10,180,200</b>	<b>3,598,993</b>	<b>6,581,207</b>
<b>All Funds</b>	<b>11,902,071</b>	<b>5,320,864</b>	<b>6,581,207</b>





## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Department of Health Services, Human Services Department, Community Development Commission, Probation Department, and Child Support Services Department

**Staff Name and Phone Number:**

Barbie Robinson, 565-7876, Karen Fies, David Koch, Margaret Van Vliet, Jennifer Traumann

**Supervisorial District(s):**

**Title:** International Business Machines Corporation Statement of Work and Cloud Services Agreement

### **Recommended Actions:**

Authorize the Department of Health Services to execute a Statement of Work and Cloud Services Agreement with International Business Machines Corporation to provide software in support of the Rapid Deployment of an integrated data hub and front end user application for the ACCESS Sonoma County pilot initiative, in an amount of \$1,197,082.

Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing revenues, use of fund balance, and expenditures in the Department of Health Services by \$1,197,082 related to the International Business Machines Corporation Statement of Work and Cloud Services Agreement. (4/5 vote required)

### **Executive Summary:**

In support of the County's rapid response efforts, the Sonoma County Safety Net Departments, including Health Services, Human Services, Community Development Commission, Probation, and Child Support Services, request authorization to enter into an agreement with International Business Machines Corporation to provide a Rapid Prototyping Tool that would consist of an integrated data hub solution as well as a front end interface through its Watson Care Manager software. The proposed agreements with International Business Machines Corporation support implementation of a system that will 1) provide a global view of each client that accounts for their multiple needs, allowing for coordinated front-end referrals and service delivery across the Safety Net Departments and 2) allow for continued analysis of each client's needs, collaborative case management, and evaluation of outcomes to support more proactive and prevention-focused efforts aimed at addressing critical client needs.

Funding for the International Business Machines Corporation agreement includes funding from several County departments and from Santa Rosa Memorial Hospital Foundation. This item includes a request to adjust the fiscal year 2017-2018 budget to allow for receipt and expenditure of these funds.

**Discussion:**

In April 2017, the Sonoma County Board of Supervisors established one of its 2017 Strategic Priorities to Strengthen the County's Safety Net system. The goal of this priority is to identify the most vulnerable residents, defined as those who are often high utilizers of County services across multiple departments, and develop coordinated strategies to improve their well-being, self-sufficiency, and recovery.

In response to the Board's Safety Net Priority, the Sonoma County Safety Net Departments of Health Services, Human Services, Community Development Commission, Probation, and Child Support Services (Safety Net Departments) created a pilot initiative – ACCESS Sonoma County – to begin developing strategies to identify and coordinate services for the most vulnerable residents. Because each of the Safety Net Departments maintain client data in their own siloed systems, the creation of an integrated data hub was determined to be critical factor in the successful implementation of the ACCESS Sonoma County pilot.

With the devastating fires in October 2017 underscoring the importance of the County's pilot initiative to strengthen its safety net system, on December 5, 2017 the Board of Supervisors adopted a resolution approving the development of the integrated data hub to facilitate successful implementation of disaster rapid response efforts, ACCESS Sonoma County, and Whole Person Care projects. In response to the Board's Direction, the Safety Net Departments launched the County's first ever Interdepartmental Multi-Disciplinary Team, comprised of front line staff from each of the Safety Net Departments including case workers, eligibility workers, clinicians, probation officers and other direct service providers working with an Interdepartmental Multi-Disciplinary Team coordinator to establish care plans for program participants.

In addition, in support of the County's rapid response efforts, International Business Machines Corporation (IBM) offered to provide a Rapid Prototyping Tool that would consist of the IBM Connect 360 Master Data Management Patient Hub as well as a front end interface through its Watson Care Manager software.

The IBM Connect 360 Master Data Management Patient Hub and Watson Care Manager interface will serve two purposes. First, they will provide a global view of the client that accounts for his/her multiple needs allowing for coordinated front-end referrals and service delivery across the Safety Net Departments. Second, Master Data Management Patient Hub and Watson Care Manager interface will allow for continued analysis of client's needs, collaborative case management, and evaluation of outcomes to support more proactive and prevention-focused efforts aimed at addressing critical needs of the client.

In order implement the Rapid Prototype, the Safety Net Departments request your Board approve two contracts, the IBM Statement of Work and a Cloud Services Agreement.

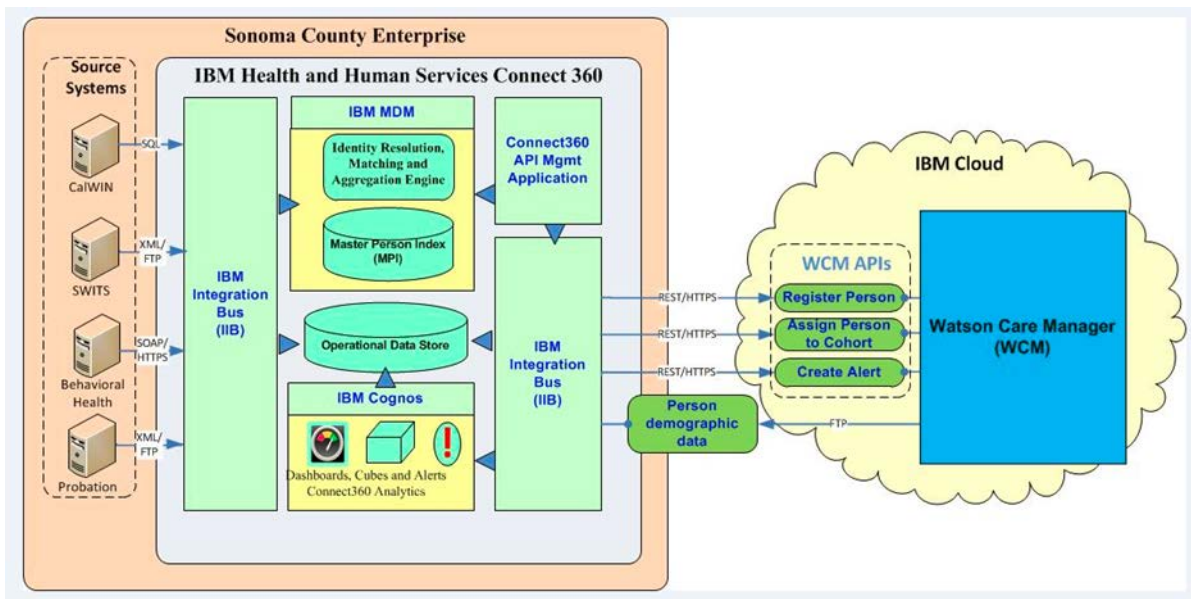
The IBM Statement of Work: 1) sets forth the overall requirements of the Rapid Prototype project including the project scope; 2) defines the "use cases" and business functionalities as established by a visioning team consisting of Safety Net Department staff; 3) provides an overview of the Rapid Prototype architecture and source systems; 4) defines the IBM generated reports; 5) establishes IBM

and County responsibilities related to project implementation; and 6) provides the project schedule and cost of system configuration, implementation, and software.

The system architecture as described in the Statement of Work and Figure 1 below includes the following components: 1) IBM Connect 360 Master Data Management Patient Hub consolidating client records from specified Safety Net Department source systems and storing the data at the Sonoma County Data Center; 2) Watson Care Manager cloud-based software to be utilized by the Multi-Disciplinary team for collaborative case management of Safety Net clients; and 3) Secure connection between on premise Master Data Management Patient Hub and Watson Care Manager cloud-based user interface.

The County’s Information Systems Department Systems and Programming Division has played a critical role in working with the pilot Safety Net Departments as well as their software support staff and vendors to extract the appropriate client data for the Connect 360 Master Data Management Patient Hub.

The Information Systems Department Technical Services Division is working with IBM to ensure technical requirements of hosting the on premise solution meet appropriate security and support guidelines.



(Figure 1)

In addition to working closely with the Information Systems Department, the Safety Net Departments have been working with Privacy, County Counsel and outside legal counsel to address privacy and confidentiality issues. That work will continue alongside IBM’s development of the software. The Department has also worked with other counties who have implemented similar data sharing solutions with IBM.

The Statement of Work and Cloud Services Agreement term will begin upon execution of the agreements by the parties and ends 120 days after the project start date as defined in Section 7 of the Statement of Work. The Rapid Prototype system “Go Live” date will be approximately 90 days after the project start date.

The total costs of the Rapid Prototype implementation including labor and software costs is \$1,197,082, consisting of IBM labor and materials costs related to system implementation under the Statement of Work totaling \$1,043,047, the Master Data Management Patient Hub software totaling \$53,235, and the Cloud Services Agreement for Watson Care Manager software totaling \$100,800. The Rapid Prototype project will be funded as follows: Department of Health Services (\$247,082); Human Services Department (\$250,000); Probation Department (\$150,000); Santa Rosa Memorial Hospital Foundation (\$300,000); and Whole Person Care Systems Funding (\$250,000).

The procurement of the IBM Statement of Work is pursuant to and under the National Cooperative Purchasing Alliance Master Contract #NCPA 01-67 with IBM dated December 7, 2016. The National Cooperative Purchasing Alliance is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. The National Cooperative Purchasing Alliance utilizes procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. The National Cooperative Purchasing Alliance works with a lead public agency, who competitively solicits master purchasing contracts. The County of Sonoma is a qualified public agency as defined in the National Cooperative Purchasing Alliance contract.

**Prior Board Actions:**

On December 5, 2017 the Board 1) received a report on the activities underway to address the Board of Supervisors priority to Secure the Safety Net and 2) adopted a resolution approving the county Safety Net Departments and Community Develop Commission to strengthen coordinated, client-centered care delivery strategies and develop an information hub to facilitate successful implementation of disaster rapid response efforts, ACCESS Sonoma County, and Whole Person Care projects.

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

The development and deployment of the IBM Master Data Management Patient Hub and Watson Care Manager interface will provide a global view of the client that accounts for his/her multiple needs allowing for coordinated front-end referrals and service delivery across the Safety Net Departments with the goal of improved client well-being, self-sufficiency, and recovery.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	0		
Additional Appropriation Requested	1,197,082		
<b>Total Expenditures</b>	<b>1,197,082</b>	<b>0</b>	<b>0</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	250,000		
Fees/Other	700,000		
Use of Fund Balance	247,082		
Contingencies			
<b>Total Sources</b>	<b>1,197,082</b>	<b>0</b>	<b>0</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
Funding of \$1,197,082 for the IBM agreements will be funded as follows: Department of Health Services (\$247,082), Human Services Department (\$250,000), Probation Department (\$150,000), Santa Rosa Memorial Hospital Foundation (\$300,000), and Whole Person Care Systems Funding (\$250,000).			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
Each of the Safety Net Departments have committed staff to the Multi-Disciplinary Team which shall be available and co-located with IBM for the duration of the project and, Monday through Friday at least 50% of their time, to provide information regarding County programs, policies, and business needs; County technology environment; and confidentiality, privacy, authorization and consent.			
<b>Attachments:</b>			
IBM Statement of Work, IBM Cloud Services Agreement, budgetary adjustment resolution			
<b>Related Items "On File" with the Clerk of the Board:</b>			
National Cooperative Purchasing Alliance Administration Agreement			

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# Statement of Work

for Rapid Prototype for ACCESS Sonoma County

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This Statement of Work (“SOW”) is dated \_\_\_\_\_ and executed under the National Cooperative Purchasing Alliance (“NCPA”) Contract, Contract #NCPA 01-67 dated December 7, 2016 (“Contract”) between International Business Machines Corporation (“Contractor”) and County of Sonoma (“CoS” or “County”). In the event of a conflict between the terms of the Contract and the terms of this SOW, the terms of this SOW shall govern.

## 1. Project Background

The County has embarked upon a project to create a rapid prototype to support the ACCESS Sonoma County initiative (“Rapid Prototype” or “Project”) to address the needs of the most vulnerable residents who are often high or multi-need utilizers of County safety net services. The Project is specifically designed to identify and coordinate services for individuals who face multiple challenges in key life areas such as homelessness or housing insecurity, mental health and substance use challenges, economic vulnerability, chronic physical health, or other issues related to County safety net services provided by the departments of Health Services, Human Services Probation, Community Development Commission, and Child Support Services (“Safety Net Departments”).

Initial program participants are individuals from the population of persons affected by the recent Sonoma Complex Fires who are currently, or have recently been, housed in County shelters and who are now utilizing or in need of safety net services. Program participation will be expanded to include other individuals identified as utilizing or in need of services across Safety Net Departments. This will include individuals who are also high cost and high utilizers of physical health services who frequently present in hospital emergency rooms throughout the County for acute care services.

The Rapid Prototype will enable the formation and coordination of multi-disciplinary teams (MDT). Each MDT will be comprised of staff across the Safety Net Departments including case workers, eligibility workers, clinicians, probation officers and other direct service providers working with an MDT coordinator to establish care plans for program participants. To support this effort the Contractor and the County will work collaboratively to create the Rapid Prototype by:

1. linking information from various siloed County departments, program offices or other data sources to establish a Master Data Management (“MDM”) record for program participants in an integrated information hub,
2. developing, configuring and deploying the Rapid Prototype to support the MDT’s,
3. creating reports and analytics to support the identification of cohorts of program participants, analysis of data in the system to improve service delivery by the County, and identification of new services.

The aim of the Rapid Prototype is to develop and deploy enabling technology to make MDTs more effective in coordinating and collaborating across Safety Net Departments to help program participants improve their well-being, self-sufficiency, and recovery. For each program participant the outcome is more than a care plan, it's a life plan to help participants access the Safety Net system in a coordinated way and move through it to improved life outcomes.

## 2. Project Scope

The County and the Contractor have identified needed system features that will be deployed in multiple phases starting with a 90-day Rapid Prototype Project. The Rapid Prototype is designed to deploy a useful system with minimal features that will aid MDT's in addressing the needs of the first identified cohort, identified as pre/post-fire homeless or precariously housed who are currently, or were recently, housed in County shelters.

The Contractor will deliver technology that supports coordinated service delivery in accordance with the use cases for the Rapid Prototype listed in [Table 1, System Use Cases](#) below (the "System Use Cases"), scenarios, stories and requirements. Contractor will assist in validating functional and technical requirements, installing and configuring Commercial-Off-The-Shelf ("COTS") software listed in Exhibit A Bill of Materials, and establishing interfaces for additional sources as described in Section 4, Technical Solution.

## 3. WPW Use Cases and Requirements for Business Functionality

The following table specifies the System Use Cases that define the planned functionality for the Rapid Prototype implementation. Additional analysis about the System Use Cases and related functional requirements are found Exhibit B, System Use Cases in an Excel spreadsheet format where requirements are cataloged into separate worksheets corresponding to each set of functionality.

The system functionality identified in the System Use Cases that the Contractor will deliver during the Project is listed below and will be further defined and validated in Functional Specifications at the start of the Project.

**Table 1, Rapid Prototype System Use Cases**

System Use Case No.	Title	Description
SUC-01	Search and retrieve customer information	Enter key client information, search MDM for matches and returns scored matches
SUC-02	Create a new person record	Create a new person record by entering key demographic information for the client
SUC-03	Register a person	Process of adding a program to the client. Doing so informs the programs the individuals are participating in, in the system
SUC-04	Perform Guided/Scripted interview	List of questions supported by analytics to consistently capture information

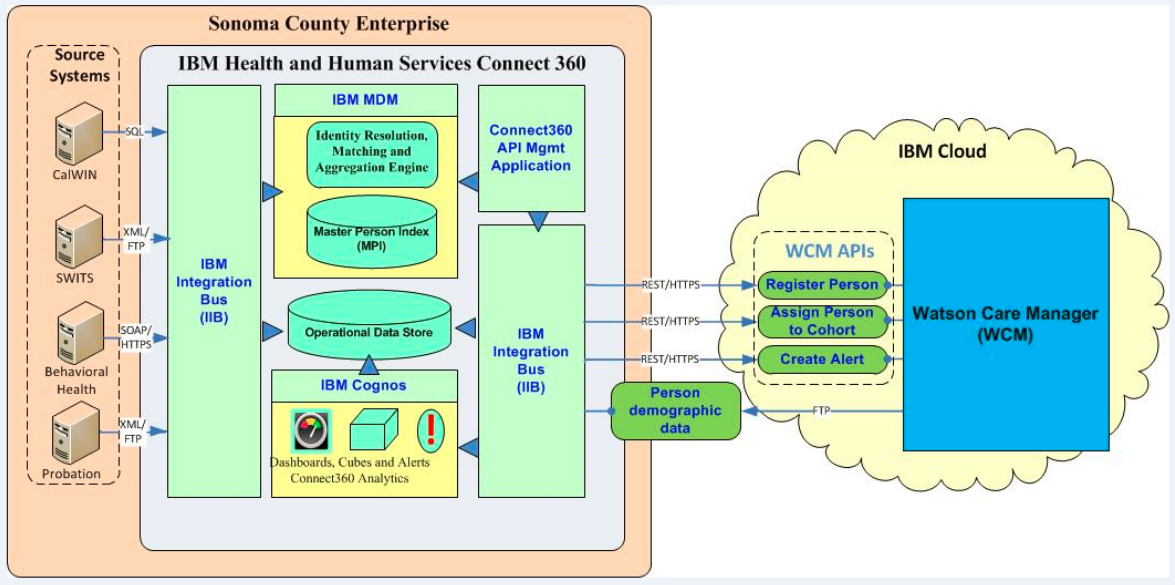
System Use Case No.	Title	Description
SUC-05	Establish multi-discipline team	<p>Create a Multi-disciplinary team based on the providers delivering services to the client. Includes sub cases for:</p> <ul style="list-style-type: none"> <li>• Adding existing care team members to the client</li> <li>• Add care team member who is not registered in the system (such as a family member)</li> <li>• Remove care team member from the client</li> <li>• Manage misc. tasks for care team members</li> </ul>
SUC-06	Complete assessments and questionnaires	List of guided questions that help to identify the needs and strengths of the client and provide direction regarding appropriate services
SUC-07	Create/Edit Care Plans	<p>Plan for the individual focused on improving their current situation and outcomes. Includes sub cases for:</p> <ul style="list-style-type: none"> <li>• Add a goal</li> <li>• Add an activity</li> <li>• Add a service</li> <li>• Select a provider for a service</li> <li>• Add a barrier</li> </ul>
SUC-08	Create/send/receive referrals	Search for providers based on services and create a task in the system (referral) with key client information
SUC-09	Manage Client and Care Plan	<p>Maintain and update client data, narrative, and care plan information. Includes sub cases for:</p> <ul style="list-style-type: none"> <li>• Capture notes (notes, touchpoints, history)</li> <li>• Capture progress against care plan activities</li> <li>• Manage client data</li> <li>• Manage care plan activities</li> <li>• Share the care plan</li> </ul>
SUC-10	Access of Multi-Program Data on 360 Dashboard	Screen containing the complete information of the client with categories that can be expanded or collapsed
SUC-11	Create reports and analytics including canned reports, saved reports, and adhoc reports	
SUC-12	Capture Consent	Documentation that the client has agreed to share information within the providers within the program



System Use Case No.	Title	Description
SUC-13	Screening	This is optional for the pilot as the population is already identified and will be part of the program
SUC-14	View 360 Dashboard	Screen containing the complete information of the client with categories that can be expanded or collapsed

#### 4. Technical Solution

Figure 1, Rapid Prototype Architecture illustrates the main components of the Rapid Prototype System.



**Figure 1, Rapid Prototype Architecture**

A description of the Physical Layout of servers and other items that require coordination between Contractor and the County Information Services Department (“ISD”) are described in Appendix C, TECHNICAL SETUP INFORMATION FOR ACCESS SONOMA COUNTY PILOT PROJECT. Appendix C is a living document predicated on active discussions between the parties that may be updated from time to time by mutual consent of the County and Contractor Program Managers.

The following table specifies the source systems planned to be integrated in Connect 360 in the IBM MDM Master Person Index. These will be implemented by order of the sequence listed during the Rapid Prototype implementation, subject to allocated cost and schedule constraints.

**Table 2: Rapid Prototype Source Systems**

Source System	Description
CalWIN (Customer)	Social Services (e.g., CalWORKs, Food Stamps, Medi-Cal, General Assistance, Foster Care, and Employment Services) eligibility and benefits determination, customer correspondence, reports, and case management
SWITS	Alcohol and Drug Services case management and outcome measurement system

Avatar	County Behavioral Health system
HMIS	Housing information system (including VISPDAT data?)
IJS	County Probation system
DCSS	Child Support Services system

County and Contractor will work collaboratively to define the data map of elements for each Source System that will be implemented during the Rapid Prototype. Additional data elements may be added at a later date through future projects by Contractor and the County or through the designated Change Management Process for the Project.

Data cleansing of data received from the Source Systems is the sole responsibility of the County and is not a Contractor responsibility. Multiple iterations of data loading that does not conform to the agreed upon data formats shall be subject to the Change Management Process for the Project according to the impact of the iteration.

Contractor shall deliver the following number of reports to meet the reporting needs of the Rapid Prototype according to the Criteria listed in Table 3, Report Complexity:

- 3 Simple Reports
- 0 Medium Reports
- 3 Complex Reports

**Table 3, Report Complexity**

Type of Report	Criteria
<b>Simple Reports</b>	<p><b>Simple reports meet the following criteria:</b></p> <ul style="list-style-type: none"> <li>• Single query of no more than eight entities from a single source.</li> <li>• Up to four user prompts and filters.</li> <li>• Columnar listing of up to 15 attributes which can include Cognos Report-based calculations and derived attributes.</li> <li>• Up to four groupings and subgroupings allowed.</li> </ul> <p>Note: 'Simple' reports do NOT meet any of the 'Medium' or 'Complex' criteria.</p>
<b>Medium Reports</b>	<p><b>Medium reports meet one or more the following criteria:</b></p> <ul style="list-style-type: none"> <li>• Up to five queries of no more than eight entities each from a single source.</li> <li>• Multiple sections or multi-query output.</li> <li>• Matrix or cross-tab reports of up to 15 attributes.</li> <li>• Updates to metadata or the Cognos Framework to create calculations and derived attributes.</li> <li>• Use of visualizations.</li> <li>• Modifications to Cognos Security model required.</li> </ul> <p>Note: A report created by cloning and making minor changes to an existing Medium report will be a Simple report. Medium reports do NOT meet any of the 'Complex' criteria.</p>

<b>Complex Reports</b>	<p><b>Complex reports meet one or more of the following criteria:</b></p> <ul style="list-style-type: none"> <li>• Queries including multiple sources.</li> <li>• Conditional formatting or compliance with pre-defined document structures.</li> <li>• Data modeling and metadata definition. Extensive updates to the Cognos Framework, including new hierarchies and dimensional modeling.</li> <li>• Special security controls outside of the Cognos role-based security base configuration.</li> <li>• Statistical computation or advanced mathematical expressions; use of predictive analytics or data mining routines.</li> <li>• Use of customized visualizations.</li> </ul> <p>Note: A report created by cloning and making minor changes to an existing Complex report will be a Simple report.</p>
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Data cubes or dashboards may be substituted for reports of equal complexity by mutual consent of the Contractor and County Program Managers.

**5. Contractor Responsibilities**

**5.1. Project Management Responsibilities**

Contractor shall be responsible for project management artifacts required during the Project such as project workplan, change request management, risk identification and management, issue management, and Project status reporting and communications. Contractor is also responsible to provide the following:

- **Project Manager:** Contractor’s Project Manager is responsible for managing the Contractor team to complete required Contractor tasks and deliverables in the timeframes identified in the Project Workplan that has been accepted by the County, and that meet the requirements identified in this Agreement. Contractor Project Manager shall be available to the County Project Manager during County business hours: 8:00 AM until 5:00 PM Pacific Time, Monday through Friday. Contractor shall provide a schedule detailing the amount of time Contractor Project Manager shall work on-site at County facilities.
- **Contractor Staff Roles:** Contractor project staff shall be available to participate in project-related meetings as scheduled by the County. County may schedule these meetings, in advance, and Contractor shall provide staff as needed. However, if Contractor determines that a meeting called by County may negatively impact the schedule/cost of the project, Contractor’s Project Manager shall notify County in writing prior to the commencement of the meeting. Meetings and attendees shall be mutually agreed upon. Contractor project staff shall be available during County business hours: 8:00 AM until 5:00 PM Pacific Time, Monday through Friday. Contractor personnel may work at offsite locations.

## 5.2. Project Deliverables

### 5.2.1. Deliverable Expectation Documents (DED)

Prior to the acceptance by County of a Milestone Deliverable, and so that Contractor more fully understands the County’s requirements, Contractor and County may complete a Deliverables Expectation Document (DED) subject to mutual consent and acceptance. The primary content of each Milestone Deliverable and Work Product are outlined in this SOW as Appendix A, Milestone Deliverable Guidelines and Appendix B Work Product Guidelines respectively and is not superceded by the content of a DED except by mutual consent.

DED’s are not required for Work Products, but may be used by mutual consent between Contractor and the County when deemed appropriate. DED’s for Work Products are not subject to formal approval.

### 5.2.2. Milestone Deliverables and Work Products

The following Milestone Deliverables (MDs) and Work Products (WPs) shall be delivered in accordance with the agreed upon Project Workplan. MDs and WPs will be developed incrementally in collaboration with the County using iterative Agile techniques.

**Table 4: Project Milestone Deliverables and Work Products by Task**

Task	Name	Type	Frequency	Timing
Task 1: Project Initiation and Planning	WP 1: Project Kick-off Presentation	WP	Once	Start of project
	<b>MD 1:</b> Project Management Plan	MD	Not required for Pilot	N/A
	<b>MD 2:</b> Project Workplan	MD	Once	Within 20 business days of start of Pilot
	WP 2: Monthly Project Status Reports	WP	Monthly	Monthly
	WP 3: System Design and Development Strategy	WP	Not required for Pilot	N/A
	WP 4: Master Testing Strategy	WP	Not required for Pilot	N/A
Task 2: Requirements and System Design	WP 5: Requirements Validation and Requirements Traceability Matrix	WP	Once per sprint	Start of each sprint
	<b>MD 3:</b> Functional Design	MD	Once per sprint	End of each sprint
	WP 6: System Architecture	WP	Once	Within 20 business days of

Task	Name	Type	Frequency	Timing
				start of Pilot
	<b>MD 4:</b> Technical Design Document	MD	Once per sprint	End of each sprint
Task 3: Development	WP 7: Data Integration and Synchronization Plan	WP	Not required for Pilot	N/A
	<b>MD 6:</b> Configured and Developed System ready for System Integration Testing	MD	Once per sprint at end of sprint	End of each sprint
	WP 8: System Maintenance, Support, and Transition Plan	WP	Not required for Pilot	N/A
Task 4: Testing	<b>MD 5:</b> Test Plan including Test Scenarios, Test Cases, and Test Scripts for SIT and UAT	MD	Once per sprint	End of each sprint
	<b>MD 7:</b> System Integration Testing Completion	MD	Once per sprint	End of each sprint
	<b>MD 8:</b> Completed Detailed Requirements Traceability Matrix	MD	Once per sprint	End of each sprint
	<b>MD 9:</b> UAT Completion	MD	Once	After UAT completion
Task 5: Training	WP 9: Training Plan	WP	Not required for Pilot	N/A
	WP 10: Training Curricula and Materials	WP	Once	End of Pilot
	<b>MD 10:</b> End-User Training Completion	MD	Once	End of Pilot
Task 6: Deployment	WP 11: Deployment Plan	WP	Not required for Pilot	N/A
	WP 12: System Document and Custom Code	WP	Once	After Go Live
	<b>MD 11:</b> Go Live Checklist and Readiness	MD	Once	After UAT
Task 7: Transition to M&O	<b>MD 13: Transition Plan</b>	MD	Not required for Pilot	N/A
Task 8: Project Closeout	<b>MD 14:</b> Project Closeout Document	MD	Once	End of Pilot

## 6. County Responsibilities

County responsibilities for this SOW include:

- County personnel will be invited to any project meetings, including:

- Project planning sessions
  - Requirements gathering/clarification sessions
  - Architectural review sessions
  - Sprint scrum meetings
  - Deliverable review meetings
  - Project status meetings
- County may create and execute additional test cases, if required, as part of the overall test plan and as part of deliverable acceptance. If additional scripts are required, the County and IBM project managers or technical team will review for relevance.
  - A mutually agreed upon number of workspaces at a County facility shall be selected by the County for the Contractor Project Team during the project. If the County requires additional on-site work by Contractor, the County shall attempt to locate additional space for the Contractor team. County provided workspaces shall include work surface, chair, and internet access. With prior approval, Contractor may use the workspaces after regular business hours to meet project deadlines. Conference rooms shall be available for use through a scheduler or reservation system.
  - As needed, provide and pay for background checks, badges, or other prerequisites for Contractor employees who require access to County facilities or access to specific data sets.
  - County is responsible for making policy, practice and business process decisions to support the project workplan. For example, provide content such as interview scripts, assessments, screenings, etc.
  - As needed, provide County specific technical and program/business process Subject Matter Experts (SMEs) from the County team.
  - Provide sufficient SME's capable of rendering timely answers (business decisions) to Contractor within 2 business days unless otherwise agreed to in writing.
  - Establish and provide a list of Rapid Prototype users mapped to user roles, with the responsibilities that they should be assigned, based on the data access model established during the Project.
  - Provide and maintain the SSO solution to support identity management and authentication management for County users.
  - As needed, provide resources to participate in transition activities of the Rapid Prototype system after Go Live.
  - As needed, provide resources for application support after Go Live.
  - As needed, work with third- party source system organizations identified to be implemented in the Rapid Prototype.
  - County is responsible for all infrastructure environments. Modifications to the technical infrastructure are not part of this SOW.
  - County will assist in coordinating access to all environments as needed.
  - County is responsible for the network and source system performance.

### 6.1. County Project Management Responsibilities

The County shall coordinate overall project management responsibilities and retain acceptance and approval authority.

The Rapid Prototype Project shall establish a governance structure in order to provide direction and implement policy and practice changes that may cross County business lines. The following roles and responsibilities highlight County contract management activities:

- County Executive Sponsors. Responsible for the top level of program review and approval.
- County Executive Steering Committee. Responsible for approving, if needed, contract change orders prior to execution by Purchasing and Contracting.
- Program Manager. Responsible for project and Contract oversight, which shall be a shared role between the IT Lead and the Assistant Department Head for the Department of Health. Project oversight responsibilities include overseeing that both the Contractor and County teams are complying with Contract(s) requirements with respect to following processes, providing adequate staffing, adhering to the schedule for contract deliverables, and applying diligence in the review and acceptance of milestone deliverables. The Program Manager has final authority for the acceptance of Milestone Deliverables. The Program Manager shall be the point to approve payments to Contractor. The Program Manager is also the first escalation point for the Contractor should issues arise that cannot be resolved by the project team.
- Project Manager. Responsible for the coordination of Contractor and County staff, and acting as primary liaison for the County in obtaining resources required to be provided in connection with the project. The Project Manager shall be responsible for the overall coordination of the County-Contractor Project Team. The Project Manager shall ensure that the Project governance and reporting structure are complied with and that issues are resolved – either through direct resolution with the Contractor’s Project Manager or through a defined escalation process to be determined. The Project Manager is also responsible for the preparation and documentation of County-generated project deliverables.

County shall work in a collaborative manner with Contractor to provide the required business resources to support all phases of the project. The County is responsible for providing business resources required based upon the agreed upon Project Workplan.

County shall adhere to the Project Workplan, requirements, and criteria in the DEDs, if applicable.

The County shall be responsible for the coordination and management of County staff and County contracted staff identified by Contractor as required to perform tasks to support the Project based on this agreement.

County Multi-disciplinary Team SMEs shall be available and colocated with Contractor for the duration of the Agreement, Monday through Friday at least 50% of their time, to provide information regarding County programs, policies, and business needs; County technology environment; and confidentiality, privacy, authorization and consent.

The County shall be responsible for performing Quality Assurance (QA) reviews throughout the period of the contract in accordance with this agreement. Contractor shall cooperate with the County, or County designated QA Contractor, in carrying out its project QA efforts.

If Contractor fails to meet its timeframe commitment for responding to County or the County, County and/or the County shall notify the Contractor Project Manager of an issue with a timely response.

## 6.2. County Software Responsibilities

County shall ensure the following activities occur:

- Provide Contractor access to development environments or alternative method to access environments for County software as may be needed throughout the Project.
- Provide Tier1 Helpdesk support.
- As needed, provide training development software licenses for use by the Contractor training developers, if required.
- As needed, provision or maintain County browsers, POS, terminals, smartphones or other mobile devices, or peripherals, as required, and maintain the security, software, or hardware for these specific components.
- As required by the Contractor, provide or make available existing documentation from the new source systems being added for the Project.
- Provide third-party agreements and management of third-parties as may be needed to ensure the timely execution of the approved MD 2, Project Workplan where Contractor or County dependencies exist on such third-parties.
- Perform system administration tasks within the Project that might be required to take the system live such as maintaining a list of active Rapid Prototype users.

## 6.3. County Data Responsibilities

County shall ensure the following activities occur:

- Provide Contractor with the outbound data formats for each source system as well as data models and data dictionaries where available, or if not available, provide a SME who can provide similar information in compliance with the Project Workplan.
- If data is not accessible through a direct interface, direct the appropriate third party subcontractors, responsible for maintaining the source systems, to provide the data extracts to allow Contractor to perform the data mapping for the Rapid Prototype System.
- Expose data through an API and/or enable connectivity to legacy source system data.
- Data validation, data cleansing, and reconciliation of data quality issues
- Identify and provide data governance controls to Contractor.
- Mapping the data elements required to satisfy the County's Rapid Prototype requirements to the source (legacy) systems and providing that mapping to Contractor.
- Provide support and guidance in how to properly extract data from legacy source system data tables according to the MD2, Project Workplan.

## 6.4. County Testing Responsibilities

County shall ensure the following activities occur:

- Identify and assign testing responsibilities to Rapid Prototype users who are involved with testing throughout the various phases of testing.



- Provide resources, per the Project Workplan, for System Integration Test (SIT) and User Acceptance Test (UAT) execution efforts.
- Provide sample files to Contractor for the purpose of populating test environments (to execute test scripts), as well as for simulation testing of interfaces.
- Provide clarification on any business scenarios so that Rapid Prototype functionality can be tested from end-to-end during SIT and/or UAT.
- Be responsible for UAT Logistics, including and scheduling the testers' availability and preparing the facilities for testing.
- Identify the required County resources, including locations, to support UAT activities.
- During UAT, provide County end-users to compare the System's functionality, features, and performance to the County's System Requirements Documents, Design documents and County documented UAT exit criteria and identify deviations/omissions.

### 6.5. County Training Responsibilities

If applicable, the County shall ensure the following activities occur:

- Provide appropriately skilled SMEs for training coordination. Identify and make available County's SMEs, according to the Project Workplan, to provide policy and practice support during the training sessions at the County discretion.
- Attend Training Dry Runs to validate the content and provide feedback for each phase prior to end user training delivery.
- Participate in the development of training plans and materials.
- Assume training responsibilities for the content of each Phase after acceptance of Go Live of that Phase.
- Assume responsibility for training materials updates after each Go Live, except that Contractor shall provide updates related to defect correction that is Contractor's responsibility.
- Identify end users to be trained, map end users to WPW roles, and enroll end users in training.
- Enroll students for classes for Instructor Led Training (ILT) based on definitive list of classes and agreed upon Project Workplan. No additional sessions shall be provided by Contractor to accommodate users who did not attend the scheduled training nor can this alone be the criteria for non-Acceptance of the End User Training Completion.
- Provide training facilities, if available, and coordinate with Contractor how to identify and reserve County training facilities.
- Provide input regarding person-centered service delivery, relevant County policies, and information regarding County business processes for use in the Rapid Prototype User's Manual and training material.
- The County is responsible for the cost of duplication, binding, assembly and shipping of the materials used for training delivery.
- Provide a Learning Management System (LMS) to host Web-Based Training (WBT) training content and track online training enrollments and completions; if possible, the same scheduling, enrollment, and completion tracking system shall be used for both Web-Based Training and Instructor Led Training.

- Post published courseware to the LMS or web-server for content testing and training delivery.
- In the case where both Contractor and the County agree that VLS training (virtual) shall be conducted in lieu of some of the ILT training, the VLS training shall be conducted using a webinar tool and licenses available from and hosted by the County.
- UAT Testers shall use the WBTs to prepare for system testing activities.
- The County shall provide an online survey tool and platform to be used for online training evaluations.
- As part of the County's Organizational Change Management, identify a plan to motivate and engage WPW users to learn about and use the Pilot system and complete the training, including distribution of reminders, tips for using WPW, System short cuts, etc.

#### 6.6. County Organizational Change Management Responsibilities

If applicable, the County shall ensure the following activities occur:

- The County shall be responsible for Organization Change Management for the Rapid Prototype.
- The County shall perform Site readiness assessment completed as part of the Readiness Review.

## 7. Project Schedule

The project start date is no more than four (4) weeks from the date the contract is signed by both parties, or another mutually agreed upon date. The project end date is approximately 120 days from the project start date, or another mutually agreed upon date per the approved Project Workplan. Go Live of the Pilot System is estimated to be approximately 90 days after the project start date. Following is an estimated schedule using an estimated project start date of April 2, 2018.

**Figure 2, Estimated Project Workplan**

ID	WBS	Task Name	Duration	Start	Finish	April 2018	May 2018	June 2018	July 2018
1	1	ACCESS Sonoma Pilot	84 days?	Mon 4/2/18	Mon 7/30/18	[Gantt bar spanning from Mon 4/2/18 to Mon 7/30/18]			
2	1.1	Start ACCESS Sonoma Pilot	0 days	Mon 4/2/18	Mon 4/2/18	[Gantt bar at Mon 4/2/18]			
3	1.2	Task 1: Project Initiation and Planning	69 days?	Mon 4/2/18	Mon 7/9/18	[Gantt bar spanning from Mon 4/2/18 to Mon 7/9/18]			
4	1.2.1	MD 1: Project Management Plan (PMP)	1 day?	Mon 4/2/18	Mon 4/2/18	[Gantt bar at Mon 4/2/18]			
6	1.2.2	MD 2: Project Workplan	25 days	Mon 4/2/18	Fri 5/4/18	[Gantt bar spanning from Mon 4/2/18 to Fri 5/4/18]			
27	1.2.3	WP 1: Project Kick-off Presentation	11 days	Mon 4/2/18	Mon 4/16/18	[Gantt bar spanning from Mon 4/2/18 to Mon 4/16/18]			
34	1.2.4	WP 2: Monthly Status Reports	69 days	Mon 4/2/18	Mon 7/9/18	[Gantt bar spanning from Mon 4/2/18 to Mon 7/9/18]			
41	1.2.5	WP 3: System Design and Development Strategy	0 days	Mon 4/2/18	Mon 4/2/18	[Gantt bar at Mon 4/2/18]			
43	1.2.6	WP 4: Master Testing Strategy	0 days	Mon 4/2/18	Mon 4/2/18	[Gantt bar at Mon 4/2/18]			
45	1.3	Task 2: Requirements and Design	35 days	Mon 4/2/18	Fri 5/18/18	[Gantt bar spanning from Mon 4/2/18 to Fri 5/18/18]			
46	1.3.1	WP 6: System Architecture	35 days	Mon 4/2/18	Fri 5/18/18	[Gantt bar spanning from Mon 4/2/18 to Fri 5/18/18]			
58	1.3.2	WP 5: Requirements Validation and RTM	35 days	Mon 4/2/18	Fri 5/18/18	[Gantt bar spanning from Mon 4/2/18 to Fri 5/18/18]			
113	1.4	Task 3: Development	69 days	Mon 4/2/18	Mon 7/9/18	[Gantt bar spanning from Mon 4/2/18 to Mon 7/9/18]			
114	1.4.1	WP 7: Data Integration and Synchronization Plan	35 days	Mon 4/2/18	Fri 5/18/18	[Gantt bar spanning from Mon 4/2/18 to Fri 5/18/18]			
125	1.4.2	WP 8: System Maintenance, Support and Transition Plan	65 days	Mon 4/2/18	Mon 7/2/18	[Gantt bar spanning from Mon 4/2/18 to Mon 7/2/18]			
140	1.4.3	Perform ACCESS Sonoma Pilot Sprints	69 days	Mon 4/2/18	Mon 7/9/18	[Gantt bar spanning from Mon 4/2/18 to Mon 7/9/18]			
274	1.5	Task 4 - Testing	74 days?	Mon 4/2/18	Mon 7/16/18	[Gantt bar spanning from Mon 4/2/18 to Mon 7/16/18]			
275	1.5.1	MD 9: UAT Completion	74 days?	Mon 4/2/18	Mon 7/16/18	[Gantt bar spanning from Mon 4/2/18 to Mon 7/16/18]			
306	1.5.2	Optionally conduct Performance Tests	5 days	Mon 6/11/18	Fri 6/15/18	[Gantt bar spanning from Mon 6/11/18 to Fri 6/15/18]			
321	1.6	Task 5: Training	84 days	Mon 4/2/18	Mon 7/30/18	[Gantt bar spanning from Mon 4/2/18 to Mon 7/30/18]			
322	1.6.1	WP 9: Training Plan	0 days	Mon 4/2/18	Mon 4/2/18	[Gantt bar at Mon 4/2/18]			
324	1.6.2	WP 10: Training Curricula and Materials	56 days	Mon 4/2/18	Tue 6/19/18	[Gantt bar spanning from Mon 4/2/18 to Tue 6/19/18]			
341	1.6.3	MD 10: End-User Training Completion	68 days	Tue 4/24/18	Mon 7/30/18	[Gantt bar spanning from Tue 4/24/18 to Mon 7/30/18]			
371	1.7	Task 6: Deployment	83 days	Mon 4/2/18	Fri 7/27/18	[Gantt bar spanning from Mon 4/2/18 to Fri 7/27/18]			
372	1.7.1	WP 11: Deployment Plan	0 days	Mon 4/2/18	Mon 4/2/18	[Gantt bar at Mon 4/2/18]			
374	1.7.2	WP 12: System Document and Custom Code	25 days	Fri 6/15/18	Mon 7/23/18	[Gantt bar spanning from Fri 6/15/18 to Mon 7/23/18]			
384	1.7.3	MD 11: Go Live Checklist and Readiness	30 days	Fri 5/18/18	Fri 6/29/18	[Gantt bar spanning from Fri 5/18/18 to Fri 6/29/18]			
402	1.7.4	MD 12: Go Live for Pilot Release	40 days	Fri 6/1/18	Fri 7/27/18	[Gantt bar spanning from Fri 6/1/18 to Fri 7/27/18]			
462	1.8	Create and deploy CalWIN interface	80 days	Mon 4/2/18	Tue 7/24/18	[Gantt bar spanning from Mon 4/2/18 to Tue 7/24/18]			
504	1.9	Create and deploy SWITS interface	80 days	Mon 4/2/18	Tue 7/24/18	[Gantt bar spanning from Mon 4/2/18 to Tue 7/24/18]			

## 8. Estimates

Labor services will be invoiced on a time and materials basis, inclusive of all costs unless otherwise agreed in writing, at the end of each month for hours worked that month and documented in the monthly status report. The monthly status report will also contain a cumulative total of hours consumed against the total hours estimated in the table below. Contractor is only authorized to work up to the estimated total price regardless of Completion Criteria, Exit Criteria, or Warranties; the change control process will be utilized should additional funding be required. Hours will be invoiced in accordance with the following table:

**Figure 3, Labor Rates and Estimated Hours and Pricing and Software**

Bill Rate	Positions	Estimated Hours	Estimated Price
375	Delivery Executive	12	\$ 4,500.00
375	Program Manager	142	\$ 53,250.00
325	Project Manager	260	\$ 84,500.00
165	Sr. Project Administrator	15	\$ 2,475.00
96	Project Administrator	62	\$ 5,952.00
375	Architect Lead/Enterprise Solution Architect	130	\$ 48,750.00
325	Architect	260	\$ 84,500.00
165	Data Security and Privacy Specialist	40	\$ 6,600.00
186	DBA	130	\$ 24,180.00
175	System Administrator	-	\$ -
305	Lead BA	420	\$ 128,100.00
275	Sr. Business Analyst	-	\$ -
217	Business Analyst	-	\$ -
305	Development Lead	-	\$ -
338	Sr Watson Care Manager Development Lead	440	\$ 148,720.00
338	Sr Watson Care Manager Integration Developer	200	\$ 67,600.00
338	Sr Watson Care Manager Report Developer	80	\$ 27,040.00
217	Watson Care Manager Developer	-	\$ -
217	Data Warehouse Developer	-	\$ -
217	MDM Developer	-	\$ -
137	Sr. Programmer	780	\$ 106,860.00
120	Programmer	820	\$ 98,400.00
262	Lead Tester	130	\$ 34,060.00
217	Sr. Tester	-	\$ -
135	Tester	-	\$ -
96	Jr. Tester	520	\$ 49,920.00
328	Training Lead	60	\$ 19,680.00
218	Training Developer	220	\$ 47,960.00
		4,721	\$ 1,043,047.00



**International Business Machines Corporation**  
*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*



Quotation Number: 17922800  
 IBM Contact: Paul E. Giarrusso  
 Phone Number: 1-949-742-4888

Quote Effective Date: 21-Feb-2018  
 Quote Expiration Date: 31-Mar-2018

IBM Site Number 3902869

IBM Customer Number: 2239353

Customer:  
 Attn: Nora Mallonee-Brand  
 COUNTY OF SONOMA  
 3324 CHANATE RD  
 SANTA ROSA CA 95404-1708  
 UNITED STATES

Monthly Licensing				
Item	Part Number		Rate	Total Commit Value
IBM InfoSphere Master Data Management Patient Hub - Standard Edition Resource Value Unit Monthly License 001 D19E9LL Quantity: 500 Unit Price: 106.47 Billing Frequency: Annual Total Term: 12 Months  Renewal for this subscription: Autorenew for 12 Months				
			53,235.00	53,235.00

IBM Customer Number: 2239353

Page 2 of 3



Monthly Licensing				
Item	Part Number		Rate	Total Commit Value
IBM acceptance of the order is subject to credit approval.			<b>Monthly Licensing Total</b>	<u><b>53,235.00</b></u>
Applicable tax will be recalculated at the time of order processing.				
Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.				
			<b>Subtotal in USD:</b>	<b>53,235.00</b>
			<b>Total in USD:</b>	<b>53,235.00</b>

IBM Customer Number: 2239353

Page 3 of 3

Quotation Number 17916949 for Watson Care Manager Software as a Service is shown below. The 12 month term of the IBM Watson Care Manager Software Cloud Services Agreement will begin 90 days after the Project Start Date referenced in Section 7 (Project Schedule) of this Statement of Work.

International Business Machines Corporation  
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA  
15264-3600



## IBM Quotation

Attn: Nora Mallonee-Brand  
COUNTY OF SONOMA  
3324 CHANATE RD  
SANTA ROSA CA 95404-1708  
UNITED STATES

IBM Site Number: 3902869  
IBM Customer Number: 2239353

Dear Nora Mallonee-Brand

Thank you for being an IBM Client. We are delighted to provide this quote for IBM offerings.

Worldwide, companies like yours are increasingly demanding more from their information technology infrastructure, increased flexibility, scalability and agility to meet changing business needs. At the same time, they want reduced cost, rapid deployment and investment recovery.

Over the years, our products, services and solutions capabilities have given our Clients the reliability, availability, security, and manageability to improve operations and achieve efficiency while accommodating growth at reduced cost. These characteristics have been and will remain fundamental to the IBM portfolio.

This quotation is valid from 14-Feb-2018 and will expire on 28-Mar-2018.  
We look forward to your order.

To place your order, please contact the IBM Representative below to notify them of your preferred business partners for this quotation. You may also contact your IBM Representative for any questions regarding your quotation.

Yours sincerely,

ANTHONY W. WILLIAMS  
Phone Number: 1-714-732-7380  
Fax Number: 1-714-983-7039  
E-mail Address: [tony.williams@us.ibm.com](mailto:tony.williams@us.ibm.com)



International Business Machines Corporation  
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA  
15264-3600



## IBM Quotation

### Quotation Information

Number: 17916949  
Effective Date: 14-Feb-2018  
Expiration Date: 28-Mar-2018

### Customer Information

Attn: **Nora Mallonee-Brand**  
COUNTY OF SONOMA  
3324 CHANATE RD  
SANTA ROSA CA 95404-1708  
UNITED STATES

### Sales Representative

IBM Contact: **ANTHONY W. WILLIAMS**  
Phone Number: 1-714-732-7380  
Fax Number: 1-714-983-7039  
E-mail Address: [tony.williams@us.ibm.com](mailto:tony.williams@us.ibm.com)

IBM Site Number: 3902869  
IBM Customer Number: 2239353

### Summary

Software, Appliance, and Subscription and Support Total	0.00
Software as a Service Total	100,800.00
Estimated Tax	0.00
<b>Total</b>	<b>100,800.00 USD</b>

## Software as a Service

### Subscription Entitlements

#### IBM Watson Care Manager Government 100 Persons per Month

Subscription Part#: D1NKHLL  
Overage Part#: D1NKILL  
Billing: Monthly in Advance  
Unit Price: Tiered  
Committed Term: 12 Months  
Renewal Type: Autorenew for 12 Months  
Renewal Term Price Change: Increase 5.000 % every 12 Months

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
1	1	1-12	8,400.00	100,800.00	11,000.00
<b>Subtotal</b>				<b>100,800.00 USD</b>	
<b>Subscriptions Sub-Total</b>				<b>100,800.00 USD</b>	

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.  
Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.



## **IBM Terms for IBM Cloud Offering Transactions**

The referenced Cloud Services are governed by the terms of your Cloud Service Agreement ([www.ibm.com/terms](http://www.ibm.com/terms)), its associated attachment(s), and the referenced Transaction Documents. Your order and use of the Cloud Services are your acceptance of the prices and terms referenced in this document, except to the extent superseded by a written amendment or agreement signed by both of us.

Final coverage dates for offerings listed are provided in your Proof of Entitlement.

### **Transaction Documents**

Service Description(s) for ordered Cloud Services:  
**IBM WATSON CARE MANAGER CLOUD SERVICE**  
<https://www.ibm.com/software/sla/sladb.nsf/sla/sd-7428-03>

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

### **Billing and Provisioning**

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated please refer to the IBM Software as a Service (SaaS) Support Handbook.

Please work with your IBM Sales rep to complete the provisioning data at or prior to time of order.

IBM Customer Number: 2239353

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be duly executed by their respective authorized representatives, as of the Effective Date.

**International Business Machines Corporation**

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

Name, Title: \_\_\_\_\_

**County of Sonoma**

\_\_\_\_\_  
Barbie Robinson  
Director, Department of Health Services  
Date

**County of Sonoma - Approved as to Form and Content:**

\_\_\_\_\_  
Karen Fies  
Director, Human Services Department  
Date

\_\_\_\_\_  
David Koch  
Chief Probation Officer, Probation Department  
Date

\_\_\_\_\_  
Jennifer Traumann  
Director, Department of Child Support Services  
Date

\_\_\_\_\_  
Margaret Van Vliet  
Executive Director, Community Development Commission  
Date

**County of Sonoma - Approved as to Form:**

\_\_\_\_\_  
Phyllis Gallagher  
Chief Deputy County Counsel  
Date

## Appendix A: Milestone Deliverable Guidelines

### MD 1 – Project Management Plan

The Contractor shall maintain the Project Management Plan (PMP) on a County provided document repository with the support of County staff consistent with project management processes and principles found in A Guide to the Project Management Body of Knowledge (PMBOK® Guide) or equivalent which may include the following:

1. **Document control and change management:** PMP document author, owner, project or contract, document control and revision and other information that may be required to manage and configuration control the PMP document.
2. **Introduction**
  - a. **Purpose of the PMP:** A brief description of the purpose of the PMP that defines the system or the way the project shall be managed
  - b. **Scope of the PMP:** A brief description of the scope of the Project Management Plan
  - c. **Intended Audience:** A brief description of the audience for whom the PMP is written
  - d. **Overview:** A brief description of the contents of the PMP document
3. **Authorizations:** Signature block or other evidence from the project sponsor providing authorization for the project.
4. **Plans:** Provide a brief description of each of the following plans that may be elaborated in Appendices to the PMP:
  - a. **Project Charter:** Name the sponsor and summarize the business goals and environment in a few brief sentences.
  - b. **Project Definition:** Briefly summarize the major objectives of the project.
  - c. **High-level Work breakdown Structure (WBS):** Include the key aspects of the work breakdown structure, by listing or diagramming the top layers of the work structure hierarchy. For each sub-project/phase/main activity, provide a short description, including the key objectives and major milestones. Cross reference to the location of the Project Plan.
  - d. **Organizational Breakdown Structure (OBS):** Include a list or diagram of the key aspects of the project stakeholders and organizational units. For each unit, show the location, manager, and the responsibilities assigned (sub-projects/phases/main activities). Provide a reference to the Human Resource Plan.
  - e. **Project Decision Structure:** Briefly describe the bodies that constitute the project governance.
  - f. **Work Product List:** List the work products which cause key dependencies and cross reference to the product breakdown structure document.



Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

## MD 2 – Project Workplan

At the beginning of the Project Contractor shall develop and deliver the Project Workplan including a Work Breakdown Structure (WBS), Gantt chart(s), critical path, hours per task or grouping of tasks, Roles and Resources per task (Contractor, County, other 3rd parties – based on County identified availability), PERT chart, and milestones in Microsoft Project. At the beginning of the Project, the County shall provide Contractor, prior to finalization of the Project Workplan, with the names of County staff available to work on the Project, and also identify any known time periods that those staff shall not be available.

The Project Workplan shall include a detailed schedule for the Project and shall include the Go Live date, which shall not be modified, except by change order. Contractor shall document Project Workplan or schedule changes from the plan submitted within this SOW.

The Project Workplan, once accepted by the County, shall form the Baseline Workplan for the Project. If either party wants to make a change to the schedule, either party must send the request in writing including impacts. If the schedule change results in an impact to a milestone a change order must be approved in advance. Contractor shall then notify the County, in writing, if the absence of a County resource will adversely impact the Project Workplan.

Contractor shall maintain and update applicable portions of the Project Workplan every week to reflect the current status of the Project with a comparison made to the Baseline Project Workplan. The Project Workplan shall be consistent with County resources as identified above. Contractor shall use a County-hosted document sharing site to store the Milestone Deliverables and project artifacts, such as status reports, schedule updates, and working drafts to enable the coordination of schedules and plans.

The Project Workplan includes:

- The start and end dates of the Project
- A Work Breakdown Structure (WBS) reflecting the activities required to create and deliver project deliverables during Project Initiation through Project Closeout, including milestones, baseline and critical path
- Identification of the roles or resources to be provided by the County, together with the scheduled dates those roles or resources are required. The Project Workplan shall take into account County holidays, holidays that are observed by Contractor staff, periods during which the County has advised that data processing systems may be unavailable to Contractor, and the availability of resources that the County has committed to providing in the Agreement
- A consolidated view of the WBS numbers, descriptions, durations and dependencies associated with activities or tasks assigned to the County team and Contractor team. The County may identify if it is provided by a third party to be incorporated into the Project Workplan.
- Task or grouping of tasks and associated hours

- A consolidated view of Work Products to be produced by the County team and Contractor team
- A consolidated view of Milestone Deliverables to be produced by the County team and Contractor team

**Completion:** This activity is completed when Contractor incrementally delivers Milestone Deliverable 2 (MD 2), Project Workplan, on a sprint-by-sprint basis to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

### MD 3 – Functional Design Document

Contractor shall perform functional design activities in collaboration with appropriate staff from the County as part of agile sprints (“Sprints”) and pre-sprint activities identified in the Project Workplan.

Contractor shall document in detail, the functional design necessary to meet the specified System Use Cases listed in [Table 1, Rapid Prototype System Use Cases](#).

Contractor shall lead and facilitate the process for incrementally developing the Functional Design Document through Sprints as may be needed, which may include the following activities:

- Provide a high-level description of the business processes and the functionality the Rapid Prototype shall provide for the Project, including a validation of the functionality described in [Table 1, Rapid Prototype System Use Cases](#) and further elaborated in the requirements to be documented in MD 8, Completed Detailed Requirements Traceability Matrix.
- Provide a high level description of workflows identified during the project.
- Provide a high level description of end user components such as reports, dashboards or user interface screens.
- If necessary, perform on-site interviews with County SMEs to understand how the functional specifications are translated into software requirements.
- Conduct meetings with Project team and SMEs to validate the functional specifications.
- Where necessary, develop detailed functional specifications.
- Review draft functional specifications with the appropriate stakeholders according to the Project Workplan.
- Prepare final functional specifications based on updates from appropriate stakeholders.
- Support review and acceptance of the Functional Design Document.
- Maintain the Functional Design Document throughout the Project and update it when system design changes occur.

In order to meet the Project Workplan and in accordance with agile system development principles, acceptance of the complete Functional Design Document is not required before development can begin.

To the extent that Contractor learns of organizational change management issues during functional design, Contractor shall provide this information to the County Project Manager and County Organizational Change Management team.

**Completion:** This activity is completed when Contractor incrementally delivers Milestone Deliverable 3 (MD 3), Functional Design Document, on a sprint-by-sprint basis to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### MD 4 – Technical Design Document

Contractor shall perform technical design activities in collaboration with appropriate staff from the County as part of Sprints and pre-sprint activities identified in the Project Workplan.

Contractor shall document in detail, the technical design necessary to meet the specified System Use Cases listed in [Table 1, Rapid Prototype System Use Cases](#).

Contractor shall lead and facilitate the process for developing necessary updates and additions to the Technical Design Document through Sprints as may be needed, which may include the following activities:

- Conduct joint meetings with the Project team and SMEs to validate the technical design specifications.
- Develop detailed technical design specifications.
- Review draft technical design specifications with the stakeholders in accordance with the Project Workplan

The Technical Design Document (TDD) may include where applicable and mutually agreed:

- The interface definitions and design (including XML/SOAP specifications for file formats)
- The Project related Rapid Prototype system design, including class diagrams, sequence diagrams, updated object models that represent the internal workings and designs of the containing subsystems that may expose the services
- Detailed description of Rapid Prototype system architecture
- The component specification (i.e., details of the component that may implement the service) and service assignment to each layer defined in the System Architecture
- User Interface Design
- Logical Architecture Diagram
- Physical Architecture Diagram
- Inventory with details by server and system to be setup
- Entity Relationship Diagrams
- Data Flow Diagrams
- Data Dictionary



- Interface and ETL Design
- Processing controls and schedules
- Processes to manage System installation and configuration
- Security controls
- List of assumptions made during the technical design as well as recommended next steps and required actions

**Completion:** This activity is completed incrementally by sprint when Contractor delivers Milestone Deliverable 4 (MD 4), the Technical Design Document, to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### MD 5 – Test Plan, including Test Scenarios, Test Cases and Test Scripts for SIT and UAT

Contractor shall be responsible for the development of the Test Plans for end-to-end testing, which includes the following testing events:

- **Unit Testing** – The Contractor shall perform Unit testing as necessary during the development process.
- **System Integration Testing** – The System Integration testing will be performed as part of Sprints and is aimed at proving that the System meets the stated requirements and objectives by validating the total system in a real world scenario. This testing shall be performed by Contractor and shall be supported by a limited number of County SMEs and Super-Users.
- **User Acceptance Testing** – The purpose of User Acceptance Testing (UAT) is to confirm that the System is developed according to the County’s business functionality, performance, and technical requirements and that it is ready for enterprise deployment and operational use. UAT will be performed after Sprints are complete as part of the release process prior to Go Live with the Rapid Prototype System.
- **Performance Testing** – Contractor shall perform Performance and Load Testing using a Contractor selected tool. Performance Testing shall include both Stress and Load Testing to verify Rapid Prototype system performance.
- **System Regression Testing** – Contractor may perform Regression Testing at Contractors discretion throughout the testing process to verify System integrity after functional improvements or fixes have been made as a result of System Integration and User Acceptance test activities. Regression testing shall be designed to confirm that fixes have not created new problems and that the results are as planned. The results define the System baseline configuration to be released to the County.

Inputs into these test plans come from a variety of sources, including, functional and technical design sessions, Rapid Prototype use cases, functional and technical specifications, report layouts, screen designs, and data requirements for Rapid Prototype system interfaces.

To develop individual test plans, Contractor as may be necessary, shall:

- Incorporate the overall strategy, approach, methodology, and tools outlined in the Master Testing Strategy, which may then be tailored to each specific test.
- Identify, collect, and organize the specific functional requirements, technical requirements, and system use cases that apply specifically to the test at hand, and then describe the steps to test these requirements as mapped in the Requirements Traceability Matrix.
- Conduct review and strategy meetings with project leads and SME's to define the specific testing requirements for:
  - Security and privacy requirements, including HIPAA and other applicable government regulations, with the Security/Privacy Lead or Lead Architect
  - Legacy application, data profiles, implementation architecture components, and application specifications with the existing system owners, the Functional Lead, System and Data Architects, and Application Development Lead

### **Test Scenario, Test Case and Test Script Activities**

Contractor shall provide Test Scenarios, Test Cases and Test Scripts as well as data sheets for each test iteration to map to the requirements as specified in RTM, including a catalog of the Test Scenarios, Test Cases and Test Scripts, and must be reusable. Each requirement identified in the SOW shall be tested by at least one Test Case. One Test Case may provide for the testing of multiple requirements. Contractor shall provide County and the County with test scripts for Unit, Integration, and System Testing. Contractor shall provide up to eight Test Scenarios matching the Use Cases and To-Be Scenarios in Exhibit B, System Use Cases, to validate the requirements and business processes.

Contractor shall incrementally update a Test Plan during Sprints that includes the elements defined in the activity. Incremental updates to the Test Plan may include:

- Definition of the Test Phase and Objectives
- Testing Schedule, consistent with the Project Workplan
- Testing resources, roles, and responsibilities
- Testing sequence
- Entrance Criteria for the Test Phase
- Exit Criteria for the Test Phase
- Key milestones (i.e., relationship in terms of timeframes days / weeks/ months, to predecessors and successor tasks) associated with each Testing Phase, including:
  - Test Case Approval
  - Test Environment Readiness
  - Test Start and End dates
  - Code Baseline Configuration Established
  - Code Freeze Date(s)
  - Required Approval Dates for Test Cases, Entrance and Exit Criteria

- Regression Testing start and end dates
- Test Results Review Meeting Completion
- Code Promotion Go/No-Go Decision
- Test tools and defect tracking
- Number of test cycles
- Documented test results for test cycles
- Test Tracking tool
- Defect Log Tracking tool

The Test Scenarios, Test Cases and Test Scripts shall include:

- Test Scenarios
  - Up to eight Test Scenarios
  - Clearly identified Test Cases and Scripts that create the Test Scenario
  - Data Sheets that flows through each Test Scenario
- Test Cases
  - Functionality-based testing comprised of multiple Test Scripts
  - Data Sheets for each Test Case
- Test Scripts
  - Mapping of unique number from RTM
  - Number of steps for each Test Script
  - Success criteria
  - Regression testing criteria
  - Data Sheet for each Test Script

**Completion:** This activity is incrementally completed when Contractor delivers Milestone Deliverable 5 (MD 5), Test Plan updates on a sprint-by-sprint basis, including Test Scenarios, Test Cases and Test Scripts for SIT and UAT, to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### **MD 6 – Configured and Developed System Ready for User Acceptance Testing (UAT)**

Contractor shall perform configuration and development activities in collaboration with appropriate staff from the County as part of Sprint activities identified in the Project Workplan to deliver and deploy the Rapid Prototype.

Contractor activities shall include the following:

- Development and configuration of system components, system configurations and custom code
- Library Management—the classification, control, and storage of the physical components of the System

- Version Control—the maintenance, tracking, and auditing of modifications to system’s components over time, with the ability to facilitate restoration of the System to prior development stages.
- Turnover Management—the automated promotion of software changes across different phases of the life cycle (e.g., development, unit test, systems test, and production), including management of the approval process, production turnover, and software migration control.

This incremental deliverable shall include:

- Working Rapid Prototype system components ready to promote to the UAT environment
- Issue/defect tracking with resolution from SIT testing
- Completion of entry criteria for UAT

**Completion:** This activity is completed incrementally when Contractor delivers Milestone Deliverable 6 (MD 6), Configured and Developed System ready for User Acceptance Testing, on a sprint-by-sprint basis to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### MD 7 – System Integration Testing Completion

Contractor shall perform System Integration Test (SIT) activities in collaboration with appropriate staff from the County as part of Sprint activities identified in the Project Workplan to deliver and deploy the Rapid Prototype.

The SIT shall use mock (or masked) data provided by the County in a Contractor specified format, access, or view. The SIT shall demonstrate the critical business and technical integration points and the overall effectiveness of the user-facing aspects of the Rapid Prototype. SIT tests may include the following types of tests:

- Critical Test Cases – data and processes fully integrated across functional areas.
- Transaction Testing
- Error Message Testing
- Complete Sequence of Functional Business Tasks through the execution of Test Cases applicable to SIT
- Report Generation and printing
- Interface Testing
- Security Testing
- Integration Testing
- Data Integrity Testing

Contractor shall provide comprehensive documented System Test Results for SIT tests performed on a sprint-by-sprint basis including the following components:

- Completed system that meets the defect resolution criteria (zero severity 1s and 2s)
- SIT Final Defect Reports, including Test Issues and Mitigation Reports for Severity 3 through 5 defects

**Completion:** This activity is completed incrementally when Contractor delivers Milestone Deliverable 7 (MD 7), the System Integration Testing Completion, on a sprint-by-sprint basis to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

### MD 8 – Completed Detailed Requirements Traceability Matrix

Contractor shall perform activities to create or update the Requirements Traceability Matrix (“RTM”) in collaboration with appropriate staff from the County as part of Sprint activities identified in the Project Workplan to deliver and deploy the Rapid Prototype.

Requirements Traceability activities shall include:

- **Development**
  - Map Use Cases to requirements
  - Group baseline requirements into major business process areas
- **System Integration Testing**
  - Map System Integration Test Scenarios, Test Cases, and Test Scripts to requirements
  - Review Unit and Integration Testing progress and results with the County to identify requirements as candidates for modification or removal through Change Requests
- **UAT**
  - Map UAT Test Scenarios, Test Cases, and Test Scripts to requirements
  - Iteratively review Test Scenarios progress and results with the County to validate completeness

**Completion:** This activity is completed when Contractor incrementally delivers Milestone Deliverable 8 (MD 8), Completed Detailed Requirements Traceability Matrix, on a sprint-by-sprint basis to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

### MD 9 – UAT Completion

The purpose of User Acceptance Testing (“UAT”) is to confirm that the System is developed according to the County’s business functionality, performance, and technical requirements and that it is ready for enterprise deployment and operational use.

Contractor shall support a single UAT period for the Rapid Prototype.

**UAT Entry Criteria** – Prior to moving from System Testing to UAT, the Code shall be frozen and versioned. The final release version shall have been built from source control.

- Severity Levels – The requirements for release to UAT from development are zero Severity 1 and Severity 2 defects. The County and Contractor Program and Project Managers shall mutually agree upon the assignment of the severity level for each defect. The County and Contractor Program and Project Managers shall also meet and mutually agree on an acceptable level of Severity 3-5 defects in order to move forward. If agreement cannot be determined, either party may use the escalation process. Defect levels of severity are defined as:
  - Severity 1 - Catastrophic: The defect prevents the System from meeting the majority of the County requirements.
  - Severity 2 - Major - No Work Around: The defect prevents a major function of the System from meeting the County's requirements and there is no effective work around to meet these requirements.
  - Severity 3 - Major - With Work Around: The defect prevents a major function of the System from meeting the County's requirements, but there is an effective (does not cause the County effort in addition to that currently performed for the same function) work around to meet these requirements.
  - Severity 4 - Minor: The defect prevents a minor function of the System from meeting the County's requirements, but there is an effective (does not cause the County effort in addition to that currently performed for the same function) work around to meet these requirements.
  - Severity 5 - Cosmetic: The defect has minimal or cosmetic effect on the System meeting the County's requirements.

All known problems are to be reviewed by the County. Supporting materials such as release notes, user manuals and training manuals shall be in draft form.

Prior to the start of UAT, Contractor shall perform the following activities:

- Update the UAT environment.
- Update and document the software build instructions for UAT.
- Update and configure the UAT release System components and database(s) on the testing environment.
- Develop and provide the required UAT Test documentation (e.g., end user guides, systems administration manuals, user help files).
- Load database(s) with complete dataset.
- Receive acceptance of Test Plan deliverable that includes Test Scenarios, Test Cases and Test Scripts for UAT.

**Conduct UAT** – Contractor shall perform the following activities:

- Identify and provide Contractor resources to support UAT activities.

- Develop the defect resolution management plan.
- Develop the overall UAT Test Plan and schedule.
- Develop the required UAT Test Scenarios and Cases.
- RTM must be completed to permit County to validate that the System meets the functional, and technical specifications.

All defects identified by the County shall be responded to within two (2) business days by Contractor. Assignment of severity levels to specific defects shall follow the criteria established above, and shall be mutually agreed. Severity 1 (causing the System to fail to perform a basic business function) defects shall be responded to within two (2) business hours. The acceptability of remedial fixes depends on the nature of the problem but is deemed remediated when successfully retested by the County proving the system performs the business function. When UAT tests are rerun, the reruns shall be treated the same as other UAT test activity and documented accordingly.

Software shall meet the requirements specified in the Functional and Technical Design Documents.

**Exit Criteria** – The requirements for release from UAT are zero Severity 1 and Severity 2 defects that are related to Contractor’s responsibilities, not including data or network issues that are outside Contractor’s scope. The default County requirement for Severity 3 is zero. The County and Contractor Project Managers shall meet and mutually agree on an acceptable level of Severity 3 through 5 defects in order to move forward and shall agree to a definitive “punch list” of Severity 3 through 5 defects that Contractor shall fix as part of this Statement of Work. Defect levels of severity are as defined above.

Contractor and County shall meet to discuss the results of the completed UAT process. If necessary, Contractor shall also prepare a report detailing the remaining defects and the expected impacts of each, and deliver the Report at the same time as the presentation. The County shall review the results and approve or reject the completion of the UAT phase based upon the Exit Criteria.

Contractor shall prepare UAT to include the ability to execute the defined end to end business scenarios. Contractor shall be responsible for populating the test system(s) with the data necessary to validate the System for the testing phases.

Contractor shall use the defect tracking tools mutually agree for the Project.

Contractor shall provide comprehensive Documented System Test Results for UAT with the following components:

- Completed RTM with updates from UAT, if any.
- Completed system that meets the defect resolution criteria (zero severity 1s and 2s).
- UAT Final Defect Reports, including Test Issues and agreed upon mitigation for unresolved Severity 3 through 5 defects.

**Completion:** This activity is completed when Contractor delivers Milestone Deliverable 9 (MD 9), UAT Completion, to the County and it is accepted by the County according to the established

Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### **MD 10 – End-User Training Completion**

Contractor shall provide a blended training solution for end users and the County's project staff involved with the rollout of the Rapid Prototype. Contractor shall work with County staff to update the Project Workplan to specify the following activities for the Project, deliver initial training, deliver training artifacts to enable the County to provide on-going training, develop reinforcement training material, and evaluate the effectiveness of Rapid Prototype training. Contractor and County training staff shall participate in the Project to gain an understanding of System design and functionality.

Although County staff may participate in the development of training plans and materials, Contractor is responsible for creating the training materials, implementing the Training Plan, and delivering the training per the Project Workplan. Contractor shall work with the County to identify, reserve, set up, and otherwise coordinate the training facilities and equipment for training.

The overall objective of the Rapid Prototype training is to provide staff with the skills, knowledge, and incentives that may enable them to use the tools in the most productive manner. The Rapid Prototype training must support the following County objectives:

- Build understanding of the Rapid Prototype objectives supported by the Project technology (e.g., explaining outcome efficiencies gained through shared assessments and care plans)
- Coordinate content of training materials and methodologies with existing and planned County training staff
- Provide the County the ability to efficiently and effectively assume training responsibilities subsequent to implementation
- Training should be interesting and non-technical to keep the trainees' attention; innovative training aides, case studies, scenarios, humor, gamification, and other learning tools that may engage the users and support information retention are encouraged
- End users shall complete a role-based curricula comprised of a mix of training methods designed to optimize learning and minimize disruption to the end users ability to meet their day-to-day job duties

Contractor shall utilize the ADDIE (Analyze, Design, Develop, Implement, and Evaluate) Instructional Systems Design (ISD) methodology as the framework for the training effort.

Contractor shall provide a Final Training Report to document End-User Training completion that shall contain:

- Evidence that planned training sessions were held (or an explanation why they were not), enrollment and attendance statistics, and other summary information.



- An analysis of the difference between the pre and post training knowledge level from a process perspective and of trained staff using the system to satisfy daily responsibilities; Evaluation of the readiness of trained staff to make best use of the new system.
- Analysis of training outcomes utilizing Kirkpatrick's Four Levels of Learning and Evaluation: Reaction, Learning, Behavior, and Results based on the results of the evaluation of training effectiveness.
- Evaluation addressing deficiencies in the proficiency of the current cohort of trainees based on the results of the evaluation of training effectiveness.
- Recommendations for closing significant knowledge gaps.
- Recommendations to adjust or modify future training based on the evaluation outcomes.
- Evaluation of impact on job performance and organizational training impact.

Contractor shall coordinate the scheduling and delivery of training to support the Pilot Project approach. Training shall be Instructor Led Training (ILT) for UAT and Go-Live for the Pilot. In delivering training, Contractor shall:

- Assist the County with updating the training environment that allows trainees to access and use the new System during training delivery
- Coordinate training delivery logistics with County personnel to provide most effective use of resources time for training
- Follow proven methodologies for managing, delivering, tracking, and reporting metrics for training development and delivery activities and outcomes, including utilizing Dr. Donald Kirkpatrick's Four Levels of Learning Evaluation: Reaction, Learning, Behavior, and Results
- Provide training completion reports at regular intervals throughout training delivery activities that may consist of sign in sheets, LMS reports, or other record of participation
- Plan, schedule, and conduct meetings with the County to collaborate on recommended changes to instructional materials, improvements to the training approach, and curriculum based on the Effectiveness Evaluations

The Contractor team shall provide ILT instruction content, using the methods specified for each of the user roles. Topics may be added to update existing training as new functionality comes online with each new phase.

In addition to the formal training (ILT), Contractor shall deliver access to end user job aids.

Contractor shall provide documented evidence of successful end-user training at the end of the Pilot Project. Evidence shall include:

- Tracking of employee attendance and completion of training courses and modules.
- Performing an online "Evaluation of Training Effectiveness" using the Kirkpatrick/Phillips model including reaction of the trainee, resulting increase in trainee knowledge or

capability, extent of trainee behavior and capability improvement and application of those improvements on the job, effects to service delivery resulting from trainee performance, and return on investment of training. The evaluation shall include all four (4) levels of the Kirkpatrick model and shall be an addition to the existing training evaluation framework.

- Online training evaluations, conducted via an online survey tool provided by the County, and report on the activities identified in the Project Workplan.

**Completion:** This activity is completed when Contractor delivers MD 10, End User Training Completion to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### **MD 11 – Go Live Checklist and Readiness**

Prior to agreement to Go Live, Contractor shall provide a Go-Live Checklist for each major release. The Go Live Checklist shall document the pre-deployment tasks, deployment tasks, and post-deployment tasks. Contractor shall complete the pre-deployment tasks for Go Live Readiness acceptance, as defined in the Deployment Plan. The pre-deployment activities validation shall include:

- Validation of delivered functional and technical components as mapped in the Requirements Traceability Matrix
- Validation of UAT completion and defect correction
- Deployment team logistics, including critical resources (Contractor, County, and ITO) have been identified and are available to support deployment activities
- Change Readiness Assessment provided by the County
- Completed Deployment Plan

The Contractor shall also develop a Sequence of Events to provide the detailed execution steps, including schedule of activities with key “go-no go” decision points identified throughout the deployment process.

- Pre-Deployment activities that have to be verified
- Deployment activities during the cutover
- Turnover of the non-production environments
- Post Deployment activities
- Back-out and recovery processes

Contractor shall review site readiness requirements for the Rapid Prototype deployment and confirm that the current scope conforms to those requirements. Organization change management requirements for site readiness are the County’s responsibility.

This deliverable shall include documentation that the pre-deployment tasks have been completed. The remainder of the Go-Live Checklist tabs shall be fully populated as a prerequisite for Go-Live.

**Completion:** This activity is completed for the Rapid Prototype when Contractor delivers Milestone Deliverable 11 (MD 11), Go Live Checklist and Readiness, to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

### MD 12 – Go Live

Contractor shall execute the Go-Live Checklist deployment tasks and post-deployment tasks documented in MD 11 and certify the successful completion of the tasks and mitigating activities necessary to complete the tasks. The System shall have been in production for five (5) days.

**Completion:** This activity is completed for the Rapid Prototype when Contractor delivers Milestone Deliverable 12 (MD 12), Go Live, to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

### MD 13 – Transition Plan

The purpose of the Transition Plan is to identify activities and resources that will be required to transition the Rapid Prototype system and Project artifacts from the Design, Develop and Implementation (DDI) phase of the project performed by the Contractor to the Maintenance and Operation (M&O) phase of the system, which is anticipated to be performed by the County. The Transition Plan shall include:

- 1) The start and stop dates for a transition period of 30 days during which Contractor will provide resources to work with and under the direction of County and County resources for transition after the approved Go Live dates,
- 2) A list of anticipated activity categories that will be performed during the transition period,
- 3) A list of dedicated and on-call Contractor resources that will be available to County and the County during the transition period,

The intent of the Transition Plan is not to limit the type of activities that will be performed by Contractor during the Transition Period, but rather to create the transition period of execution and Contractor personnel that will be available to County and the County.

**Completion:** This activity is completed when Contractor delivers MD 13, Transition Plan Document, to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

### MD 14 – Project Closeout Document

The purpose of Project Phase Closeout is to identify the conclusion of the Project and gather the required approver signatures. This document shall signify that the milestone deliverables

for the Project been completed and accepted with the date of acceptance for each deliverable and shall list the Work Products.

At the completion of the project, Contractor shall conduct a review with the County and identify documentation that must be updated as a result of changes based on Severity 1 or 2 defects reported within 5 days of Go Live and mutually agreed upon Severity 3 and 4 defects that impact these documents, the following documents shall be updated and provided to the County Project Manager prior to Project Closeout:

- MD 3, Functional Design Document
- MD 4, Technical Design Document
- MD 5, Test Plan including Test Scenarios, Test Cases and Test Scripts
- MD 6, Configured and Developed System ready for UAT testing
- MD 7, System Integration Testing Complete
- MD 8, Completed Detailed Requirements Traceability Matrix
- WP 6, System Architecture
- WP 10, Training Manuals, End-User Guides, and Materials
- WP 12, System Documentation and Custom Code

Contractor shall transfer this documentation to the County in electronic format via the County provided document repository.

The Project Closeout Document summarizes the following:

- List of Milestone Deliverables provided and accepted by the County and their acceptance dates
- List of Work Products provided to the County
- Invoices paid by the County and remaining balance
- Statement that there are no open Severity 1 or Severity 2 defects
- List of open Severity 3 through 5 defects that become the responsibility of the County
- Contractor shall provide the current version of Custom Code that is in the production environment at the end of Phase 2 Post Production Support period.
- Statement of known System limitations, defects, issues that may impact operations, and recommended courses of action with respect to the same.

**Completion:** The project is completed when Contractor delivers Milestone Deliverable 14 (MD 14), Project Closeout Document, to the County and it is accepted by the County according to the established Acceptance Process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

## Appendix B: Work Product Guidelines

### WP 1 – Project Kick-off Presentation

A Project Initiation meeting (Project Kick-Off) shall be held to formally notify County and Contractor team members and stakeholders that the Project has begun and to provide team members with a shared understanding of their roles and the Contract requirements. County shall select the location of the Project Kick-Off. County and Contractor shall coordinate a mutually agreeable date and time for the Project Kick-Off meeting to occur no more than 30 calendar days after contract execution, unless otherwise approved by the County Program Manager.

Contractor shall plan the Project Initiation meeting with the County Project Manager and County Program Manager. Contractor shall work with County to develop a shared agenda and prepare draft material in advance of the meeting.

Contractor shall present a portion of the agenda items at the Project Kick-off meeting and shall be prepared to answer questions that arise during the meeting. Decisions or agreements from the Kick-off Meeting shall be documented by Contractor and may be submitted to the County Program Manager for review and acceptance.

The Project Kick-off Presentation may include a high level presentation on the following or other mutually agreed upon topics:

- Project goals and objectives.
- Lessons or best practices learned from prior projects
- Resource plan Review:
  - Introduction of Contractor Key Personnel, roles and responsibilities
  - Introduction of County Key Personnel, roles and responsibilities
  - Project governance structure and roles
  - Issue escalation
- High level project plan review:
  - Project Scope review
  - High level project methodology review
  - High level phase and Project Workplan review
  - Key deliverable review Budget/Cost Management review
- Risk Management Strategy review.
- Communication Strategy review.
  - Internal communication strategy
  - External communication strategy
- Quality Management Strategy
- Project critical success factors, including funding source requirements if any.
- Next Steps.

**Completion:** This activity is completed when Contractor delivers Work Product 1 (WP 1), Project Kick-off Presentation, to County and the County, and the actual Kick-off Meeting has taken place.

### WP 2 – Monthly Project Status Reports

Contractor shall prepare and submit on or before the 15<sup>th</sup> of each month, a Monthly Project Status Report addressing overall Project status as indicated below:

- Status of Milestone Deliverables planned or worked on during the period.
- Work activities accomplished during the period.
- Changes approved during the period.
- New risks identified during the period per the Risk Management Plan.
- Risk updates and status for existing risks during the period per the Risk Management Plan.
- New issues identified during the period per the Issue Management Plan.
- Issue updates and status for existing issues during the period per the Issue Management Plan.
- Work activities planned for the upcoming period.
- Milestone Deliverables with planned completion for the upcoming period.
- Percent complete of scheduled milestones and key activities in the Project Workplan.
- Updated Project WorkPlan based on work complete, remediation (if any), changes and issues.

**Completion:** This activity is completed when Contractor delivers the final (last contractual month) Work Product 2 (WP 2), Monthly Project Status Reports, to the County.

### WP 3 – System Design and Development Strategy

If required, Contractor shall develop a System Design and Development Strategy Document that includes a description of the strategy and approach to:

- Deliver functionality in the Rapid Prototype using agile practices.
- High level functional design approach.
- High level technical design approach.
- Technical Architecture design.
- High level application security design approach.
- High level application interface design.

In addition, the System Design and Development Strategy shall:

- Outline processes and tools to manage early identification and remediation of defects in project deliverables.
- Reference to the Change Management Plan as it pertains to design and development.
- Identify version control coding tools and methods and standards.

- Identify required system development and testing tools.

**Completion:** This activity is completed when Contractor delivers WP 3, System Design and Development Document, to the County as needed using the established Work Product review process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### WP 4 – Master Testing Strategy

If required, Contractor shall provide the Master Testing Strategy that shall include the approach and methodology for testing, and shall include:

- The overall test methodology, identifying the test phases and their objectives, including:
  - Unit Testing
  - System Integration Testing
  - User Acceptance Testing
  - Performance and Load Testing, using Rational Performance Tester
  - System Regression Testing
  - Role-based Security Testing
- An approach to test for processing exception and error handling.
- A high level project testing schedule.
- Entry and exit criteria for each test phase.
- An approach to create, track, and manage requirements and test cases and data sheets for each phase.
- Approach to testing business scenarios.
- A method to manage and report test results.
- A method to create and manage test data for test systems using test tools or other automation.
- Identification of defect tracking software to be used for triage, tracking and reporting purposes.
- System environment(s) in which testing is to be conducted.
- Internal or external users to be involved in testing.
- An approach to test integration with other CoSD systems that are external to the project.

**Completion:** This activity is completed when Contractor delivers WP 4, Master Testing Strategy, to the County as needed using the established Work Product review process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### WP 5 – Requirements Validation and Requirements Traceability Matrix

Contractor shall conduct requirements validation incrementally in each sprint in conjunction with MD 3, Functional Design Document, MD 4, Technical Design Document, and MD 8, Completed Detailed Requirements Traceability Matrix. The purpose of WP 5 is to:

- Confirm requirements and stories planned to be implemented during each sprint,

- Record collaborative, in-scope, non-impact requirement elaborations and decisions made between Contractor and the County prior to the beginning of each sprint,
- Provide input to MD 8, Completed Detailed Requirements Traceability Matrix, and
- Provide input to the creation of Change Requests, where necessary, in execution of the Change Management Process.

WP 5 shall be incrementally delivered for each sprint prior to the start of the sprint. In order to preserve schedule during execution of the Project Workplan, sprints may be started before comments are received by the Contractor from the County as part of the Work Product review process.

**Completion:** This activity is completed incrementally when Contractor delivers WP 5, Requirements Validation and Requirements Traceability Matrix document, on a sprint-by-sprint basis to the County at or prior to the start of each sprint using the established Work Product review process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### WP 6 – System Architecture

Contractor shall create a System Architecture Document describing the set of technologies that support the Rapid Prototype operations, incorporating the industry best practices and standards. It shall detail the design patterns, information architecture, technology infrastructure and the conceptual, logical and physical architectures for the Rapid Prototype. The architecture document shall include the SOA principles around SOA layers definition, the service providers/customer definition and the service broker definition.

IBM shall provide the System Architecture deliverable that may include the following, each of which may be included by reference from other WPs and MDs:

- Defines a conceptual architecture that produces a design to fulfill Rapid Prototype functional specifications.
- Defines a logical architecture that identifies the SOA layers, Contractors, Service Customers, and Service Broker(s), and object dependencies. To complete the logical design model, Contractor shall define the interfaces for each service, and include data field definitions and their validation rules.
- Defines a physical architecture that defines the various services of the system and how they shall be implemented. This shall also include details around the integration layers, potentially using Web Services, and various other integration technologies.
- The conceptual, logical, and physical architecture shall fulfill functional requirements.
- Defines the details of Security and Privacy and for the Rapid Prototype, including the technical approach to satisfy the following:
  - VLAN segmentation
  - System security and data sensitivity classification
  - PHI and PII data elements identified by the County



- Monitoring and management reporting
- Host hardening
- Encryption requirements
- Services for authentication
- Interface security
- Security test procedures
- Security patch management
- Detailed diagrams depicting security-related devices and subsystems and their relationships with other systems for which they provide controls
- Secure communications over the Internet
- Defines the High Availability and Disaster Recovery describing how the Rapid Prototype shall enable the County to provide information to their customers in the event of a disaster. The plan shall include or reference the following:
  - Backup and recovery procedures as well as disconnected operational capability so the Rapid Prototype can continue to operate in the event of an unexpected destruction of hardware, software, or communications through System failure, disruption of connectivity or natural disasters.
  - Documentation for arrangements for backup hardware or processing sites; off-site data storage; schedule for creation of backup media; and detailed recovery procedures for anticipated types of disasters.
  - A full inventory of directories per server that shall be included in the backup procedure so that a successful restore can be accomplished.
  - Restoration sequencing of the solution implemented as a result of this project/program.
- Describes how the System is designed to meet performance based on expected data and user loading, target source systems and target platforms. Areas that shall be addressed are expected System performance during peak transaction volumes and critical key business activities.

**Completion:** This activity is completed when Contractor delivers WP 6, System Architecture document, to the County using the established Work Product review process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### **WP 7 – Data Integration and Synchronization Plan**

Contractor shall perform updates to the existing Data Integration and Synchronization Plan as needed throughout the project. Contractor and the County shall follow the established interface design and development process per the Project Workplan.

The Data Integration and Synchronization Plan shall document how data elements from the Rapid Prototype source systems are combined to present dynamic / temporary views of authorized and relevant customer information. This plan shall document how data from source

systems are consumed by the Rapid Prototype and represented by both the transactional system and the reporting solution, with a focus on data and metadata.

In addition, the System shall include Master Data Management (MDM) capabilities that support the global identification, linking and synchronization of product information across heterogeneous data sources through semantic reconciliation of master data. Contractor shall also create and manage a central, database-based index of record for master data. Other MDM capabilities required include enabling the delivery of a single product view (for stakeholders) in support of various business processes and benefits, and supporting ongoing master data stewardship and governance requirements through workflow based monitoring and corrective action techniques.

The Data Integration and Synchronization Plan shall include the following elements of operational and analytical data integration, which may be incorporated by reference from related WPs and MDs:

- Conceptual data model
- Logical and physical data model
- Master list of data to meet the use cases
- Classification of important data types to meet the system use cases
- Data access policies
- Automated security and privacy controls
- Process for validating synchronization success
- Steps to mitigate synchronization failures
- Restart and roll-back scenarios in case of unsuccessful synchronization

**Completion:** This activity is completed when Contractor delivers WP 7, Data Integration and Synchronization Plan, to the County using the established Work Product review process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### **WP 8 – System Maintenance, Support and Transition Plan**

If required, Contractor shall provide WP 8, System Maintenance, Support and Transition Plan for operations and maintenance of the Rapid Prototype system. The plan may include:

- System support structure, including estimates of staffing requirements to support operation and maintenance of the System (Administrator Trainees). The skill sets required to operate and maintain the System may also be specified, with recommendations of the skills, knowledge and abilities required by the County.
- Knowledge transfer to County and the County, including providing a list of recommended third party training classes. Pre-requisite external training courses are not in the Contractor's scope.

- List of system documentation to be delivered to support System Maintenance, Support, and Transition.

**Completion:** This activity is completed when Contractor delivers WP 8, System Maintenance, Support, and Transition Plan, to the County for each major release in accordance with the established Work Product review process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

### WP 9 – Training Plan

If required, in accordance with the objectives listed in MD 10, End User Training Completion, Contractor shall create the Training Plan for delivery of end-user training as well as training County staff so that the County may assume on-going training responsibilities after the acceptance of MD 10. Contractor shall provide user training that covers the functionality implemented in the Rapid Prototype. Contractor shall offer new-user training that includes the functionality of the Rapid Prototype. The Training Plan includes:

- Effective training on the knowledge and skills necessary for County staff and end users to use the Rapid Prototype to deliver services to program participants.
- Reinforcement training.
- Easy access to training material for end-users during and after training rollout.
- An approach for the development of end-user training curricula, training materials, and training evaluation materials.
- An approach to determining training methods (instructor-led training (ILT), web-based training (WBT), virtual learning sessions (VLTs) and on-line job aids) to use for each training audience.
- Training Schedule.

The methods, descriptions and potential uses for training are described in the table below:

**Table 5: Training Delivery Methods**

Method	Description	Uses
Web-Based Training (WBT)	Self-paced training, posted by County staff to the County’s Learning Management System or a County web site and completed online. WBT courseware shall conform to the Shareable Content Reference Model (SCORM) standards.	<ul style="list-style-type: none"> <li>▪ Prerequisite training</li> <li>▪ Foundation training</li> <li>▪ Delivery to large, geographically dispersed audiences</li> <li>▪ Just-in-time training</li> <li>▪ Refresher training</li> </ul>

Method	Description	Uses
Instructor-Led Training (ILT)	Training delivered by an instructor in person	<ul style="list-style-type: none"> <li>▪ Advanced or complex training</li> <li>▪ Hands-on training in a live system</li> <li>▪ In person discussion and collaboration with the instructor and other students</li> </ul>
Virtual Learning Sessions (VLS)	Training conducted online with a live instructor via webinar	<ul style="list-style-type: none"> <li>▪ Just-in-time and refresher training</li> <li>▪ Collaboration with the instructor and other students</li> <li>▪ Delivery to large, geographically dispersed audiences</li> <li>▪ Process and system demonstrations</li> <li>▪ Brief follow-up training sessions designed to address specific topics</li> <li>▪ Recorded sessions to be used for refresher training</li> </ul>
Online training materials	Job aids, user manuals and other documentation posted online by County staff to a County web site	<ul style="list-style-type: none"> <li>▪ Just-in-time reference material</li> <li>▪ Easy retrieval by end users and clients</li> </ul>

The Training Plan may also include the following:

- **Scope and Purpose**
  - Assumptions and dependencies for the success of the training program
  - Description of the roles and responsibilities of Contractor and County related to training
- **Methodology Description**
  - Description of the ADDIE ISD methodology detailing the activities that fall into each phase
- **Training Schedule.** In accordance with the Project Workplan, both the County and Contractor may work on the development of the training schedule, which Contractor shall ultimately deliver, as follows:
  - Identify timeline for training development, delivery and evaluation
  - Be in accordance with the Project Workplan, including key milestones to show successful progression and integration points and dependencies
  - Training shall be completed prior to Go Live for each Phase of the Project
  - Training shall be provided prior to UAT for testers to receive a understanding of the system prior to the beginning of the testing activities
  - End-users shall receive training prior to deployment relative to their roles as appropriate for each Phase

- Training schedule shall be coordinated with the County’s SMEs who may provide policy and practice support during the training sessions;
- Indicate when in the schedule County trainers may begin participating with Contractor for maximum preparedness for knowledge transfer activities
- Include a plan for Contractor to publish ILT Training class schedules to County users; it shall be at least three weeks prior to the class dates which the County and Contractor agree shall provide the County users sufficient notice to plan their attendance
- Indicate when course material must be available for training (e.g., user manuals or other Contractor developed collateral) and provide required master material for reproduction providing County sufficient time for production
- **Training Curricula Plan**
  - Description of the training model for adult learners that addresses the County training objectives listed in Appendix A Section 5.
  - Flow diagrams and detail for the training curriculum for each functional area and integration into the end-to-end business process
  - Training curricula approach tailored to the job roles and delivered in a manner that meets their specific needs, including Train-the-Trainer
  - Description of the training curriculum development and validation process. The validation process shall include reviewing the proposed training curricula with County and project resources with insight into the goals of the Project for WPW end users
  - Knowledge transfer to trainers and maintenance of training materials plan during the Project
- **Training Materials Development Plan**
  - Methods Contractor shall utilize to develop required training material
  - Description of the documentation style and standards development process for the development of training material (e.g., document format, references, acronyms, font)
  - Description of the development process for tools and templates necessary to perform training development and delivery, including the user interface design
  - Materials Evaluation Plans that describes the activities that shall be used to determine the success of training such as:
    - Plan for review of training material by County staff
    - Approach to prototyping and testing training materials with training customers to validate the stability and effectiveness of the materials
  - Training materials release plan
  - Approach to obtaining and using data for training

- Plan for end user and client support web site, provided and maintained by the County.
- The logistical plan for preparing and delivering the training solution including:
  - End-user support website
  - Web-based navigation training
- **Training Cohorts Approach**
  - Identification of the training mix including web-based learning, in-person learning, learning-labs, informal learning, on-line training tools, and self-guided learning material supported by in-person training
  - Identification of composition of the training class cohorts.
- **Training Execution Delivery Plan.**
  - Description of the execution of training delivery by Contractor to end users with identified County trainers participating as a function of the Knowledge Transfer program.
  - Description of Training Delivery Pilot and Train-the-Trainer
  - Description of training logistics delivery plan, which includes the process of determining training locations, facilities and equipment and their set up.
    - Contractor shall make recommendations for improvements to County infrastructure to support the training lifecycle, including a training environment to be provided by the County with the assistance of the Contractor team.
    - For ILTs, Contractor shall provide training in locations that meet County requirement of no more than 45 minute commute from staff originating offices.
    - Contractor shall manage training planning and logistics in coordination with the County; Contractor is not responsible for identifying training facilities for WBT or VLSs.
  - Description of how users enroll in training, how training completions are to be tracked, tracking of results and outcomes
- **Delivery Evaluation Plans**
  - Description of the approach for evaluating the effectiveness of training material through each Phase
  - Description of the activities that shall be used to determine the success of training such as:
    - Plan for review of training delivery by County staff
    - Approach to prototyping and testing training delivery with training customers to validate the effectiveness of the delivery
    - Approach for evaluating the effectiveness of training delivery based on the Kirkpatrick/Phillips model (or similar model approved by the WPW Program

Manager) through each Phase, including timeframe, metrics and tools for evaluating effectiveness based on the Kirkpatrick model

- Approach to modifying or adjusting training to address deficiencies based on the results of the Evaluation of Training Effectiveness

**Completion:** This activity is completed when Contractor delivers updates to WP 9, the Training Plan to the County for the Rapid Prototype in accordance with the established WPW Work Product review process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

#### **WP 10 – Training Curricula and Materials**

Contractor shall develop WP 10, Training Curricula and Materials for the Project. Contractor shall develop training materials in such a way as to allow for the capability of training to continue beyond initial deployment. Training requirements include:

- Material shall be able to be modular.
- Material shall have a consistent look and feel and shall be provided in an editable electronic format so that the County may make modifications to the materials.
- Contractor shall employ a change control process to rectify inaccuracies in the training materials so that training materials reflect the latest version of the Rapid Prototype and the changes resulting from evaluations and use during acceptance, pilot testing, and implementation.

The training material shall be posted to the County-hosted document repository site or other resource library as appropriate for the type of training.

Contractor shall be responsible for developing and providing training materials to County staff. Contractor shall employ training staff (not technical staff) to conduct training sessions and to prepare training and user materials. County and Contractor staff shall work together to develop the format and content for the training and user materials that Contractor shall produce. Contractor shall provide these materials to the County in both one (1) printed hard copy and one (1) editable electronic copy.

End User training shall focus on hands-on Rapid Prototype usage to perform their day-to-day activities, consistent with the system use cases in [Table 1, Rapid Prototype System Use Cases](#).

More specifically, the training curricula shall be tailored for the following user roles:

- Multi-Discipline Team (“MDT”) Members.
- Supervisor training shall include courses identical to the MDT Users, as well as a separate training course that focuses on supervisory job functions such as controls and reports.
- Trainers. Contractor shall provide training to trainers identified by the County to become future trainers so that the County may effectively and efficiently assume training responsibilities after Rapid Prototype implementation.

Contractor shall develop material based on the roles defined above. The materials shall be in one (or a combination) of the following formats:

**Table 6: Training Material by Audience**

<b>Instructional Material</b>	<b>Target Audiences</b>	<b>Description</b>
Instructor Guides	County Instructors/Trainers	<ul style="list-style-type: none"> <li>▪ Detail the steps, best practices and tips for delivering the Instructor-Led training</li> <li>▪ Used by County instructors to deliver on-going (sustainment) training</li> </ul>
Instructor Led Training (ILT) Trainee Packages	Staff/End Users	<ul style="list-style-type: none"> <li>▪ Provide step-by-step documentation, exercises, and usable example to be completed in class to practice the lessons provided during formal training</li> </ul>
Rapid Prototype User's Manual	Administrators; Staff/End Users	<ul style="list-style-type: none"> <li>▪ Documents system procedures, screens, reports, forms and letters with step-by-step instructions</li> <li>▪ Non-technical orientation</li> <li>▪ Emphasizes how features and functions support service delivery and program collaboration and related business functions in the context of use cases and requirements, including describing problems/issues and procedures for resolution</li> <li>▪ Explains how the system is used to support and implement County policies</li> <li>▪ Designed for ease of use so that a user, regardless of his or her function, can readily locate, identify, understand and use the information</li> </ul>
Online Job Aids	Staff/End Users; Clients	<ul style="list-style-type: none"> <li>▪ Online storage for easy retrieval and maintenance</li> <li>▪ Quick access to commonly performed procedures</li> <li>▪ Quick access to commonly referenced information</li> <li>▪ Documents client procedures</li> <li>▪ Can be printed</li> </ul>
User tips	Staff/End Users (Recent Trainees)	<ul style="list-style-type: none"> <li>▪ Short messages with reminders about short-cuts, features, and other relevant information</li> </ul>



Contractor shall develop training curricula appropriate for adult learners and provide training materials in a modular format to facilitate integration of the materials into other County courseware. One soft copy and one hard copy of materials shall be provided to the client. The training materials shall be maintained to reflect the latest version of the Rapid Prototype and the changes resulting from evaluations and use during acceptance, pilot testing, and implementation, subject to the project workplan agreed upon by both the County and Contractor.

Training material development shall be completed utilizing the following applications:

- Microsoft Word, PowerPoint, and Excel

If other applications are desired by the County for developing the training materials, the County will provide licenses to Contractor for the development of the training materials with those applications.

The Contractor team shall design and deliver the following curricula and training materials:

- Training Curriculum shall include course description of each training course, including:
  - Title, prerequisites, delivery format (e.g., ILT)
  - Overview and purpose (e.g., intended audience, learning objectives, content outline)
- Instructor Guides
- ILT Trainee Packages
- Rapid Prototype User Manual
- Online Job Aids
- User tips

**Completion:** This activity is completed when Contractor delivers updates to WP 10, Training Curricula and Materials (WP 10) to the County in accordance with the established Work Product review process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

### **WP 11– Deployment Plan**

Contractor shall develop a detailed WP 11, Deployment Plan for the Rapid Prototype in conjunction with MD 11, Go Live Checklist and Readiness that documents activities (Contractor, County, County and supporting Contractors) to be accomplished to successfully migrate the related System from the testing environment to the production environment. Updates to WP 11 provide detailed activities the Contractor, County and County must perform in order to go live, and may include updates to the following sections as may be needed consistent with past similar Go Live events:

- Site-specific installation procedures.
- Entry and Exit criteria to Go Live.

- The specific time frame and activities associated with the full roll-out of each WPW Phase, including the Production Pilot.
- Post production support plan.
- Identification of critical resources for go live.
- A developed, documented, and accepted command structure and Communication Plan that define the decision process and details “go-no go” events.
- Communications have been developed, documented, and provided to stakeholders informing them of the deployment process and status.
- Contingency plans are in place to deal with System Deployment issues that may arise.
- Go-live checklist description.
- Target end-user population in the Project for the Phase.
- Deployment schedule for the Phase, including functionality by Phase.
- Technology components required for the Project for the Phase.
- Identification of the source systems to be integrated for the Phase.
- Identification of technical challenges Contractor must overcome to implement the WPW related system changes.
- A description of the changes to the Development, Test, Staging and Production environments, including hardware, software and bill of materials as may be necessary for each environment.
- An outline and high level description of deployment tasks, including approvals and authorizations, from development-complete through go-live in Production.
- Deployment roles and assigned individuals with Points-of-contact to include individual names and contact information for each member of the implementation deployment team, Contractor and County.
- Known deployment risks Major tasks.
- Security and privacy.
- Implementation support.
- Outstanding issues and the Mitigation plan for each known issue.
- Performance monitoring testing and monitoring strategy.
- Configuration management interface strategy.
- Release readiness evaluations and reports
- Outstanding Risks and mitigation plan for each risk.

**Completion:** This activity is completed when Contractor delivers WP 11, Deployment Plan, to the County for each major release in accordance with the established WPW Work Product review process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

## WP 12 – System Documentation

System documentation may include the following types of information as applicable, and may be incorporated into this WP by reference from other sources such as related MDs:

- Production System architecture diagrams and inventory (e.g., systems, servers)
- Database Schema updates related to the Rapid Prototype
- Data Dictionary
- A description of the key data tables, elements, and their contents
- System documentation available and its use
- List of system interfaces
- System installation
- System Maintenance
- Relevant error messages, their descriptions, and how to resolve the errors
- How to troubleshoot common System problems, including communication problems related to interfaces
- How to run batch processes (if applicable)
- A list of logs and how to interpret them
- Key System capacity management considerations
- Key security management functionality
- Documented process for creating, changing, or deleting user WPW accounts
- Contact information for receiving support
- Operating procedures
- Help Desk Scripts (Level 1 and 2)
- Contractor shall provide the current version of Custom Code released into the production environment.

**Completion:** This activity is completed when Contractor delivers WP 12, System Documentation, to the County in accordance with the Work Product review process. Contractor shall notify County Project Manager when the deliverable is completed and delivered to the County.

## Appendix C: TECHNICAL SETUP INFORMATION FOR ACCESS SONOMA COUNTY PROJECT

### Solution Layout

The solution is comprised of Watson Care Manager (WCM) on the IBM Cloud, and IBM Health and Human Service Connect360 installed on Sonoma County premises. Connect360 is positioned as the integration hub between the Sonoma enterprise and WCM in the cloud. All Connect360 components – Integration Bus, MDM, the API management application, and the underlying databases – are installed on Sonoma County premises. There is a single trusted VPN connection between Connect360 and WCM. API calls between the County and WCM use a single, secure, lightweight protocol. Connect360 will call WCM APIs to register persons and assign persons to cohorts. This can be rule based and automated, or on demand, or somewhere in-between e.g. Connect360 can propose cohort assignments, and you can review the person's 360 degree view before you approve transmission to WCM. The following diagrams depict the logical and physical layouts. The physical layout includes the sizing of the various servers.

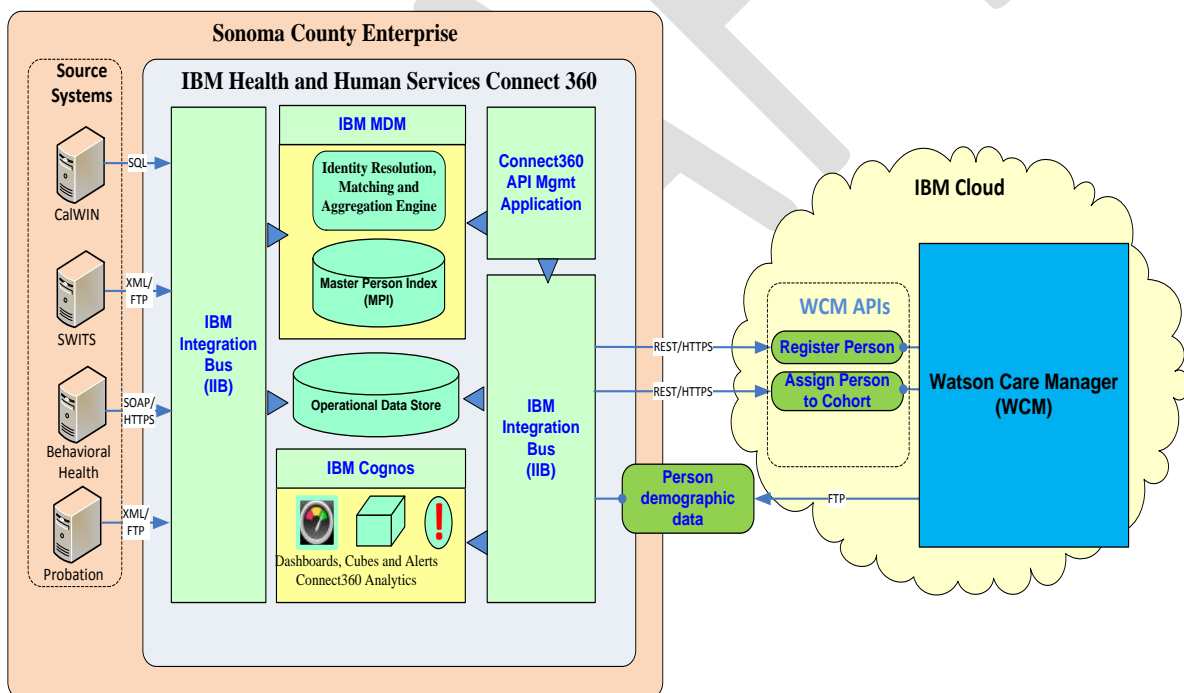


Figure 4: Logical Layout



Once we progress past the pilot, a Test environment will need to be added on the County's premises, of similar layout and capacity as Production. This will allow the establishment of a migration model DEV=>TEST=>PROD for fixes, enhancements and next phase development.

## Backups

IBM will provide development environment backup during the pilot. This environment will be on IBM Softlayer wherein backup methods are already established. The Production environment will be backed up at the County. Three (3) VM file systems will need to be backed up daily. We expect this to be done using County standard tools and methods, most likely at the hypervisor (VSphere) level. IBM will work with the County to get backups into place. However, execution of backups thereafter will be a County responsibility, as IBM would not have access at the hypervisor level (or access to County backup utilities).

## Network Requirements

The following are the network requirements:

- 1) There is no expectation of Connect360 presenting on the public Internet, so the entire solution can be provisioned within the internal data center zone, conformant with the County's zoning requirements. A DMZ is not required to front this system.
- 2) IBM personnel require a path from the Connect360 servers to the public Internet, to download installation files, fix packs, etc.
- 3) Connect360 applications authenticate off the Sonoma Active Directory. Application user credentials should be available on the Sonoma AD. Also, IBM admin personnel will require local credentials and admin privileges on the Connect360 servers.
- 4) User access into Watson Care Manager remains on a public Internet URL from whitelisted IPs. IBM will work with the County to establish the whitelisting configuration.
- 5) A site-to-site VPN connection (IPSec tunnel) needs to be set up by the County between the Sonoma data center and the Watson Health cloud, where WCM is hosted. This will require download and installation of VPN software, router configuration, configuration of firewall rules, and entries in DNS servers. IBM will provide assistance in this VPN setup.
- 6) A VPN connection for IBM personnel to remote into the County network, and establish sessions on the 3 servers on County premises.

## Interface Requirements

The following are the interface requirements:

- 1) Source systems will provide data in XML files, conformant to XML Schema Documents (XSDs) specified by IBM.
- 2) These files will be transmitted by FTP into the Connect360 IIB server. County's standard file transfer pattern can be followed, which might involve IBM pulling the files from an intermediate FTP server.
- 3) All files will be transmitted once daily. A file naming convention will be followed, which shows the source and timestamp of each file.

## Exhibit A, Bill of Materials

SW Item #	Vendor	Product	Version
1	IBM	IBM Rational Application Developer for WebSphere Software v9.1	v9.1
2	IBM	IBM DB2 Enterprise Server Edition V10.5	v10.5
3	IBM	IBM Cognos Business Intelligence v10.2.1	v10.2.1
4	IBM	IBM Integration Bus Healthcare Pack v3.0.0.0	v3.0.0.0
5	IBM	IBM Integration Bus Express Edition v9.0.0.1	v9.0.0.1
6	IBM	IBM WebSphere Application Server Network Deployment V8.5.5	v8.5.5
7	IBM	IBM WebSphere Application Server Base 8.5.5	v8.5.5
8	IBM	IBM WebSphere MQ V7.5	v7.5
9	IBM	IBM Process Server Standard v8.5	v8.5.5
10	IBM	IBM Process Server Standard for Non-production Environment v8.5	v8.5.5
14	IBM	IBM Process Center Standard v8.5	v8.5.5
15	IBM	IBM Process Designer v8.5	v8.5.5
16	IBM	IBM InfoSphere Information Server Enterprise v11.3	v11.3
17	IBM	IBM Installation Manager & IBM Packaging Utility for Rational Software Development Platform v1.7	v1.7
18	IBM	IBM Security Directory Server v6.3.1	v6.3.1
19	IBM	IBM Support Assistant Data Collector v2.0.1	v2.0.1
20	IBM	Connect360 Assets a) Cognos pre-built objects library - Customer centric dashboard - Demographic dashboard - Program Participation dashboard	N/A
21	IBM	IBM Watson Care Manager Government 100 Persons per Month	SaaS
22			

## Exhibit B, System Use Cases

System Use				
Case ID	Use Case Name	Description	Follow-up	Comments
SUC-01	Search and retrieve customer information	Enter key client information, search MDM for matches and returns scored matches	What are the search fields, which are required, is there a minimum level of certainty required?  Define attributes for MDM	
SUC-02	Create a new person record	Create a new person record by entering key demographic information for the client	What fields are required? What fields are included?	
SUC-03	Register a person	Process of adding a program to the client. Doing so informs the programs the individuals are participating in, in the system	What fields are required? What fields are included?	
SUC-04	Guided/Scripted interview	List of questions supported by analytics to consistently capture information	Will there be a standard interview or multile interviews based on situation?  Does the County currently use a standard?	This may not be necessary. This may be covered by complete assessments and questionnaires and/or manage client data. Having a hard time separating this out as its own activity
SUC-05	Establish multi-discipline team	Create a MultiDisciplinary team based on the providers delivering services to the client	Who will be included in the MDT? Will it be limited to users of the system?	(what about MDT activities? Do they fall under Manage Case or unique Use Case; i.e. create MDT chat?)
SUC-05a	Add existing care team member to client	Add a registered MDT member to the client		
SUC-05b	Add care team member who is not registered in system (such as a family member)	Add a non-system member to the MDT for the client. This may include family members, care givers, etc, who are not registered members of the system.		
SUC-05c	Remove Care Team member from client	Remove any care team member from the client's care team		
SUC-05d	Manage tasks for Care Team member	has sub use cases		
SUC-06	Complete assessments and questionnaires	List of guided questions that help to identify the needs and strengths of the client and provide direction regarding appropriate services	What assessments and questionnaires need to be built for the Pilot? What goals and actions should be automatically placed on the care plan? Suggested for the care plan? What services should be suggested for the individual? Should any tasks be created?	Lower level details such as conditional questions, actions based on answers to questions, automation based on scores etc should all be refined



System Use				
Case ID	Use Case Name	Description	Follow-up	Comments
SUC-07	Create/Edit Care Plans	Plan for the individual focused on improving their current situation and outcomes	Who will have access to the Care Plan? Who will be responsible for managing the Care Plan?	For the pilot do we want to assume that only registered care team members will have access to the system - and that there will be a single level of consent/access?
SUC-07a	Add Goal	Placing goals for individual on the care plan	What are the list of goals we want to configure for the prototype?	
SUC-07b	Add Activity	Placing actions for individual and care team members on the care plan	What services and activities will be included? Are there existing best practices to follow? Are there additional items that should be included that are "steps" in a process?	
SUC-07c	Add Service	Placing services for an individual on the care plan		
SUC-07d	Select Provider for Service	Selecting the provider to deliver the service for the individual	Is there an existing list or directory of services that a provider provides? Or is there an existing list of services and the providers that offer them?	
SUC-07e	Add Barrier	Identifying the barriers to an individual's success		
SUC-08	Create/send/receive referrals	Search for providers based on services and create a task in the system (referral) with key client information	Will referrals be limited to user's of the system or will email based referrals be needed for external providers? What information will be sent with the referral? How will referrals be allocated? By user? Or Program? Or Role?	For the pilot I would suggest limiting the allocation of referrals to user or role as this functionality exists - but there is not a concept of referring to a program in WCM (KK)
SUC-09	Manage Client and Care Plan	Maintain and update client data, narrative, and care plan information		
SUC-09a	Capture notes (Notes, Touchpoints, History)	Add notes and comments to capture ongoing interaction with the client		
SUC-09b	Capture Progress against activities (Progress against care plan activities)	Record progress for an activity including the status and notes related to the progress of that activity		
SUC-09c	Manage Client Data	Update information about the client		
SUC-09d	Manage Care Plan Activities (items such as changing	Manage items on the care plan (outside of progress) such as adding new activities, changing the length of existing		

System Use				
Case ID	Use Case Name	Description	Follow-up	Comments
SUC-09e	Share the Care Plan	Generate a pdf of the client's care plan activities utilizing a pre-configured template		
SUC-10	Access of Multi-Program Data on 360 Dashboard	Screen containing the complete information of the client with categories that can be expanded or collapsed	What interfaces will be included in the Pilot? Will the information be unidirectional? What about new clients added to WCM? What information will be included? Will it be the same set for all clients and all users or specific to client cohorts or user roles?	Consent and auth rules about data
SUC-11	Create reports and analytics			
SUC-11a	Canned Reports		Define initial set of reports	
SUC-11b	Saved reports		Is there the ability to save reports to a shared folder for other's to use?	
SUC-11c	Adhoc Reports		Who will have the ability to create adhoc reports?	
SUC-12	Capture Consent	Documentation that the client has agreed to share information within the providers within the program		
SUC-13	Screening	This is probably not necessary for the pilot as the population is already identified and will be part of the program	will this include community services or only county services? Who will be able to complete the screening?	
SUC-14	View 360 Dashboard	Screen containing the complete information of the client with categories that can be expanded or collapsed	What information will be included? Will it be the same set for all clients and all users or specific to client cohorts or user roles?	

DRAFT

This Cloud Services Agreement (CSA) and applicable Attachments and Transaction Documents (TDs) are the complete agreement regarding transactions under this CSA (together, the "Agreement") under which Client may order Cloud Services. Attachments typically contain additional terms that apply to similar types of offerings. TDs, such as service descriptions, order documents or statements of work, contain specific details related to an order for a Cloud Service and there may be more than one TD providing the details of an order. In the event of conflict, an Attachment prevails over this CSA and a TD prevails over both the CSA and any Attachment.

## 1. Cloud Services

- a. A Cloud Service is an IBM branded offering provided by IBM and made available via a network. Each Cloud Service is described in an Attachment or a TD. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Technical support and service level commitments, if applicable, are specified in an Attachment or TD.
- b. Client accepts an Attachment or TD by ordering, enrolling, using, or making a payment for the Cloud Service. When IBM accepts Client's order, IBM provides Client the authorizations specified in the TD. The term, including any renewal term, for a Cloud Service is described in an Attachment or TD.
- c. IBM will provide the facilities, personnel, equipment, software, and other resources necessary to provide the Cloud Services and generally available user guides and documentation to support Client's use of the Cloud Service. Client will provide hardware, software and connectivity to access and use the Cloud Service, including any required Client-specific URL addresses and associated certificates. An Attachment or TD may have additional Client responsibilities.
- d. Client may access a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any user who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent Content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly. Client may not i) resell direct access to a Cloud Service to a third party outside Client's Enterprise; or ii) combine Cloud Services with Client's value add to create a commercially available Client branded solution for which Client charges a fee.

## 2. Content and Data Protection

- a. Content consists of all data, software, and information that Client or its authorized users provides, authorizes access to, or inputs to the Cloud Service. Use of the Cloud Service will not affect Client's existing ownership or license rights in such Content. IBM and its contractors, and subprocessors may access and use the Content solely for the purpose of providing and managing the Cloud Service, unless otherwise described in a TD.
- b. Client is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, IBM, and its contractors and subprocessors to use, provide, store and process Content in the Cloud Service. This includes Client making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated information in such Content. If any Content could be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering, Client will not input, provide, or allow such Content unless specifically permitted in the terms of the relevant TD or unless IBM has otherwise first agreed in writing to implement additional security and other measures.
- c. Upon request by either party, IBM, Client or their affiliates will enter into additional agreements as required by law in the prescribed form for the protection of personal or regulated personal data included in Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.
- d. IBM will return or remove Content from IBM computing resources upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering Content in a specific format). IBM does not archive Content, however some Content may remain in Cloud Service backup files until expiration of such files as governed by IBM's backup retention practices.
- e. Each Cloud Service is designed to protect Content as described in the Agreement. IBM's Data Security and Privacy Principles for IBM Cloud Services (DSP), at <http://www.ibm.com/cloud/data-security>, apply for generally available Cloud Service offerings or as described in the applicable TD. IBM will treat all Content as confidential by not disclosing Content except to IBM employees, contractors, and subprocessors, and only to the extent necessary to deliver the Cloud Service, unless otherwise specified in a TD. Specific security features and functions of a Cloud Service may be provided in an Attachment and TDs. Client is responsible to assess the suitability of each Cloud Service for Client's intended use and Content. By using the Cloud Service, Client acknowledges that it meets Client's requirements and processing instructions.
- f. Client acknowledges that i) IBM may modify the DSP from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to the DSP will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to the DSP will materially degrade the security of a Cloud Service.

### 3. Changes

- a. IBM may modify a Cloud Service, without degrading its functionality or security features.
- b. IBM may withdraw a Cloud Service on 12 months' notice, unless otherwise stated in a TD. IBM will continue to provide the Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another IBM offering.
- c. Since this CSA may apply to many future orders, IBM may modify this CSA by providing Client at least three months' written notice. Changes are not retroactive; they apply, as of the effective date, only to new orders, ongoing Cloud Services that do not expire, and renewals. For transactions with a defined renewable contract period, Client may request that IBM defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the Agreement must be in writing accepted by both parties.

### 4. Warranties

- a. IBM warrants that it provides Cloud Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD. The warranty for a Cloud Service ends when the Cloud Service ends.
- b. IBM does not warrant uninterrupted or error-free operation of a Cloud Service or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM services are sold under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client.

### 5. Charges, Taxes, and Payment

- a. Client agrees to pay all applicable charges specified for a Cloud Service, charges for use in excess of authorizations, and any late payment fees. Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority resulting from Client's acquisitions under the Agreement and will be invoiced in addition to such charges. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid. IBM may change charges on thirty days' notice or as specified in a TD. Where taxes are based upon the location(s) receiving the benefit of the Cloud Service, Client has an ongoing obligation to notify IBM of such location(s) if different than Client's business address listed in the applicable Attachment or TD.
- b. Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; and iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

### 6. Liability and Indemnity

- a. IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the service that is the subject of the claim, regardless of the basis of the claim. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to IBM, its affiliates, contractors, subprocessors, and suppliers.
- b. The following amounts are not subject to the above cap: i) third party payments referred to in the paragraph below; and ii) damages that cannot be limited under applicable law.
- c. If a third party asserts a claim against Client that an IBM Service acquired under the Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM, provided that Client promptly (i) notifies IBM in writing of the claim, (ii) supplies information requested by IBM, and (iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.
- d. IBM has no responsibility for claims based on non-IBM products and services, items not provided by IBM, or any violation of law or third party rights caused by Client's Content, materials, designs, or specifications.

### 7. Termination

- a. IBM may suspend, revoke or limit Client's use of a Cloud Service if IBM determines there is a material breach of Client's obligations, a security breach, or violation of law. If the cause of the suspension can reasonably be remedied, IBM will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, IBM may terminate the Cloud Service. Failure to pay is a material breach.
- b. Either party may terminate this CSA: i) without cause on at least one month's notice to the other after expiration or termination of its obligations under the Agreement; or ii) immediately for cause if the other is in material breach of the Agreement, provided the one who is not complying is given notice and reasonable time to comply. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees. Termination of this CSA does not terminate TDs, and provisions of this CSA as they relate to such TDs remain in effect until fulfilled or otherwise terminated in accordance with their terms.

- c. Client may terminate a Cloud Service on one month's notice: (i) at the written recommendation of a government or regulatory agency following a change in either applicable law or the Cloud Services; (ii) if IBM's modification to the computing environment used to provide the Cloud Service causes Client to be noncompliant with applicable laws; or (iii) if IBM notifies Client of a modification that has a material adverse effect on Client's use of the Cloud Service, provided that IBM will have 90 days to work with Client to minimize such effect. In the event of such termination, IBM shall refund a portion of any prepaid amounts for the applicable Cloud Service for the period after the date of termination. If the Agreement is terminated for any other reason, Client shall pay to IBM, on the date of termination, the total amounts due per the Agreement. Upon termination, IBM may assist Client in transitioning Client's Content to an alternative technology for an additional charge and under separately agreed terms.

## 8. Governing Laws and Geographic Scope

- a. Each party is responsible for complying with: I) laws and regulations applicable to its business and Content; and II) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end users or end users. Client is responsible for its use of IBM and non-IBM products and services.
- b. Both parties agree to the application of the laws of the State of New York, United States, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country of Client's business address. If Client or any user exports or imports Content or use of any portion of the Cloud Service outside the country of Client's business address, IBM will not serve as the exporter or importer. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

## 9. General

- a. IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. Each party is responsible for determining the assignment of its personnel, and all contractors and subprocessors, and for their direction, control, and compensation.
- b. IBM maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery & corruption, and fraud. IBM and its personnel comply with such policies and require contractors and subprocessors to have similar policies.
- c. IBM and its affiliates, and their contractors and subprocessors, may, wherever they do business, store and otherwise process business contact information (BCI) of Client, its personnel and authorized users, for example name, business telephone, address, email and user IDs for business dealings with them. Where notice to or consent by the individuals is required for such processing, Client will notify and obtain such consent.
- d. Account Data is information, other than Content and BCI, that Client provides to IBM to enable Client's use of a Cloud Service or that IBM collects using tracking technologies, such as cookies and web beacons, regarding Client's use of a Cloud Service. IBM and its affiliates, its contractors and subprocessors may use Account Data for example to enable product features, administer use, personalize experience, and otherwise support or improve use of the Cloud Service. The IBM Online Privacy Statement at <https://www.ibm.com/privacy/details/us/en/> provides additional details.
- e. IBM Business Partners who use or make available IBM Cloud Services are independent from IBM and unilaterally determine their prices and terms. IBM is not responsible for their actions, omissions, statements, or offerings.
- f. Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. Assignment of IBM rights to receive payments or assignment by IBM in conjunction with the sale of the portion of IBM's business that includes a service is not restricted.
- g. This CSA applies to IBM and Client and their respective Enterprise companies who avail themselves of the CSA. The parties shall coordinate the activities of Enterprise companies under the Agreement. Enterprise companies include (i) companies within the same country that Client or IBM control (by owning greater than 50% of the voting shares), and (ii) any other entity that controls, is controlled by or is under common control with Client or IBM and has signed a participation agreement.
- h. All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.
- i. No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

- j. IBM may use personnel and resources in locations worldwide, including third party contractors and subprocessors to support the delivery of the Cloud Services. IBM may transfer Content, including personally identifiable information, across country borders. A list of countries where Content may be processed for a Cloud Service is available at [www.ibm.com/cloud/datacenters](http://www.ibm.com/cloud/datacenters) or as described in the Attachment or TD. IBM is responsible for the obligations under the Agreement even if IBM uses a third party contractor or subprocessors unless otherwise set forth in a TD. IBM will require subprocessors with access to Content to maintain technical and organizational security measures that will enable IBM to meet its obligations for a Cloud Service. A current list of subprocessors and their roles will be provided upon request.
- k. IBM may offer additional customization, configuration or other services to support Cloud Services, as detailed in a TD.

<b>Agreed to:</b>	<b>Agreed to:</b>
<b>Client Company Name:</b>	<b>International Business Machines Corporation</b>
By _____	By _____
Authorized signature	Authorized signature
Title:	Title:
Name (type or print):	Name (type or print):
Date:	Date:
Client number:	Agreement number:
Enterprise number:	
Client address:	IBM address:



# County of Sonoma

## State of California

Date: March 20, 2018

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



4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California, Authorizing Budgetary Adjustments to the Fiscal Year 2017-2018 Adopted Budget by Increasing Revenues, Use of Fund Balance, and Expenditures by \$1,197,082 to the Health Services Special Revenue Fund to Allocate Funding for Expenses Related to an International Business Machines Corporation Statement of Work and Cloud Services Agreement Within the Department of Health Services**

**Whereas**, the Board of Supervisors has adopted the final budget for fiscal year 2017-2018 in accordance with Section 29088 of the Government Code of the State of California; and

**Whereas**, the Government Code allows for adjustments to the adopted budget during the 2017-2018 fiscal year.

**Now, Therefore, Be It Resolved** that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2017-2018 adopted budget for the increases listed in Exhibit A.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## EXHIBIT A - BUDGET RESOLUTION

Department(s)/ Agency/(ies):	Department of Health, Human Services Department, Probation Department, and the Santa Rosa Memorial Hospital Foundation.																							
Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost																			
<b>Summary of Requested Adjustments for Board Consideration</b>																								
<b>[DHS] - OTHER FUND</b>																								
Detail Row 1	-	1,694,164	1,447,082	247,082	-																			
Detail Row 2																								
Detail Row 3																								
Summary Row	-	1,694,164	1,447,082	247,082																				
NOTE: HIDE the detail rows if the summary is simply a restatement of the details.																								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Total Requested Adjustments</td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 15%; text-align: right;">1,694,164</td> <td style="width: 15%; text-align: right;">1,447,082</td> <td style="width: 15%; text-align: right;">247,082</td> <td style="width: 10%; text-align: center;">0</td> </tr> <tr> <td>Subtotal of General Fund Changes</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Subtotal of Other Fund Changes</td> <td style="text-align: center;">0</td> <td style="text-align: right;">1,694,164</td> <td style="text-align: right;">1,447,082</td> <td style="text-align: right;">247,082</td> <td style="text-align: center;">0</td> </tr> </table>							Total Requested Adjustments	0	1,694,164	1,447,082	247,082	0	Subtotal of General Fund Changes	0	0	0	0	0	Subtotal of Other Fund Changes	0	1,694,164	1,447,082	247,082	0
Total Requested Adjustments	0	1,694,164	1,447,082	247,082	0																			
Subtotal of General Fund Changes	0	0	0	0	0																			
Subtotal of Other Fund Changes	0	1,694,164	1,447,082	247,082	0																			





## 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 of Sonoma County

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Ellen Bauer, 565-4418

**Supervisorial District(s):**

**Title:** Dental Health Program Grant

### **Recommended Actions:**

Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing revenues and expenditures in the Department of Health Services by \$228,166 to include California Oral Health Program grant funding from the California Department of Public Health. (4/5 vote required)

### **Executive Summary:**

On August 23, 2017 the Sonoma County Department of Health Services was notified by the California Department of Public Health that the County had been selected to receive California Oral Health Program funding of \$1,140,830 through June 30, 2022. Efforts associated with the grant align with the work of the Department's Dental Health Program and will support California Oral Health Plan goals and objectives to build capacity at the local level for the facilitation and implementation of dental education, prevention, linkage to treatment, surveillance, and case management services in the community.

### **Discussion:**

Dental disease is a significant public health issue in Sonoma County. The Sonoma County 2014 Smile Survey revealed that more than half of the 1,582 Sonoma County kindergarten and third grade students have experienced dental decay and 18 percent have untreated tooth decay, with 4 percent in need of urgent treatment. In addition, there are significant disparities in dental health with lower-income children and children of Hispanic/Latino background experiencing approximately twice the rate of dental decay and untreated decay as their white, more affluent peers. Poor dental health affects adults as well. Nationally, approximately 25 percent of adults ages 60 years and older no longer have any natural teeth. The Sonoma County 2016 Community Health Needs Assessment identified Dental Disease as a priority issue for Sonoma County. The Department of Health Services created a Dental Health Program in 2013 to work with community partners to develop and implement evidence-based strategies for disease prevention and treatment. The Dental Health Program serves as backbone support for the Sonoma County Dental Health Network, a collective impact group comprised of 28 agencies and over 60 members.

In 2016, California voters passed Proposition 56, a tobacco tax, designating \$30 million per year for five years to the California Department of Public Health's Oral Health Program for the purpose and goal of educating, preventing, and treating dental disease, including dental disease caused by use of cigarettes and other tobacco products. On August 23, 2017 the California Oral Health Program announced funding for all 68 state health jurisdictions for the period 2017-2022.

Sonoma County's award of \$1.14 million (\$228,166 annually) supports implementation of selected strategies outlined in the California Oral Health Plan and supports Plan goals and objectives. Grant funded activities support planning, disease prevention, surveillance, education, and linkage to treatment programs. The Sonoma County work plan includes the following required activities:

1. Build capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration. The state requires that each jurisdiction receiving Oral Health Program funding employ a coordinator for the implementation of the work plan.
2. Assess and monitor social and other determinants of health, health status, health needs, and health care services available to California communities, with a special focus on underserved areas and vulnerable population groups.
3. Identify assets and resources that will help to address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.
4. Maintain and update a community health improvement plan and an action plan to address the oral health needs of underserved areas and vulnerable population groups for the implementation phase and to achieve the state's oral health objectives.
5. Maintain and update an evaluation plan to monitor and assess the progress and success of the Sonoma County Dental Health Program.
6. Implement two evidence-based programs to achieve California Oral Health Plan objectives. Sonoma County has selected school-based sealant and fluoride varnish programs, both of which are currently provided in a small number of schools and could be significantly expanded.
7. Work with partners to promote oral health by developing and implementing prevention and healthcare policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.
8. Coordinate outreach programs; implement education, conduct health literacy campaigns, and promote integration of oral health and primary care.
9. Assess, support, and assure establishment of effective oral healthcare delivery and care coordination systems and resources, including workforce development and collaborations to serve underserved areas and vulnerable populations.

California Oral Health Program funding will be used to partially fund the following existing staff:

1) Health Information Specialist II (0.35 full-time equivalent) and 2) Health Program Manager (0.2 full-time equivalent). In addition, the Department will hire a 1.0 full-time equivalent bilingual Community Health Worker II to support the requirements of the grant. The Community Health Worker will assist in planning, developing, and evaluating dental health community education and outreach programs; training volunteers, community partners, and other personnel in various nutrition and dental disease prevention and dental health promotion strategies; conduct community outreach and education and

provide technical assistance for service providers reaching low-income and Latino children; interpreting, translating, and preparing written public health materials in English and Spanish; and assisting with evaluation activities such as key interviews, focus groups, and surveys in English and Spanish.

**Prior Board Actions:**

N/A

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

This action supports overall health, including the healthy development of children, by reducing the burden of dental disease among children from low-income families.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	0	228,166	228,166
Additional Appropriation Requested	456,332		
<b>Total Expenditures</b>	456,332	228,166	228,166
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	228,166	228,166	228,166
Other	228,166		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	456,332	228,166	228,166

**Narrative Explanation of Fiscal Impacts:**

California Oral Health Program grant funding of \$456,332 will be added to the fiscal year 2017-2018 budget via the attached budgetary adjustment resolution. Appropriations will be increased in two areas in the amount of \$228,166 each: 1. A new interest bearing Special Revenue holding account set up for Tobacco Tax-Prop 56 revenue appropriations and 2. The corresponding Operating Department as a reimbursement from the Special Revenue account. Future fiscal year funding and expenditures will be included in the corresponding fiscal year budgets. The below table provides a summary of planned expenditures over the term of the grant by fiscal year. Grant funding award is for \$228,166 each fiscal year beginning FY 17-18 and thru FY 21-22.

<b>California Oral Health Program Grant Funded Expenditures (Estimated)</b>						
<b>Description</b>	<b>FY 17-18</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>Totals</b>
County Staff	141,979	\$161,118	\$165,950	\$170,930	\$176,057	\$816,034
Subcontracts	\$2,500	\$16,977	\$10,930	\$0	\$0	\$30,407
Operating Expenses, Other Costs, Travel, and Indirect*	83,687	\$50,071	\$51,286	\$57,236	\$52,109	\$294,389
<b>Totals</b>	<b>\$228,166</b>	<b>\$228,166</b>	<b>\$228,166</b>	<b>\$228,166</b>	<b>\$228,166</b>	<b>\$1,140,830</b>

\*Operating Expenses, Other Costs, Travel, and Indirect includes the following: facilities, communications, information technology, conference registration and travel, local/regional travel, fluoride varnish applications for kindergarteners, behavior modification materials, promotional materials, printing, indirect costs, and local conference hosting costs.

**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:**

Budgetary adjustment resolution

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

None



County of Sonoma  
State of California

Date: March 20, 2018

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



4/5 Vote Required

**Resolution of the Board of Supervisors of the County Of Sonoma, State of California, Authorizing Budgetary Adjustments to the Fiscal Year 2017-2018 Adopted Budget, Appropriating \$228,166 from the California Department of Public Health Oral Health Program Grant to the Health Services Special Revenue Fund to Allocate Funding for Grant-Related Expenditures Within the Department of Health Services.**

**Whereas**, the Board of Supervisors has adopted the final budget for fiscal year 2017-2018 in accordance with Section 29088 of the Government Code of the State of California; and

**Whereas**, the Government Code allows for adjustments to the adopted budget during the 2017-2018 fiscal year.

**Now, Therefore, Be It Resolved** that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2017-2018 adopted budget for the increases listed in Exhibit A.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

### EXHIBIT A - BUDGET RESOLUTION

Department(s)/ Agency/(ies):	Department of Health Services					
Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost	
<b>Summary of Requested Adjustments for Board Consideration</b>						
<b>Health Services - OTHER FUND</b>						
<b>Detail Row 1</b>		228,166	228,166	-	-	
	<i>New Revenue from California Dept. of Public Health - Local Oral Health Programs-funding through Proposition 56</i>					
<b>Detail Row 2</b>		17,456	17,456	-	-	
	<i>Add new 1.0 FTE Community Health Worker position effective March 20, 2018. This position will support grant related efforts.</i>					
<b>Detail Row 3</b>		210,710	210,710	-	-	
	<i>Additional Costs related to Dental Prop 56 program</i>					
<b>Summary Row</b>	-	456,332	456,332	-	-	
	<i>NOTE: HIDE the detail rows if the summary is simply a restatement of the details.</i>					
<b>Total Requested Adjustments</b>						
		456,332	456,332	0	0	
<b>Subtotal of General Fund Changes</b>						
		0	0	0	0	
<b>Subtotal of Other Fund Changes</b>						
		456,332	456,332	0	0	



## 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:** March 20, 2018

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Angie Dillon-Shore, 565-6627;  
Leah Benz, 565-6614

**Supervisorial District(s):**

**Title:** First 5 Sonoma County Commission Quality Rating and Improvement System Agreements

### **Recommended Actions:**

Authorize the Director of Health Services to execute a memorandum of understanding with the Sonoma County Office of Education for the County of Sonoma to receive revenue, which will support First 5 Sonoma County efforts to improve the quality of education provided in early education sites in Sonoma County, in the amount of \$365,066 through September 30, 2018.

Authorize the Director of Health Services to execute an agreement with Community Child Care Council of Sonoma County for quality rating and improvement system services, which serve to improve the quality of education provided in early education sites in Sonoma County, for the period July 1, 2017 to September 30, 2018 in an amount not-to-exceed \$290,203.

Adopt a resolution adjusting the fiscal year 2017-2018 final budget by increasing revenues and expenditures in the Department of Health Services by \$275,074 to reflect receipt of Sonoma County Office of Education grant revenue and associated expenditures. (4/5 vote required)

### **Executive Summary:**

This item requests approval of a memorandum of understanding for the County of Sonoma to receive revenue from the Sonoma County Office of Education and a services agreement with Community Child Care Council of Sonoma County. Both agreements support the First 5 Sonoma County quality rating and improvement system, a systemic approach to assess, improve, and communicate the level of quality in early care and education programs. The First 5 Sonoma County Commission approved the proposed agreements at the January 22, 2018 Commission meeting.

This item also requests approval of a resolution adjusting the fiscal year 2017-2018 budget to reflect receipt of Sonoma County Office of Education grant revenue and associated expenditures.

**Discussion:**

The overarching goal of the 2011-2020 First 5 Sonoma County Strategic Plan is to have *all children enter kindergarten ready to succeed*. The Strategic Plan goal areas are: 1) ensure the health and healthy development of children, 2) ensure families are supported and nurturing, 3) ensure that early care and education is high quality, 4) increase integration of systems to better serve children and families, and 5) engage the entire community to support achievement of First 5 Sonoma County goals. The agreements for which approval is being requested primarily support goal area 3.

Since 2010 First 5 Sonoma has focused on ensuring that early care and education is of the highest quality. Research has shown that children who have experienced quality preschool are more likely to demonstrate academic and social-emotional competence and will more likely enter kindergarten ready to succeed. Providing quality preschool can help close the achievement gap. Sonoma County's unique quality improvement programs include Road to the Early Achievement and Development of Youth, Value in Preschool, The Consultation Project, and Teachers Acquiring Language Learner Knowledge, all supported by First 5 Sonoma County. Both the California Department of Education and First 5 California's funding priorities are now aligned with efforts supported for many years in the community around quality improvement in early education by First 5 Sonoma County.

A quality rating and improvement system is a systemic approach to assess, improve, and communicate the level of quality in early care and education programs. Similar to rating systems for restaurants and hotels, quality rating and improvement systems award quality ratings to early care and education programs that meet a set of defined program standards. In efforts to support *Goal 3 – ensure that early care and education is high quality*, First 5 Sonoma County has selected *Quality Counts* as their quality rating and improvement system. Since 2014, over 100 sites have participated in *Quality Counts*, over 60 have been rated, and over \$760,000 has been distributed in awards and incentives for participation. Participating sites also received coaching, professional development and official observations and assessments, and approximately 1,145 Sonoma County preschoolers have benefitted from this increase in quality early education. *Quality Counts* will add new participants each year, with an estimated 300 sites receiving ratings by 2020.

*Quality Counts* was selected to receive California Department of Education Quality Rating and Improvement System Block Grants totaling \$1,350,611 since FY 14-15, in addition to the proposed grant of \$365,066, which will support efforts during school years 2017-2018 and 2018-2019. Funds from the California Department of Education have decreased each year as more counties develop their quality rating and improvement systems and apply for funds. Sonoma County Office of Education, as the Local Education Agency for the Sonoma County Quality Rating and Improvement System Consortium, will receive grant funds from the California Department of Education and pass them through to First 5 Sonoma County as the Lead Agency to oversee the rating process and provide administration as defined in the proposed memorandum of understanding. The Commission approved the memorandum of understanding with Sonoma County Office of Education at its January 22, 2018 meeting. Grant funds will be used to fund the proposed agreement with Community Child Care Council, First 5 Sonoma County staff, and additional, smaller quality rating and improvement system-related agreements to be executed under department delegated authority.

Community Child Care Council of Sonoma County, through the proposed agreement, will work to improve quality ratings for all participating early education sites in *Quality Counts*. Community Child Care Council has hired six experienced early learning coaches to work with sites across Sonoma County,



providing one-on-one coaching and technical assistance. Participant surveys demonstrate that providers find this support to be invaluable for their staff to incorporate changes to ongoing practices. Community Child Care Council will utilize Early Learning Coaches and a Master Coach to work with state preschool providers. They will also administer approximately \$170,000 in Tier 4 and 5 awards to state preschools participating in *Quality Counts*. The Commission approved the agreement with Community Child Care Council at its January 22, 2018 meeting. The Purchasing Agent approved a single source waiver request for this agreement on February 8, 2018.

Sonoma County First 5 Commission is an agency of the County of Sonoma, which by law has independent authority over its strategic plan and local trust fund. As directed by the Board of Supervisors in the Commission's enabling ordinance, the Commission follows established County administrative procedures for processing its contracts through its administrative agent, the Department of Health Services.

**Prior Board Actions:**

On November, 15, 2016, the Board approved 1) a memorandum of understanding with the Sonoma County Office of Education for the County of Sonoma to receive revenue to support the First 5 Sonoma County Quality Rating and Improvement System, *Quality Counts*, in the amount of \$371,720 through September 30, 2017 and 2) an agreement with Community Child Care Council of Sonoma County for *Quality Counts* services for the period of November 15, 2016 through September 30, 2017 for a total not-to-exceed amount of \$286,475.

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

The Sonoma County Quality Rating and Improvement System, *Quality Counts*, aligns with the County's Strategic Plan Goal Area 1 and First 5 Sonoma County Commission Strategic Plan Goal 3 (Ensure that Early Care and Education is High Quality) by working to ensure that all children enter kindergarten ready to succeed.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	49,863	40,129	0
Additional Appropriation Requested	275,074		
<b>Total Expenditures</b>	<b>324,937</b>	<b>40,129</b>	<b>0</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	324,937	40,129	
Fees/Other			0
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>324,937</b>	<b>40,129</b>	<b>0</b>

**Narrative Explanation of Fiscal Impacts:**

Additional appropriations of \$275,074 will be added to the FY 17-18 budget via resolution. Grant-funded expenditures of \$49,863 for First 5 Sonoma County staff are included in the FY 17-18 budget. Grant-funded expenditures and revenue of \$40,129 will be included in the FY 18-19 budget.

The Sonoma County Office of Education grant will provide revenue of \$324,937 in FY 17-18 and \$40,129 in FY 18-19, for a total of \$365,066. Per the terms of the grant, any balances remaining at the end of FY 17-18 shall automatically be carried forward to FY 18-19.

A summary of grant-funded expenditures is provided in the table below.

Description	FY 17-18 (\$)	FY 18-19 (\$)	Total (\$)
Community Child Care Council agreement	250,074	40,129	290,203
First 5 Sonoma County staff	49,863	0	49,863
Additional <i>Quality Counts</i> -related services agreements	25,000	0	25,000
Total (\$)	324,937	40,129	365,066

**Staffing Impacts**

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

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

N/A

**Attachments:**

Memorandum of understanding with Sonoma County Office of Education, services agreement with Community Child Care Council of Sonoma County, budgetary adjustment resolution

**Related Items "On File" with the Clerk of the Board:**

None



**Memorandum of Understanding:**  
**CSPP Quality Rating Improvement System Block Grant Year 4**  
**July 1, 2017 – September 30, 2018**  
*(FY 2017-18/FY 2018-19)*

This memorandum of understanding (MOU) is by and between **Sonoma County Office of Education, Child Care Planning Council**, hereinafter referred to as "SCOE", and **The County of Sonoma** on behalf of First 5 Sonoma County, hereinafter referred to as "First 5", for performance of services under the **CSPP Quality Rating Improvement System Block Grant** through the California Department of Education, Early Education and Support Division.

The purpose of this MOU is to establish the roles and responsibilities of the parties in the administration of the CSPP QRIS Block Grant funding.

**I. BACKGROUND**

The Sonoma County Quality Rating Improvement System (QRIS) Consortium was awarded \$365,066.00 of Proposition 98 funding to support local early learning and increase the number of low-income children in high quality state preschool programs, with SCOE/CCPC serving as the Fiscal Agent, and First 5 as the Lead Agency. The funding is for the purpose of allowing local consortia to give local QRIS Block Grants (awards) to California State Preschool Program (CSPP) sites that have been rated at a quality level of Tier 4 or higher, to raise the quality of CSPPs not yet at Tier 4, and allows use of up to twenty percent (20%) of the funds for conducting assessments of programs and providing or supporting access projects.

**II. CSPP QUALITY RATING IMPROVEMENT SYSTEM BLOCK GRANT COMPONENTS**

CSPP Quality Rating Improvement System Block Grant components include:

- Standards and Assessments
- Technical Assistance, Coaching and Quality Improvement
- Training and Professional Development
- Support, Incentives and Awards
- QRIS Rating

These components have been designed by the Sonoma County QRIS Consortium, and will be implemented by Consortium members and/or additional subcontractors.

**III. TERMS OF THE MOU**

The **Sonoma County QRIS Consortium** will provide direction and guidance to all Block Grant partners on the design and implementation of the Block Grant services. The following roles and responsibilities have been delineated by the Sonoma County QRIS Consortium.

**1. SCOE/CCPC's Roles and Responsibilities:**

- a. Serve as Fiscal Agent, receiving and disbursing funds from CDE, and submitting all required reports to CDE.
- b. Provide the external reliable assessments for this QRIS Block Grant through the Gateway to Quality Program administered by SCOE's Child Care Planning Council of Sonoma County (CCPC) and, therefore, contract with First 5 in the amount of \$25,000 for this purpose.

**2. First 5 Sonoma County's Roles and Responsibilities**

- a. Serve as Lead Agency, administering and allocating funding for the remaining QRIS Block Grant program components, as described in the approved CSPP QRIS Block Grant RFA response, which by reference is made part of this Agreement.
- b. Serve as Consortium Lead (Convener)
- c. Manage Portfolio TA & Rating, including Self-Assessment distribution & collection
- d. Issue stipends for participation & completion, and awards
- e. Provide QRIS Database management
- f. Issue and monitor funding contracts for Block Grant component activities
- g. Provide contract for external reliable assessments for this QRIS Block Grant through the Quality Counts Assessments program administered by SCOE's Child Care Planning Council of Sonoma County (CCPC).
- h. Submit financial activity reports to SCOE per the schedule below, and any program activity reports as required by CDE.

CDE Fiscal Reporting Period	Financial Activity Report Due to SCOE	Due to CDE
July 1, 2017 – February 28, 2018	3/16/2018	3/28/2018
March 1, 2018 – September 30, 2018	11/30/2018	12/31/2018

SCOE CONTACT: Susy Marrón  
CCPC/SCOE  
5340 Skylane Blvd.  
Santa Rosa, CA 95401  
(707) 524-2639  
[smarron@scoe.org](mailto:smarron@scoe.org)

First 5 CONTACT: Leah Benz  
First 5 Sonoma County  
490 Mendocino Ave, Suite 203  
Santa Rosa, CA 95401  
(707) 565-6614  
[leah.benz@sonoma-county.org](mailto:leah.benz@sonoma-county.org)

**IV. PAYMENT**

SCOE will pay to First 5 \$91,266.50 when 25% funding is received by CDE, and \$237,292.90 when CDE releases the remaining 65% of the initial 90%. SCOE will pay First 5 the remaining \$36,506.60, if expended, when the final 10% distribution of funds is made by CDE.

Any balances remaining at the end of any given fiscal year shall automatically be carried forward to the subsequent fiscal year. Under no circumstances will SCOE be responsible for more than the \$365,066 agreed upon.

First 5 Shall use the funds received from SCOE solely for the purposes outlined in this MOU.

**V. TERM OF MOU**

The term of this MOU shall be from July 1, 2017 through September 30, 2018.

**VI. CONFIDENTIALITY**

Both parties agree to maintain the confidentiality of all client information in accordance with applicable state and federal laws and regulations.

**VII. DISPUTE RESOLUTION**

If any conflicts or disputes arise between the two parties involved, staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties. If the parties are unable to resolve the dispute through such a meeting, then they agree to submit the dispute to non-binding mediation in order to try to do so with the assistance of a mediator.

**VIII. INDEMNIFICATION**

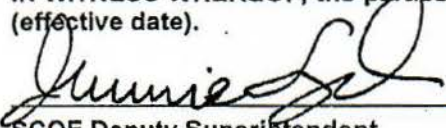
Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorney's fees and witness costs) arising from or in connection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

**IX. MERGER**

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

**X. SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of \_\_\_\_\_  
(effective date).

  
\_\_\_\_\_  
SCOE Deputy Superintendent

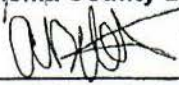
DATE: 1/24/18

\_\_\_\_\_  
Director of Health Services, Sonoma County

DATE: \_\_\_\_\_

Approved as to form:  
  
\_\_\_\_\_  
Sonoma County Deputy County Counsel

DATE: 1/30/18

  
\_\_\_\_\_  
Division Director, ~~Health Policy, Planning and Evaluation Division~~ First 5

DATE: \_\_\_\_\_

**FIRST AMENDED  
EXHIBIT A  
PAGE 2 OF 6  
LEGAL DESCRIPTION**

Exhibit "A"

Amended Legal Description

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 773 of Official Records, at Page 204, Sonoma County Records, said portion being more particularly described as follows:

Commencing at a 2 1/2" brass disk stamped "C.S.S.C." at Station 2+00 "K" as shown on a map titled Airport Industrial Park Lot Lease Map No. 2, dated March 1978, on file in the Sonoma County Department of Transportation and Public Works as Microfilm Number 37372, said brass disk also being shown as located South 39 degrees 18 minutes 19 seconds West, 65.00 feet from the point of reverse curvature on westerly the line of Lot A as shown and delineated on that Record of Survey filed in Book 264 of Maps, at Page 21, Sonoma County Records; thence South 88 degrees 46 minutes 04 seconds West, 65.00 feet to a point on the north line of Lot 5A of said Airport Industrial Park map; thence along the northerly line of Lot 5A and Lot 5 of last said map, South 89 degrees 06 minutes 32 seconds West, 256.05 feet to the northwest corner of said Lot 5; thence along the projection of the northerly line of said Lot 5, South 89 degrees 06 minutes 32 seconds West, 91.63 feet; thence North 00 degrees 48 minutes 43 seconds West, 1.58 feet to the Point of Beginning; thence on a curve to the right, having a radius of 50.00 feet and a central angle of 37 degrees 09 minutes 15 seconds, whose tangent bearing is North 75 degrees 51 minutes 58 seconds West, a distance of 32.42 feet; thence North 66 degrees 01 minute 26 seconds West, 235.54 feet; thence South 89 degrees 11 minutes 17 seconds West, 350.00 feet; thence South 00 degrees 48 minutes 43 seconds East, 320.34 feet to a point that bears South 89 degrees 06 minutes 32 seconds West from the southwesterly corner of said Lot 5; thence North 89 degrees 06 minutes 32 seconds East, 670.00 feet to a point that bears South 00 degrees 48 minutes 43 seconds East from the Point of Beginning; thence North 00 degrees 48 minutes 43 seconds West, 167.58 feet to the Point of Beginning.

Containing 3.80 acres, more or less.

BASIS OF BEARINGS: North 00 degrees 08 minutes 19 seconds East between found 2 1/2" brass disks stamped "C.S.S.C." marking the centerline of an unnamed street as shown and delineated on that map titled Airport Industrial Park Lot Lease Map No. 2, dated March 1978, on file in the Sonoma County Department of Transportation and Public Works as Microfilm Number 37372, and also as shown and delineated on the above referenced Record of Survey.

APN 059-260-010 (ptn)  
WILLIAMS  
Job No. 2010-021  
May 26, 2010



5-26-2010

**FIRST AMENDED  
EXHIBIT A  
PAGE 3 OF 6  
LEGAL DESCRIPTION**



**BAECHTEL HUDIS INC.**  
CONSULTING CIVIL ENGINEERS  
AND PLANNERS

**EXHIBIT "B"  
LEGAL DESCRIPTION  
PREPARED JUNE 2015**

**PARCEL "B"**

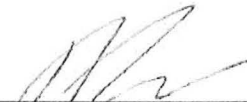
Being a portion of the Lands of The County of Sonoma as described in deed recorded in Book 773 of Official Records, at Page 204, Sonoma County Records, said portion more particularly described as follows:

Commencing at a 2 1/2" brass disk stamped "C.S.S.C. at Station 2+00."K" as shown on a Map titled Airport Industrial Park Lot Lease Map No. 2, dated March 1978, on file in the Sonoma County Department of Transportation and Public Works as Microfilm Number 37372, said brass disk also being shown as located South 39°18'19" West, 65.00 feet from The point of reverse curvature on the westerly line of Lot "A" as shown and delineated on That Record of Survey filed in Book 264 Maps, at Page 21, Sonoma County Records; thence South 86°46'04" West, 65.00 feet to a point on the north line of Lot 5A of said Airport Industrial Park Map, thence along the northerly line of Lot 5A and Lot 5 of last said map, South 89°06'32" West, 30.00 feet; said point being the True Point of beginning; thence along the northerly line of Lot 5A and Lot 5 of last said map, South 89°06'32" West, 256.06 feet to the northwest corner of said Lot 5; thence along the projection of the Northerly line of said Lot 5, South 89°06'32" West, 91.63 feet; thence leaving said line South 00°48'43" West, 166.00 feet more or less to the southerly line to the projection of the southerly line of said Lot 5; thence along said line; thence along said line North 89°06'32" East, 91.86 feet to the southwesterly corner of Lot 5; thence continuing along the southerly line of Lot 5, North 89°08'32" East, 226.05 feet; thence leaving said line North 00°53'28" West, 166.00 feet to the True Point of Beginning.

Containing 52,752 SQ. FT or 1.211 Acres more or less

**Basis of Bearing:**

North 00°08'19" East, As shown on the Record of Survey prepared by Herbert G. Passarino Inc. as recorded in Book of Maps 264 at Page 21 Sonoma County Records County records.

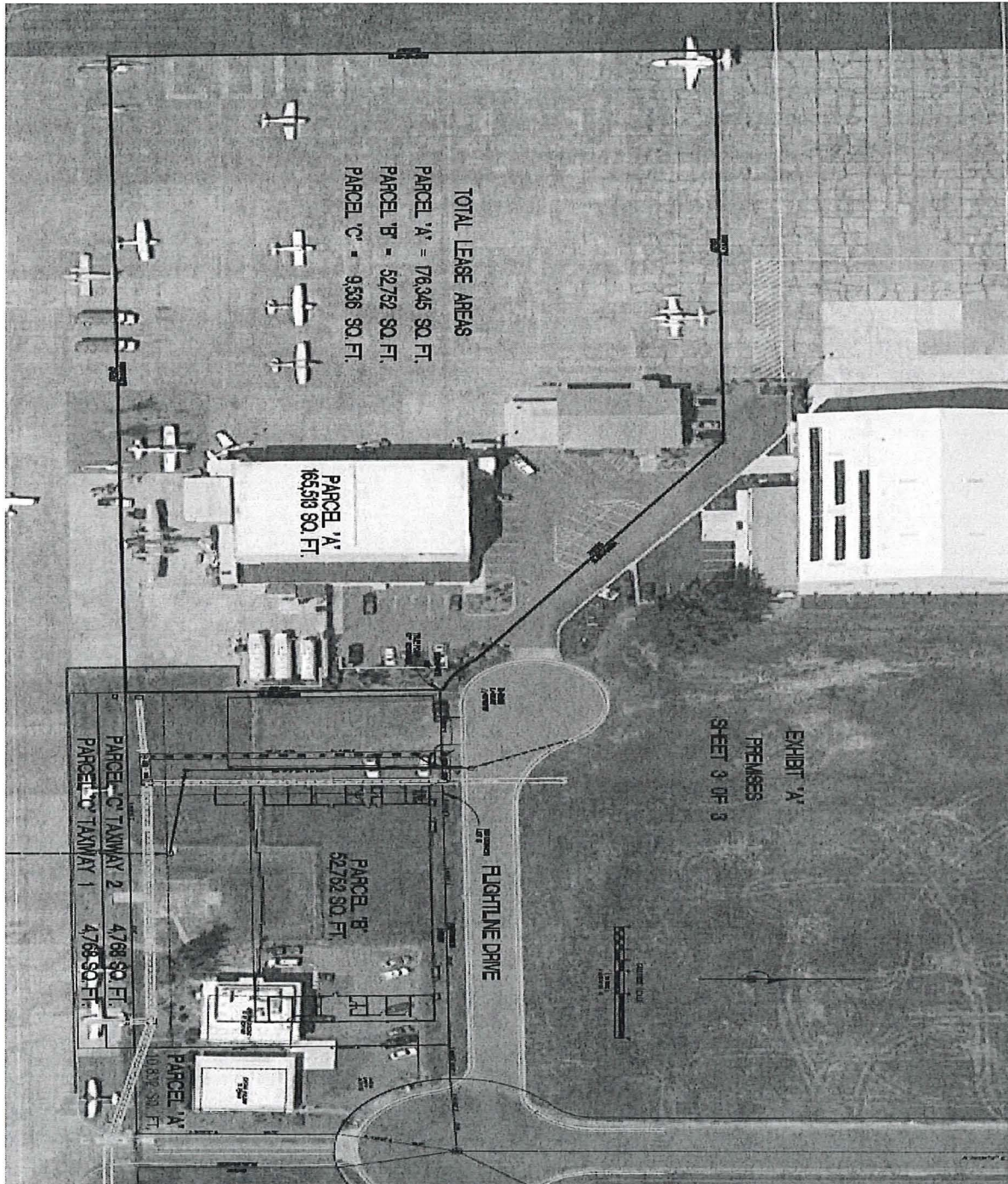
By   
Ralph Moody LS 5316  
My license expires December 31, 2015



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FIRST AMENDED  
EXHIBIT A  
PAGE 4 OF 6  
LEGAL DESCRIPTION



**FIRST AMENDED EXHIBIT A**  
**LEGAL DESCRIPTION**  
**PAGE 5 OF 6**  
**EXHIBIT "A"**  
**PARCEL D**

**LEGAL DESCRIPTION**

Being all of that portion of the lands of the County of Sonoma as described by deed recorded in Book 773 at Page 207 of Official Records of Sonoma County, described as follows;

Commencing at a point on the center line of Laughlin Road at, at a 2½" brass disk stamped CSSC RCE 15610 in a monument well from which a 2½" brass disk stamped CSSC RCE 15610 in a monument well bears North 00°01'28" East 846.61 feet, as shown on the Record of Survey map filed in Book 579 of Maps at Page 1, Sonoma County Records;

Thence leaving said centerline of Laughlin Road South 65°44'05" West 993.96 feet to the TRUE POINT OF BEGINNING of the herein described parcel;

Thence the following courses, South 22°10'10" East 137.70 feet, South 67°49'50" West 265.45 feet, North 22°10'10" West 137.70 feet and North 67°49'50" East 265.45 feet to the Point of Beginning.

Containing 36, 552 square feet more or less

Basis of Bearings: Record of Survey filed in Book 579 Maps Page 1, Sonoma County Records

Reference is made to Exhibit B attached hereto and made a part hereof.

This description prepared by Michael E. Ford, PLS 7237 in conformance with the California Land Surveyors' Act on December 8, 2017.

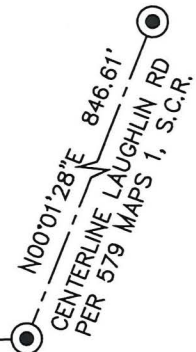
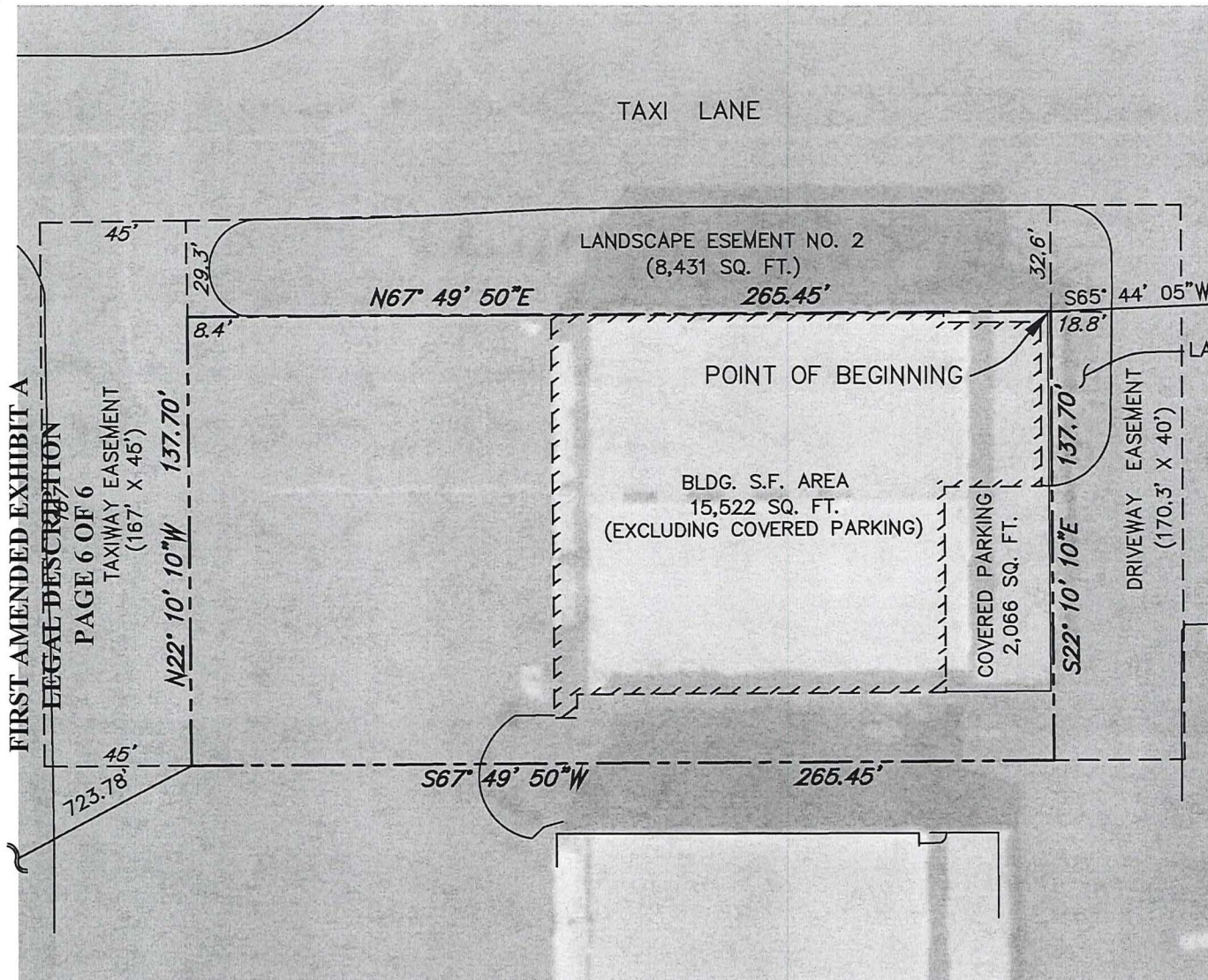


FIRST AMENDED EXHIBIT A  
LEGAL DESCRIPTION

PAGE 6 OF 6

TAXIWAY EASEMENT  
(167' X 45')

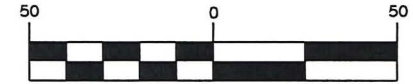
N22° 10' 10" W 137.70'



PARCEL D



GRAPHIC SCALE



( IN FEET )  
1 inch = 50 ft.

3 2



BRASS DISK AT  
CENTERLINE RUNWAY 32

EXHIBIT  
LEASE DESCRIPTION



2300 bethards drive, suite J  
santa rosa • california 95405  
p 707.542.8513 - f 707.542.1825  
www.michaelfordinc.com

FIRST AMENDED EXHIBIT C

BASE RENT

Parcel A Land Area (Square Feet):	176,331
Parcel B Land Area (Square Feet):	52,752
Parcel C Land Area (Square Feet) @ 50% Discount:	4,768
Parcel C Land Area (Square Feet) @ 75% Discount:	4,768
Parcel D Land Area (Square Feet)	36,522
Parcel D Easement #1 Landscaping (Square Feet)	893
Parcel D Easement #2 Landscaping (Square Feet) @ 50% discount	8,431
Parcel D Easement #3 Taxiway Easement (Square Feet) @ 50% discount	7,515

Base Ground Rent Monthly - Parcel A, Parcel B and Parcel C	\$8,645.94
Redwood Hangar Monthly Purchase Payment	\$3,698.44
Base Ground Rent Monthly - Parcel D	\$1,703.18
2347 Becker Blvd. Hangar Purchase Payment	<u>\$3,236.79</u>

TOTAL MONTHLY DUE FROM THE FIRST AMENDMENT LEASE \$17,284.35  
EFFECTIVE DATE OF FEBRUARY 1, 2018 UNTIL JUNE 30, 2018

COUNTY OF SONOMA  
AGREEMENT FOR SERVICES  
(Revision I – Non-BH – 2017 Sep 28)

This agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_\_  
("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") on behalf of First 5 Sonoma County Commission (hereinafter "Commission"), and Community Child Care Council of Sonoma County (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified, early-childhood resource agency, experienced in the provision of early-childhood education and related services;

WHEREAS, Commission is an agency of the County with independent authority over the First 5 Sonoma County Commission Strategic Plan and the local special revenue fund; and use of the term "County" in this Agreement necessarily includes the Commission;

WHEREAS, Commission desires to allocate California Department of Education CSPP Round 4 resources to Administer Tier 4 and 5 Rating Awards and provide coaching services to California State Preschool Programs in accordance with the program goals and objectives outlined in the First 5 Sonoma County Commission Strategic Plan; and

WHEREAS, in the judgment of Commission, it is necessary and desirable to employ the services of Contractor for the above services.

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

A G R E E M E N T

1. Scope of Services

1.1. Contractor's Specified Services

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

1.2. Cooperation With County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and

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

1.4. Assigned Personnel

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

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein:

- Exhibit A. Scope of Work
- Exhibit B. Budget
- Exhibit C. Insurance Requirements

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services

Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"). Should documented costs and expenses total less than the authorized annual total (on a fiscal-year basis), at the sole discretion of County, the unexpended balance shall carry forward to the next fiscal year until the expiration of this Agreement. Any balance carried forward may be offset by County, at its sole discretion, against the amount due for the next fiscal year under the Agreement. Contractor shall submit its bills in arrears on a monthly

basis in a form approved by County's Auditor and the Head of County department receiving the services. The bills shall show or include: (i) the task(s) performed, (ii) the time in quarter hours devoted to the task(s), (iii) the hourly rate(s) of the person(s) performing the task(s), and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$290,203 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or partnership with a permanent place of business in California, (3) a corporation/LLC or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

2.4. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.5. Disallowance of Payment

In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.6. Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form", which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

2.7. Federal Funding

This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

2.7.1. Required Information

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

- a. CFDA Number:
- b. CFDA Title:
- c. Federal Agency:
- d. Award Name:
- e. Federal Award(s) Amount:

2.7.2. Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$750,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

2.7.3. Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.7.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of



Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.7.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.7.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from July 1, 2017 to September 30, 2018 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days advance written notice to Contractor.

4.2. Termination for Cause

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

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor 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 Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services

which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

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

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

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

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described

in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

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

8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor

9.1. Standard of Care

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

9.2. Status of Contractor

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

9.3. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.4. Taxes

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

9.5. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least 7 years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

9.5.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

9.6. Conflict of Interest

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that

would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7. Statutory Compliance/Living Wage Ordinance

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

9.8. Nondiscrimination

Without limiting any other provision hereunder, Contractor 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, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9. AIDS Discrimination

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

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

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

9.12. Authority

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

9.13. Sanctioned Employee

Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to monthly review said state and federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.15. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Section 9.15 shall survive termination of this Agreement.

9.16. Contractor Notification of Breach or Improper Disclosures

County receives funding for CSPP Round 4 Coaching and Incentives from the State Department of Education pursuant to the QRIS CSPP Block Grant 2017-2018 (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"), and requires that County contractually obligate any of its subcontractors to also comply with these requirements.

9.16.1. The State Contract requires County to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). Contractor shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach or improper disclosure by telephone and either email or facsimile.

9.16.2. In the event that the State Contract requires County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

9.17. Lobbying

If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.18. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9.19. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

9.20. Charitable Choice/Faith-Based Organizations

Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (i) the funds are

made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

9.20.1. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

9.20.2. Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

#### 10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party'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 party 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 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

#### 11. Assignment and Delegation

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

#### 12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:



To County:

Angie Dillon-Shore  
Executive Director  
First 5 Sonoma County  
490 Mendocino Avenue, Suite 203  
Santa Rosa CA 95401  
707.565.6686  
Angie.Dillon-Shore@sonoma-county.org

To Contractor:

Melanie Dodson  
Executive Director  
Community Child Care Council of Sonoma County  
131-A Stony Circle Suite 300  
Santa Rosa CA 95401  
707-522-1413  
mdodson@sonoma4cs.org

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

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

13.3. Consent

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

13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum

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

13.6. Captions

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

13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. 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.

13.8. Survival of Terms

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

13.9. Time of Essence

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

13.10. Counterparts and Electronic Copies

The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

§ The remainder of this page has intentionally been left blank. §

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

**CONTRACTOR:**

  
\_\_\_\_\_  
Melanie Dodson, Executive Director  
Community Child Care Council of Sonoma County

2/13/18  
Dated

**COUNTY OF SONOMA:**  
Certificate of Insurance on File with County:

\_\_\_\_\_  
Barbie Robinson, Director  
Department of Health Services

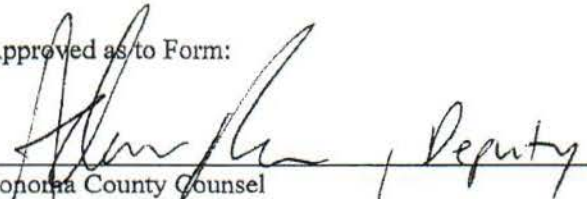
\_\_\_\_\_  
Dated

Approved as to Substance:

  
\_\_\_\_\_  
Angie Dillon-Shore, Executive Director  
First 5 Sonoma County Commission

2-14-18  
Dated

Approved as to Form:

  
\_\_\_\_\_  
Sonoma County Counsel, Deputy

2/2/18  
Dated

**Exhibit A. Scope of Work**

<b>Organization</b>	Community Child Care of Sonoma County (4Cs)
<b>Project Title</b>	California State Preschool Program (CSPP) Round 4 Coaching and Incentives
<b>Project Summary</b>	Distribute Commission-directed Quality Rating and Improvement System (QRIS) Tier-Rating awards to California State Preschool Program (CSPP) sites with high quality ratings (i.e., Tier 4 or 5). Provide quality coaching services to all CSPP sites participating in Sonoma County’s local QRIS, Quality Counts.

<b>Core Activity</b>	<b>Timeline</b>	<b>Title of Person(s) Responsible</b>	<b>Implementation Data to be Reported</b>
Distribute financial awards to CSPP sites earning quality ratings of Tier 4 or 5 as directed by the First 5 Sonoma County Commission.	Jul 1, 2017 – Sep 30, 2018	Finance Director	Invoice records
Provide quality coaching services to CSPP sites.	Jul 1, 2017 – Sep 30, 2018	Quality Counts Program Director  Quality Counts Early Learning Coaches	iPinwheel data for all CSPP sites participating in Quality Counts, including: <ul style="list-style-type: none"> <li>○ Coaching logs</li> <li>○ Agency level data</li> <li>○ Site level data</li> </ul>

**Exhibit B. Budget**

<b>Personnel</b>		<b>FY 17-18 (\$)</b>	<b>FY 18-19 (\$)</b>	<b>Total (\$)</b>
1.	Program Director (QI 1000)	15,450	3,863	19,313
2.	Early Learning Coach II (QI 2000)	50,960	12,740	63,700
	<b>Subtotal Salaries</b>	<b>66,410</b>	<b>16,603</b>	<b>83,013</b>
	Benefits	12,731	2,946	15,677
	<b>Total Personnel</b>	<b>79,141</b>	<b>19,549</b>	<b>98,690</b>
<b>Operating Expenses</b>				
1.	Program Supplies (QI 4000)	200		200
2.	Travel (QI 5000 Travel)	1,080	120	1,200
3.	Incentives (Local Block Grants)	153,000	17,000	170,000
	<b>Total Operating</b>	<b>154,280</b>	<b>17,120</b>	<b>171,400</b>
	<b>Subtotal Budget</b>	<b>233,421</b>	<b>36,669</b>	<b>270,090</b>
Indirect Costs (not to exceed 15% of subtotal budget) (QI 5000 Other)				
		16,653	3,460	20,113
	<b>Total</b>	<b>250,074</b>	<b>40,129</b>	<b>290,203</b>

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**Exhibit C. Insurance Requirements**  
(Template 3 – Rev 2016 Mar 16)

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

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.
- e. If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- 
- d. **"First 5 Sonoma County Commission and the County of Sonoma, their Officers, Agents, and Employees"** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. ***Required Evidence of Insurance***
    - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
    - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required 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 Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
  - c. Insurance shall cover hired and non-owned autos.
  - d. ***Required Evidence of Insurance***: Certificate of Insurance.
4. Standards for Insurance Companies
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
5. Documentation
- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.

- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

**First 5 Sonoma County Commission and the County of Sonoma, their  
Officers, Agents, and Employees  
Attn: DHS – Contract & Board Item Development Unit  
3313 Chanate Road  
Santa Rosa CA 95404**

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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





County of Sonoma  
State of California

Date: March 20, 2018

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



4/5 Vote Required

**Resolution of the Board of Supervisors of the County Of Sonoma, State of California, Authorizing Budgetary Adjustments to the Fiscal Year 2017-2018 Adopted Budget, Appropriating \$275,074 from a Sonoma County Office of Education Grant to the Health Services Special Revenue Fund to Allocate Funding for First 5 Sonoma County-Related Expenditures Within the Department of Health Services.**

**Whereas**, the Board of Supervisors has adopted the final budget for fiscal year 2017-2018 in accordance with Section 29088 of the Government Code of the State of California; and

**Whereas**, the Government Code allows for adjustments to the adopted budget during the 2017-2018 fiscal year.

**Now, Therefore, Be It Resolved** that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2017-2018 adopted budget for the increases listed in Exhibit A.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





## 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:** The Board of Supervisors of Sonoma County and Board of Directors of the Sonoma County Water Agency

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Carol Allen – (707) 565-2549

**Supervisorial District(s):**

All

**Title:** Side Letter to the Memorandum of Understanding Between The County of Sonoma and The International Union of Operating Engineers, Stationary Engineers, Local No. 39.

### **Recommended Actions:**

Adopt a Concurrent Resolution Approving a Side-Letter of Agreement that Eliminates the Vacation Purchase Plan and Accelerates Vacation Accruals for Employees During the First Four (4) Years of Employment.

### **Executive Summary:**

This Board Item recommends that the Sonoma County Board of Supervisors and Board of Director of the Sonoma County Water Agency adopt a concurrent resolution approving a Side-Letter of Agreement that eliminates the Vacation Purchase Plan (“VPP”) currently provided for in the Memorandum of Understanding (“MOU”) between the County of Sonoma (“County”) and the International Union of Operating Engineers, Stationary Engineers, Local 39 (“Local 39”). This action is necessary for compliance with Internal Revenue Service Code (IRS) regulations. As a replacement for the VPP, the Side-Letter of Agreement also accelerates vacation accruals for employees represented by Local 39 during their first four years of employment.

### **Discussion:**

The VPP is a provision in the MOUs between the County and four recognized employee organizations that provides each eligible full-time employee with the option to purchase up to forty (40) hours of vacation leave each calendar year during their first five (5) years of permanent, probationary, or unclassified employment when employees accrue fewer vacation days. The vacation accrual rates start at approximately 90 in the first two years and increase incrementally each year to 125 hours by the fifth year of employment.

During the last bargaining cycle, the County became aware that the VPP might not comply with Internal Revenue Code section 125. The County retained outside counsel to conduct a legal review of the VPP and to advise on compliance with the Internal Revenue Code. Outside counsel confirmed that the VPP should be redesigned or replaced to meet IRS requirements. In addition to Local 39, there are three other bargaining groups that also have the VPP provision in their MOUs, Service Employees' International Union Local 1021, Engineers and Scientists of California Local 20, and Western Council of Engineers. The County is in the process of meeting and conferring with the remaining groups for a replacement plan.

Prior to June 14, 2016, the Salary Resolution included a VPP for Unrepresented and Confidential employees. On June 14, 2016, the Board approved accelerated vacation accruals for the first four years of employment for Unrepresented and Confidential employees as a replacement for the VPP.

On September 13, 2017, the County notified Local 39 that pursuant to Article 25 (Full Understanding And Separability) of the MOU the County would suspend Section 17.6 (Vacation Purchase Plan) effective October 10, 2017. In accordance with Article 25.2 (Separability) of the MOU, the County met and conferred with Local 39 for the purpose of arriving at a mutually satisfactory replacement for the VPP. During the meet and confer process Local 39 proposed that in exchange for Local 39's agreement to eliminate the VPP, the County would accelerate vacation accruals for Local 39 members with zero (0) to four (4) years of County service to 4.83 hours of vacation per 80 in-service hours worked, with an effective date of October 10, 2017. This acceleration of vacation accruals meets the original intent of the VPP to provide an opportunity to allow employees additional vacation hours in the first five years of employment. Accelerated accruals if approved for Local 39 will add approximately 30 vacation hours from the date of hire up to two years, 15 additional hours in years two up to three and 8 additional hours in years three and four. The recommended effective date coincides with the date the VPP was suspended. If approved by the Board, Payroll will implement the additional vacation accruals for each eligible employee.

The County tentatively agreed to Local 39's proposal.

**Prior Board Actions:**

Memorandum of Understanding Between The County Of Sonoma, And The International Union Of Operating Engineers, Stationary Engineers, Local No. 39, July 1, 2016 – July 1, 2018, Approved on July 19, 2016. Resolution #16-0275  
Amendments to Salary Resolution, June 14, 2016, Resolution #16-0234

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
Additional vacation hours as a result of this action will not result in the need for additional funding.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment A: Side-Letter of Agreement between the County of Sonoma and International Union of Operating Engineers, Stationary Engineers, Local 39.			
Attachment B: Resolution Approving a Side-Letter of Agreement that Eliminates the Vacation Purchase Plan and Accelerates Vacation Accruals for Employees During the First Five (5) Years of Employment.			
<b>Related Items "On File" with the Clerk of the Board:</b>			

## SIDE-LETTER OF AGREEMENT

COUNTY OF SONOMA  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39

On September 13, 2017, the County of Sonoma ("County") notified the International Union of Operating Engineers, Local 39 ("Local 39") that in accordance with Article 25 - Separability of the Memorandum of Understanding ("MOU") the County would suspend Section 17.6 - Vacation Purchase Plan ("VPP") effective October 10, 2017. On October 19, 2017, the County notified Local 39 that, in response to the Complex Fire Emergency, it had extended the date through which employees could use their VPP balances to December 4, 2017.

The County and Local 39 met and conferred for the purpose of arriving at a mutually satisfactory replacement of Section 17.6 of the MOU, and agree to the following:

1. Section 17.6 – Vacation Purchase Plan and Buyback for Unused Vacation, shall be modified as follows:

The following text has been redlined. Section 17.6 Vacation Purchase Plan and Buyback for Unused Vacation

~~17.6 — Vacation Purchase Plan and Buyback for Unused Vacation~~

~~17.6.1 Vacation Purchase Plan — Full-Time Employees~~

~~Each eligible full-time employee may elect to purchase up to forty (40) hours of vacation leave each calendar year during their first five (5) years of permanent, probationary, or unclassified employment. Vacation purchased shall not exceed two hundred (200) hours. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of 10,435 in-service hours. Each eligible employee must submit a signed vacation purchase plan agreement to his/her Departmental Payroll Clerk. Upon receipt the employee's future bi-weekly salary will be reduced by a minimum of two (2) hour increments until the purchase plan agreement has been fulfilled. Purchased vacation will be posted to the employee's leave balance upon purchase and will be available to the employee the pay period following purchase. All purchases of vacation must be completed prior to the end of the calendar year in which the employee reaches the in-service hours of 10,435.~~

~~17.6.1 Vacation Purchase Plan — Part-Time Employees~~

~~Part-time employees will be eligible to purchase vacation time on a pro-rata basis.~~

~~17.6.2 Guidelines~~

~~The additional vacation purchased is subject to the following guidelines:~~

~~17.6.2.1 — Purchased vacation must be taken before accrued vacation in Section 17.3.~~

~~17.6.2.2 — Purchased vacation is subject to the maximum accumulation limits and usage in Section 17.3.~~

~~17.6.2.3~~ Purchased vacation is subject to the same provisions in Section 17.5.

~~17.6.2.4~~ Purchased vacation hours when taken as time off will not be included in paid status hours for the purposes of shift pay and premium pay.

~~17.6.2.5~~ Vacation purchased will be paid off at the employee's base hourly rate at the time of termination.

Section 17.6 has been replaced with the following:

~~17.6.3~~ 17.6 Payment for Unused Vacation

Each employee who is separated from the County service shall be entitled to payment for all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of termination.

2. To replace the benefit lost to County employees as a result of the elimination of the Vacation Purchase Plan, Section 17.3 – Vacation Accrual Rates shall be modified as follows:

17.3 Vacation Accrual Rates

Each employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime, up to eighty (80) hours. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS PER PAY PERIOD	MAXIMUM ACCUMULATED HOURS
--------------------------------------	---------------------------------------	---	---------------------------

The following text has been redlined.

~~0 through 2 years~~      ~~0 to 4,173~~      ~~3.61~~      ~~280~~

~~2 through 3 years~~      ~~4,174 to 6,260~~      ~~4.22~~      ~~280~~

~~3 through 4 years~~      ~~6,261 to 8,347~~      ~~4.53~~      ~~280~~

The redlined information has been replaced with the following:

~~4~~ 0 through 5 years      ~~8,348~~ 0 to 10,434      4.83      280

5 through 10 years      10,435 to 20,870      5.14      280

10 through 15 years      20,871 to 31,305      6.37      280

15 through 20 years      31,306 to 41,741      6.98      280

20 through 25 years      41,742 to 52,177      7.59      280

25 or greater years      52,178 or more      7.90      280

3. The vacation accrual rates set forth in Section 2 of this Side-Letter of Agreement shall be effective from October 10, 2017.

4. Local 39 agrees that the County has met its obligation to meet and confer on the contents of this Side Letter of Agreement.
5. This Side Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety.
6. No agreement, understanding, variation, waiver of modification of any of the terms or provision contained herein shall in any manner be binding upon the parties hereto unless made and executed writing by the parties hereto and approved and implemented by the County's Board of Supervisors.
7. The waiver of any breach, term, or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

FOR THE COUNTY:

Paul Allen

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: 2/22/18

FOR LOCAL 39:

Steve Crouch

Steve Crouch  
Director of Public Employees

Stan Eichenberger

Stan Eichenberger  
Business Representative

Date: 2/15/18



## SIDE-LETTER OF AGREEMENT

COUNTY OF SONOMA  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39

On September 13, 2017, the County of Sonoma ("County") notified the International Union of Operating Engineers, Local 39 ("Local 39") that in accordance with Article 25 - Separability of the Memorandum of Understanding ("MOU") the County would suspend Section 17.6 - Vacation Purchase Plan ("VPP") effective October 10, 2017. On October 19, 2017, the County notified Local 39 that, in response to the Complex Fire Emergency, it had extended the date through which employees could use their VPP balances to December 4, 2017.

The County and Local 39 met and conferred for the purpose of arriving at a mutually satisfactory replacement of Section 17.6 of the MOU, and agree to the following:

1. Section 17.6 – Vacation Purchase Plan and Buyback for Unused Vacation, shall be modified as follows:

~~17.6 – Vacation Purchase Plan and Buyback for Unused Vacation~~

~~17.6.1 Vacation Purchase Plan – Full-Time Employees~~

~~Each eligible full-time employee may elect to purchase up to forty (40) hours of vacation leave each calendar year during their first five (5) years of permanent, probationary, or unclassified employment. Vacation purchased shall not exceed two hundred (200) hours. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of 10,435 in-service hours. Each eligible employee must submit a signed vacation purchase plan agreement to his/her Departmental Payroll Clerk. Upon receipt the employee's future bi-weekly salary will be reduced by a minimum of two (2) hour increments until the purchase plan agreement has been fulfilled. Purchased vacation will be posted to the employee's leave balance upon purchase and will be available to the employee the pay period following purchase. All purchases of vacation must be completed prior to the end of the calendar year in which the employee reaches the in-service hours of 10,435.~~

~~17.6.1 Vacation Purchase Plan – Part-Time Employees~~

~~Part-time employees will be eligible to purchase vacation time on a pro-rata basis.~~

~~17.6.2 Guidelines~~

~~The additional vacation purchased is subject to the following guidelines:~~

~~17.6.2.1 – Purchased vacation must be taken before accrued vacation in Section 17.3.~~

~~17.6.2.2 – Purchased vacation is subject to the maximum accumulation limits and usage in Section 17.3.~~

~~17.6.2.3~~ — Purchased vacation is subject to the same provisions in Section 17.5.

~~17.6.2.4~~ — Purchased vacation hours when taken as time off will not be included in paid status hours for the purposes of shift pay and premium pay.

~~17.6.2.5~~ — Vacation purchased will be paid off at the employee's base hourly rate at the time of termination.

~~17.6.3~~ 17.6 Payment for Unused Vacation

Each employee who is separated from the County service shall be entitled to payment for all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of termination.

2. To replace the benefit lost to County employees as a result of the elimination of the Vacation Purchase Plan, Section 17.3 – Vacation Accrual Rates shall be modified as follows:

17.3 Vacation Accrual Rates

Each employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime, up to eighty (80) hours. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS PER PAY PERIOD	MAXIMUM ACCUMULATED HOURS
<del>0 through 2 years</del>	<del>0 to 4,173</del>	<del>3.61</del>	<del>280</del>
<del>2 through 3 years</del>	<del>4,174 to 6,260</del>	<del>4.22</del>	<del>280</del>
<del>3 through 4 years</del>	<del>6,261 to 8,347</del>	<del>4.53</del>	<del>280</del>
4 through 5 years	8,348 to 10,434	4.83	280
5 through 10 years	10,435 to 20,870	5.14	280
10 through 15 years	20,871 to 31,305	6.37	280
15 through 20 years	31,306 to 41,741	6.98	280
20 through 25 years	41,742 to 52,177	7.59	280
25 or greater years	52,178 or more	7.90	280

3. The vacation accrual rates set forth in Section 2 of this Side-Letter of Agreement shall be effective from October 10, 2017.

4. Local 39 agrees that the County has met its obligation to meet and confer on the contents of this Side Letter of Agreement.
5. This Side Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety.
6. No agreement, understanding, variation, waiver of modification of any of the terms or provision contained herein shall in any manner be binding upon the parties hereto unless made and executed writing by the parties hereto and approved and implemented by the County's Board of Supervisors.
7. The waiver of any breach, term, or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

FOR THE COUNTY:

Paul Allen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 2/22/18

FOR LOCAL 39:

Steve Crouch  
Steve Crouch  
Director of Public Employees

Stan Eichenberger  
Stan Eichenberger  
Business Representative

Date: 2/15/18



## 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:** Sonoma County Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Nick Honey, 565-4343  
Regina de Melo, 565-4346

**Supervisorial District(s):**

All

**Title:** Amendments to Contracts for Services for Foster Youth and Families

### **Recommended Actions:**

Authorize the Human Services Director to approve contract amendments that increase funding for existing contracts for fiscal year 2017-2018 with True to Life Children's (TLC) Services (\$32,232 increase to \$1,024,232), Lilliput Family Services (\$15,000 increase to \$625,000), and American Logistics Company (\$30,000 increase to \$125,000) to provide supportive services to youth and families involved in foster care through June 30, 2018.

### **Executive Summary:**

The Human Services Department, Division of Family Youth and Children, requests approval to increase three existing contracts for services in order to provide additional community-based services and resources to families involved with child welfare services. The requested amendments are:

1. Amend the existing 2-year contract with True to Life Children's Services (TLC) to provide two additional youth with housing services through the Transitional Housing Plus Program. The cost for these services would be \$32,232, increasing the contract to \$1,024,232. The services would be provided through June 30, 2018.
2. Amend the existing 2-year contract with Lilliput Family Services to provide an additional \$15,000, increasing the contract limit to \$625,000, specifically for basic needs and furnishings for new emergency placements of foster children with their relatives at their Kinship Center.
3. Amend the existing 1-year contract with American Logistics Company by \$30,000, increasing the contract limit to \$125,000, in order to provide additional service in response to an increased need in transportation services for foster youth to and from school.

### **Discussion:**

The Human Services Department contracts with local community-based organizations for supportive services for foster youth and families in order to improve the well-being of youth while they are in foster care and reduce barriers that caregivers may face when caring for a foster youth. A number of different

services are offered in order to address individual needs of families. Three of the services require an increase in the contracted expense to address temporary housing for older youth, resources and support for relative caregivers, and transportation for youth to and from school.

Through the Transitional Housing Program (THP+) program, funded by the Human Services Department, True to Life Children's Services (TLC) provides housing and supportive services for up to twenty-four months to older youth that are potentially homeless. A Request for Proposals (RFP) process was completed in March of 2016 and the contract was awarded July 1, 2016 for a 2-year term. The contract is currently funded at \$480,000 annually; providing \$32,232 in additional funding in FY 2017-18 will allow the program to offer two more youth with housing and services for six months (January – June 2018). This is a one-time only contract augmentation using Realignment funding in order to address the more acute current needs.

Lilliput Family Services provides a variety of supports to relative caregivers at their Kinship Center in Santa Rosa. Often, relative caregivers reach out to Lilliput in urgent need of support for basic items, like small furnishings and school supplies in order to ready their home for the foster youth. The 2-year contract is currently funded at \$305,000 annually; the amendment adds \$15,000 to Lilliput's budget in FY 2017-18 specifically for these items. This amendment is necessary because it has been recently identified that the existing budget is not sufficient to meet the volume of basic needs required to successfully support relatives caring for children. An RFP process was completed in March 2014 and a new RFP process is underway currently, with an anticipated contract award date of July 2018. This will be funded with Title IV-E and Realignment funds and will be included in the Fiscal Year 2018-19 and FY 2019-20 budgets for kinship services in order to provide cost-effective support to new relative caregivers.

American Logistics Company (ALC) provides transportation for youth to and from school. This service was procured as a sole source and is utilized for children temporarily staying at Valley of the Moon as well as for children in placements where the ability to provide transportation to and from school is a significant barrier to keeping the child in a placement with a family. Management staff had researched other potential providers, but they lacked the capacity to be able to provide this service with the flexibility that was required to address the variable needs of the different children/family situations in a cost effective way.

FY 2017-18 is the first year that the Human Services Department is required to provide this transportation and the original contract is \$95,000. Halfway through the contract period, projected utilization and costs are higher than originally anticipated; therefore, a budgeted increase of \$30,000 is necessary to ensure that services can be provided for the remainder of the school year. This funding will be included in the FY 2018-19 and FY 2019-20 budgets for transportation services in order to provide required transport for youth. Title IV-E and Realignment funding will be utilized to fund this augmentation in each fiscal year.

By amending these contracts, the Human Services Department will be able to expand services to better address the needs of foster youth and families. Funding for these augmentations was made available through redirection of funds from other expenses that are projected to be underspent and the funding is included in the current fiscal budget for FY 2017-18 as well as the budget for FY 2018-19 for services

with a planned continuation.

**Prior Board Actions:**

June 14, 2016 – Board of Supervisors approved original contracts with True to Life Children’s Services (TLC) and Lilliput Family Services.

June 13, 2017 – Board of Supervisors approved original contract with American Logistics Company as well as amendment of True to Life Children’s Services.

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

These contracted services support a safe, healthy and caring community by providing additional supportive services to foster youth and families.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	\$77,232		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$77,232</b>	<b>\$45,000</b>	<b>\$45,000</b>

**Funding Sources**

General Fund/WA GF			
State/Federal	\$77,232	\$45,000	\$45,000
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$77,232</b>	<b>\$45,000</b>	<b>\$45,000</b>

**Narrative Explanation of Fiscal Impacts:**

Funds for these contracts are included in the approved FY 2017-18 Human Services budget. In FY 2018-2019, \$32,232 is a one-time expense funded through Realignment Funds only. The remaining costs are ongoing and will be funded with Title IV-E and Realignment funds.

**Staffing Impacts**

<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
None			

<b>Narrative Explanation of Staffing Impacts (If Required):</b>
N/A
<b>Attachments:</b>
Contract Amendments with Lilliput, True to Life Children’s Services (TLC) and American Logistics Company
<b>Related Items “On File” with the Clerk of the Board:</b>
N/A

**Lilliput Children's Services**  
**Amendment Number 1**  
to the Agreement to Provide  
**KINSHIP SUPPORT SERVICES**  
Agreement Number: FYC-LCS-KINSHP-1618  
Funding Amount: \$625,000.00  
Term: 07/01/2016 to 06/30/2018

On July 1, 2016, the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Lilliput Children's Services, a California non-profit corporation (hereinafter "Contractor") executed an Agreement to provide Kinship Support Services.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement, specifically as follows:

1. Revise Article 2, Payment, to increase the total agreement amount by Fifteen Thousand Dollars (\$15,000.00), for a new total amount not to exceed Six Hundred Twenty-Five Thousand Dollars (\$625,000.00); and
2. Revise Exhibit B, Article 5, Budget, to add the funds to the line item for Fiscal Year 17-18 Emergency Support so that funds provide additional concrete supports to caregivers.

RECITALS

- A. The purpose of this Amendment is to modify the terms and conditions of this Agreement between the County and Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein.

SPECIFIC PROVISIONS

Specific Provisions of the Agreement are amended as follows:

2. Payment.

For all services required hereunder, Contractor shall be paid on a monthly basis in accordance with "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Six Hundred Twenty-Five Thousand Dollars (\$625,000.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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



**EXHIBIT B: Fiscal Provisions / Budget**

5. Budget

<b>Personnel Expenses</b>	<b>16-17</b>	<b>17-18</b>	<b>Totals</b>
Program Director (2 hrs/wk)	5,870	5,870	11,740
Program Supervisor (20 hrs/wk)	30,004	30,004	60,008
Social Worker/Case Coordinator (80 hrs/wk)	96,554	96,554	193,108
Parent Partner (30 hrs/wk)	24,258	24,258	48,516
Program/Adminitrative Assistant (20 hrs/wk)	15,600	15,600	31,200
<b>Subtotal of Personnel Expenses</b>	<b>172,286</b>	<b>172,286</b>	<b>344,572</b>
Benefits (24.75%)	42,641	42,641	85,282
<b>Subtotal Personnel &amp; Benefit Expenses</b>	<b>214,927</b>	<b>214,927</b>	<b>429,854</b>
<b>Operating &amp; Equipment Expenses</b>			
Office Lease / Occupancy and Utilities	22,464	22,464	44,928
Telecommunications/Phone	2,000	2,400	4,400
Postage and Office Supplies	1,500	1,200	2,700
Travel	8,000	8,000	16,000
Books and Program Materials			
Participant Support Costs: Enrichment, Groups and Activities, and other participant support costs.	3,382	3,282	6,664
Emergency Support	25,000	40,000	65,000
<b>Subtotal of Operating Expenses</b>	<b>62,346</b>	<b>77,346</b>	<b>139,692</b>
<b>Subtotal Personnel &amp; Operating Expenses</b>	<b>277,273</b>	<b>292,273</b>	<b>569,546</b>
<b>Indirect Expenses</b>			
Indirect Personnel (10.0%)	21,493	21,493	42,986
Indirect Operating (10.0%)	6,234	6,234	12,468
<b>Subtotal of Indirect Expenses</b>	<b>27,727</b>	<b>27,727</b>	<b>55,454</b>
<b>CONTRACT TOTAL</b>	<b>305,000</b>	<b>320,000</b>	<b>625,000</b>


Except as expressly modified in this Amendment, the terms and conditions of Agreement Number FYC-LCS-KINSHP-1618 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR:

Lilliput Children's Services

By: 

Name: Karen Alvord  
Title: Chief Executive Officer

Date: 1/29/18

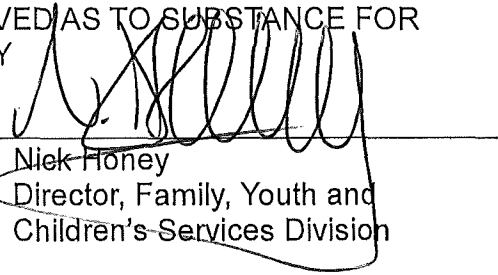
COUNTY OF SONOMA:

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

Name: Karen Fies  
Title: Director, Human Services Department

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

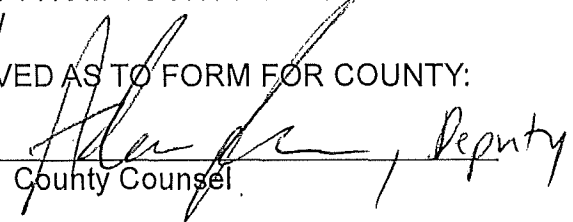
APPROVED AS TO SUBSTANCE FOR COUNTY

By: 

Name: Nick Honey  
Title: Director, Family, Youth and Children's Services Division

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY:

By: , Deputy  
County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES APPROVED BY RISK MANAGEMENT

By: 

**TLC Child & Family Services  
Amendment Number 2  
to the Agreement to Provide  
TRANSITIONAL HOUSING PLUS PROGRAM SERVICES**  
Agreement Number: FYC-TLC-THP-1618  
Funding Amount: \$1,024,232.00  
Term: 07/01/2016 to 06/30/2018

On July 1, 2016, the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and TLC Child & Family Services, a California non-profit corporation (hereinafter "Contractor") executed an Agreement to provide Transitional Housing Plus Program Services.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement to provide funds for two additional beds for the six month period (January-June 2018) at a monthly cost of \$2,686.00 per bed, specifically as follows:

1. Revise Article 2, Payment, to increase the total agreement amount by Thirty Two Thousand Two Hundred Thirty-Two Dollars (\$32,232.00), for a new total amount not to exceed One Million Twenty-Four Thousand Two Hundred Thirty-Two Dollars (\$1,024,232.00).

RECITALS

- A. The purpose of this Amendment is to modify the terms and conditions of this Agreement between the County and Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein.

SPECIFIC PROVISIONS

Specific Provisions of the Agreement are amended as follows:

2. Payment.

For all services required hereunder, Contractor shall be paid on a monthly basis in accordance with "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Million Twenty-Four Thousand Two Hundred Thirty-Two Dollars (\$1,024,232.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number FYC-TLC-THP-1618 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR:

TLC Child & Family Services

By:

Name: James E. Galsterer  
Title: Executive Director

Date:

2/1/18

COUNTY OF SONOMA:

By:

Name: Karen Fies  
Title: Director, Human Services  
Department

Date:

APPROVED AS TO SUBSTANCE FOR  
COUNTY

By:

Name: Nick Honey  
Title: Director, Family, Youth and  
Children's Services Division

EXEMPT FROM COUNTY COUNSEL  
REVIEW

APPROVED AS TO FORM FOR COUNTY:

By:

County Counsel

CERTIFICATES OF INSURANCE ON FILE  
WITH COUNTY

INSURANCE REQUIREMENT CHANGES  
APPROVED BY RISK MANAGEMENT

By:

**AMERICAN LOGISTICS COMPANY, LLC**  
**Amendment Number 2**  
to the Agreement to Provide  
**TRANSPORTATION SERVICES**

Agreement Number: FYC-ALC-TRANS-1718  
Funding Amount: \$125,000.00  
Term: 07/01/2017 to 06/30/2018

On July 1, 2017, the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and American Logistics Company, LLC, a Utah Limited Liability Company (hereinafter "Contractor") executed an Agreement to provide Transportation Services.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement, specifically to revise Article 2, Payment, to increase the total agreement amount by Thirty Thousand Dollars (\$30,000.00), for a new total amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

RECITALS

- A. The purpose of this Amendment is to modify the terms and conditions of this Agreement between the County and Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein.

SPECIFIC PROVISIONS

Specific Provisions of the Agreement are amended as follows:

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a fee for service basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number FYC-ALC-TRANS-1718 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as the date of the last signature.

CONTRACTOR:

American Logistics Company, LLC

By: [Signature]  
Name: Craig Pickett  
Title: Chief Executive Officer

Date: 1/29/18

COUNTY OF SONOMA:

By: \_\_\_\_\_  
Name: Karen Fies  
Title: Director, Human Services Department

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

APPROVED AS TO SUBSTANCE FOR COUNTY

By: [Signature]  
Name: Nick Honey  
Title: Director, Family, Youth and Children's Services Division

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY:

By: [Signature], Deputy  
County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES APPROVED BY RISK MANAGEMENT

By: [Signature]



## 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:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Gore (707) 565-2241

**Supervisorial District(s):**

Fourth District

**Title:** Reappointment

**Recommended Actions:**

Reappoint Arthur Deicke to the Flood Control Advisory Committee beginning April 28, 2017, for a two year term ending April 28, 2019.

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
The application is 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:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First

**Title:** Appointment

**Recommended Actions:**

Reappoint Karen Collins to the Sonoma County Parks and Recreation Advisory Commission effective March 26, 2018 and expiring on March 26, 2020 (First District).

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

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



# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 20**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First

**Title:** Appointment

**Recommended Actions:**

Reappoint Michael Eunice to the Sonoma County Bicycle and Pedestrian Advisory Committee effective February 3, 2018 and expiring February 3, 2020 (First District).

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

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



# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 21**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First District

**Title:** Appointment

**Recommended Actions:**

Reappoint Dr. Richard Kirk to the Sonoma County Mental Health Board effective January 1, 2018 and expiring on January 1, 2021 (First District).

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

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



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 22**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First District

**Title:** Appointment

**Recommended Actions:**

Reappoint Christopher Woodcock to the Sonoma County Bicycle and Pedestrian Advisory Committee, effective February 3, 2018 and expiring on February 3, 2020 (First District).

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

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





# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 23**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First District

**Title:** Appointment

**Recommended Actions:**

Reappoint Richard Klein to the Art Advisory Committee of Sonoma County, effective January 13, 2018 and expiring on January 13, 2021 (First District).

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

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



# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 24**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First District

**Title:** Appointment

**Recommended Actions:**

Reappoint Christopher Terrence Patterson to the Sonoma Commission on Human Rights, effective February 3, 2018 and expiring on February 3, 2020 (First District).

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

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



# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 25**

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

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First District

**Title:** Appointment

**Recommended Actions:**

Reappoint Jan McFarland to the Sonoma County Agricultural Preservation and Open Space Advisory Committee, effective February 22, 2018 and expiring on February 22, 2020 (First District).

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

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



# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 26**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First District

**Title:** Appointment

**Recommended Actions:**

Reappoint Mike Sangiacomo to the Sonoma Agricultural Preservation and Open Space Fiscal Oversight Committee, effective November 8, 2017 and expiring on November 8, 2019 (First District).

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

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





# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 27**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 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 reappointment of Vincent Hoagland to the Bicycle and Pedestrian Advisory Committee for a two year term beginning on September 22, 2017 and ending on September 22, 2019. (Third District)

**Executive Summary:**

Approve reappointment of Vincent Hoagland to the Bicycle and Pedestrian Advisory Committee for a two year term beginning on September 22, 2017 and ending on September 22, 2019. (Third District)

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

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



# County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 28**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 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 Victoria Fleming to the Commission on the Status of Women, representing the Third District for a term of two years beginning March 20, 2018 and ending on March 20, 2020. (Third District)

**Executive Summary:**

Approve appointment of Victoria Fleming to the Commission on the Status of Women, representing the Third District for a term of two years beginning March 20, 2018 and ending on March 20, 2020. (Third District)

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

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



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 29**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Barbie Robinson, 565-4774

**Supervisorial District(s):**

**Title:** Commission on AIDS – Dr. Marshall Kubota Distinguished Service Awards

**Recommended Actions:**

Adopt eight resolutions honoring distinguished service and dedication in improving the quality of life of Sonoma County residents affected by human immunodeficiency virus (HIV) infection.

**Executive Summary:**

Since 1991 the Sonoma County Board of Supervisors, in concert with the Sonoma County Commission on AIDS, has adopted resolutions to honor local individuals and groups for their dedicated services, leadership, and efforts in responding to the human immunodeficiency virus (HIV) epidemic.

**Discussion:**

Recipients of the Dr. Marshall Kubota Distinguished Service Award for 2017 are:

- Sonoma County Housing Authority Special Programs - Darrin O’Hara
- West County Health Centers’ Homeless Healthcare Services Team - Jed Heibel, Jared Garrison-Kakel, Natalie Hogan, Vanessa Woodbyrne, Robin Trimmer, Sarah Thibault, and Debbie Morris
- West County Health Centers’ Leadership Team - Mary Szcsey, Michelle Davey, Steve Bromer
- Jenny Zapp - West County Health Centers HIV Program Manager
- Gabriella Anconetoni - Program Manager, Center Point Drug Abuse Alternatives Center
- Annet Stella Nakiyuka - Volunteer, Face To Face
- Ele Lozares-Lewis, MD - Vista Clinic, Santa Rosa Community Health
- James Eimers, Esq. - Volunteer and Board Member, Face to Face

**Prior Board Actions:**

This is the twenty-second bi-annual Distinguished Service Awards recognition event; the most recent being November 17, 2015.

<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
The Dr. Marshall Kubota Distinguished Service Awards recognize those individuals who are dedicated to promoting HIV prevention and care, as well as agencies that offer support for performing HIV prevention and care work within Sonoma County.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
There are no fiscal impacts associated with this item.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Eight resolutions honoring distinguished service and dedication in promoting HIV prevention and care.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			



County of Sonoma  
State of California

Date: March 20, 2018

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

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



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring Sonoma County Housing Authority Special Programs For Distinguished Service In  
Providing Outstanding Care And Expertise For Clients Transitioning From Homelessness Or  
Jeopardized Housing Into Stable Permanent Housing**

**Whereas,** people living with HIV/AIDS in Sonoma County have particularly suffered from the rising costs of living and the inability to find affordable rentals. Some of the County’s most vulnerable clients have found themselves homeless. Without a stable home, the ability to regularly take their medications becomes increasingly compromised;

**Whereas,** the Sonoma County Housing Authority Special Programs team stepped up to help tackle these issues. From 2015 through 2017, ten homeless individuals were given Shelter-Plus Care vouchers to obtain subsidized housing, and over twenty additional vouchers were given exclusively to HIV+ individuals and their families. In 2016 alone, the Special Programs team supported 68 households with a grant of almost \$600,000 dedicated specifically to individuals living with HIV;

**Whereas,** the Special Programs team has been extremely flexible in supporting our clients with mental health and substance use issues; and

**Whereas,** the Special Programs team works with various populations in Sonoma County and provides services to those living with HIV/AIDS that are truly individualized. The Special Programs team takes the time to know clients by name and provide accommodations that contribute to HIV+ clients’ long-term stability and physical and emotional well-being.

**Now, Therefore, Be It Resolved** that the Board of Supervisors and the Sonoma County Commission on AIDS recognize Sonoma County Housing Authority Special Programs for distinguished service in providing outstanding care and expertise for HIV+ clients.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

Date: March 20, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring West County Health Centers' Homeless Healthcare Services Team For Their Efforts  
In Addressing The Complex Health Care Needs Of Those Who Are Currently Homeless And  
Those At Risk Of Homelessness In Our Community**

**Whereas,** before the Homeless Healthcare Services Team program could get off the ground, the Russian River Health Center suffered a major fire that destroyed their building and displaced their staff. But this did not stop the Homeless Healthcare Services Team, which began their program working out of a small rented space and taking to the streets to care for those in need;

**Whereas,** the Homeless Healthcare Services Team stepped up to the challenge and recently began offering drop-in testing to the community for both HIV and HCV, as well as PrEP (pre-exposure prophylaxis) counseling and prescriptions;

**Whereas,** the Team coordinated efforts with community partners to offer a needle exchange program, and began the first needle exchange program at West County Health Centers; and

**Whereas,** the Homeless Healthcare Services Team provides care to the most complex and demanding patients and yet the Team is able to provide basic care for HIV and HCV preventative services.

**Now, Therefore, Be It Resolved** that the Board of Supervisors and the Sonoma County Commission on AIDS recognize West County Health Centers' Homeless Healthcare Services Team for their efforts in addressing the complex health care needs of those who are currently homeless and those at risk of homelessness in our community.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





# County of Sonoma

## State of California

Date: March 20, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring The West County Health Centers Leadership Team - Mary Szcsey; Michelle Davey,  
DO; And Steve Bromer, MD - For Providing Focused Leadership, Guidance, And Support For  
West County Health Centers Employees And The Community**

**Whereas,** West County Health Centers has provided treatment and care to West County residents living with HIV since the disease was first identified in Sonoma County in the early 1980s, and have expanded the HIV program to include both Guerneville and Sebastopol, that together serve over 300 people living with HIV;

**Whereas,** the leadership team supported building a syringe exchange program the moment they could legally do so, without waiting for other Federally Qualified Health Centers to pave the way; and

**Whereas,** West County Health Centers began providing PrEP (pre-exposure prophylaxis) prescriptions as soon as evidence showed it was effective for HIV prevention. West County Health Center's commitment to HIV prevention and care and to moving quickly to adopt new advances sets them out front as trailblazers.

**Now, Therefore, Be It Resolved** that the Board of Supervisors and the Sonoma County Commission on AIDS recognize the West County Health Centers Leadership Team - Mary Szcsey; Michelle Davey, DO; and Steve Bromer, MD - for providing focused leadership, guidance, and support for West County Health Centers employees and the community.

**Supervisors:**

Gorin:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: March 20, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring Jennifer Zapp As A Tireless Advocate For HIV Prevention, For Reducing HIV-Related  
Stigma, And For Promoting Quality Healthcare For HIV+ People In Sonoma County**

**Whereas,** Jennifer Zapp, HIV Program Manager at West County Health Centers, fosters collaboration, growth, and creativity in all aspects of HIV prevention and care;

**Whereas,** in addition to Ms. Zapp's work responsibilities, networks regularly with a number of other HIV service organizations, and has been instrumental in creating a collaborative group to form a county-wide Strategic Plan for HIV care and prevention;

**Whereas,** Jenny has been the driving force behind the annual World AIDS Day celebration in Sonoma County by organizing the raffle at the Rainbow each year; and

**Whereas,** Ms. Zapp takes every opportunity to engage her children, her extended family, and her friends in her work, with the bedrock belief that when people are exposed to different communities in a non-prejudicial and accepting manner, they learn tolerance.

**Now, Therefore, Be It Resolved** that the Board of Supervisors and the Sonoma County Commission on AIDS recognize Jennifer Zapp as a tireless advocate for HIV prevention, for reducing HIV-related stigma, and for promoting quality healthcare for HIV+ people in Sonoma County.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: March 20, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring Gabriella Anconetani For Her Dedication To HIV Prevention**

**Whereas,** Gabriella Anconetani, Program Manager at Center Point Drug Abuse Alternatives Center, has been instrumental in keeping the HIV and Hepatitis C (HCV) testing and education programs running even though state funding has been reduced;

**Whereas,** Ms. Anconetani provides education to Sonoma County residents on HIV/HCV statistics, benefits of testing and knowing one's status, and overdose prevention;

**Whereas,** Gabriella does outreach to many hard-to-contact populations within Sonoma County to provide prevention education and testing;

**Whereas,** Ms. Anconetani is an advocate for needle exchange to help prevent the spread of HIV/HCV; and

**Whereas,** Ms. Anconetani has been instrumental in training Center Point Drug Abuse Alternatives Center staff on overdose prevention, as well as providing training to outreach testing sites, the Santa Rosa Police Department, and other community-based organizations in Sonoma County.

**Now, Therefore, Be It Resolved** that the Board of Supervisors and the Sonoma County Commission on AIDS recognize Gabriella Anconetani for her dedication to HIV prevention.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: March 20, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring Annet Stella Nakiyuka For Her Dedication To HIV Prevention**

**Whereas**, Annet Stella Nakiyuka is an amazing, bright, compassionate, dedicated HIV testing counselor and syringe exchange volunteer at Face to Face and Center Point Drug Abuse Alternatives Center;

**Whereas**, Ms. Nakiyuka has an unmatched ability to connect with the most vulnerable segments of our population and treat people with the utmost dignity and respect;

**Whereas**, Annet is originally from an area of Uganda that has seen firsthand how HIV/AIDS can ravage a population, and with her experience from Uganda and knowledge of helping people she has strengthened the Face to Face and Center Point Drug Abuse Alternatives Center counseling and testing teams; and

**Whereas**, Annet shows up ready to make a difference for some of the most vulnerable and marginalized individuals in our community.

**Now, Therefore, Be It Resolved** that the Board of Supervisors and the Sonoma County Commission on AIDS recognize Annet Stella Nakiyuka for her dedication to HIV prevention.

**Supervisors:**

Gorin:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: March 20, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring Ele Lozares-Lewis, MD For Her Dedication To HIV Prevention And Care.**

**Whereas,** Dr. Lozares-Lewis is an incredible doctor, going above and beyond for her patients;

**Whereas,** Dr. Lozares-Lewis acts as her patient's biggest advocate and always considers the whole story of each one of her patients with a full heart and without judgment;

**Whereas,** Ele works beyond the walls of the Santa Rosa Community Health's VIDA clinic, seeing patients in the jails, in the mobile van, and on the streets; and

**Whereas,** Dr. Lozares-Lewis always listens and makes everyone feel heard, loved, and fully cared for; works tirelessly for and is in turn loved by her patients; and is a supportive team member, appreciated by her co-workers for the extra effort she puts forth.

**Now, Therefore, Be It Resolved** that the Board of Supervisors and the Sonoma County Commission on AIDS recognize Ele Lozares-Lewis, MD for her dedication to HIV Prevention and Care.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

Date: March 20, 2018

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

4/5 Vote Required

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Honoring James Eimers, Esq. For His Dedication To HIV Prevention**

**Whereas**, Mr. Eimers has been a volunteer member of the Board of Directors of Face to Face since April 2003, and serves as a Board member of Santa Rosa Community Health Centers;

**Whereas**, James has supported these organizations with immeasurable gifts of insight, business acumen, legal knowledge, and leadership;

**Whereas**, Mr. Eimers was instrumental in creating a professionally, ethnically, and demographically diverse Face to Face Board of Directors, one equipped to assist Face to Face in maintaining health and vitality through the ever-changing political and financial landscape; and

**Whereas**, it is only with the leadership and dedication of volunteers like James Eimers that organizations are able to survive and truly thrive through the ongoing changes and challenges that providers focused solely on HIV prevention and care face.

**Now, Therefore, Be It Resolved** that the Board of Supervisors and the Sonoma County Commission on AIDS recognize James Eimers, Esq. for his dedication to HIV prevention.

#### **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: 30**  
(This Section for use by Clerk of the Board Only.)

**To:** Board

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Congratulating Marcelo Defreitas on the Honor of being selected as the 2018 Sonoma Alcalde.

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment** Not Applicable

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





County of Sonoma  
State of California

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Date: March 20, 2018

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Congratulating Marcelo DeFreitas on the Honor of being selected as the 2018 Sonoma Alcalde.**

**Whereas**, the Sonoma Alcalde is the City of Sonoma's highest honor for public service and is awarded annually to recognize local citizens who have had made unselfish contributions to the welfare of Sonoma; and,

**Whereas**, a tradition of the Pueblo system, the Alcalde was revived locally in 1975 when the city council decided to once again find "the town's most useful citizen"; and

**Whereas**, in a place where civic engagement is a passionate pastime for many, it is a particularly special distinction to be recognized as the "most useful" citizen. And even amongst the distinguished previous Alcaldes, Marcelo Defreitas has made extraordinary and extensive contributions; and

**Whereas**, Marcelo Defreitas, an artist, event planner and "bon vivant", serves as the President of the Board of Directors for La Luz enabling the center to further its mission as a catalyst of change for the local immigrant community; and,

**Whereas**, Marcelo, originally from Brazil, loves his adopted home town and giving to the community without compensation; and

**Whereas**, Marcelo embodies quiet leadership, dedication to service, selfless citizenship and is known for countless behind the scenes good deeds; and,

**Whereas**, Marcelo is a vigorous fundraiser and has been instrumental in raising funds for many local non-profits including the Sonoma Valley Museum of Art, Jack London State Park, Lyon Ranch, and Sonoma Valley fund, amongst many more; and,

**Whereas**, Marcelo Defreitas has made a broad impact on the community, organizing committees to restore Larson and Maxwell Farms parks, helping the Sonoma Valley Museum of Art build its "Wall to Wall" program, working to support the conservation efforts of Lyon Ranch, and facilitating the fundraising efforts of the Sonoma Valley Fund; and,

**Be It Further Resolved that the Board of Supervisors of Sonoma County hereby Congratulates Marcelo Defreitas on the Honor of being selected as the 2018 Sonoma Alcalde**

Resolution #

Date:

Page 2

**Supervisors:**

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: 31**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Ben Stone: (707) 565-7170/EDB

**Supervisorial District(s):**

All

**Title:** Gold Resolution Recognizing Outdoor Recreation Month, May 2018

**Recommended Actions:**

1. Adopt a gold resolution recognizing Outdoor Recreation Month, May 2018

**Executive Summary:**

Adopt a gold resolution recognizing Outdoor Recreation Month, May 2018

**Discussion:**

The Economic Development Board is asking the Board to adopt a gold resolution recognizing Outdoor Recreation Month for the Month of May 2018. Created by the Outdoor Recreation Business Council, in partnership with the Sonoma County Economic Development Board, Sonoma County Regional Parks and Sonoma County Tourism, the goal of Outdoor Recreation Month is to celebrate and promote the diverse outdoor recreation businesses and related industries within Sonoma County.

Over the last decade, the Outdoor Recreation sector has shown robust growth at the national level. According to the Outdoor Industry Association, outdoor recreation generated \$887 billion in direct spending for the U.S. economy in 2017, a 37 % increase from its 2012 valuation. In California alone, Outdoor Recreation generates \$92 billion in direct consume spending. While Sonoma County is known for wine and artisanal food, there is less focus on its outdoor recreation offerings. The newly formed Outdoor Recreation Business Council seeks to spotlight Outdoor Recreation as a vital part of our local economy and works on initiatives that support additional revenue for businesses and the outdoor enthusiast market.

As part of these efforts, Outdoor Recreation Month has been created to bring attention to this emerging sector in Sonoma County. Activities are being planned throughout the month of May to spotlight the importance of outdoor recreation and help further strengthen our local economy and enhance our business climate.

<b>Prior Board Actions:</b>			
None			
<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
The Sonoma County Economic Development Board strives to enhance the value of local, domestic and international demand for Sonoma County produced-goods and to promote tourism and a healthy economy in Sonoma County.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			

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



County of Sonoma  
State of California

Date: March 20, 2018

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

4/5 Vote Required

**Gold Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
recognizing Outdoor Recreation Month, May 2018**

**Whereas**, outdoor recreation industry in Sonoma County comprises more than 300 outdoor recreation-related businesses across a broad array of activities, including biking, hiking, golfing, water sports, and equestrian activities, and is home to national outdoor recreation manufacturers such as Marmot, Yuba Bikes, and CamelBak; and

**Whereas**, the outdoor recreation industry employs over 4,500 full-time equivalent Sonoma County positions and creates over 2,000 jobs in other industries; and

**Whereas**, according to the 2017 Sonoma County Tourism Industry Survey, “scenic beauty” is the top reason for visitors to come to Sonoma County, outdoor recreation related-businesses have seen a 40 percent improved year-over-year sales revenue, 89% of respondents see a “high potential for outdoor enthusiasts”; and

**Whereas**, the Outdoor Recreation Business Council, in partnership with the Sonoma County Economic Development Board, Sonoma County Regional Parks and Sonoma County Tourism, have designated May 2018 as Outdoor Recreation Month; and

**Now, Therefore, Be It Resolved**, that we, the County of Sonoma, California, in recognition and support of the contributions made by the outdoor recreation industry in Sonoma County do hereby proclaim May 2018 as Outdoor Recreation Month.

**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: 32**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors & Board of Directors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Niki Berrocal (707) 565-2431

**Supervisorial District(s):**

**Title:** 2018 Budget Policy Workshop

### Recommended Actions:

- A) Accept General Fund Updated Post-Disaster Fiscal Outlook
- B) Adopt Resolution increasing Disaster Fund appropriations by \$9.5 million to recognize anticipated Federal Emergency Management Agency (FEMA) disaster response reimbursements to the General Fund and establish additional spending authority to cover pending expenses.
- C) Approve revisions to the General Fund Reserve Policy, adopt new Public Safety Realignment Innovation Fund policy, and ratify existing Budget and Financial Policies, which will guide the FY 2018-19 Budget Development.
- D) Review the County Administrator's FY 2018-19 Budget Development Framework.
- E) Consider Mid-Year Use of Contingencies

### Executive Summary:

The Budget Workshop is held to provide the Board and the public information regarding updated projections for this fiscal year's (FY 2017-18) budget, as well as projections for next year's budget (FY 2018-19). In preparing the budget for FY 2018-19, it is important to understand potential state and federal budget impacts, review the County's General Fund 5-year fiscal outlook, and discuss financial impacts from the 2017 wildfire disaster. In addition, pursuant to the Board's policy on Contingencies, staff is bringing forward for consideration several requests for use of contingencies.

The County of Sonoma experienced three Presidential Major Disaster declarations in 2017. As you would expect the County has incurred substantial costs. Only recently have we observed our first winter storm obligations. The Board has already taken steps to ensure the County navigates successfully through the layers of increased cost of ongoing operations, budget pressures from state and federal changes, disaster response and recovery with multiple oversight agencies and funding streams. As a first step, the Board agreed to establish a Disaster Fund financed with one-time sources totaling \$5M year to date. The County has been able to maintain flexibility in its budgeting approach and an ability to demonstrate planned recovery for reserves and disaster response over the next five years. The financial impacts from these events will continue to be addressed beyond our five year forecast.

County departments have already started re-prioritization of services to support recovery efforts. Administrative support and fiscal services functions are implementing financial disaster recovery processes immediately in FY 2017-18. Development for the FY 2018-19 budget cycle is underway and staff have added fire recovery concerns to the midyear update including financial policy recommendations.

This update includes recent information that the Federal Emergency Management Administration (FEMA) agreed to consider an advance payment of \$14.8 million ahead of a completely documented claim for immediate fire response and emergency measures related expenses. Of the total anticipated advance, \$9.5 million relates to cost incurred or pending to be completed by the General Fund, while the balance relates to non-General Fund debris removal efforts in FY 2018-19. Staff is recommending to appropriate the General Fund \$9.5 million advance to finance pending costs mainly associated with mutual aid support from agencies outside the county.

Inclusive of the \$9.5 million advance payment requested to be recognized in FY 2017-18 General Fund, staff anticipates a general fund shortfall of \$2.2 million due to the impact of the 2017 wildfire disaster. Based on prior years' estimate to actuals variance, the County Administrator staff is cautiously optimistic that the current year projected shortfall will be revised down before year-end. FEMA reimbursements are short term disaster assistance to help jurisdictions with their emergency protective measures in response to the disaster.

For FY 2018-19, staff anticipates a general fund shortfall of \$14.2 million due to on-going expenses and strategic investments (such as in Road Infrastructure) exceeding expected discretionary revenues. For the first time ever in FY 2018-19, the county will not have previous year General Fund savings to balance budgetary needs as those programmed savings have helped pay for emergency response in FY 2017-18. Staff will include an array of potential General Fund gap reductions strategies for the Board to consider during budget hearings. During the June Budget Hearings, the Board will have the opportunity to consider and decide to what extent reserves should be used and service reductions implemented to address the gap. Consequently, as part of the Budget Policy workshop, staff is recommending changes to the Board's General Fund Reserve policy, as well as requesting approval to establish a Public Safety Realignment Fund policy which creates an interdisciplinary committee to annually recommend to the Board innovative pilot programs or investments in line with 2011 Public Safety Realignment permissible uses.

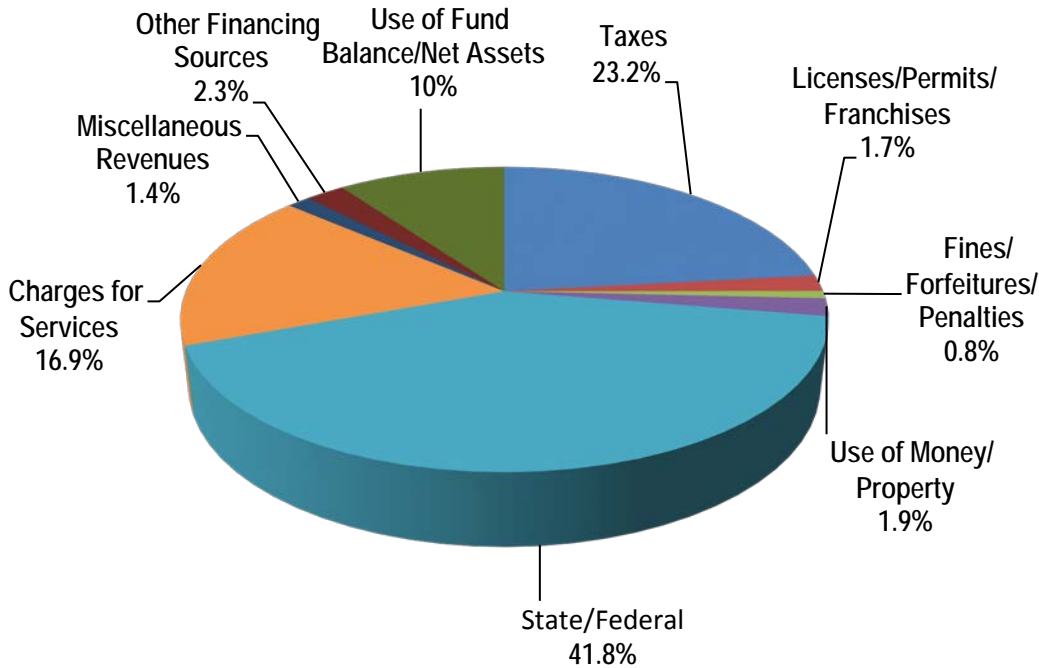
**Discussion:**

**Budget Overview**

The County's total adopted budget for FY 2017-18 is \$1.7 billion. In addition to the budgets of the 25 County departments, the total includes the budgets of entities governed by the special districts' Board of Directors such as the Sonoma County Water Agency, Sonoma County Agricultural Preservation & Open Space District, the Community Development Commission, Sonoma Valley County Sanitation District, and various Community Service Area districts providing water, sewer, and lighting services. The total budget is made up of various types of funds mainly organized by the source of funding, see below with State and Federal funding sources being the largest contributor at 42% of the total sources

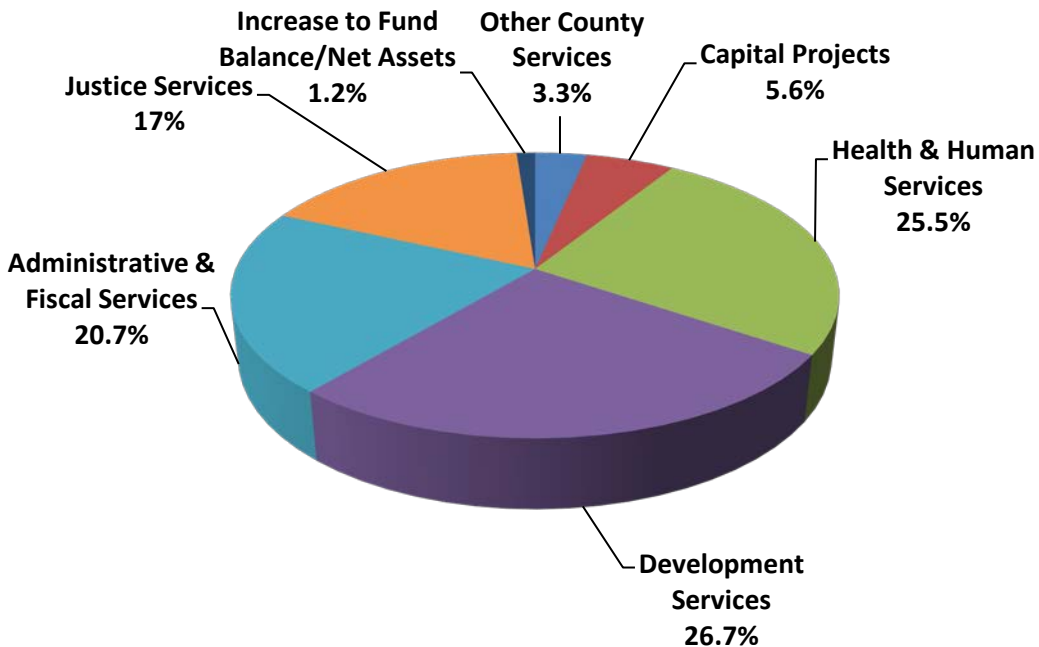


**\$1.7 Billion (Revenue Sources)**



The total budget is made up of various types expenditures grouped by functional area. The functional areas include Administration and Finance Services, Justice Services, Health and Human Services, Development Services, Capital Projects, and Other Services. The pie chart below shows the FY 2017-18 Adopted Uses by functional area.

**\$1.7 Billion (Uses)**



General Purpose revenue and prior year General Fund unrestricted carryover fund balance is used in FY 2017-18 to fund services and programs that meet County mandated and discretionary services. The

Board of Supervisors uses discretion to determine which programs receive the General Purpose sources after maintenance of effort, local funding matches and mandatory services are funded. The table below provides a breakdown of the discretionary General Fund sources.

<b>Discretionary General Fund Sources</b>		
Property Tax	\$234,103,840	75.1%
Sales Tax	\$18,564,000	6.0%
Use of General Fund Balance	\$13,946,701	4.5%
Cost Plan Reimbursements	\$13,640,259	4.4%
Documentary Transfer Tax	\$5,000,000	1.6%
Interest Earnings	\$4,410,000	1.4%
Transient Occupancy Tax	\$3,764,000	1.2%
Forfeitures and Penalties	\$3,404,148	1.1%
Redevelopment Residual Property Tax	\$3,000,000	1.0%
Assessment & Tax Collection Fees	\$2,400,000	0.8%
Franchise Fees - Cable/Utility	\$2,290,000	0.7%
Release of Restricted Funds	\$2,000,000	0.6%
Federal Geothermal Royalties	\$1,766,000	0.6%
Enterprise Financial System Repayment	\$0	0.0%
State Homeowners Property Tax Relief	\$1,203,700	0.4%
Tribal Mitigation Reimbursement	\$690,000	0.2%
Cannabis Business Tax	\$525,169	0.2%
Other Taxes & Fees	\$504,920	0.2%
Other Revenue	\$492,949	0.2%
<b>Total General Purpose Sources</b>	<b>\$311,705,686</b>	<b>100.0%</b>

The table below shows the discretionary general purpose uses by functional area, \$264.6 million and countywide programs or services, \$47 million. The functional area that is most supported with general purpose revenue is the Justice Services area with \$160.7 million or 52% of the FY 2017-18 budget.

<b>Functional Area</b>	<b>FY 2017-2018 Adopted</b>	<b>% Share Of FY 2017-2018</b>
Administration and Fiscal Services	\$53,377,863	17%
Justice Services	\$160,729,925	52%
Health and Human Services	\$35,343,482	11%
Development Services	\$ 11,187,709	4%
Other County Services	\$ 3,940,730	1%
<b>Sub-total for Departments (Net Cost)</b>	<b>\$264,579,709</b>	<b>84.9%</b>
Board General Fund Contingency	\$4,425,266	1.4%
Capital Project Plan Contribution	\$6,615,949	2.1%
City of Santa Rosa (Annexation - Roads)	\$662,000	0.2%
City of Santa Rosa (Annexation Payment)	\$1,516,400	0.5%
Community Develop. Comm. Contribution	\$1,092,471	0.4%
District Formation Contribution	\$450,000	0.1%

Employee Programs	\$4,268,288	1.4%
Local Agency Formation Commission Share	\$248,332	0.1%
Non-Department County Expenses	\$6,101,928	2.0%
Pension Obligation 2003-B Bond Interest	\$1,075,200	0.3%
Reinvestment & Revitalization Fund	\$3,000,000	1.0%
Roads: Operations and Pavement Program	\$15,670,143*	5.0%
Roads: Storm Damage Repairs	\$978,700**	0.3%
Sheriff Mental Health & Substation Staffing	\$1,021,300	0.3%
<b>Sub-total for Programs/Initiatives</b>	<b>\$47,125,977</b>	<b>15.1%</b>
<b>Total Discretionary General Fund</b>	<b>\$311,705,686</b>	<b>100.0%</b>

**FY 2017-18 Mid-Year Estimates**

Based on mid-year estimates, the County will close FY 2017-18 with no fund balance in the General Fund, which has previously relied on approximately \$20 million in savings at year end for the following year’s budget. Moreover, the estimates show a \$2.2 million general fund short fall for this fiscal year. Mid-year estimates from departments do have some significant variances to highlight, as listed below. In addition, in today’s Board consent agenda the county’s 2<sup>nd</sup> Quarter Consolidated Budget Adjustments following prior board direction are presented for Board approval and total \$11.9 million.

- Property Tax revenues are estimated to be \$1.4 million, or 0.6%, higher than budgeted. The mid-year estimate assumes the County will receive \$3.6 million in lost property tax revenue backfill from the State. Note that the County adopted budget programmed 5.0% versus the actual 5.5% property tax roll growth in the FY 2017-18 budget consistent with the August 15, 2017, Clerk-Recorder-Assessor certification of the Assessed Property Value change.
- Sales tax estimates are projected to be \$400,000, or 2.2%, higher than budgeted, because the shift of sales tax revenue from the County to the City of Santa Rosa due to the November 2017 Roseland Annexation will start in April 2018 and only impact a few months of revenue instead of the full fiscal year impact assumed in the FY 2017-18 budget.
- Cable and utility franchise fees are projected to be higher by \$400,000, or 17.5%. The budget assumed the annexation of Roseland from the County to the City of Santa Rosa would occur in July 2017 and impact revenue for the full fiscal year; however, based on finalization of the Roseland area annexation in November 2017, it will only impact franchise fee revenue for 8 months of the fiscal year.
- County Counsel is projecting a decrease in revenue of \$1.6 million due to the reallocation of billable attorney hours/time to non-billable disaster recovery matters, and an increase in expenditures due to additional extra help attorney positions needed to assist the various practice groups.
- ISD is currently projecting a shortfall of \$661,000 in operations as staff has been redirected from billable project work to disaster recovery.

\*\$19,340,917 total 17/18 contributions to Roads Pavement Preservation and Maintenance Operations which includes other ongoing and one-time sources from Refuse Franchise Fees, TOT, and Aggregate Road Mitigation Funds.

\*\*\$4,093,000 total 17/18 contribution for 2017 Winter Storm Damaged Roads including a one-time excess year end savings allocation.

In addition, but not within the General Fund operating budget nor part of the estimated FY 2017-18 \$2.2 million year-end gap, the following mid-year estimates are worth noting:

- Cannabis - After two quarters of Cannabis Business Tax collection, staff is revising the revenue projection for FY 2017-18 cannabis tax went from \$3,935,502 to approximately \$2,517,154. The cannabis fines and permit fees were budgeted at \$1,283,905 and is estimated to come in at \$886,828. While this figure is less than the original revenue projections, the recently projected Cannabis Tax revenue is still expected to cover the budgeted cannabis expenses of \$2,342,495 – the vast majority of which are for staffing. Cannabis Business Tax revenues are budgeted to fund 100% of the cost of one Economic Development manager, two Auditor Controller positions; a portion of eight full time positions within Auditor-Controller-Tax Collector, Health, Permit Sonoma, County Counsel, and Agriculture, Weights, and Measures; and \$479,645 in Extra Help funding. See Attachment A, Approved Position and Costs Spreadsheet, for details.
- The Behavioral Health Division is projecting a FY 2017-18, year-end deficit of \$8.6 million. The primary factor contributing to the deficit is an over-estimate of Federal Financial Participation revenue totaling \$30.6 million from FY 2014-15 through FY 2017-18. Other factors include operational challenges associated with the Crisis Stabilization Unit, Medicare billing, care treatment plans, progress notes, and diagnostic coding. To balance the budget for FY 2017-18 the Department of Health Services will make use of a \$2 million one-time Substance Use Prevention Treatment grant, \$4 million in fund balance, and will reduce provider contracts by \$2.6 million, which provides a net benefit of \$1.8 million to reduce the deficit.

As we close the second quarter estimates, at best we project to end the year with no General Fund balance available. The following efforts were completed to address unanticipated Disaster impacts:

- Departments managed existing vacancies and appropriations to absorb for the most part the increased county staff cost associated with overtime and extra help needed for 24/7 disaster response needs.
- The Board established a Disaster Fund with an initial \$5 million financed from contingencies and unassigned general fund.
- The Auditor Controller Treasurer Tax Collector negotiated a FEMA advance payment to the Disaster Fund for disaster costs incurred, Attachment B, related to mutual assistance agreements and FY 2017-18 debris removal.

### **Disaster Recovery and Response**

The disaster impact is currently estimated at \$40 million in potentially eligible FEMA claim costs with an additional \$4.7 million covered through the County's insurance. Attachment C. The following table summarizes the County's FEMA claim for the Sonoma Complex Fire. These estimates are being submitted to FEMA with the March 18, 2018 deadline to list all projects. Costs will be reimbursed based on actuals and the estimates may change as the County works through the FEMA claim process.

The \$40 million estimate does not include the local share cost of the private property debris removal program (which is discussed below).

FEMA Category	Description	Department	Approx. Cost
B	Emergency Protective Measures (incurred)	Emergency Operations, Sheriff	\$19,826,330
A	Debris Removal FY 2018-19	Various Departments	\$15,509,021
C-G	Repair Projects FY 2018-19	Various Departments	\$3,126,000
Z	Direct Administrative Cost (% of total claim)	Countywide	\$1,500,000
<b>Total Submitted</b>			<b>\$39,961,351</b>

According to some jurisdictions, FEMA reimbursement can take on average 18 months to 2 years after filing the required documentation before they began to receive claim amounts. The County itself is currently experiencing about a 1 year lag to get reimbursed from previous flood disaster events.

Debris Removal: The total cost of debris removal is not yet known. Federal agencies have mentioned up to a \$1.5 billion total cost for the Army Corps of Engineers mission assigned debris removal. The federal budget includes a provision to cover 90% of debris clean-up, which is better than the standard 75%. Thus, 10% will need to be covered by the state and local governments, which equates to 2.5% for the city/county local share. Below is the breakout of the estimated mission assigned debris removal on private property estimated cost share.

	Army Corp of Engineers Private Property Mission Assigned Debris Removal	Local Cost Share	State Share of Local Share	City/County Share of Local Share	County Share of City/County Share
		10%	75%	25%	50:50 Split
(in millions)	\$ 1,500	\$150	\$112	\$ 37	\$ 18.75
	\$ 1,000	\$100	\$ 75	\$ 25	\$ 12.5
	\$ 750	\$ 75	\$ 56	\$ 18.75	\$ 9.38

The Disaster Fund that the board established on December 12, 2017 has assisted the County in capturing and financing with County's discretionary available funds immediate disaster response and recovery costs. As FEMA advances and reimbursements start to flow into the county, staff recommends that the County maintain an audit reserve of 20% or an estimated \$8 million of the estimated \$40 million FEMA

claim until claims have been satisfactorily audited by the Office of Inspector General. It can take several years before an audit is completed.

### **FY 2017-18 Use of Contingencies**

Most recently the General Fund budget includes up to \$5 million of discretionary funding as a Contingency appropriation, which is used throughout the year to address unforeseen time sensitive expenses and investments. As part of the adoption of the FY 2017-18 budget, the Board adopted a policy to limit decisions regarding the use of Contingencies to the Board's annual budget hearing and during mid-year updates. Currently the Contingency Fund Balance is \$1.06 million. Pursuant to this policy, the following contingency requests have been received as of this writing for Board consideration:

- \$850,000 for dispatch costs for Fire and Emergency Services. This is one-time bridge funding pending funding from Transient Occupancy Tax revenue in FY 2018-19.
- \$25,000 funding for Sonoma County Law Enforcement Chaplaincy Services. The previous Board contract expired in June 2017.
- \$180,000 one time for Legal Aid to Homeless Prevention Services to address surge in the need for services after the wildfire disaster to address housing, homelessness prevention, and their elder program.
- Funding for enhanced parking enforcement services in the Springs.

The above requests would deplete the entire balance available in contingencies.

Because of the projected \$2.2 million shortfall for this fiscal year, the County Administrator recommends that the Board not take action on any of the above requests so that the balance remains available should it be necessary to address any shortfall for this fiscal year.

### **FY 2018-19 Overview**

#### **Preliminary Analysis of the Proposed State and Federal Budgets (Attachment D)**

Sonoma County's budget and service delivery is impacted each year by the state and federal budgets, which pose both opportunities and challenges to local operations. Governor Brown's proposed State Budget was released on January 10th (<http://www.ebudget.ca.gov/budget/2018-19/#/Home>) and will be revised in May 2018 with updated revenue projections and to reflect the impacts of Federal tax reform and from the Federal budget, which was approved by Congress and signed by the President on February 9, 2018. Under the Governor's proposed budget, there is \$23.7 million of State General Fund allocated to backfill FY 2017-18 and FY 2018-19 property tax revenue losses to all cities, counties, and special districts impacted by the wildfire disaster events statewide. For a detail of the state budget impacts, please see Attachment D.

#### **County General Fund 5-Year Fiscal Outlook (Attachment E)**

The last fiscal outlook update was presented to the Board on 12/12/17. The forecast has been updated to include property tax backfill, disaster cost and reimbursement estimates, mid-year estimates, and additional one-time required expense adjustments.

Taking into account recent economic information, the fiscal outlook includes revised revenue growth factors, and unfunded needs expected in General Fund FY 2018-19 County services and programs expenses. The fiscal outlook is focused on the General Fund as the main area of discretionary funds for the County.

At this time, based on the County's FY 2017-18 mid-year estimates, as well as recent assessed activity information from the County Assessor's team, the updated County fiscal forecast assumes improved County General Fund Property Tax revenue growth of 2.5% for FY 2018-19, and future year increases at 2.5%; 2.5%; 3%; and 3% through FY 2022-23. Modest growth is based on the following factors: (1) recovery focus on rebuilding which will restore assessed values lost during the fire (2) the County's low housing inventory limiting sales and transfers, (3) delayed growth from fire recovery (4) focus on developing affordable housing units, (5) a potential economic reset; and (6) Proposition 13 limits property valuation assessment to a 2% inflation factor, as long as a properties are not sold.

Overall, the 5-year General Fund baseline expenses combined with existing level of strategic investments are projected to outpace expected available funds and revenues, which results in an annual gap of \$14.2 million in FY 2018-19; the out years show \$17 - \$18 million of need annually across FY 2019-20 through FY 2022-23.

### **FY 2018-19 Budget Development**

Year over the year the county has relied on year-end General Fund savings or year-end fund balance to finance the new year's recommended budget. However, in FY 2017-18 the Board approved a financial policy to eliminate year-end balance reliance by FY 2020-2021. In addition, the current FY 2017-18 year-end budgeted General Fund balance of \$13M (included in June 2017 Budget Hearings Forecast) is not expected to be available given the unforeseen disaster-related impacts. This means that buffer will no longer be available to carry forward. As a result, FY 2018-19 discretionary appropriations will be adjusted down; thus, permanently eliminating year-end savings capacity.

In developing the FY 2018-19 budget, staff reviewed each department's actual expenses over the last two fiscal years in order to better align funding with actual expenses. This was done in furtherance of the Board's financial policy of having a structurally balanced budget. The goal of aligning the resources to actuals is not to impact existing service levels, but instead to provide sufficient funding to cover existing service levels. Staff will update this estimated general fund budget gap for FY 2018-19 for the Board later this year.

### **FY 2018-19 Challenges and Opportunities**

The mid-year review of estimates, the Governor's proposed budget, and the updated fiscal forecast provide the framework for budget development and discussing upcoming challenges and opportunities.

### **\$14.2 Million Gap**

The new fiscal year has the continuing uncertainty of disaster impacts, timing of reimbursements, and recovery needs on top of a structural imbalance. FY 2018-19 is forced by virtue of the disaster expenses incurred during FY 2017-18 to match on-going sources to on-going uses with the one-time source of funding coming from reserves in the upcoming recommended budget. These estimates are a point in time analysis and will be refined as we move toward year end and into budget hearings. There is a preliminary identified gap of \$14.2 million stemming from expenditures increases outpacing revenues. Without a General Fund savings anticipated at FY 2017-18 year end, the gap must be addressed through other strategies. The initial gap of \$14.2 million includes estimated state property tax backfill of \$5.1

million, a 2.5% growth factor for property tax, assumes no cost of living increase to salaries, and does not include anticipated disaster costs and recovery investments in the next year. Some of next year's biggest challenges are highlighted in the following sections.

### **In-Home Supportive Services (IHSS) \$2.1 million Increased County Cost**

The Governor's proposed budget continues the new In-Home Support Services (IHSS) funding model established in the FY 2017-18 budget. It established a new level of County Maintenance of Effort (MOE) for IHSS provider wages and benefits. At the time, the State added County participation MOE's for County Administration operating costs, Public Authority administration costs, and the IHSS Case Management, Information and Payroll Systems (CMIPs) database used to authorize and pay for services. The legislation raises all FY 2018-19 MOE's 5% over FY 2017-18 amounts. Additionally, the State capped its participation in County IHSS and Public Authority administrative expenses. Any expenditure above the state cap will be picked up by the County. The State's FY 2017-18 budget also declared that the Coordinated Care Initiative (CCI) was not cost-effective and was discontinued effective December 31, 2017.

Statewide, a \$1.45 billion cost increase is estimated for FY 2018-19. For Sonoma County, the estimated impact for FY 2018-19 is projected at \$2.1 million. State 1991 Realignment funds will assist with covering a portion of the new MOE costs and loss of revenue. Additionally, to mitigate some of the IHSS cost impact, the State diverted funds from other Health and Human Services programs, implemented accelerated growth payouts, and increased the growth forecast of 1991 Realignment revenue. While FY 2017-18 was a boon for counties receiving accelerated growth revenue for two fiscal years, there are future challenges, such as: counties will only receive the regular growth portion of realignment funds for a single year in FY 2018-19; the portion of revenue being diverted from other state programs and services will decrease each year going forward; and Sonoma County has historically not experienced the growth rate forecasted by the State. The California State Association of Counties (CSAC) and the County Welfare Directors Association (CWDA) are working with the Governor and Legislature to reduce the impact of this change on counties.

### **Health Services**

As highlighted above, the Behavioral Health Division has significant challenges this year. Strategies to balance the FY 18-19 budgets are still being developed and may include lay-offs as well as reduced service provider contracts. The projected gap for Health Services in FY 2018-19 is estimated at \$16 - \$18 million.

### **Opportunities**

There are several opportunities to secure outside help for recovery efforts. There is federal and state money available to assist with permanent work to replace damaged infrastructure, and long-term community recovery efforts.

#### Hazard Mitigation Grant Program

The California Governor's Office of Emergency Services (Cal OES) as a result of presidentially declared disasters, grants out a percentage of the total disaster cost through the Hazard Mitigation Grant Program (HMGP).



This grant program can fund eligible project and planning activities for eligible sub applicants in accordance with FEMA’s Hazard Mitigation Assistance (HMA) Guidance. It is estimated that there will be approximately \$180 million statewide in available funds from the October fires. The County has 21 projects totaling \$72 million in FEMA HMGP funding requests that have been deemed eligible for the full application by FEMA and feasible to complete in the timeframe. Please see the table below for a summary of the County’s eligible application pool.

**Hazard Mitigation Grant Program DR 4344 – Sonoma County Overview**

Funding Source	Number of projects	Total Project Cost	Grant Ask	Match	Average Match per year
County General Fund*	4	\$11,693,500	\$8,770,125	\$2,923,375	\$974,458
Property Owner Contribution or GF	3	\$16,000,000	\$12,000,000	\$4,000,000	\$1,333,333
Property Owner Contribution	1	\$3,000,000	\$2,250,000	\$750,000	\$250,000
Available Dedicated Revenue Source**	13	\$41,302,700	\$28,976,750	\$12,325,950	\$4,108,650
<b>Total</b>	<b>21</b>	<b>\$71,996,200</b>	<b>\$51,996,875</b>	<b>\$19,999,325</b>	<b>\$6,666,442</b>

\*County General Fund includes \$250,000 that could be funded by Parks fees

\*\*Dedicated revenue sources include special district funds with fund balance, dedicated capital projects funds, and other dedicated sources

Full applications and identified match funding for these projects are due by July, 1<sup>st</sup>, 2018. The County has not received an answer on 4 other projects totaling \$47 million, but expect to understand if they are eligible in the next few days. The County submitted another set of NOIs for a second round of HMGP funding, which was due on March 15th. A countywide grants committee has been established per Government Finance Officers Association best practices. The grants committee consists of in-house experts that are reviewing the approved project list and working with the recovery teams to prioritize grant applications based on success criteria. An overview of the grant applications will come to the Board for consideration and input next month.

The County has made a request to Housing and Urban Development (HUD) to receive a direct Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation and has been informed the request is being considered. The County is in the process of securing a consultant who can help properly prepare the County for either scenario.

**FY 2018-19 Budget Development Framework and Timeline**

As we begin budget development for FY 2018-19, there remains an estimated \$14.2 million funding gap which must be addressed. This gap does not account for any strategic recovery investments the Board may want to make such as local match requirements for Hazard Mitigation Grants the County may receive. Staff will be closely monitoring third quarter estimates, timing of advance payments, how departments manage to their appropriations, and timing of disaster related costs. Also, in order to ensure the County's long-term fiscal sustainability, the following strategies will be undertaken or reviewed in connection with the development of the FY 2018-19 budget.

a) Aligning General Fund Net Cost Targets

Departments have adjusted net cost targets that align revenues and expenditures with previous years' actual experience. This change in methodology will result in a reduced FY 2018-19 discretionary General Fund demand from departments that will be lower than it would have been using the old methodology of budgetary basis.

b) General Fund Reduction Plans.

General Fund Departments have been requested to submit proposed reduction plans to achieve 2%; 4% and 6% reductions. Staff will be working with the departments to develop the proposed reduction plans which will be brought forward to the Board as part of the Supplemental Budget Materials for the Board to consider. The County Administrator is recommending that the following departments not be required to further develop reduction plans:

- Human Services – HSD's discretionary General Fund contribution will be reduced by 18% (\$395,245). The \$395,245 reduction includes General Fund program appropriations set to expire 6/30/18: \$100,000 for Legal Aid services to seniors, \$254,745 to fund the senior homelessness program, and \$40,500 for the Youth Ecology Corp. HSD will also be implementing budget reductions for non-General Fund programs to align expenditures with revenues; therefore, further reductions are not recommended at this time.
- Health – Given Health's significant fiscal challenges, further reductions are not recommended at this time.
- Sheriff –The Sheriff made significant service level reductions last fiscal year to address increased costs.
- Clerk, Recorder, Assessor – The assessor's office will be impacted by an increased workload due to fire reassessments.
- Auditor-Controller-Treasurer-Tax-Collector – The Auditor Controller will redirect at least 2.0 internal audit staff to support disaster finance efforts for FY 2018-19.
- Permit Sonoma will be impacted by an increased workload due to disaster response and recovery.

c) Reduce or Suspend Awards from the Community Investment Program (Transient Occupancy Tax). The Board of Supervisors established the Community Investment Program (formerly known as the Advertising Program) in 1986 utilizing Transient Occupancy Tax (Hotel/Motel Tax or Bed Tax) funds. The Transient Occupancy Tax (TOT) is currently charged at a rate of 12% for accommodations at lodging and camping facilities in the unincorporated areas of the county. The program utilizes a portion of the TOT to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The FY 2017-18 program budget includes about \$1.2 million in awards to outside non-profit organizations. Applications for FY 2018-19 have

been received and pending county and Board committee review. The Board may decide to make program adjustments to re-direct TOT tax revenues toward closing the new year budget estimated gap.

d) Use of Reserves.

During Budget Hearings, the Board will need to decide the extent to which reserves should be used to address the \$14.2 million projected gap and/or strategic recovery investments that are above and beyond the gap. Given that the Recommended Budget will be released in May, staff will initially balance the proposed FY 2018-19 budget based on use of reserves. The Supplemental Budget documents will include the range of service reductions that are being developed with the departments over the coming months.

e) Release of Accumulated Fund Balances Restricted by the Board.

Annually county staff reviews all of the county’s funds, many of which were created to isolate sources and revenues available for restricted purposes such as those associated with state and federally funded programs; and sources set aside by Board policy to specific purposes such as equipment replacement. The annual review of funds is underway and the results will be presented to the Board tentatively on April 17<sup>th</sup>, 2018. If balances are identified as available for the Board’s consideration, these sources will most likely be one-time in nature and thus their use is more appropriate for one time investments such as matching of grants to leverage outside funds.

The tentative budget development activity timeline is as follows, and dates may be subject to change:

<b>April 17</b>	Board Report to Update the Fund Balance Directory
<b>May 8</b>	Fees and Charges Adjustments – Board Public Hearing
<b>May 10</b>	Governor’s State May Revise Budget
<b>May 15</b>	Recommended Budget (Electronic Version)
<b>June 1</b>	Year-End Consolidated Budget Adjustments and Supplemental Budget Documents
<b>June 11-22</b>	FY 2018-19 Public Budget Hearings

**Financial Policies**

During the annual budget development process, the Board considers various financial policies to guide development of the budget. Attachment F includes the current and recommended financial policies and principle accounting standards. Staff is recommending a revision to the Reserve Policy and a new policy to address state requirements related to the 2011 Public Safety Realignment.

Proposed Changes to the Reserve Policy:

The County’s current target is 16.67% (equivalent to two months) of General Fund operating revenues and is consistent with the Government Finance Officers Association (GFOA) guidance. Based on the adopted FY 2017-18 budget, the County currently has \$53 million in reserves, which represents about

12% of the adopted FY 2017-18 General Fund revenues. Achieving a 16.7% target would require the reserve level to be approximately \$76 million.

Staff has been working with several jurisdictions who had experienced significant disaster events in the past to see how they addressed the use of reserves. Staff discovered that each jurisdiction and disaster event are unique. The reserve fund levels, amounts used and restoration practices of the entities surveyed showed highly mixed responses. However, a few themes did emerge:

- Those entities that needed to use reserves established restoration policies. Reserves were replenished within 3 to 5 years.
- Where possible, entities increased or replenished reserves by diverting future revenue growth into reserve funds.
- For ratings agencies, a few themes emerged: agencies like to see liquidity and flexibility; it is important to publicly discuss use of reserves and restoration plans, and it is important to follow through on replenishment plans.

Of the neighboring jurisdictions, the reserve floor varied from 3% to 25% across the entities. Each community is unique and must assess their individual risks and elements of uncertainty.

Staff believes the establishment of a replenishment plan will be viewed favorably by credit rating agencies and can help stabilize credit watches for those jurisdictions experiencing a disaster and the subsequent strain of managing increased costs with declining revenues.

Staff recommends that the Board consider setting a minimum reserve amount of 8.3%, or \$37.8 million in FY 2018-19 which represents one month of annual general fund operating revenues. The table below represents a range of minimum balances as applied to the FY 2018-19 projected budget.

	(in millions)	
<b>FY 2017-18 GF Reserve Balance</b>	<b>\$</b>	<b>53.3</b>
FY 2018-19 GF Minimum Reserve Balance at 8.3%	\$	37.8
FY 2018-19 GF Minimum Reserve Balance at 5%	\$	22.8
<b>Amount to Available to Release at 8.3%</b>	<b>\$</b>	<b>15.5</b>
<b>Amount Available to Release at 5%</b>	<b>\$</b>	<b>30.5</b>

In addition, staff recommends that the Board commit to a replenishment policy where future disaster reimbursements from the state and federal government first be used to replenish reserves. For non-reimbursable costs financed through the use of reserves, the County will create a three year repayment plan. Use of reserves for non-reimbursed costs will include a financial table outlining the repayment plan.

Proposed New Public Safety Realignment Local Innovation Subaccount Policy:

Beginning in FY 2016-17, the 2011 Public Safety Realignment statute requires the County to establish a Local Innovation Subaccount, funded with 10% of growth revenue received for Trial Court Security, Community Corrections, Juvenile Justice, District Attorney and Public Defender special growth accounts. The statute gives the authority to the Board of Supervisors to determine expenditure priorities for these funds, and the funded activities must be consistent with the special growth accounts that fund the Local

Innovation Subaccount. The proposed policy established a committee, under the leadership of the County Administrator’s office, with one representative from each of the four contributing areas (Trial Court Security, Community Corrections, District Attorney/Public Defender, and Juvenile Justice) to develop an expenditure plan for Board approval, once the funds have been received. The policy recommends use of funds for pilot programs, matching funds for grants, or to develop grant applications for additional funding within the approved program areas. Ongoing administration of these funds will be managed by Probation staff.

**Next Steps**

The County Administrator will be recommending a budget that is built on historical actuals with current disaster impact assumptions. This distinct change in budgeting methodology was intended to happen over four years and now driven by the wildfire event, is compacted into a single fiscal year, FY 2018-19. The demands for General Fund dollars are ever increasing as state and federal resources become impacted along with a rising recovery need that must be financed strategically. It is important to recognize that the structural imbalance will stay with the County until on-going revenues match on-going expenditures and one-time revenues are tied to one-time uses or reserves.

The FY 2017-18 Budget has provided the resources needed to respond to the disaster, however the savings that are built into the annual budget were diverted to disaster needs and will not be available as a resource for next fiscal year. FY 2018-19 has a preliminary identified gap of \$14.2 million, that gap will be updated for the Board’s consideration prior to budget hearings in June. Staff will publish the recommended budget balancing with reserves and will be providing department reduction scenarios through the supplemental budget which will be available June 1, 2018.

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**Goal 2: Economic and Environmental Stewardship**

Annual public review of the County’s overall budget trend and projections and discussion on the development of next year’s budget encourages community participation. The Board’s focus on long term fiscal sustainability and commitment to deliver important community services will be incorporated into the FY 2018-19 recommended budget.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 2017-18 Adopted</b>	<b>FY 2017-18 Projected</b>	<b>FY 2018-19 Projected</b>
Budgeted Expenses			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
<p>Attachment A – Cannabis Program Overview</p> <p>Attachment B – FEMA Estimated Claims Costs</p> <p>Attachment C – Sonoma Complex Fire Estimated Insurance Claim Costs</p> <p>Attachment D – State and Federal Budget Impacts</p> <p>Attachment E– County General Fund Fiscal Outlook</p> <p>Attachment F – Financial Policies Update</p> <p>Attachment G - Budgetary Resolution</p>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

## ATTACHMENT A CANNABIS PROGRAM FISCAL OVERVIEW

Cannabis program expenses and revenue, comparing FY 2017-18 budget to actual, and projections for FY 2018-19. Summarized by the Countywide program and at the department level.

Countywide Cannabis Program Summary				
	FY 2017-18		FY 2018-19	
<b>Expenses</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Expenses</b>	<b>Projected</b>
Permanent Labor Costs	\$ 2,089,258	\$ 1,371,386	Permanent Labor Costs	\$ 1,952,971
Extra Help	\$ 479,645	\$ 86,701	Extra Help	\$ 187,125
Non-Labor Costs	\$ 846,004	\$ 884,408	Non-Labor Costs	\$ 362,312
<b>Total Expenses</b>	<b>\$ 3,414,907</b>	<b>\$ 2,342,495</b>	<b>Total Expenses</b>	<b>\$ 2,502,408</b>
<b>Revenues</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Revenues</b>	<b>Projected</b>
Cannabis Tax	\$ 3,935,502	\$ 2,517,754	Cannabis Tax	\$ 1,363,914
Fines, Fees, Other	\$ 1,283,905	\$ 886,828	Fines, Fees, Other	\$ 1,230,553
<b>Total Revenues</b>	<b>\$ 5,219,407</b>	<b>\$ 3,404,582</b>	<b>Total Revenues</b>	<b>\$ 2,594,467</b>
<b># of Permanent Positions</b>	14.0	12.0	<b># of Permanent Positions</b>	14.0
<b>Cannabis Fund - Surplus (Deficit)</b>	<b>1,804,500</b>	<b>1,062,087</b>	<b>Cannabis Fund - Surplus (Deficit)</b>	<b>92,059</b>

Permit Sonoma				
	FY 2017-18		FY 2018-19	
<b>Expenses</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Expenses</b>	<b>Projected</b>
Permanent Labor Costs	\$ 658,055	\$ 427,784	Permanent Labor Costs	\$ 740,000
Extra Help	\$ 95,000	\$ 11,576	Extra Help	\$ 75,000
Non-Labor Costs		\$ 69,980	Non-Labor Costs	\$ 10,000
<b>Total Expenses</b>	<b>\$ 753,055</b>	<b>\$ 509,340</b>	<b>Total Expenses</b>	<b>\$ 825,000</b>
<b>Revenues</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Revenues</b>	<b>Projected</b>
Cannabis Tax	\$ 132,942	\$ -	Cannabis Tax	\$ -
Fines, Fees, Other	\$ 620,113	\$ 670,777	Fines, Fees, Other	\$ 825,000
<b>Total Revenues</b>	<b>\$ 753,055</b>	<b>\$ 670,777</b>	<b>Total Revenues</b>	<b>\$ 825,000</b>
<b># of Permanent Positions</b>	5.0	5.0	<b># of Permanent Positions</b>	5.0

Ag Weights & Measures				
	FY 2017-18		FY 2018-19	
<b>Expenses</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Expenses</b>	<b>Projected</b>
Permanent Labor Costs	\$ 411,894	\$ 322,340	Permanent Labor Costs	\$ 324,014
Extra Help	\$ 209,521	\$ -	Extra Help	\$ -
Non-Labor Costs	\$ 52,220	\$ 44,270	Non-Labor Costs	\$ 63,604
<b>Total Expenses</b>	<b>\$ 673,634</b>	<b>\$ 366,610</b>	<b>Total Expenses</b>	<b>\$ 387,618</b>
<b>Revenues</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Revenues</b>	<b>Projected</b>
Cannabis Tax	\$ 297,920	\$ 204,077	Cannabis Tax	\$ 203,459
Fines, Fees, Other	\$ 375,715	\$ 162,534	Fines, Fees, Other	\$ 184,159
<b>Total Revenues</b>	<b>\$ 673,635</b>	<b>\$ 366,611</b>	<b>Total Revenues</b>	<b>\$ 387,618</b>
<b># of Permanent Positions</b>	3.0	2.0	<b># of Permanent Positions</b>	3.0

**ATTACHMENT A  
CANNABIS PROGRAM FISCAL OVERVIEW**

<b>Health Services</b>				
	<b>FY 2017-18</b>		<b>FY 2018-19</b>	
<b>Expenses</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Expenses</b>	<b>Projected</b>
Permanent Labor Costs	\$ 269,310	\$ 103,026	Permanent Labor Costs	\$ 154,568
Extra Help	\$ -		Extra Help	\$ -
Non-Labor Costs	\$ 50,000	\$ 120,092	Non-Labor Costs	\$ 99,191
<b>Total Expenses</b>	<b>\$ 319,310</b>	<b>\$ 223,118</b>	<b>Total Expenses</b>	<b>\$ 253,759</b>
<b>Revenues</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Revenues</b>	<b>Projected</b>
Cannabis Tax	\$ 194,310	\$ 208,702	Cannabis Tax	\$ 147,365
Fines, Fees, Other	\$ 125,000	\$ 14,416	Fines, Fees, Other	\$ 106,394
<b>Total Revenues</b>	<b>\$ 319,310</b>	<b>\$ 223,118</b>	<b>Total Revenues</b>	<b>\$ 253,759</b>
<b># of Permanent Positions</b>	<b>2.0</b>	<b>1.0</b>	<b># of Permanent Positions</b>	<b>2.0</b>

<b>County Counsel</b>				
	<b>FY 2017-18</b>		<b>FY 2018-19</b>	
<b>Expenses</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Expenses</b>	<b>Projected</b>
Permanent Labor Costs	\$ 226,153	\$ 78,201	Permanent Labor Costs	\$ 230,000
Extra Help	\$ 100,000	\$ -	Extra Help	\$ -
Non-Labor Costs	\$ -	\$ -	Non-Labor Costs	\$ -
<b>Total Expenses</b>	<b>\$ 326,153</b>	<b>\$ 78,201</b>	<b>Total Expenses</b>	<b>\$ 230,000</b>
<b>Revenues</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Revenues</b>	<b>Projected</b>
Cannabis Tax	\$ 163,077	\$ 39,100.50	Cannabis Tax	\$ 115,000
Fines, Fees, Other	\$ 163,077	\$ 39,100.50	Fines, Fees, Other	\$ 115,000
<b>Total Revenues</b>	<b>\$ 326,153</b>	<b>\$ 78,201</b>	<b>Total Revenues</b>	<b>\$ 230,000</b>
<b># of Permanent Positions</b>	<b>1.0</b>	<b>1.0</b>	<b># of Permanent Positions</b>	<b>1.0</b>

<b>Auditor-Controller</b>				
	<b>FY 2017-18</b>		<b>FY 2018-19</b>	
<b>Expenses</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Expenses</b>	<b>Projected</b>
Permanent Labor Costs	\$ 317,846	\$ 256,035	Permanent Labor Costs	\$ 320,389
Extra Help	\$ 75,125	\$ 75,125	Extra Help	\$ 112,125
Non-Labor Costs	\$ 55,115	\$ 24,897	Non-Labor Costs	\$ 39,897
<b>Total Expenses</b>	<b>\$ 448,086</b>	<b>\$ 356,057</b>	<b>Total Expenses</b>	<b>\$ 472,411</b>
<b>Revenues</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Revenues</b>	<b>Projected</b>
Cannabis Tax	\$ 448,086	\$ 356,057	Cannabis Tax	\$ 472,411
Fines, Fees, Other	\$ -	\$ -	Fines, Fees, Other	\$ -
<b>Total Revenues</b>	<b>\$ 448,086</b>	<b>\$ 356,057</b>	<b>Total Revenues</b>	<b>\$ 472,411</b>
<b># of Permanent Positions</b>	<b>2.0</b>	<b>2.0</b>	<b># of Permanent Positions</b>	<b>2.0</b>



**ATTACHMENT A  
CANNABIS PROGRAM FISCAL OVERVIEW**

**Economic Development**

	FY 2017-18		FY 2018-19	
<b>Expenses</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Expenses</b>	<b>Projected</b>
Permanent Labor Costs	\$ 206,000	\$ 184,000	Permanent Labor Costs	\$ 184,000
Extra Help	\$ -		Extra Help	\$ -
Non-Labor Costs	\$ -		Non-Labor Costs	\$ -
<b>Total Expenses</b>	<b>\$ 206,000</b>	<b>\$ 184,000</b>	<b>Total Expenses</b>	<b>\$ 184,000</b>
<b>Revenues</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Revenues</b>	<b>Projected</b>
Cannabis Tax	\$ 206,000	\$ 184,000	Cannabis Tax	\$ 184,000
Fines, Fees, Other	\$ -		Fines, Fees, Other	\$ -
<b>Total Revenues</b>	<b>\$ 206,000</b>	<b>\$ 184,000</b>	<b>Total Revenues</b>	<b>\$ 184,000</b>
<b># of Permanent Positions</b>		1.0	<b># of Permanent Positions</b>	1.0

**Non-Departmental Cannabis Fund**

	FY 2017-18		FY 2018-19	
<b>Expenses</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Expenses</b>	<b>Projected</b>
Permanent Labor Costs	\$ -	\$ -	Permanent Labor Costs	\$ -
Extra Help	\$ -	\$ -	Extra Help	\$ -
Non-Labor Costs	\$ 688,669	\$ 625,169	Non-Labor Costs	\$ 149,620
<b>Total Expenses</b>	<b>\$ 688,669</b>	<b>\$ 625,169</b>	<b>Total Expenses</b>	<b>\$ 149,620</b>
<b>Revenues</b>	<b>Budget</b>	<b>Est. Actual</b>	<b>Revenues</b>	<b>Projected</b>
Cannabis Tax	\$ 2,493,168	\$ 1,525,818	Cannabis Tax	\$ 241,679
Fines, Fees, Other	\$ -		Fines, Fees, Other	
<b>Total Revenues</b>	<b>\$ 2,493,168</b>	<b>\$ 1,525,818</b>	<b>Total Revenues</b>	<b>\$ 241,679</b>
<b># of Permanent Positions</b>		-	<b># of Permanent Positions</b>	-

# ATTACHMENT B

## FEMA Claim Costs Submitted

FEMA CLAIM SONOMA COMPLEX FIRE								
Category	Description	Project #	Approx. Cost	Labor type	Cost Share	25%/10% Cost Share	State 75% of 25%	County 25% of 25%
A	Transportation Public Works - Remove debris from road, haul & dispose for 24 closed roads throughout the county (\$2,509,021) Remove Hazardous trees, assessment to be completed 2/7/18 (\$6,7000,000) Hazardous Trees assessment (\$115,000) Tree Services and supplies (Countywide LOP#15) (\$425,000)	[25742] Sonoma County Transportation and Public Works	\$15,509,021.00	Force Account and Contract	10%	\$1,550,902.10	\$1,163,176.58	\$387,725.53
B	First 30 days. Applicant used services of EOC, EMS, and Volunteer Fire Department utilizing Mutual Aids to protect the residents. Sheltering of evacuees at the Community center opened on 10/8 8am to 11/7. County owned sites for Housing Task Force - Joint Incident Center and Permitting Modularity for Staff redirected during response and recovery phase for event related community information. FAL, Materials and Equipment utilized in response to emergency protective measures. This PW cross references #85248 for cost after first 30 days. Federal Cost Share will be 100%	[33856] Sonoma County Emergency Protective Measures (First 30 Days at 100% Federal Share)	\$7,398,786.00	Force Account and Contract	0%	\$0.00	\$0.00	\$0.00
B	After first 30 days - Applicant used services of the EOC, EMS, and Volunteer Fire Department to protect the residents. Sheltering of evacuees at the Community center opened on 10/8 8am closed on 11/19/17 *** 10% estimate of first 30 days FAL, Materials and Equipment utilizing Mutual Aids as requesting authority. Please cross reference #85247 first 30 days. This PW will be 75% federal cost share.	[33858] Sonoma County Emergency Protective Measures (Days 31+ at 75% Federal Cost Share)	\$1,722,877.00	Force Account	25%	\$430,719.25	\$323,039.44	\$107,679.81
B	Transportation Public Works (TPW) - Emergency Protective Measures as Push and Clear for County owned roads, stabilization and emergency work on burned posts and guardrails. Permanent work to be replaced in Cat C, Countywide roads.	[33859] Transportation Public Works (TPW) Emergency Protective Measures	\$1,553,000.00	Force Account	0%	\$0.00	\$0.00	\$0.00
B	First 30 days, Sonoma County Law Enforcement's immediate response to the DR4344-CA wildfire event. The County's Sheriff's Office provided law enforcement services throughout the County. Evacuation, road closure enforcement, looter patrol, missing person recovery operations were duties were performed as a response to the Sheriff's Office (SCSO) was designated the law enforcement command center for the County Law Enforcement Mutual Aid was requested through the State's Office of Emergency Service regional coordinator and officers were assigned to report to the SCSO. Over 100 different agencies provided law enforcement service in both the City and County of Sonoma. The number of officers responded ranged from 100 to over 300 per 12 hours shifts, according to the sign in sheets. Other outside agency Officers reported to the incident command center. The PW work performed was completed in the first 30 days and will be at 100%	[33871] Sonoma County Law Enforcement EPM and Mutual Aid Agencies	\$9,151,667.00	Force Account and Contract	0%	\$0.00	\$0.00	\$0.00
C	Sonoma County fire destroyed 400 road signs with posts countywide	[34608] Sonoma County Destroyed Roads Signs and Post	\$150,000.00	Force Account and Contract	25%	\$37,500.00	\$28,125.00	\$9,375.00

**FEMA CLAIM SONOMA COMPLEX FIRE**

Category	Description	Project #	Approx. Cost	Labor type	Cost Share	25%/10% Cost Share	State 75% of 25%	County 25% of 25%
C	Wildfire destroyed (1) redwood retaining wall 80 FT Long X 4 FT High with 8 FT tall X 10 inches wide redwood post, at 6FT centers. Posts are held by 5/8" steel tie back rods with horizontal tie beams	[30239] Franz Valley Road	\$91,000.00	Force Account and Contract	25%	\$22,750.00	\$17,062.50	\$5,687.50
C	Fire damaged Lighting District equipment: 25 Street Lighting in 3 residential neighborhoods/400 Road Signs and aTraffic control Panel.	[26923] County Lighting District	\$1,100,000.00	Force Account and Contract	25%	\$275,000.00	\$206,250.00	\$68,750.00
C	Fire damaged 40ft longx18" CMP culvert. 20ft sections connected with a 45 degree elbow to exit on a downhill slope	[29264] Cavedale Road - Culvert replacement	\$90,000.00	Force Account	25%	\$22,500.00	\$16,875.00	\$5,625.00
C	Fire damaged cross drain 28lf x 15" diameter HDPE culvert encased in concrete on Riebli Road.	32737	\$90,000.00	Force Account and Contract	25%	\$22,500.00	\$16,875.00	\$5,625.00
C	Countywide fire damaged or destroyed metal guardrails with wood posts, along 90 miles of County maintained roadways. Emergency repairs of K-rails were addressed until the permanent work could be completed.	32352	\$220,000.00	Force Account and Contract	25%	\$55,000.00	\$41,250.00	\$13,750.00
E	The Sonoma County Telecommunications analog electronic equipment and components servicing the Sheriff's Office, Fire and EOC. Equipment housed in leased space, privately owned building and radio tower. Fire destroyed the building and equipment as well as the County's equipment on radio tower. Due to the outdated analog equipment, replacement parts are no longer available. Photos of the analog equipment pre-event and supplied a list of destroyed outdated analog technical electronic components and equipment with detailed description provided.	[25851] 85251 Sonoma County DR- 4344 MT Barham Radio Tower	\$715,000.00	Contract	25%	\$178,750.00	\$134,062.50	\$44,687.50
G	Crane Creek Regional Park, Tom Schopflin Fields, Shiloh Ranch Regional Park and Sonoma Valley Regional Park and Tolay Lake (5869 Cannon Lane, Petaluma CA 94954) fire damaged miscellaneous amenities signs, fencing, waterlines, 24 road closures throughout the County Park. Incidental vegetative debris of fire damaged/destroyed fallen trees from park facilities. Countywide parks tree cutting/clearing for safety, and hydroseeding for erosion control.	[27294] Countywide - Multiple Parks	\$450,000.00	Force Account and Contract	25%	\$112,500.00	\$84,375.00	\$28,125.00
G	4 retaining walls were fire damaged. One retaining wall includes a culvert destroyed by the fire.	[25872] Sonoma County DR - 4344 Shiloh Ranch Regional Park	\$100,000.00	Force Account and Contract	25%	\$25,000.00	\$18,750.00	\$6,250.00
G	Fire damaged 35 feet long' x 6foot wide wooden trail bridge w abutments/wall. (1) 45 foot long x 48" diameter CMP culvert	[26712] Hood Mountain RegionalPark	\$120,000.00	Force Account and Contract	25%	\$30,000.00	\$22,500.00	\$7,500.00
G	Hood Mountain Regional Park - wildfire burnt / destroyed numerous trees down to the root system causing large holes where the trees were located along trails throughout the Hood MT Regional Park system.	[35356] Hood Mountain RegionalPark	\$20,000.00	Force Account and Contract	25%	\$5,000.00	\$3,750.00	\$1,250.00
Z	Direct Administrative Cost	Countywide	\$1,500,000.00	Force Account and Contract				

Total Claim                      \$39,981,351.00

Cost Share Permanent Projects	Cost Share Advance Cat A/B	Total Cost Share FEMA Claim
\$195,375.00	\$495,405.34	\$690,780.34

Functional Area	County Property - Potentially Insurance Covered Loss
<b>ADMINISTRATIVE SUPPORT AND FISCAL SERVICES</b>	
Board of Supervisors/County Administrator's Office	\$ -
County Counsel	\$ -
Human Resources	\$ -
General Services	\$ 103,590
Information Systems	\$ 6,775
Auditor-Controller- Treasurer-Tax Collector	\$ -
Clerk-Recorder-Assessor	\$ 1,500
Non-Departmental	\$ 2,500,000
<b>JUSTICE SERVICES</b>	
Court Support and Grand Jury	\$ -
Probation	\$ 6,911
District Attorney	\$ -
Public Defender	\$ -
Sheriff	\$ 798,675
<b>HEALTH AND HUMAN SERVICES</b>	
Health Services	\$ 2,500
Human Services	\$ 12,500
In-Home Support Services	\$ -
Department of Child Support Services	\$ -
<b>DEVELOPMENT SERVICES</b>	
Permit and Resource Management Department	\$ 3,500
Community Development Commission	\$ -
Fire and Emergency Services	\$ -
Transportation and Public Works	\$ 102,600
Economic Development Department	\$ -
Regional Parks	\$ 1,000,000
<b>OTHER COUNTY SERVICES</b>	
Agriculture Preservation and Open Space District	\$ 150,000
Agriculture/Weights and Measures	\$ -
UC Cooperative Extension	\$ -
Fairgrounds	\$ -
<b>FUNCTIONAL AREA TOTAL</b>	<b>\$ 4,688,551</b>

# ATTACHMENT D

## STATE AND FEDERAL BUDGET IMPACTS

Sonoma County's budget and service delivery is impacted each year by the state and federal budgets, which pose both opportunities and challenges to local operations. Governor Brown's proposed State Budget was released in January and will be revised in May with updated revenue projections and to reflect the impacts of Federal tax reform and from the Federal budget, which was approved by Congress and signed by the President on February 9, 2018. Further analysis is currently underway, and will be provided to the Board as part of the FY 2018-19 Budget Hearings.

On January 10, in Governor Brown's 2018-2019 budget proposal, he states "the budget, now more than ever, demands caution and prudence" and reminds us that by the end of 2018-2019, the economic expansion will have matched the longest expansion since World War II. The proposed State Budget reflects these values, while starting to invest in recovery efforts from disasters throughout the state, including the wildfires that impacted Sonoma County so significantly.

Revenue is expected to increase for the state, with increases in personal income tax and sales tax, offset by a projected decrease in corporation tax revenue. The state budget also reflects \$4.6 billion in new transportation funding being generated by the implementation of SB 1, the Road Repair and Accountability Act of 2017. County staff will continue to monitor efforts to gather enough signatures and place a repeal measure on the November 2018 statewide ballot. The budget also proposes contributions that will bring the Rainy Day Fund up to the constitutional target of 10%, as approved by the voters in Proposition 2 (2014).

In **Education** spending, the state budget proposes an ongoing increase of \$200 million in Proposition 98 funding toward Career Technical Education funding, which has been identified as a crucial need to support workforce development for rebuilding efforts.

The state **Health and Human Services** budget continues funding to support full implementation of Proposition 56 (the California Healthcare, Research and Prevention Tobacco tax Act of 2016); Continuum of Care Reform for Foster Care; changes to the In-Home Supportive Services Maintenance of Effort funding formula; implementation of the Affordable Care Act; closure of Sonoma Developmental Center in December 2018; ongoing program costs for existing programs; as well as funding for new programs.

- **Tobacco Tax funding:** The County receives funding from taxes on tobacco products, as approved by the voters in Proposition 99 (1988), Proposition 10 (1998) and Proposition 56 (2016). Each additional tax, along with other tobacco cessation efforts, have resulted in the continued decline in tobacco sales in California, thereby resulting in reduced funding over time.
  - Proposition 99 revenue is expected to decrease by \$155,000, from \$820,000 to \$665,000. The Health Department will reduce the program by one position (vacant) in order to adjust to the available funding.
  - Proposition 10 revenue funds the First Five programs. The FY 2018-19 budget assumes a one-time increase in revenue of approximately \$445,000, based on the receipt of backfill from Proposition 56, but the revenue source continues to decline steadily.

- Proposition 56 funds began funding Dental Health and Tobacco Prevention programs in FY 2017-18. Delays in program implementation have resulted in un-expended funds. Staff will advocate for the authorization to roll these funds over for use in the 2018-19 fiscal year<sup>1</sup>.
- **Continuum of Care Reform for Foster Care:** Additional funding of \$21 million of general fund statewide has been included in the budget to support these efforts. It is unknown at this time the impact to Sonoma County.
- **In-Home Supportive Services:**
  - All growth for 1991 Mental Health Realignment is expected to be redirected to fund this in FY 2018-19.
  - Caseload growth continues to increase at about 5.4%/year, while administration funding is flat (\$4.6 for Sonoma County).
- **Closure of Sonoma Developmental Center:** Plans continue for closure in December 2018. Sonoma County expects the following impacts:
  - Continued advocacy related to the disposition of the property.
  - Possible increased costs for the Public Defender to represent this population spread throughout the County, rather than being in a single location. The exact impact is unknown at this time.
- **Ongoing Programs:**
  - Realignment growth projections
    - 1991 Behavioral Health and Health - no growth
    - 2011 Behavioral Health - \$588,000 increase
    - 1991 Social Services - \$831,000 increase
    - 2011 Social Services - \$780,000 increase
  - Caseload and funding levels
    - CalWORKS caseload has increased since the fires, which may result in an increase in the administrative allocations, when the administrative allocations are determined after the beginning of the new fiscal year.
    - Child Care funding is expected to decrease for Stage 1 recipients<sup>2</sup> by \$316,000, however staff believes existing funding is sufficient to meet local needs.
    - Medi-Cal Administration funding is expected to remain stable, assuming that the Affordable Care Act is not repealed.
    - CalFresh caseload is declining, and funding is expected to remain level.
- **New Programs:** The proposed budget includes \$26.7 million (\$158.5 million through 2021) of one-time funding from Temporary Assistance for Needy Families for a pilot program for Home Visiting, which may be utilized to sustain the Nurse Family Partnership program. Program guidelines will not be determined until the budget has been approved.

The **Public Safety** budget continues on the Governor's prior efforts to reduce costs through improved services and programing, with the ultimate goal of reducing recidivism.

- **Juvenile Justice:** The Budget proposes increasing the age youth can be committed to the state Department of Juvenile Justice from 23 to 25, reversing a cost-saving measure implemented during the recession. While Sonoma County would be billed \$2,000/month for each ward in this category, it is not expected to be a significant impact, since there were only 40 wards statewide in FY 2012-13 prior to the change made at that time.
- **Community Corrections:** The state continues to invest in improving the transition of offenders from state custody to local supervision, including pre-release video conferencing with probation officers; improved

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<sup>1</sup> Board will be asked to approve the acceptance of Prop 56 Grant funding for the California Oral health Program on March 20, 2018

<sup>2</sup> Stage 1 Childcare is for CalWORKS clients receiving cash aid, and up to 24 months after leaving cash aid, until a determination has been made that the family situation is stable.

training for County Probation staff; and improvements in information sharing prior to release, especially as it relates to programming received in prison and needs of medically compromised inmates.

- **Court Construction:** The Budget identifies funding to continue the design and construction of the new Sonoma County Criminal Courthouse, which has been delayed for 2 years, with construction scheduled to begin in 2020, if the funding is approved. This triggers the need for Sonoma County to move forward with the Capital Projects to construct a connector tunnel to the Main Adult Detention Facility, demolish the old Fleet building and turn the property back to the State, with an additional funding need of approximately \$6.4 million. This also creates opportunities to enter into discussions with the Judicial Council of California about the development of shared parking facilities to meet the future needs at the County Administration Center<sup>3</sup>.
- **Public Safety Realignment:** The Budget expects statewide growth of \$84.3 million, which results in an increase of \$756,000 for Sonoma County. This will be updated as part of the May Revision, then finalized in the fall once all revenue for FY 2017-18 is received<sup>4</sup>.

The **Transportation** budget includes the first full year of funding from SB 1, the Road Repair and Accountability Act of 2017. In FY 2018-19, Sonoma County will receive \$9.8 million from these funds, with \$1.2 million being directed to the transit system and the balance being available toward implementation of the Pavement Preservation Program, and Roads Maintenance and Administration. Residents could also expect to see improvements to the state highways in the future as a result of this funding. Sonoma County will continue to advocate against efforts to repeal this tax.

The **Natural Resources** budget builds on existing efforts to improve climate resiliency, and plan for the future.

- **SB 5, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All**, is a \$4 billion bond measure that will be on the June 2018 ballot for voter approval. The budget includes \$1.02 billion dedicated to supporting existing programs, shovel-ready projects, and a phased-in approach for newly established projects, if the measure is passed. This includes \$61.8 million to support groundwater sustainability agencies and \$98.5 million for flood control projects. Staff from the Water Agency, Agricultural Preservation and Open Space District, and Regional Parks are reviewing the proposed bond measure and may return to the Board for formal support of the measure.

The state budget includes several provisions related to addressing the shortage of **Housing**, including initial allocations, if the voters approve the Veterans and Affordable Housing Bond Act of 2018 in November. This \$4 billion measure will dedicate \$3 billion to support various existing housing programs, including affordable multifamily housing, farmworker, transit-oriented development, infill infrastructure and homeownership programs as well as matching grants for Local Housing Trust Funds, awarded over 5 years. \$1 billion will be dedicated to supporting home ownership for veterans.

**Wildfire Response and Recovery:** the budget includes \$23.7 million of General Fund to backfill FY 2017-18 and FY 2018-19 property tax revenue losses to cities, counties, and special districts impacted by the wildfires. It is expected that the May Revision will update this number to reflect more accurate estimates, as well as the losses from the Southern California fires.

**County Assessors' Operations:** the budget includes \$5 million annually for 3 years to select county assessors under a new county assessor grant program termed State Supplementation for County Assessors Program (SSCAP) to assist in the maintenance and equalization of county property tax rolls. Under this program, no county could receive more than \$750,000 in any year. Counties would apply to the Department of Finance (DOF), who would

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<sup>3</sup> Staff will be asking the Board to adopt the Plans and Specifications for the connector construction project in April, 2018

<sup>4</sup> The Board approved the FY 2017-18 Community Corrections Partnership plan on June 6, 2017, which allocates the Public Safety Realignment Funding each year.

review the applications and select the participants. Counties would be required to match every \$2 of SSCAP funding with \$1 of local funds.

***Voting System Replacement for Counties:*** the budget includes \$134.3 million of one-time funds to purchase necessary hardware, software, and initial licensing for the replacement of voting systems and technologies in all 58 counties, representing a 50% state cost share, with the counties responsible for the other 50%. Sonoma County currently has \$1.75 million set aside to address this need.

***Cannabis - Proposition 64 Implementation:*** the budget estimates new tax revenue from the cultivation and retail sale of cannabis with the implementation of Proposition 64, and will be dedicated to programs to support substance use disorder treatment, environmental impacts of cannabis cultivation, and public safety. It is not anticipated that these funds will be allocated until the FY 2019-20 budget, but staff will monitor the implementation plans, to encourage alignment with Sonoma County priorities.



**Attachment E**  
**General Fund Forecast Update**

<b>GENERAL FUND ONLY FORECAST</b>	<b>Revised Budget FY 16-17</b>	<b>Actuals FY 16-17</b>	<b>Adopted Budget FY 17-18</b>	<b>Revised Budget (as of Dec.) FY 17-18</b>	<b>Q2 Estimates</b>	<b>Variance to Revised</b>	<b>Projected FY 18-19</b>	<b>Projected FY 19-20</b>	<b>Projected FY 20-21</b>	<b>Projected FY 21-22</b>	<b>Projected FY 22-23</b>
<b>Taxes</b>	<b>\$ 252,475,296</b>	<b>\$ 258,935,079</b>	<b>\$ 264,470,760</b>	<b>\$ 264,470,760</b>	<b>\$ 266,302,791</b>	<b>\$ 1,832,031</b>	<b>\$ 272,834,978</b>	<b>\$ 274,132,000</b>	<b>\$ 280,707,000</b>	<b>\$ 288,627,000</b>	<b>\$ 296,778,000</b>
Secured Property Tax	222,733,000	226,510,007	236,102,135	236,102,135	234,176,504.99	(1,925,630)	240,031,000	246,032,000	252,183,000	259,748,000	267,540,000
<i>Assumed State Backfill</i>					3,622,000	3,622,000	5,135,800				
Redevelopment Increment	(9,963,000)	(10,047,664)	(10,667,295)	(10,667,295)	(11,224,354)	(557,059)	(11,448,841)	(11,735,000)	(12,028,000)	(12,389,000)	(12,761,000)
Residual Property Tax RPTTF	3,797,827	3,797,827	3,000,000	3,000,000	3,000,000	0	3,000,000	3,075,000	3,152,000	3,247,000	3,344,000
Unsecured Property Tax	5,700,000	5,920,124	5,800,000	5,709,000	5,923,083	214,083	5,679,019	5,821,000	5,967,000	6,146,000	6,330,000
Supplemental Property Tax	2,800,000	3,011,226	2,960,000	2,960,000	3,002,286	42,286	2,960,000	3,034,000	3,110,000	3,203,000	3,299,000
Documentary Transfer Tax	5,000,000	6,047,472	5,000,000	5,000,000	5,000,000	(0)	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Sales Tax	18,849,169	19,593,000	18,564,000	18,564,000	18,970,000	406,000	18,995,000	19,318,000	19,646,000	19,921,000	20,200,000
Other Taxes (mainly TOT)	3,558,300	4,103,087	3,711,920	3,802,920	3,833,271	30,351	3,483,000	3,587,000	3,677,000	3,751,000	3,826,000
Licenses/Permits/Franchises	13,414,570	15,023,480	14,376,788	14,376,788	17,883,464	3,506,676	17,450,000	17,450,000	17,450,000	17,450,000	17,450,000
State and Federal Funds	73,920,031	71,375,312	75,775,023	75,852,757	84,641,509.78	8,788,753	75,142,000	77,021,000	78,947,000	80,526,000	82,137,000
Fines/Forfeitures/Penalties	7,614,410	7,515,978	7,887,622	7,887,622	7,525,927	(361,695)	7,000,000	7,000,000	7,000,000	7,000,000	7,000,000
Use of Money/Property	5,337,342	5,397,564	5,198,537	5,198,537	5,283,077	84,540	3,900,000	3,902,000	3,904,000	3,906,000	3,908,000
Charges for Services	50,986,341	42,515,259	50,077,599	50,077,599	41,323,053	(8,754,546)	50,679,000	51,249,000	51,826,000	52,409,000	52,999,000
Miscellaneous Revenues	4,155,530	6,545,175	3,671,150	3,405,850	5,257,109	1,851,259	3,708,000	3,745,000	3,682,000	3,679,000	3,676,000
Other Financing Sources	34,899,888	30,275,137	21,774,393	22,450,092	22,710,479	260,386	23,243,467	23,476,000	23,711,000	23,948,000	24,187,000
Special Items				265,300	265,300	0					
<i>EFS Repayment to the General Fund</i>						-	1,631,744	1,631,744	1,619,661	1,541,652	1,541,652
<b>Total Sources</b>	<b>\$ 442,803,407</b>	<b>\$ 437,582,984</b>	<b>\$ 443,231,872</b>	<b>\$ 443,985,305</b>	<b>\$ 451,192,709</b>	<b>\$ 7,207,404</b>	<b>\$ 455,589,189</b>	<b>\$ 459,606,744</b>	<b>\$ 468,846,661</b>	<b>\$ 479,086,652</b>	<b>\$ 489,676,652</b>
Salaries & Benefits	312,311,624	300,307,983	329,552,498	329,782,429	321,458,240	(8,324,189)	337,529,713	345,124,131	352,889,424	360,829,436	368,948,099
Services & Supplies	113,598,110	101,264,025	108,854,172	110,056,330	125,189,028	15,132,698	111,706,413	113,382,000	115,650,000	117,963,000	120,322,000
Other Charges	26,565,735	24,617,859	27,431,392	27,453,252	26,178,795	(1,274,457)	26,914,293	27,453,000	28,002,000	28,562,000	29,133,000
Fixed Assets	5,177,063	3,978,989	7,064,599	7,222,405	7,426,395	203,990	5,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Other Financing Uses (See Next Page)	54,556,525	52,396,311	40,210,328	43,393,927.66	43,731,893	337,966	38,046,020	38,426,000	38,810,000	39,198,000	39,590,000
<i>Pavement (ongoing adjt. w/growth)</i>	11,380,000	11,380,000	11,563,600	14,494,300	14,677,900	183,600	11,751,000	11,942,000	12,137,000	12,336,000	12,539,000
<i>In Home Support Services</i>	21,784,737	21,784,737	22,253,522	22,253,522	22,253,522	-	22,860,436	22,697,585	23,551,556	23,551,556	23,551,556
Reimbursements	(85,686,254)	(80,464,662)	(92,176,816)	(92,366,752)	(87,346,944)	5,019,808	(89,024,158)	(91,027,000)	(93,075,000)	(95,169,000)	(97,310,000)
Contingencies	129,319	-	4,425,266	2,386,582	2,386,582	(0)	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
<b>Total Uses</b>	<b>\$ 459,816,860</b>	<b>\$ 435,265,242</b>	<b>\$ 459,178,561</b>	<b>\$ 464,675,995</b>	<b>\$ 475,955,411</b>	<b>\$ 11,279,415</b>	<b>\$ 469,783,717</b>	<b>\$ 476,997,716</b>	<b>\$ 486,964,980</b>	<b>\$ 496,270,992</b>	<b>\$ 505,773,655</b>
<b>Starting Fund Balance</b>	<b>\$ 20,238,310</b>	<b>\$ 20,238,310</b>	<b>\$ 22,556,052</b>	<b>\$ 22,556,052</b>	<b>\$ 22,556,052</b>	<b>N/A</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Surplus/(Deficit)	\$ (17,013,452)	\$ 2,317,742	\$ (15,946,689)	\$ (20,690,690)	\$ (24,762,702)	\$ (7,572,012)	\$ (14,194,527)	\$ (17,390,972)	\$ (18,118,319)	\$ (17,184,340)	\$ (16,097,002)
<b>Year-End Savings Rollover</b>	<b>\$ 3,224,858</b>	<b>\$ 22,556,052</b>	<b>\$ 6,609,363</b>	<b>\$ 1,865,362</b>	<b>\$ (2,206,650)</b>	<b>N/A</b>	<b>\$ (14,194,527)</b>	<b>\$ (17,390,972)</b>	<b>\$ (18,118,319)</b>	<b>\$ (17,184,340)</b>	<b>\$ (16,097,002)</b>

**Attachment E  
General Fund Forecast Update**

<b>GENERAL FUND ONLY FORECAST</b>	<b>Revised Budget FY 16-17</b>	<b>Projected FY 18-19</b>	<b>Projected FY 19-20</b>	<b>Projected FY 20-21</b>	<b>Projected FY 21-22</b>	<b>Projected FY 22-23</b>
<b>Forecast Assumptions:</b>	<b>Revised Budget FY 16-17</b>	<b>Projected FY 18-19</b>	<b>Projected FY 19-20</b>	<b>Projected FY 20-21</b>	<b>Projected FY 21-22</b>	<b>Projected FY 22-23</b>
<b>REVENUE</b>						
Sec. Property Tax	5.00%	2.50%	2.50%	2.50%	3.00%	3.00%
Sales Tax	4.00%	1.90%	1.70%	1.70%	1.40%	1.40%
Other Tax (mainly TOT Activity Projection)	5.00%	0.00%	3.00%	2.50%	2.00%	2.00%
Interest Earnings Rate Increase	0.00%	0.00%	0.25%	0.25%	0.25%	0.25%
State/Federal Funds	Dept. Info	0.00%	2.50%	2.50%	2.00%	2.00%
50% of S&B Growth Estimated to be Recovered		1.20%	1.13%	1.13%	1.13%	1.13%
Miscellaneous	Dept. Info	1.00%	1.00%	1.00%	1.00%	1.00%
Other Financing	Dept. Info	1.00%	1.00%	1.00%	1.00%	1.00%
Future Salary & Benefits Cost Changes	0.00%		2.00%	2.00%	2.00%	2.00%
Annual Average Wage Merit Adjustment	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
		<i>Factors listed were chosen for fiscal modeling purposes only.</i>				
<b>NON-SALARIES &amp; BENEFITS</b>						
Services & Supplies	Dept. Info	1.50%	1.50%	2.00%	2.00%	2.00%
Other Charges	Dept. Info	2.00%	2.00%	2.00%	2.00%	2.00%
Reimbursements (mainly staff costs)	Approved State Plan	0.25%	2.25%	2.25%	2.25%	2.25%
<b>Other Financing Major Components:</b>	<b>\$ 54,556,525</b>	<b>\$ 38,046,020</b>	<b>\$ 38,426,000</b>	<b>\$ 38,810,000</b>	<b>\$ 39,198,000</b>	<b>\$ 39,590,000</b>
Human Services	\$5,143,237	\$5,143,237	\$5,143,237	\$5,143,237	\$5,143,237	\$5,143,237
Human Services VLF Pass-Through	\$759,816	\$0	\$0	\$0	\$0	\$0
Roads Operations	\$4,231,378	\$4,798,192	\$4,798,192	\$4,798,192	\$4,798,192	\$4,798,192
Health Contribution	\$9,025,114	\$9,333,295	\$9,333,295	\$9,333,295	\$9,333,295	\$9,333,295
Capital Projects	\$7,029,429	\$5,493,429	\$5,493,429	\$5,493,429	\$5,493,429	\$5,493,429
RDA Residual to Reinvest. & Revitalization	\$3,797,827	\$3,000,000	\$3,075,000	\$3,152,000	\$3,247,000	\$3,344,000
Prop. 172 Dedicated for Fire Svcs	\$1,283,434	\$1,315,520	\$1,348,408	\$1,382,118	\$1,409,760	\$1,437,956
Intra-Department / Project Transfers	\$23,286,290	\$8,962,347	\$9,234,439	\$9,507,729	\$9,773,087	\$10,039,891

# ATTACHMENT F

## FINANCIAL POLICIES FOR FY 2018-19

### BUDGET DEVELOPMENT

Annually, the Board of Supervisors/Board of Directors provide policy direction to guide the County Administrator in the development of the Recommended Budget. The policy document is organized into basic fiscal principles and general government accounting standards.

## BASIC FISCAL PRINCIPLES

### Balanced Budget and Fiscal Discipline

- The budget must balance resources with expenditure appropriations. The County must live within its own means and avoid disturbing other local jurisdictions' revenue sources to resolve its deficiencies. Furthermore, any deviation from a balanced budget is not permitted by the California State Government Code, which states: "In the recommended, adopted, and final budgets the funding sources shall equal the financing uses." (Government Code §29009).
- Per the State's County Budget Act, the Board of Supervisors must adopt a "statutorily" balanced budget; however, to ensure ongoing sustainability, the County of Sonoma should strive to adopt a "structurally" balanced budget. A budget is statutorily balanced when total estimated financing sources (beginning fund balance plus revenues) equal the total appropriation (expenditures plus ending fund balance). At no time shall spending in a given year exceed total current revenues plus any fund balance carryover from the prior year. A statutorily balanced budget utilizes beginning fund balance as a financing source. In contrast, a structurally balanced budget matches total ongoing expenditures to the annual estimated revenues. In a structurally balanced budget, beginning fund balance may not be used as a financing source for ongoing expenditures. As noted in the Long Range Planning section below, the County's goals are to maintain annual expenditure increases at a conservative growth rate, and to limit expenditures to anticipated annual revenues. Ongoing expenditures shall be provided based on sound anticipated ongoing revenue and not include "one-time" items such as capital outlay, projects, or temporary program funding. Sound anticipated ongoing revenue is recurring revenue, such as, taxes and fees. As part of the FY 2017-18 Budget Adoption, the Board established a new fiscal objective of reducing reliance on fund balance for operating purposes. Therefore, by FY 2020-21 the recommended budget will align annual operating expenditures with annual operating revenues.
- All County departments/agencies must, when directed by the County Administrator, submit recommended options for reducing their net county costs as part of their annual budget submittal. These reduction options will be the primary source for balancing the County Administrator's recommended budget as submitted to the Board of Supervisors during difficult financial times. Reduction options will be accompanied by each department's analysis of the impact on services. Depending upon state budgetary impacts on Sonoma County, additional reductions may be requested from the County departments.
- Mid-year and third quarter reports of actual revenues and expenditures, with projections for the remainder of the year compared to revised budget, will be submitted by departments to the County Administrator, and on to the Board of Supervisors with recommendations, if necessary, for current year budget adjustments.
- In response to declining property tax and other revenues resulting from the "Great Recession", the County had been operating under a Board of Supervisors approved hiring freeze, which required the County Administrator's approval for filling any permanent or extra-help vacant positions. The hiring freeze policy will be inactive for FY 2017-18. In addition, all positions held vacant for 12 months or more will be deleted as part of the annual recommended budget.

### Long Range Planning

- Recognizing cyclical economic downturns will occur in the future, and to maintain fiscal sustainability, program budgets will not be automatically restored as a result of fiscal recovery and/or discretionary revenue growth. Instead, a review of the current public needs compared to efficiencies implemented must be completed before program and/or service expansion is considered.
- Annual budgets will not be increased or changed to the point that ongoing operating costs become overly reliant on one-time or cyclical, unreliable revenues.
- Annual budgets will be compiled with long-term sustainability in mind to operate within available ongoing revenues, except as part of a Board of Supervisors approved plan in response to unilateral state budgeting actions that may include reducing costs over a specified number of years.
- Proposed new services, public facilities, significant infrastructure and system changes, and major strategy changes should/will be analyzed for their long term impacts on operations, funding, liability and maintenance before seeking Board of Supervisors approval. New programs or services will generally not be recommended unless they further Strategic Plan goals, objectives, or strategies; are provided with a reliable funding stream sufficient to finance their costs; and the Board of Supervisors can be assured the County can control both the quality and level of services provided.
- The County Administrator, in conjunction with the County Auditor-Controller, will submit a 5 year, multi-year financial projection and solicit budget policy direction prior to compiling the recommended budget.
- One-time funding sources (i.e. fund balance, cyclical increases to revenues, grants) will be used to fund one-time expenditures (i.e. fixed assets, infrastructure, grant programs, Economic Uncertainty Reserves, and special one-time needs programs). An exception to this policy will be when reducing ongoing costs in accordance with a Board of Supervisors approved multi-year plan to reach a new reduced ongoing financing base as a result of state budgetary action. This plan will be called out separately in the budget message.
- The County and other Government Agencies governed by the Board of Supervisors support the funding of the employee retirement system each year at a ratio of between 95%-105% actuarial assets to liabilities. The County Administrator shall work with the Retirement System Administrator to develop a forecast of financing required for the County (and other Government Agencies governed by the Board of Supervisors) and will include options to achieve the desired funding levels along with each recommended budget.
- In order to avoid significant increases in deferred maintenance costs for County facilities, the Board of Supervisors will appropriate, for a 5 year period commencing with FY 2017-18, forty percent (40%) of all new property tax growth—which is above the growth needed to keep up with inflation for existing levels of General Fund services—to the Capital Projects Budget to be used towards addressing deferred maintenance of County facilities.

### Expenditure Management and Control

- Sonoma County, in conjunction with employee groups, will consider temporary salary and benefit cost saving programs (e.g. Mandatory Time Off, Voluntary Time Off) in lieu of service reductions or layoffs when the fiscal problem is of a temporary nature where one can reasonably predict when the fiscal problem will end.
- Federal and state program reductions will not be backfilled with County discretionary revenues except by Board of Supervisors direction. The Board of Supervisors typically does not backfill these programs due to their sheer size and magnitude on the County's financial position.
- Board policy direction is required prior to changing one-time expenses into ongoing expenses. In addition, departments will not engage in internal cost shifting to the County General Fund.

### Treasury Management

- Other than amounts held with trustees under bond indenture or other restrictive agreements, the County's cash and investments shall be invested by the County Treasurer. The Treasury Oversight Committee has regulatory oversight for all monies deposited in the Treasury Pool. Such amounts are invested in accordance with investment policy guidelines established by the County Treasurer and reviewed by the Board of Supervisors. The objectives of the policy are, in order of priority, safety of principal, liquidity, and yield. The policy addresses the soundness of financial institutions in which the County will deposit funds, types of investment instruments as permitted by the California Government Code, and the percentage of the portfolio that may be invested in certain instruments with longer terms to maturity.

- Debt is incurred for the purpose of spreading capital project costs to the years in which the improvement will benefit. Debt is also incurred to reduce future costs such as refinancing (pension obligation bonds, general obligation bonds, certificates of participation) at lower interest rates.
- Sonoma County will not exceed its legal maximum debt amount. This amount is calculated annually based on 2% of the County's total assessed valuation. Sonoma County currently has no debt applicable to the legal maximum debt, leaving a 100% debt margin.
- Debt issuance and management is also subject to a separate set of policies established by the Board of Supervisors and available from the Auditor-Controller-Treasurer-Tax Collector's office.

### Revenue Management

- Sonoma County will continue to advocate for more discretion over its revenue sources and to diversify and maximize discretionary revenue sources in order to resist state erosion to local revenues and improve the County's ability to manage individual revenue fluctuations.
- Programs financed by charges for services, fees, grants, and special revenue fund sources shall pay their full and fair share of all direct and indirect costs to the extent feasible and legally permitted. Including cost recovery towards future assets and/or system replacement.
- Departments requesting new or increased revenues from fees, permits and user charges shall submit these requests to the Board of Supervisors for consideration during the Board's annual fee hearing process. Requested fee increases shall include annual service improvement plans to identify efficiency and productivity measures taken or planned to minimize the level of rate increases, while improving customer service. If permissible by law, fees and charges should cover all costs of the services provided, unless otherwise directed by the Board of Supervisors, to provide for public benefit.
- Staff will use conservative but defensible estimates for major revenue sources and not unduly anticipate changes in revenue trends.
- Proposition 172 Public Safety Distribution – Annually, the baseline growth shall be determined as the Consumer Price Index for All Urban Consumers-San Francisco-Oakland-San Jose for the 12-month period ending the previous December 31. This will be applied to the prior year budget for each department that received funds in the previous fiscal year, to establish the new adjusted base. Growth will be any funds projected or received that exceed the adjusted base. Growth shall be split 50% fire services and 50% law enforcement, until the point in time that fire services is receiving 8% of the funding. At that point in time, growth will be allocated in a similar manner until Probation reaches a desired share. Thereafter, growth will be provided on a proportional basis and become the annual adjusted base. If there is a decline in funding (negative growth), this will be allocated proportionally using the current year adjusted base allocation ratios.

### Minimum Fund Balance Policies

- Sonoma County will create and maintain a prudent level of financial resources to protect against the need to reduce service levels or raise taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. Funds will be assigned and balances will be maintained to finance anticipated future one-time expenditure needs and to allow time for the County to respond to major actions of the State of California that materially affect the County's financial position. Periodic review and updates of the County's Directory of Funds balances in excess of \$3 million, not including non-cash assets, as of prior fiscal year end, will be incorporated as part of the Board of Supervisors Budget Policy Workshop. Also, disposition of accumulated year-end fund balances will occur when there has been no activity in the past year and the County Administrator and Auditor-Controller-Treasurer-Tax Collector have identified them as no longer needed for their original purpose.

**General Fund Reserve** – The Board will maintain a minimum level of unassigned General Fund Reserve balance equal to 1/12 (8.3%) or 1 month of annual General Fund operating revenues. Also, to allow for transition to the possibility of lower revenue base and allow the County to adjust spending in response to economic downturns and State revenue takeaways, consistent with best practice recommendations from the Government Finance Officers Association of the United States and Canada, the County will strive to maintain a total unassigned General Fund Reserve balance equal to 1/6 or 2 months of annual General Fund operating revenues.

- **Replenishing General Fund Reserve**- Anytime the Board authorizes strategic drawdown of Reserves, staff will present a 3 year re-payment plan, which is to include state/federal reimbursement for costs that the reserves have financed to respond to declared disasters.
- **Fund balance**, created as a result of actual revenue and expenditure deviations from the budget, will be used to achieve and maintain the County’s reserve goals and to balance the next year’s budget. Reliance upon fund balance for budget balancing will be managed judiciously, taking into account its volatility and past actual activity.
- **Tax Loss Reserve Fund (TLRF)** shall maintain as a restricted reserve an amount equal to 2% of the levy. The County Administrator in conjunction with the Auditor-Controller-Treasurer-Tax Collector may recommend the use of funds in excess of the established reserve to the Board of Supervisors for the purpose of balancing the budget. In order to finance an additional one-time Roads Pavement preservation investment on November 3, 2015, the Board temporarily reduced the reserve target to 1.25% and will re-establish the 2% reserve from the future collection of penalties.
- **Tobacco Securitization** proceeds shall be maintained in two separate funds. The first shall contain the portion of the proceeds to be used only for capital improvements and shall be used for those improvements that exceed the normal level of repair and replacement needed to maintain County facilities with priority funding for improvements to the Veteran’s Memorial Buildings and the completion of the Americans with Disabilities Act Transition projects. On the latter, funding will be available only AFTER all other funding sources have been exhausted. The second shall contain the portion of the proceeds that, once de-allocated, can be used for general government purposes. Given the one-time nature of these funds, the latter shall only be used for one-time investments as opposed to financing any on-going operating costs.
- **Refuse Franchise Fees** shall be accounted for in the same manner as other franchise fees in the County General Fund revenues. They shall be recorded in a separate account in order to ensure that any fund balance does not roll into County General Fund carryover balance at year-end so that the County can designate use of the funds for solid waste obligations, roads infrastructure preservation, and other Board of Supervisors priorities. If used for road infrastructure preservation, these funds are not intended to supplant on-going County General Fund contributions nor are they intended to increase any external maintenance of effort requirements imposed by outside funding sources, but may be used to satisfy previously established maintenance of effort levels.
- **Tribal Development Impact Mitigation** funds shall be accounted for separately, so that when budgeting, only those monies received in the current year shall be relied upon for financing costs in the coming budget. The Board of Supervisors shall make a determination, as new tribal developments occur, on the best uses of these funds to mitigate impacts and maintain the high quality of life in surrounding or affected communities.
- **Health Services-Medical System Expansion** funds minimum reserve level is established at \$1 million. The Board of Supervisors recognized and confirmed the remainder of the fund balance will be spent in accordance with the Partnership Health Plan of California Memorandum of Understanding spending plan agreement. Health Services staff will coordinate with the County Administrator’s Office and the Partnership Health Plan to review and update the spending plan as a part of the annual budget.
- **County Health Plan-Economic Uncertainty Reserve** is established based on actuarial valuation to cover unforeseen changes in expenditures and/or revenues, Human Resources staff will provide fund balance use recommendations as part of the annual recommended budget while maintaining a minimum level of economic uncertainty reserve consistent with Actuary’s valuation and as recommended by the County Administrator.

- **Water Agency - Flood Zone 2A** (Petaluma) will maintain a minimum of 6 months of operating expenditures. Funds in excess of the minimum required may accumulate to address future capital needs as approved by the Board of Directors in the annual Capital Project Plan.
- **Water Agency - Water Transmission System** is to maintain a minimum of 3-4 months of operating expenditures. Funds in excess of the minimum required may accumulate to address future capital needs as approved by the Board of Directors in the annual Capital Project Plan.
- **Reinvest and Revitalization** funds accumulated from dissolved redevelopment project areas residual funds and asset liquidation distribution proceeds are segregated into a separate committed fund for specific investment purposes guided by the Reinvest & Revitalization Funds Use Policy pending approval. Accumulated use of resources will be presented as part of the annual recommended budget. Funding should be considered first to continue or complete the public benefit originally intended by the former redevelopment project, second to benefit the community where the former project area was located, and third for economic development investments.
- **Roads** – One of the program’s main sources of funding for maintenance services comes from gas tax. As a result of the frequent state formula allocation changes over the last five years, and to protect the County’s General Fund resources, an operating reserve by way of year-end unrestricted fund balance equivalent to a minimum of 3 to 4 months of baseline operating expenses will be maintained within the Roads special revenue fund. The amount for FY 2014-15 was established at \$5,000,000 which will be reviewed periodically against annual baseline operating budget.
- **Public Safety Realignment Local Innovation** - The 2011 Public Safety Realignment statute requires the County to establish a Local Innovation subaccount, funded with 10% of growth revenue received for Trial Court Security, Community Corrections, Juvenile Justice, District Attorney and Public Defender special growth accounts. The statute gives the authority to the Board of Supervisors to determine expenditure priorities for these funds, and the funded activities must be consistent with the special growth accounts that fund the Local Innovation Subaccount. Recommendations for uses will developed by a committee with one representative from each of the four contributing areas (Trial Court Security, Community Corrections, District Attorney/Public Defender, and Juvenile Justice). Use of funds may include pilot programs, matching funds for grants, or to develop grant applications for additional funding within the approved program areas. Ongoing administration of these funds is to be managed by Probation staff.

## GOVERNMENT ACCOUNTING STANDARDS

### Fund Balance Classifications

Government Accounting Standards Board (GASB) Statement #54 was issued to improve the usefulness and understandability of governmental fund balance information. The statement provides more clearly defined categories to make the nature and extent of the constraints placed on a government’s fund balance more transparent. The statement only impacts governmental fund types (General, Special Revenue, Capital Projects and Debt Service). The following more clearly defines the new fund balance classifications and examples of fund balance amounts that would generally be reported within these classifications.

- **Non-Spendable Fund Balance** – amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact. Examples include inventory, prepaid amounts, long-term accounts receivable, and any other amounts that are not expected to be converted to cash.
- **Restricted Fund Balance** – amounts are restricted by external parties (i.e. creditors, grantors, contributors or laws/regulations of other governments) or restricted by law through constitutional provisions or enabling legislation. The majority of the County’s Special Revenue Funds (i.e. Health & Human Services, Child Support Services, Road Fund, etc.) and Debt Service Funds have restricted fund balances.
- **Committed Fund Balance** – amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision making authority. An example of committed fund balance is the Board of Supervisors’ commitment to use **67% of the first 9%** of Transient Occupancy Tax (TOT) revenues to provide funding to promote County economic development and tourism.
- **Assigned Fund Balance** – amounts constrained by the government’s intent to be used for specific purposes that are neither restricted nor committed. Assigned fund balance can also be used to eliminate the projected

budgetary deficit in the subsequent year’s budget. The intent can be expressed by a) the governing body itself or b) a body or official to which the governing body has delegated the authority. General Fund carryover fund balance, Accumulated Capital Outlay (ACO) funds, and Capital Project Funds are examples of balances that can be assigned for specific purposes.

- **Unassigned Fund Balance** – a residual classification for the General Fund. The total fund balance, less restricted, committed or assigned funds, equals unassigned fund balance. The general fund is the only fund that should report a positive unassigned fund balance amount. A negative fund balance is possible in other governmental funds. Examples of unassigned fund balance include the general reserve fund and other discretionary general fund economic uncertainty funds.

**Asset Inventory/Protection**

Sonoma County will regularly assess the condition of its assets that support delivery of County services (i.e. public facilities, infrastructure, technology, vehicle fleet, etc.) and plan for their maintenance and eventual replacement.

- Assets with an initial cost of more than \$5,000 to \$100,000 will be capitalized as summarized in the table below:

Capital Asset Type	Capitalization Threshold	Depreciation/Amortization Period
Land	All Costs	Non-Depreciable
Buildings	\$25,000	50 Years
Building Improvements	\$25,000	50 Years
Infrastructure	\$100,000	30-50 Years
Software	\$100,000	7 Years
Non-Amortizable Intangibles	\$5,000	Non-Amortizable
Machinery and Equipment	\$5,000	5 Years

- Capital assets are recorded at historical cost or at estimated historical cost if actual historical cost is not available. Capital assets used in operations will be depreciated or amortized using the straight-line method over the lesser of the capital lease period or their estimated useful lives.
- The Board of Supervisors requires all departments to certify a detailed listing of all fixed asset inventory within their possession no later than December 15 of every other year.
- Capital replacement funds will be used to accumulate financial resources for future replacement of assets that will be retired from service. In addition, when feasible, replacement funding contributions will be included in applicable service charges from all system users. Specifically, the policy covers the following major system categories:
  - Building & Fixed Facilities - As part of the annual Capital Project Plan and no less than every 5 years, and guided by Comprehensive County Facilities Plan, the General Services Director will regularly assess and adjust funding requests for each facility. The funding contributions would be placed in separate funds for each set of facilities and managed by the assigned department or agency director in conjunction with the County Administrator. Contributions for these funds will be included in service charge rates (including outside partner agencies) and grant costs where feasible and would be prioritized for available discretionary funding in the annual budget process. Consideration will always be given to annual operational maintenance funding (as opposed to contributions for future major repairs) necessary to preserve health and safety and overall asset life. Project funding recommendations will follow the priority criteria in the current Administrative Policy 5-2 which includes:
    - a. Required to meet compelling health, safety, legal or code compliance, a mandate of the Board of Supervisors, or a court order.
    - b. Previously approved phases of a project, which are integral to completing its initial scope.
    - c. Required to keep an existing building, facility, or complex operational. Provides measurable economic benefit or avoids economic loss to the County. Serves to maintain or improve infrastructure of the County as a general benefit to County operations and services.
    - d. Alleviates constraints and impediments to effective public access and service such as improvements regarding space limitations or inefficient layout of space in County buildings or facilities, provisions



- for expanded or changed programs or services, or improvements to heating, ventilation or other work environment conditions.
- e. Improves the environmental quality or aesthetics of County facilities and complexes.
- Information Technology Assets
- a. The policy directs the Director of Information Systems in conjunction with the County Administrator's office to develop a plan to replace system components with the infrastructure contribution funding stream and potential one-time contributions within the remaining useful life of each component. The policy also directs a full infrastructure valuation of the computer and telephone communication systems every 5 years.
  - b. The Public Safety radio infrastructure replacement review and funding request is the responsibility of the Sheriff's Office in conjunction with General Services, Information Systems, and the County Administrator.

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## OTHER POLICIES AND METHODOLOGIES

Other policies and methodologies that may be helpful for understanding the County's budget:

### Budgetary Amendments

After the budget is adopted it becomes necessary to amend the budget from time to time. Department heads have the authority to amend budgets for changes within a category (e.g., Services & Supplies). County Administrator approval is required for adjustments between categories (e.g., Services & Supplies to Fixed Assets) or between program budgets within the department.

Budgetary amendments that change total revenues or appropriations for a department require Board of Supervisors approval. These include: (1) the appropriation of revenues not included in the adopted budget; (2) reductions to estimated revenues and related appropriations when it is determined that the revenues will not be received; (3) appropriation increases supported by use of available fund balance or Appropriations for Contingencies; and (4) the transfer of monies or appropriations from one fund or department to another.

### Use of General Fund Contingencies

The County will commit a portion of the General Fund general purpose revenues as a Contingency Reserve to provide the Board of Supervisors: (1) for unforeseen events causing increased County costs during the fiscal year; (2) funding to invest one-time funds into potential opportunities that support the Board's Strategic Priorities; and (3) fee waivers. The Contingency Reserve should not be used to support recurring operating expenditures outside of the current fiscal year. Unless there is a justified unavoidable timing need, any decision to use Contingencies should only occur at the Board's annual budget hearing, and during mid-year budget updates

### The Accounting Basis Used in the Budget

The budget is developed on a modified accrual basis for governmental fund types (General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds), adjusted for encumbrance accounting. Appropriations for encumbrances are included and appropriations for expenditures against prior year encumbrances are excluded.

Under the modified accrual basis, obligations are generally budgeted as expenses when incurred, while revenues are recognized when they become both measurable and available to finance current year obligations. Proprietary fund types (e.g., Transit and Refuse) are budgeted on a full accrual basis. Not only are obligations recognized when incurred, but revenues are also recognized when they are incurred or owed to the County.

The government-wide, proprietary and investment trust fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned

and expenses are recorded when liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the County gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales taxes, grants, entitlements, and donations. On an accrual basis, revenues from property tax are recognized in the year for which the taxes are levied. Revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

For business-type activities and enterprise funds, the County has elected under GASB Statement No. 20, Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Property Fund Accounting, to apply applicable GASB pronouncements as well as any applicable pronouncements of the Financial Accounting Standards Board, the Accounting Principles Board or any Accounting Research Bulletins issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements.

### Fund Types Used by the County

#### Governmental Fund Types:

- **General Fund:** The General Fund is the general operating fund of the County. All financial resources except for those required to be accounted for in other funds are included in the General Fund.
- **Special Revenue Funds:** Special Revenue Funds account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. Sonoma County Special Revenue Funds include: Advertising, Fish & Wildlife, Road, Health Services, State Realignment, and various other restricted and committed funds.
- **Debt Service Funds:** Debt Service Funds are used to account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.
- **Capital Projects Funds:** Capital Projects Funds account for financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets (other than those in Proprietary Fund Types).

#### Proprietary Fund Types

- **Enterprise Funds:** Enterprise Funds account for operations: (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the Board is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis are financed primarily through user charges; or (b) where the Board has decided that periodic determination of revenues earned, expenses incurred, and net income or loss is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

#### Internal Service Funds

- **Internal Service Funds:** Internal Service Funds (ISF) account for the financing of goods or services provided by one department or agency to other departments or agencies of the County or other governmental units on a cost reimbursement basis. A common use of these fund types is to account for the County's self-insurance programs. The following describes the funding and budgeting methodologies the County uses for some of the self-insurance programs.

The funding methodology for the workers' compensation and the liability insurance programs is designed to establish charges to departments to finance the current year costs at the 70% confidence level as estimated annually by an actuary. The Health ISF (county medical insurance plan) is funded based on actuarially determined trends in claims payments with the intent of maintaining a year-end fund balance equivalent to anticipated costs necessary to close out each year's activity and to cover expenses in excess of projected levels due to unexpected increases in the number or size of claims. For workers' compensation and liability insurance programs, cash reserves above and below the 70% confidence levels for outstanding liabilities for individual insurance funds are amortized on a rolling three-year basis, by decreasing or increasing rates by one-third of the difference, in accordance with Board policy. The rolling three-year amortization policy was implemented to: 1) alleviate large fluctuations in rates caused by changes in actuarial estimates or funding status; 2) facilitate long-term rate planning; and 3) provide consistent financial policy for the internal service funds.

For budgeting purposes, claims expense for the workers' compensation and liability funds are based on the actuary's estimated loss for the budget year at the 70% confidence level. In situations where this is not expected to provide sufficient appropriations to cover actual cash payments, additional funds are budgeted under Excess Claims Expense. Claims expense for the Health ISF is based on the actuary's estimated loss for the budget year.

At the time the budget is prepared, the total year-end outstanding liability for the budget year is not known. When this information becomes available from the actuary during the budget year, the change in the total outstanding liability is recorded to the budgeted sub-object Accrued Benefit Adjustment in order to conform to accounting principles. This budgetary figure is used merely to designate cash reserves to cover the outstanding liability and does not represent a cash revenue or expenditure. The Accrued Benefit Adjustment for liability and workers' compensation is budgeted at 10% of the total liability. The accrued benefit adjustment for the County Health Plan is budgeted using the most recent 1-year trend and 10% of the total liability. The total liability is based on the prior year estimate of total liability projected forward using the most recent claims expense trend.

Within the ISF insurance funds, the budgetary information presented is not readily comparable on a year-to-year basis because expenditures and use of cash reserves are related to past years' claims experience, as well as the fiscal year for which the budget is presented. Claims payments fluctuate depending on year of settlement, rather than occurrence of the claim, so payments may be made in excess of a current year's expected claims costs. In addition, actuarial estimates of total liability may vary substantially from year to year, depending on claims history, population changes, legislation, and other factors.



County of Sonoma  
State of California

Date: March 20, 2018

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

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



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing budgetary adjustments to the 2017-2018 Final Budget to increase Disaster Response and Recovery Fund appropriations in the amount of \$9,500,000 financed by Undesignated General Fund Reserve.**

**Whereas**, the Board of Supervisors has adopted a Final Budget which includes Appropriations for the Disaster Response and Recovery Fund, and

**Whereas**, the Government Code allows for adjustments to the Final Budget during the 2017-2018 Fiscal Year.

**Now, Therefore, Be It Resolved** that the County Auditor-Controller is hereby authorized and directed to make all necessary operating transfers, fund balance transactions, and the following budgetary adjustments:

**Financing Uses:**

DR – OCTOBER FIRES 17-18 (10135): DR – October Fires 17-18  
(16021500), Special Departmental Expense (51507) \$9,500,000

**Financing Sources:**

DR – OCTOBER FIRES 17-18 (10135): DR – October Fires 17-18  
(16021500), Federal FEMA Disaster Funding (42441) \$9,500,000

**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: 33**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors and Board of Commissioners

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Sonoma County Community Development Commission; Sonoma County Board of Supervisors

**Staff Name and Phone Number:**

Benjamin Wickham, (707) 565-7542

**Supervisorial District(s):**

Supervisor Hopkins

**Title:** Approval of Developer Selection Recommendation for West College Property

### Recommended Actions:

1. Board of Commissioners: Authorize the Community Development Commission (Commission) to enter into a Purchase and Sale Agreement for \$4.2 million which will include escrow instructions for 2150 West College ("Property") with USA Properties Fund, Inc., (USA Properties) under the following terms:
  - a. An initial non-refundable deposit of \$150,000 will be made into escrow at the time of execution of a Purchase and Sale Agreement.
  - b. An additional non-refundable deposit of \$150,000 will be made into escrow at the completion of a 60- to 90-day due diligence period.
  - c. Close of Escrow will occur within 10 days following the completion of the entitlement process and expiration of associated appeal periods.
2. Board of Supervisors: Approve continued maintenance of the County's \$4.2 million Treasury note originally used to purchase the West College parcel and direct that all sale proceeds resulting from this agreement be utilized by the Commission to create additional affordable housing units.

### Executive Summary:

This Board item requests approval of staff's recommendation for the developer for the West College property and facilitates an experienced private-sector firm to build a mixed-income housing community on an accelerated timeline. The Commission engaged in a comprehensive and competitive process, which resulted in a group of well-designed and thoughtful development proposals. The Commission recommends the USA Properties proposal, as it best meets the Commission's stated goals for this project. The Commission issued a Notice of Intent to Award on February 20, 2018 indicating its intent to recommend USA Properties as the developer for this project. A protest to this Notice of Intent to Award was received and has been handled according to the protocols established by the Commission.

**Discussion:**

**Background:** The property located at 2150 West College Ave in Santa Rosa has long been earmarked for development of rental housing, and the October 2017 firestorms added new urgency to the housing production agenda. Having completed the acquisition of the site from the Water Agency in 2017 with the approval of the Board of Supervisors and Commissioners, the Commission issued a Request for Proposals (RFP) on November 14, 2017 seeking housing development proposals that could be executed relatively quickly, and generate some homes affordable to low-and moderate-income households.

Nine development proposals were received by the closing date of the RFP, and a selection committee (comprised of a representative from the City of Santa Rosa, a community member, and key employees of the County and the Commission) reviewed and scored the nine proposals. All proposals suggested rental housing, with various approaches to affordability, timing, construction techniques, design, etc. The Committee unanimously approved the top three finalists, which were then interviewed by a smaller panel. The proposers are listed below in the order they were ranked by the RFP committee.

1. **EAH Housing**
2. **USA Properties Fund, Inc.**
3. **OSL Properties, LLC**
4. Danco Communities
5. Reliant Group Management, LLC
6. Mid Pen Housing / Urban Mix Development
7. Capital Valley Investments
8. DM Development
9. Bay Area Home Options

The RFP selection committee unanimously agreed on the three finalists (*see table below for West College RFP Finalist Comparison*); subsequently, a smaller interview panel selected the most qualified partner, with proven organizational and financial capacity to undertake the accelerated development of the 2150 West College Avenue site: USA Properties.

Developer	EAH	USA	OSL
<b>Total Proposed Units</b>	170	144	120
<b>Total Per Unit Development Cost</b>	\$287,000	\$277,000	\$400,000
<b>Cost to CDC per affordable (50%-60%) unit</b>	\$123,529	\$0	\$0
<b>Return to CDC</b>	0	\$4.2 M	\$4.5 M
<b>Affordable Units (50-60%)</b>	34	29	24

### **Key Considerations in recommendation:**

The West College RFP emphasized developer qualifications above any other factor. The number of affordable units, level of affordability, cost per unit, and cash return to the Commission were also considered. The RFP Committee and the Interview Panel weighed all of these factors in reaching a conclusion.

**USA Properties** has constructed and developed five projects for a total of 414 units in the City of Santa Rosa and has a solid track record that demonstrates its commitment to high-quality sustainable design and management. USA Properties has a particular strength in seamlessly integrating market-rate housing with affordable housing. Key factors from the RFP in choosing to recommend USA Properties include:

1. Higher number of proposed **total units (144)**, based on specific design features included in its proposal.
2. Higher number of **affordable units (29 units)** targeted for households earning 50% of AMI or below.
3. A relatively **low per-unit development cost (\$277,000)**, indicating an efficient, streamlined approach. This per-unit cost that is below other proposers' will naturally allow rents on the unrestricted market-rate apartments to remain lower than the other proposals reviewed.
4. The depth of **development experience** in California, including multiple successful projects in Sonoma County, presented by the USA team during the proposal and interview period established a high level of confidence on the part of the RFP panel that USA Properties has the capacity to deliver a high quality outcome.
5. The depth of in-house **property management experience**, provided by USA Property Management, a division of USA Properties, also instilled confidence that the property will be sustainably managed and well maintained for years to come.
6. USA Properties provided sufficiently **detailed financial information** and banking references to demonstrate a strong financial and organizational capacity which puts this firm in an excellent position to complete the project as envisioned.
7. USA Properties proposes to finance the project with **conventional debt and equity**, and does not intend to seek low-income housing tax credits or local or competitive funding that might delay the development timeline.
8. USA Properties shared the results of an extensive **preliminary due diligence** process as part of its proposal and interview.
9. The firm clearly demonstrated understanding and support of the County's commitment to an open **public engagement process** during design and planning, and is fully prepared to hold community meetings in collaboration with the Commission.
10. USA Properties will **compensate the Commission \$4.2 million**. And while this was not sought explicitly in the RFP issued by the Commission, the ability to recapture and recycle highly scarce development funds was attractive.

The two other finalist firms were EAH Housing and OSL Properties. While both of these proposals were attractive, they were judged inferior to the proposal submitted by USA Properties.

**EAH Housing** is a high-quality non-profit developer with an excellent track record throughout the Bay Area, including in Sonoma County. EAH proposed using modular construction and delivering greater levels of affordability, primarily by assuming that the value of the land would effectively be contributed to the project by the Commission. [170 total units proposed, 20% affordable to low- and very-low income households] This firm did not propose seeking other competitive resources, such as tax credits.

**OSL Properties** is a well-known local development firm, responsible for the high-quality Oakmont Senior Living properties. OSL is also the firm selected by the Board in 2017 for the development of the Chanate property, and thus its capacity is well-established. And while OSL does demonstrate strong knowledge of local development processes and a long-standing a commitment to Sonoma County, its proposal included only cursory due diligence about the particular property and few specifics about team members that would be dedicated to the project, or about property management and community engagement. Burbank Housing was presented as a team member to assist with the affordable aspects, but without detail about roles and responsibilities. Importantly, OSL did propose to fully compensate the Commission, and further augmented its offer for any additional units that could be achieved were the City of Santa Rosa to provide a variance for a creek set-back that would facilitate the building of additional units. That contingency, while attractive, is speculative.

#### ***County and Commission Financing***

The Commission purchased the property from the Water Agency in 2017 utilizing a County-Treasurer-facilitated financing arrangement. The purchase price of \$4.2 million was financed by the County, which sold the underlying promissory note to the Treasury pool. Debt service on the note will be derived from five annual payments of \$900,000, sourced from the County Fund for Housing.

As authorized in the 2017 Board Action, the County and the Treasurer will annually review the note beginning in June, 2018, and the County will seek approval from the Board of Supervisors to issue a new note, subject to the consent of the Treasurer, at the then-reduced principal until the amount borrowed is fully paid off. If the County is unwilling or unable to issue new debt, or if the Treasury is unwilling to purchase the re-issued debt, the County will nonetheless be responsible repayment of the note, and the Commission will remain obligated to repay the County for said payment.

With the current Board item, the Commission requests maintenance of that debt service arrangement, and requests that the County continue to facilitate this arrangement for the original five years, which will enable the Commission to re-program funds derived from the sale of the Property into another development project. And such re-programming would naturally require normal due diligence by the Commission, and authorization by the Board of Supervisors/Commissioners.

***Action Requested:*** The Commission seeks Board authorization to execute a Purchase and Sale Agreement with USA Properties for development of the 2150 West College property, according to the terms outlined above. Following a standard due diligence period, USA Properties will work to complete the entitlement process promptly. After the project is entitled by the City of Santa Rosa, escrow will close and the Commission will transfer ownership to USA Properties for the total purchase price of \$4.2 million.



<b>Prior Board Actions:</b>	
<p>06/20/2017: Authorize a resolution approving the issuance of a one-year note for \$4.2 million to purchase the 2150 West College Avenue property; authorize the Executive Director of the Development Commission to issue a Request for Proposal for the development of mixed-income rental housing on the property once purchased.</p> <p>5/23/17: Approval of County Fund for Housing policy change.</p> <p>2/9/16: Reject All Bids for Purchase of 2150 West College Avenue</p> <p>11/17/15: 15-0469 Resolution rescinding December 4 bid date and setting January 26, 2016 for receipt of bids for public sale.</p> <p>10/20/15: 15-0423 Resolution rescinding October 27 bid date and setting December 4, 2015 for receipt of bids for public sale.</p> <p>07/28/15: 15-0307 Resolution rescinding August 11 bid date and setting October 27, 2015 for receipt of bids for public sale.</p> <p>06/09/15: 15-0231 Resolution setting August 11, 2015 for receipt of bids for public sale.</p> <p>03/18/14: 14-0093 Resolution declaring the 2150 West College Avenue property as surplus.</p>	
<b>Strategic Plan Alignment</b>	<b>Goal 1: Safe, Healthy, and Caring Community</b>
<p>The project supports a safe and healthy community by creating the opportunity for the development of housing for various income levels. It also supports economic stewardship and investment in the future by facilitating the creation of new housing units for our workforce and for vulnerable populations after the devastation of 5000 housing units throughout the County.</p>	

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses		4,200,000	
Additional Appropriation Requested			
<b>Total Expenditures</b>		<b>4,200,000</b>	
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other		4,200,000	
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>		<b>4,200,000</b>	
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>No fiscal impacts are expected for FY 17-18. The total purchase price of \$4.2 million from the sale of the 2150 West College parcel will be received and title will convey to the developer in FY 18-19 at the close of escrow. The CDC will include the fiscal impact of this transaction in its FY18-19 Requested Budget. The County will continue to hold the \$4.2 million note, and the Commission will continue to service that debt to the County with an annual payment of approximately \$900,000 from the County Fund for Housing.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
There are no staff impacts due to this board item.			
<b>Attachments:</b>			
1. PowerPoint presentation of USA Properties Fund proposal			
<b>Related Items "On File" with the Clerk of the Board:</b>			

# **Sonoma County Community Development Commission**

## **Making Housing For All A Reality**

**March 20, 2018**

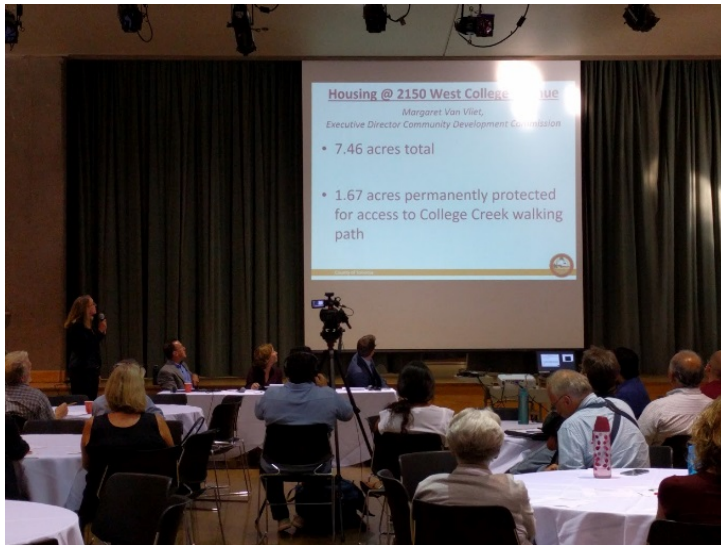


# 2150 West College Avenue

- **7.46 acres total**
- **1.67 acres permanently protected for access to College Creek walking path**
- **5.79 acres available for development**

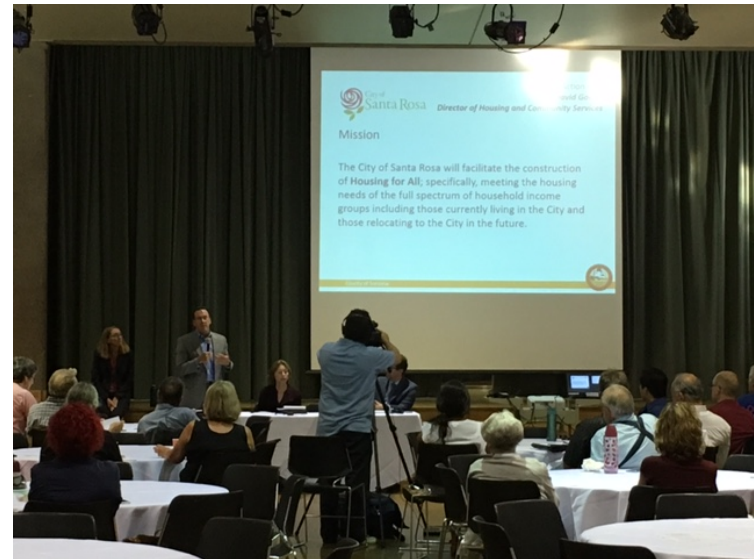


# Community Engagement



# Planning

The Commission worked with the City of Santa Rosa and the community to develop an RFP to create a vibrant, mixed-income community while preserving open space.



# USA Properties Answers

- Proposal includes a blend of USA's resources and reputation in collaboration with local and regional experience, in a creative housing concept that includes 144 apartment homes.
  - 29 apartment homes will be affordable to families earning no more than \$52,000 a year.



# USA Proposal Stands Out

- Efficient per-unit development cost
- High number of proposed total units & affordable units
- Performed extensive preliminary due diligence
- Support for an open public engagement process & collaboration with the County





# USA Meets Objectives

- Demonstrated Financial Capacity
- Strong Development Experience
- In-house Property Management
- Affordability with no outside subsidy
- Consistency with General Plan and Development Code
- Efficiency of Project Timeline



# USA Development Experience

- USA Multifamily Development, Inc.
  - Entitled five projects in Santa Rosa totaling 414 units
  - Entitled seven projects in Sonoma County totaling 722 units
- USA Construction Management, Inc.
  - General Contractor on USA projects
    - Completed construction or rehabilitation on +12,000 units
    - Established relationships with local subcontractors



# USA Locally

- USA has been a long term trusted community partner in Santa Rosa since 1998 with 446 units in six communities
- USA was here to help the community
  - Partnered with Life STEPS to deliver supplies
  - Partnered with Lombardi Electric to provide temporary power that enabled placement of recreation vehicles for displaced residents



# Design Vision



# Site Plan



# College Creek walking path preserved



# Current View of Property



# Questions







## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 37**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Ken Tam 565-3348

**Supervisorial District(s):**

First and Second

**Title:** Bay Trail – Sears Point Connector Feasibility Study

### **Recommended Actions:**

Request comments from the Board on the Draft Bay Trail – Sears Point Connector Feasibility Study. Approve resolution accepting the findings and recommendations as contained in the Draft Bay Trail – Sears Point Connector Feasibility Study.

### **Executive Summary:**

Regional Parks was awarded \$100,000 from the Association of Bay Area Governments (ABAG) to complete a feasibility study for a 0.8 mile Bay Trail gap near Sears Point. The trail gap is part of a larger project that consists of a 500-mile regional hiking and bicycling trail around the perimeter of San Francisco and San Pablo Bays. A feasibility study is needed to identify opportunities, challenges, and evaluate trail alignment options located within an environmentally sensitive area.

The scope of the feasibility study included preliminary design and engineering, cost estimates, and meeting and soliciting input from the general public and stakeholders such as regulatory agencies. The findings and recommendations of the Draft Bay Trail – Sears Point Connector Feasibility Study is included in the Board report and has been previously presented and distributed to the stakeholders.

Comments from the Board, stakeholders, and the general public will be reviewed and addressed in the Final Bay Trail – Sears Point Connector Feasibility Study. Final Study will be used as a reference and resource to provide guidance on the development of the 0.8 mile Bay Trail gap. Regional Parks requests that the Board of Supervisors accepts the findings and recommendations as contained in the Study to meet grant obligations and to receive final grant reimbursement.

### **Discussion:**

The Bay Trail Plan (Plan) for the San Francisco Bay Trail envisions a 500-mile regional hiking and bicycling trail around the perimeter of San Francisco and San Pablo Bays. The Plan was adopted by the Association of Bay Area Governments (ABAG) in 1989. The Plan includes a conceptual trail alignment

and policies to guide the development of the Bay Trail extending through the shorelines of nine Bay Area counties and 47 cities. The Bay Trail will provide connections to existing park and recreation facilities, create links to existing and proposed transportation facilities.

The proposed Bay Trail alignment within Sonoma County was further studied in the Sonoma County Bay Trail Corridor Plan which was completed in December 2005. Specific Bay Trail alignments recommended in the Corridor Plan would later be included in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan. The Corridor Plan identified 29 total miles of the Bay Trail proposed for Sonoma County and areas where additional trail gap analyses would be needed. Thus far, 13.6 miles of the 29 miles have been constructed in Sonoma County. Please see attached location map titled "State Route 37 Improvement Plan Existing and Planned Bay Trail" for completed and planned sections of the Bay Trail.

One of the trail gaps include the 0.8 mile Bay Trail section near Sears Point between the existing Sonoma Land Trust's trail (also known as the Eliot Trail) and the existing Tolay Creek/Lower Tubbs Trailhead parking lot near Highway 37. The trail gap is bordered by Sonoma Marin Area Rail Transit railroad tracks on the west, Highway 37 on the north, Vallejo Flood and Wastewater District property on the east which includes an existing segment of the Bay Trail, and US Fish and Wildlife Service property on the south. Furthermore, the project area is subject to future sea level rise and in the vicinity of an environmentally sensitive area that includes the San Pablo Bay National Wildlife Refuge. A feasibility study is needed to identify opportunities, challenges, and evaluate engineering design options to bridge the trail gap between two existing segments of the Bay Trail.

The Bay Trail Project is administered by the Association of Bay Area Governments (ABAG). ABAG awards grant funds to plan and develop segments of the Bay Trail. In January 2016, the Board accepted the \$100,000 ABAG grant award to fund the feasibility study for the Bay Trail Sears Point Connector. A total of \$25,000 in Park Mitigation Fees were used to match the ABAG grant award for a grand total of \$125,000 to prepare the feasibility study. Regional Parks solicited consultant proposals before hiring the consulting firm, Questa Engineering, Inc., to prepare the feasibility study.

The work for the Bay Trail feasibility study included but not limited to evaluating existing site conditions, researching property and environmental data, reviewing existing literature and reports pertinent to the study area including the Draft State Route 37 Transportation and Sea Level Rise Corridor Improvement Plan (September 2017), preliminary design and engineering, and cost estimates. Input on the feasibility study was solicited from two stakeholder meetings on February 24 and November 17, 2017 and one community meeting on August 30, 2017. A partial list of stakeholder participants included representatives from Caltrans District 4, Sonoma Marin Area Rail Transit, US Fish and Wildlife Service, State Fish and Wildlife Service, State Lands Commission, ABAG, Sonoma County Transportation Authority, Vallejo Flood and Wastewater District, Sonoma Raceway, and Sonoma Land Trust.

The findings and recommendations of the Draft Bay Trail – Sears Point Connector Feasibility Study are presented to the Board of Supervisors for discussion. The draft feasibility study identifies four trail options as shown on the attached map and listed as follows:

- 1) Option 1A-D is 8,200 linear feet
- 2) Option 2 is 6,800 linear feet

- 3) Option 3 is 6,900 linear feet
- 4) Option 4 is 8,600 linear feet

All four trail options have varying degrees of opportunities, challenges, benefits, and environmental impacts. Trail Option 1A-D provides the most direct connection; however, the trail user experience is diminished by road noise and vehicle traffic because the trail is located adjacent to Highway 37. Trail Options 2, 3, and 4 have varying setback distances from Highway 37 and provides a more scenic and tranquil trail experience; however, the trail locations would encroach into the San Pablo Bay Wildlife Refuge and would require habitat mitigation. Trail construction materials considered for the trail options include buttress fill on the south side of Highway 37, elevated fiberglass boardwalk on helical piers, floating aluminum boardwalk that would rise with sea level, elevated berm with boardwalk, fiberglass bridge, and engineering fill such as geofoam core. The estimated development costs for the trail options as a stand-alone project range from \$9.3 million to \$13.6 million.

Instead of recommending one of the four trail options as the preferred trail alignment, staff recommends prioritizing the project based on opportunities when one of the trail options can be integrated and developed as part of a larger habitat restoration or transportation improvement project such as the completed Cullinan Ranch Restoration project and the proposed near-term and long term improvements on Highway 37 to address road flooding and sea level rise. The Highway 37 project presents an opportunity to construct a segment of the Bay Trail within Caltrans right of way and to improve pedestrian and bicycle access along the Highway 37 corridor. Regional Parks has submitted a response letter to the State Route 37 Policy Committee who is overseeing the joint County efforts in improving Highway 37.

Comments from the Board, stakeholders, and general public will be reviewed and addressed for the Final Bay Trail – Sears Point Connector Feasibility Study. Digital copies of the final feasibility study will be provided to the stakeholders and posted on Regional Parks Department web page for download.

Accepting the Study’s findings and recommendations is the final step needed to complete the scope of work described in our grant funding agreement. Regional Parks’ requests that the Board of Supervisors approves the resolution accepting the findings and recommendations as contained in the Draft Bay Trail – Sears Point Connector Feasibility Study to meet grant obligations and to receive final grant reimbursement.

**Prior Board Actions:**

January 12, 2016, by Resolution No. 16-0023, approved a planning grant agreement between the Association of Bay Area Governments and the County of Sonoma to receive funding for the Bay Trail – Sears Point Connector Feasibility Study.  
 March 17, 2015, Board received the County of Sonoma Capital Project Plan 2015 – 2020, including subject property.

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

This project supports planning for a non-motorized transportation and recreation facility while protecting natural resources to support a thriving economy.

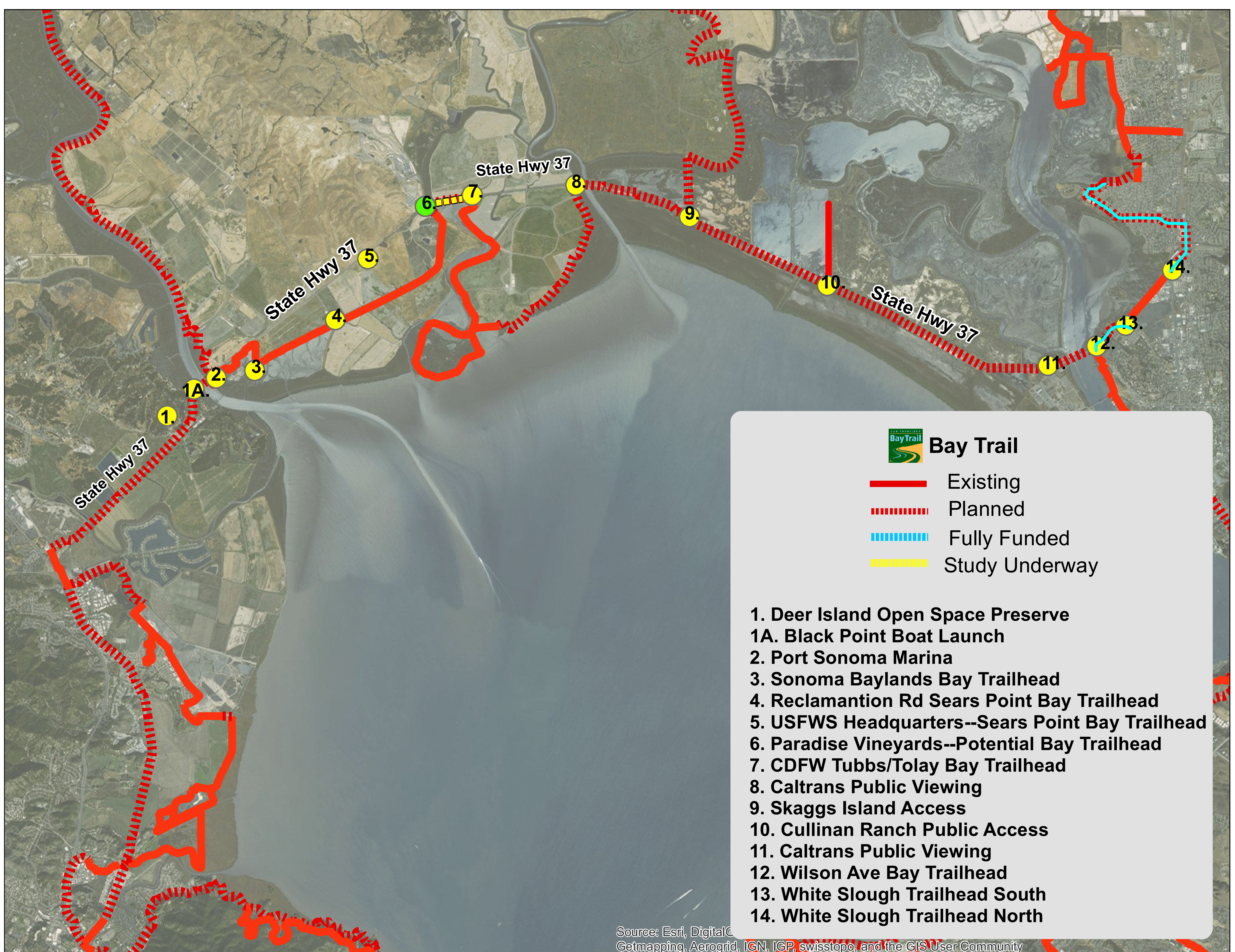
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
Total cost of the feasibility study is \$125,000 which was previously budgeted. There is no cost associated with this item.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1) State Route 37 Improvement Plan Existing and Planned Bay Trail Map 2) Trail Options Map 3) PowerPoint Presentation 4) Resolution			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Draft Bay Trail – Sears Point Connector Feasibility Study			



# STATE ROUTE 37 IMPROVEMENT PLAN

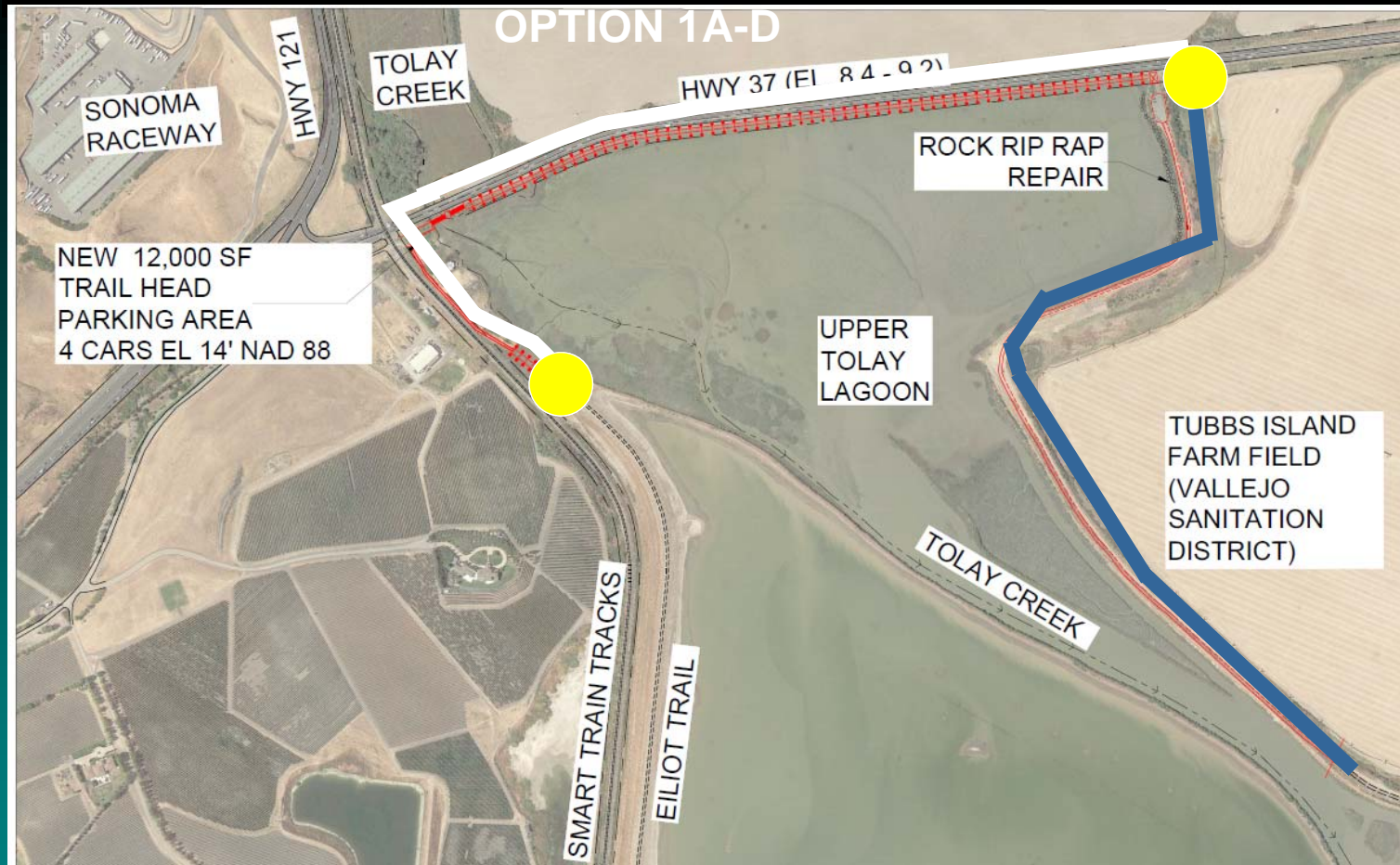
## Existing and Planned Bay Trail

Potential improvements to existing and planned Bay Trail along the State Route 37 corridor



Source: Bay Trail Project

# Option 1A-D



# Option 2

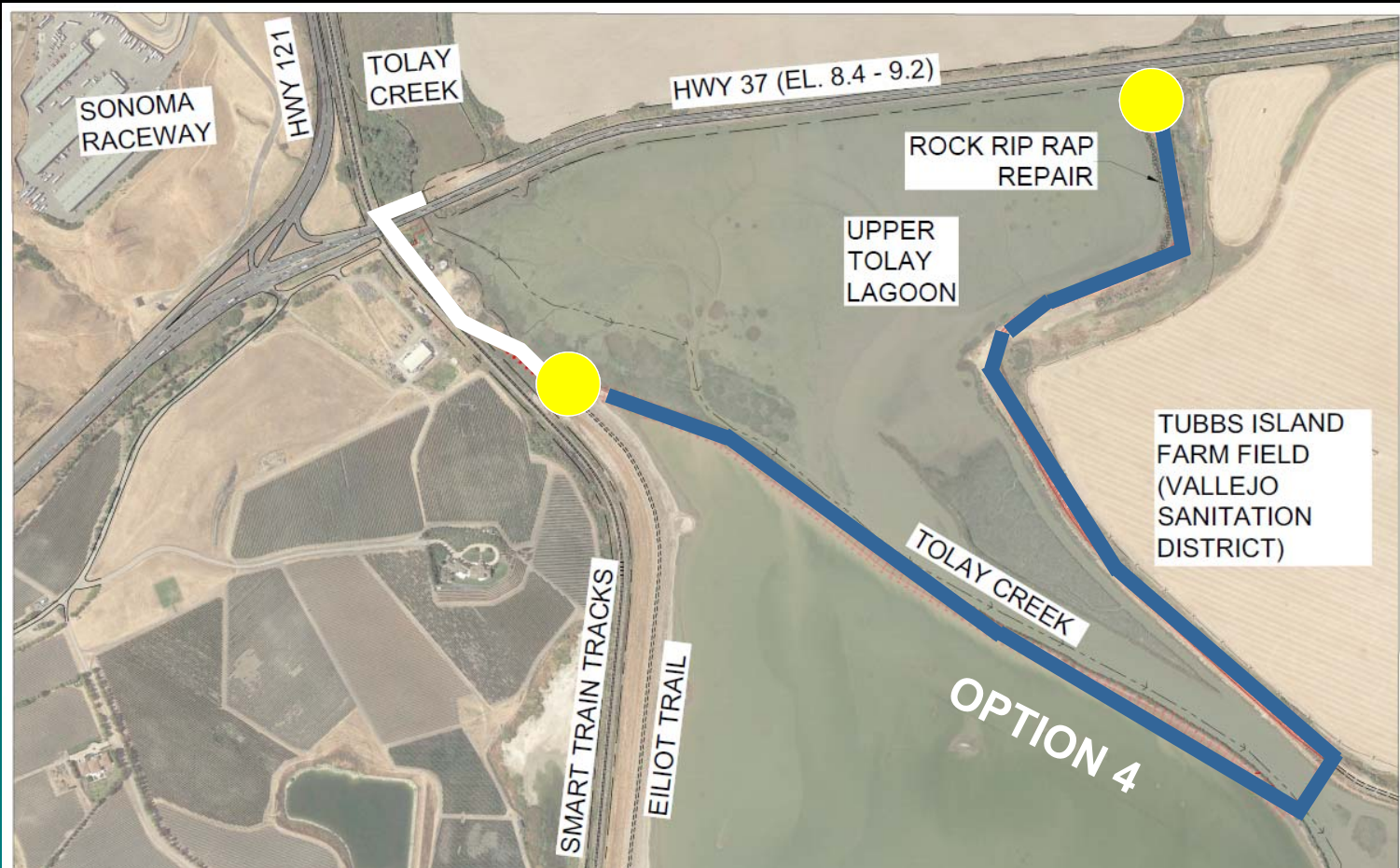


# Option 3





# Option 4



Sonoma  
County  
Board of  
Supervisors  
March 20, 2018



# Bay Trail Sears Point Connector Study



# Bay Trail Sears Point Study Area

Sonoma  
County

Napa  
County

San Pablo Bay

Solano  
County

Marin  
County

Contra Costa  
County

San Francisco  
County

Alameda  
County

San Francisco  
Bay

San Mateo  
County

Santa Clara  
County

**San Francisco  
Bay Trail**  
Can 150 miles of adventures by foot or by bike.

**NORTH BAY**

**Sonoma  
County**

**Bay Trail  
Sears Point  
Study Area**

**Napa  
County**

**Highway 121**

**Highway 116**

**Highway 37**

**Solano  
County**

**San Pablo Bay**



# Purpose of Bay Trail Study

- Close trail gap
- Integrate trail with near and long term Highway 37 improvements
- Integrate trail with sea level rise
- Integrate trail with future habitat restoration
- Solicit input from public and stakeholders

# Bay Trail Gap Closure



# Workshop Results

- Coordinate with “SR 37 Transportation and Sea Level Rise Corridor Improvement Plan”
- Consider wildlife species targets vs. infrastructure impacts
- Connect to State Route 37, State Route 121 and existing trails
- Trail Option 2 is least costly and provides best user experience.
- Trail Options 1 and 2 should continue to be evaluated.
- Trail is expensive, but a small increment of overall long term State Route 37 cost (2%-4%) between \$9.3 million and \$13.7 million.
- Any State Route 37 project should include bicycle and pedestrian travel within the corridor.

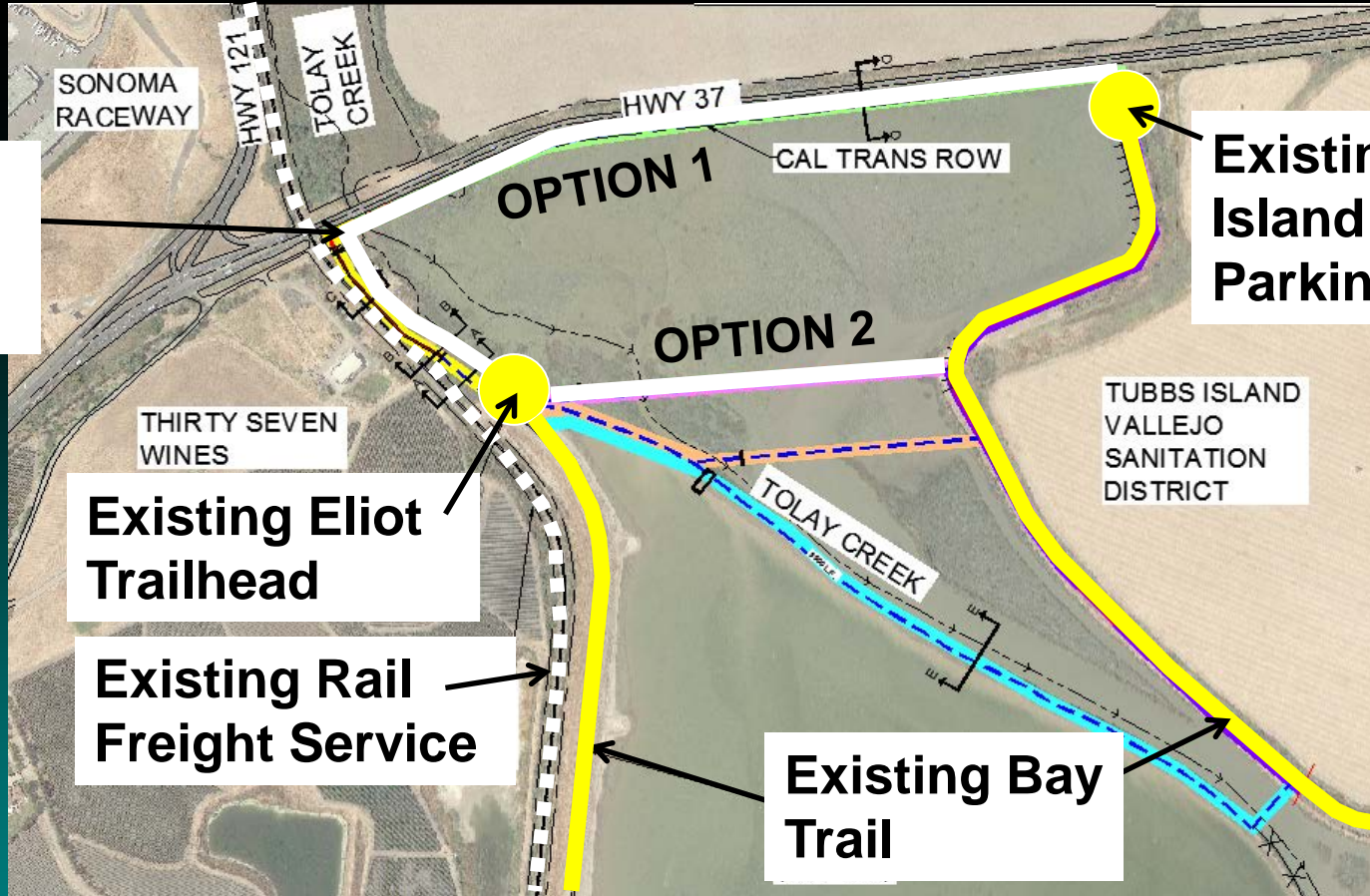
# Recommendations

Bay Trail Sears Point connection project should be integrated into State Route 37 improvements and include:

- Trailhead staging
- Link to Eliot Trailhead, State Route 121, Tubbs Island Trailhead
- Physical separation from vehicle travel lanes
- Crossing of Upper Tolay Lagoon
- Improvements to existing Tubbs-Tolay Trail
- Improved hydraulic connection between Tolay Creek and Tolay Lagoon
- Habitat restoration and mitigation for wetlands impacts



# Bay Trail Alignment Options



**Proposed Trailhead Parking**

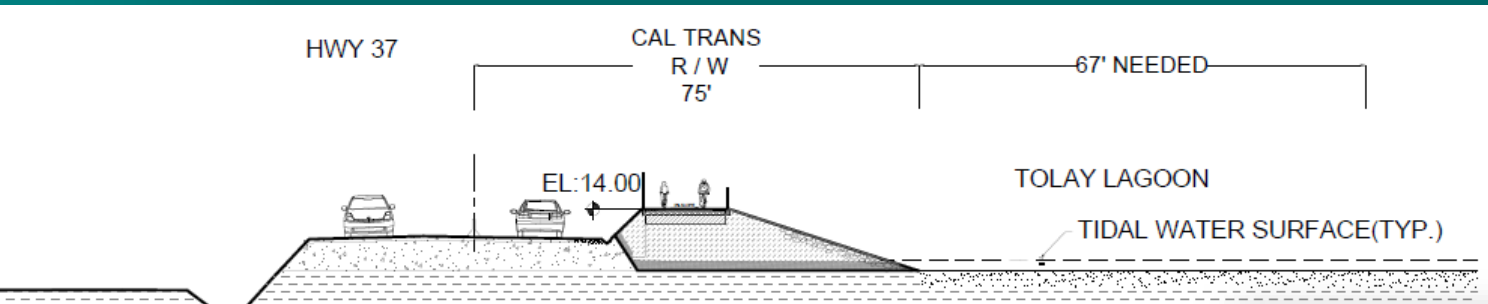
**Existing Tubbs Island Trailhead Parking**

**Existing Eliot Trailhead**

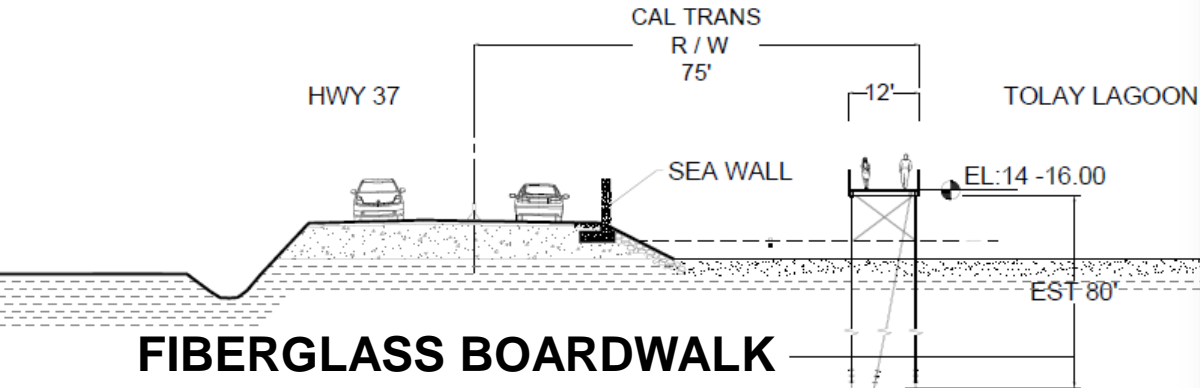
**Existing Rail Freight Service**

**Existing Bay Trail**

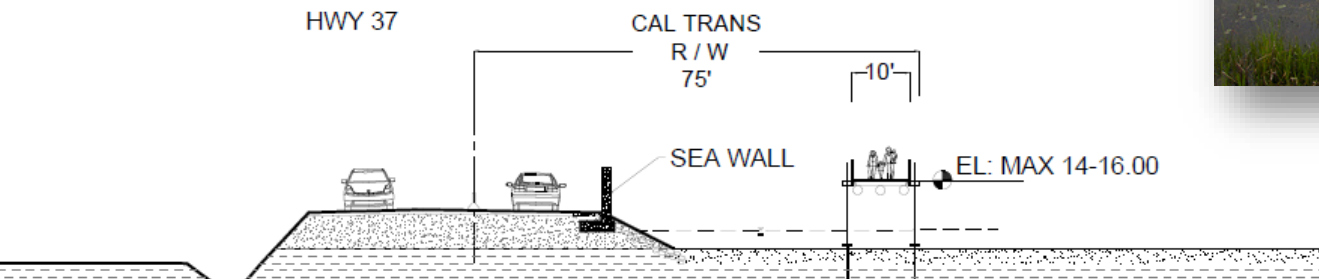
# Near Term: Highway 37 Corridor



## BUTTRESS FILL



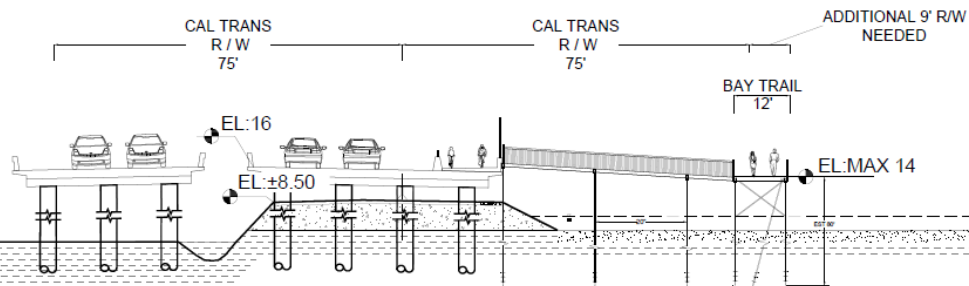
## FIBERGLASS BOARDWALK



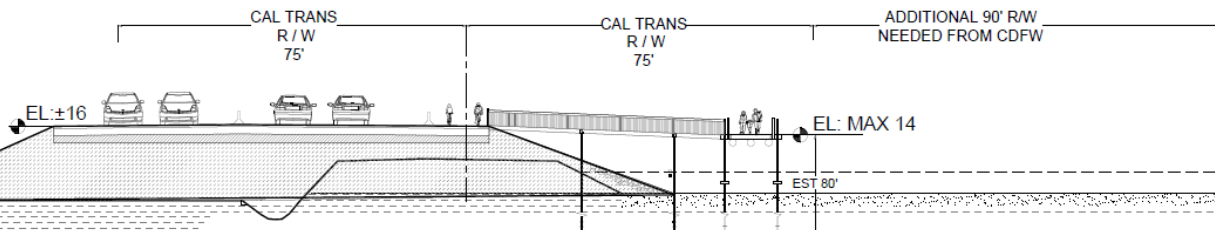
## FLOATING ALUMINUM BOARDWALK



# Long Term: Highway 37 Causeway and Elevated Road with Boardwalk



**TWIN CAUSEWAYS WITH 12' WIDE BIKEWAY AND FIBERGLASS BOARDWALK**



**FOUR LANE ELEVATED ROAD AND FLOATING ALUMINUM BOARDWALK**

# Next Steps

- Receive and address comments from Board
- Submit study to funding partner Association of Bay Area Governments / Metropolitan Transportation Commission
- Provide final study to stakeholders including State Route 37 Policy Committee
- Work with stakeholders to incorporate pedestrian and bicycle facilities into State Route 37 design and implementation



# Thank You

**VIEW LOOKING NORTHEAST AT ELIOT TRAILHEAD  
AND HIGHWAY 37**

## Questions?









# County of Sonoma

## State of California

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Date: March 20, 2018

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

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4/5 Vote Required

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### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Accepting The Findings and Recommendations As Contained in The Bay Trail - Sears Point Connector Feasibility Study**

**Whereas**, the Bay Trail is a multi-jurisdictional project that includes a 500-mile regional hiking and bicycling trail around the perimeter of San Francisco and San Pablo Bays and extends through the shorelines of nine Bay Area counties including Sonoma County; and

**Whereas**, the adopted 2010 Sonoma County Bicycle and Pedestrian Plan identified the Bay Trail as a multi-use Class I Bikeway for the exclusive use by pedestrians, bicyclists, and other non-motorized modes; and

**Whereas**, the Bay Trail project limits is broadly described in the 2010 Sonoma County Bicycle and Pedestrian Plan; and

**Whereas**, in January 2016, the County entered into a funding agreement with Association of Bay Area Governments (ABAG) to prepare a feasibility study for the Bay Trail gap near Sears Point that is necessary to define the project limits and evaluate existing site conditions for opportunities and constraints; and

**Whereas**, the scope of the feasibility study includes preliminary design and engineering, cost estimates, and meeting and soliciting input from the general public and stakeholders such as regulatory agencies; and

**Whereas**, in December 2017, the Draft Bay Trail – Sears Point Connector Feasibility Study was completed under the direction of the Sonoma County Regional Parks Director and identified four (4) trail alignment options; and

**Whereas**, the Draft Bay Trail - Sears Point Connector Feasibility Study provides recommendations for the implementation of the Bay Trail, a planned recreational and non-motorized transportation corridor that, when complete, will close a trail gap near Sears Point; and



**Whereas**, comments from the Board, stakeholders, and the general public will be reviewed and addressed in the Final Bay Trail – Sears Point Connector Feasibility Study. Final Study will be used as a reference and resource to provide guidance on the development of the 0.8 mile Bay Trail gap; and

**Whereas**, the Final Bay Trail - Sears Point Connector Feasibility Study will serve as an informational document to assist responsible agencies in future processes involving planning, environmental analysis, design, and construction of trail segments; and

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors hereby accept the findings and recommendations for the trail alignment options as contained in the Draft Bay Trail - Sears Point Connector Feasibility Study; and

**Be It Further Resolved** that the Sonoma County Regional Parks Director may make minor technical adjustments to the Draft Bay Trail - Sears Point Connector Feasibility Study before publishing and distributing the Study as appropriate; and

**Be It Further Resolved** that the Sonoma County Regional Parks Director be directed to coordinate with responsible agencies on implementation strategies including but not limited to pursuing grant opportunities and other means of funding to develop the proposed trail improvements recommended in the Draft Bay Trail - Sears Point Connector Feasibility Study as deemed appropriate.

**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: 38**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Brian Keefer 565-1908

**Supervisorial District(s):**

First

**Title:** Zone Change to add the Vacation Rental Exclusion (X) Combining Zone to 17 parcels; File ZCE16-0013

### **Recommended Actions:**

Hold a public hearing and adopt an Ordinance rezoning 17 parcels on Slattery Road to add the Vacation Rental Exclusion (X) Combining Zone. APNs: Various; see attached list.

### **Executive Summary:**

#### Proposal:

Owners of 15 of the 17 parcels along Slattery Road applied to add the Vacation Rental Exclusion (X) Combining zone to preserve fire and traffic safety along their narrow dead-end road, and to preserve the residential character of their neighborhood. Owners of two parcels did not sign the application, including one that applied for and received a vacation rental permit following submittal of the X zone application, and one who has now listed their property for sale.

#### Criteria for Placement

The adopted Vacation Rental Exclusion (X) Combining Zone ordinance includes the following criteria for placement of the X zone:

- a) There is inadequate road access or off-street parking;
- b) The prevalence of vacation rentals is detrimental to the residential character of neighborhoods;
- c) The housing stock should be protected from conversion to visitor-serving uses;
- d) There is a significant fire hazard due to topography, access or vegetation;
- e) The residential character is to be preserved or preferred; and
- f) Other areas where the Board of Supervisors determines that it is in the public interest to prohibit the establishment and operation of vacation rentals.

**Discussion:**

Planning Commission Recommendation:

The attached Planning Commission staff report (Exhibit D) discusses in detail the above criteria for adopting the Vacation Rental Exclusion (X) Combining Zone. As shown in Exhibits B and C, at their hearing on May 4, 2017, the Planning Commission found that the neighborhood meets criteria a, c, d, and e above for placement of the Vacation Rental Exclusion (X) Combining Zone, and recommended approval.

**Prior Board Actions:**

Vacation Rental Moratorium:

On October 24, 2017, the Board adopted an emergency moratorium on issuing vacation rental permits after the October 2017 fires. On December 5, 2017, the Board modified and extended the moratorium for 60 days. On January 23, 2018, the Board determined not to extend the moratorium, and it expired on February 2, 2018.

05/24/2016: The Board applied the Vacation Rental Exclusion (X) Combining Zone to about 5,469 parcels in the 1<sup>st</sup> and 4<sup>th</sup> Districts. Ordinance No. 6168 became effective on June 23, 2016.

03/15/2016: The Board adopted Ordinance No. 6145 making changes to the Vacation Rental Code, and adopted Resolution of Intention 16-0085 directing staff to consider application of the Vacation Rental Exclusion (X) Combining Zone to a variety of parcels in the 1st and 4th Districts. Ordinance No. 6145 became effective on April 14, 2016.

01/26/2016: The Board straw-voted changes to the Zoning Code for vacation rentals.

11/04/2014: The Board adopted a Resolution of Intention directing staff to conduct a robust public outreach program and undertake amendments to the Vacation Rental Ordinance.

10/07/2014: The Board considered the Auditor’s Report on Vacation Rentals and provided direction to PRMD staff on the Resolution of Intention to amend the Vacation Rental ordinance.

11/09/2010: The Board adopted the Vacation Rental Ordinance, effective January 1, 2011.

11/03/2009: The Board adopted a Resolution of Intention directing staff to amend the Zoning Code to include provisions for vacation rentals, as recommended by the Ad Hoc Committee.

04/21/2009: The Board considered the compatibility issues with the use of single-family homes as transient rentals and considered a range of possible policy options. The Chair appointed two supervisors to an Ad Hoc Committee to return with a recommendation.

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

Application of the Vacation Rental Exclusion (X) Combining Zone to 17 parcels on Slattery Road will preserve existing housing stock, reduce traffic and fire danger, and improve neighborhood compatibility.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
Elimination of those 17 residences from potential conversion to vacation rental homes will result in a loss of potential Transit Occupancy Tax income to the County.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
Relatively insignificant reduction in possible future staff time required for permitting and monitoring vacation rentals.			
<b>Attachments:</b>			
EXHIBIT A: Draft Ordinance with Attachment A (Parcel List and Current/Proposed Zoning) and Attachment B (Sectional District Map)			
EXHIBIT B: Planning Commission Resolution No. 17-005			
EXHIBIT C: Planning Commission Minutes Dated May 4, 2017			
EXHIBIT D: Planning Commission Staff Report and Attachments dated May 4, 2017			

<b>Related Items “On File” with the Clerk of the Board:</b>
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N/A
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**ORDINANCE NO. (    )**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY TO ADD THE X (VACATION RENTAL EXCLUSION) COMBINING DISTRICT ON 17 PARCELS LOCATED WITHIN THE 1<sup>ST</sup> SUPERVISORIAL DISTRICT, AS SHOWN ON THE ATTACHED PARCEL LIST (ATTACHMENT A).**

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

Section I. The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the real property set forth in Attachment A by adding the X (Vacation Rental Exclusion) combining district on these 17 parcels, File No. ZCE16-0013 (“the Zoning Amendment”). The Director of the Permit and Resource Management Department is directed to reflect the Zoning Amendment to the OZD of the County as shown in Attachment A, parcel list, and Attachment B, Sectional District Map.

**SECTION II: Findings.**

- a. The Zoning Amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA guidelines as it can be seen with certainty that the project will not have a significant effect on the environment because the Zoning Amendment preserves the residential character of existing residential uses and will not result in any physical change to land or increase development potential.
- b. The Zoning Amendment is consistent and compatible with the Sonoma County General Plan in that it will limit the loss of existing housing stock to visitor serving uses as encouraged by General Plan Housing Element Objective HE-1.5.
- c. The Zoning Amendment is consistent with the Sonoma County Zoning Code based on the following facts:
  - i. The subject parcels have inadequate road access to support further vacation rental use because Slattery Road is an eight-foot wide one-way private road with limited turnout locations and no off-street parking. These physical deficiencies combined with increased traffic from vacation rental guests who would be unfamiliar with the road constraints could make Slattery Road less safe;

- ii. Housing stock will be preserved from conversion to visitor serving uses;
- iii. The subject site is in a high fire hazard area with moderate to steep topography and fire prone oak woodland vegetation. Because owners and long term renters are more knowledgeable about such conditions, they can be more vigilant in keeping brush and other potential fire hazards clear. Short-term renters are not necessarily aware of these conditions and their activities would increase fire safety hazards; and
- iv. The residential character of the area would be protected by excluding vacation rentals.

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 is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage, except that complete permit applications received prior to the effective date of the ordinance shall be processed and may be issued in accordance with the permit requirements. of this Ordinance 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. 1.

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the 20th day of March, 2018, and finally passed and adopted this 20<sup>th</sup> day of March, 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:

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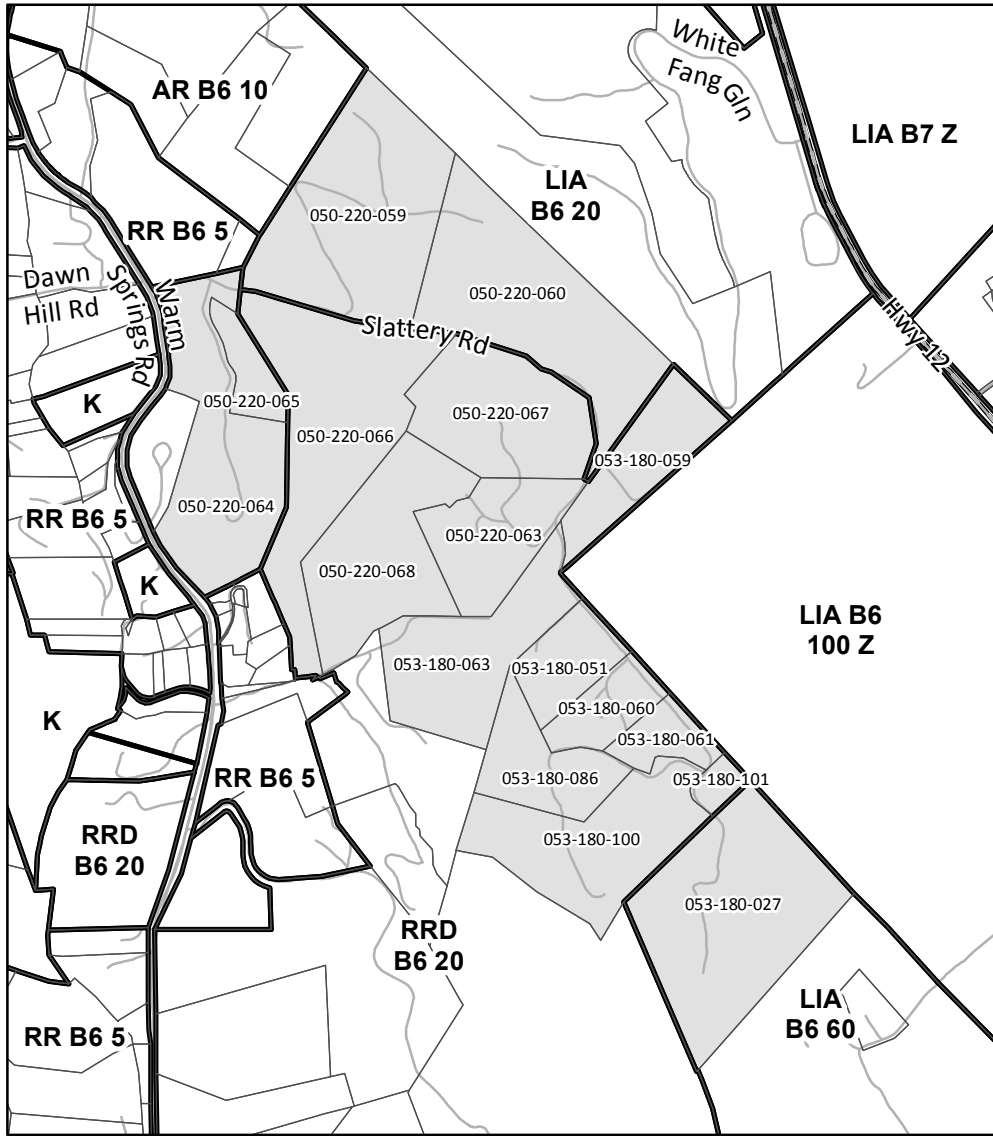
Sheryl Bratton,  
Clerk of the Board of Supervisors



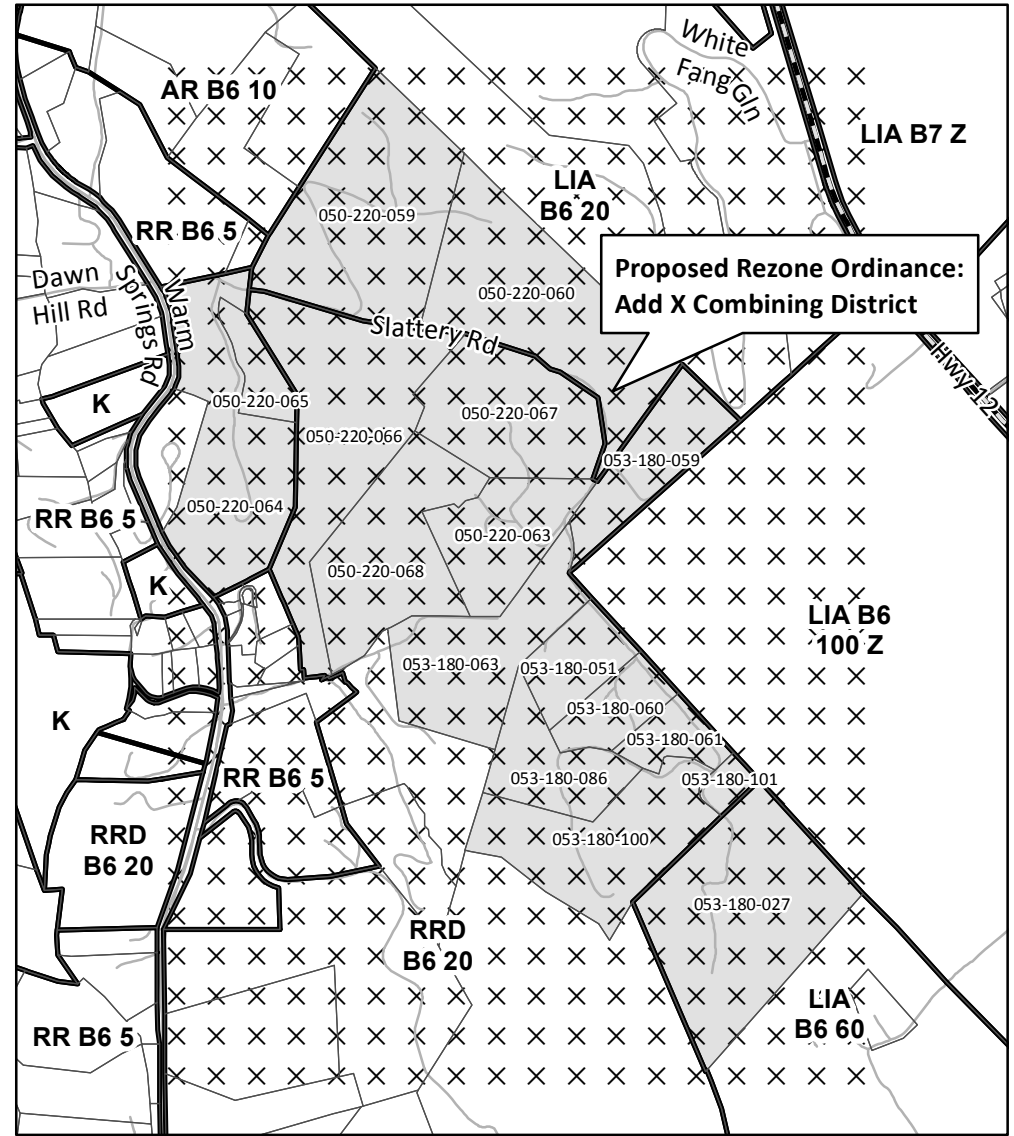
Attachment A to the Ordinance -  
Parcel List and Current/Proposed Zoning for Properties Included in Zone Change Request

Assessor Parcel			
050-220-059	10300 Slattery Road	LIA B6 20, LG/MTN SR	LIA B6 20, LG/MTN SR X
050-220-060	10412 Slattery Road	LIA B6 20, LG/MTN SR	LIA B6 20, LG/MTN SR X
050-220-064	10001 Slattery Road	AR B6 9, SR	AR B6 9, SR X
050-220-063	10601 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
050-220-065	10015 Slattery Road	AR B6 9, SR	AR B6 9, SR X
050-220-066	10195 Slattery Road	RRD B6 20, SR	RRD B6 20, SR X
050-220-067	10453 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
050-220-068	10605 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20 SR X
053-180-027	11000 Slattery Road	RRD B6 20, LG/MTN SR	LIA B6 60, LG/MTN SR X
053-180-051	10699 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-059	10600 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-060	10733 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-061	10765 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-063	1790 Warm Springs Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-086	10861 & 10855 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-100	10867 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-101	10995 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X





# Existing Zoning




# Proposed Zoning

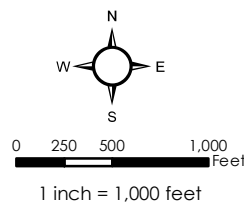


## Base Map Data

-  Subject Parcels
-  Parcels
-  Base Zone
-  Street

## Proposed Combining District

-  X X X Vacation Rental Exclusion



FILE: ZCE16-0013

APNs: 050-220-059, -060, -063, -064, -65, -66, -67, -68

053-180-027, -051, -059, -060, -061, -063, -086, -100, -101

Ordinance No. TBA

Sectional District Map No. TBA

Permit and Resource Management Department  
Project Review Section

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1965 Fax (707) 565-1103



Resolution Number 17-005

County of Sonoma  
Santa Rosa, California

May 4, 2017  
ZCE16-0013      Brian Keefer

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, FINDING THE PROJECT EXEMPT FROM CEQA AND RECOMMENDING APPROVAL TO THE BOARD OF SUPERVISORS OF THE ZONE CHANGE TO ADD THE VACATION RENTAL EXCLUSION (X) COMBINING ZONE AS REQUESTED BY MICHAEL B. MORRISON AND LYNDA MILLSPAUGH, DIANNE SNEDAKER, JACQUELINE MOORE, JANE K. MATHEWSON AND CHARLES MATHEWSON, KEITH JAMES HALE AND LINDA KAY HALE, JOSEPH R. BENZIGER AND DIANE E. BENZIGER, JOHN R PONS AND KATHRYN J. PONS, HELEN SCHULAK, GEOFFREY LEONARD AND SANDY LEONARD, KATHLEEN MARIE MCLEOD AND SCOTT MCLEOD, GAY B. MEYER, LYNNE DEEGAN-MCGRAW, JAMES ROACH AND JANET ROACH, JUDITH M. WEITZNER, AND GEORGE MEEKS AND S. ABIGAIL SMITH-MEEKS; FOR PROPERTIES LOCATED AT 10300, 10412, 10601, 10001, 10015, 10195, 10453, 10605, 11000, 10699, 10600, 10733, 10765, 10855, 10861 & 10867, AND 10995 SLATTERY ROAD AND 1790 WARM SPRINGS ROAD; APNS 050-220-059, 050-220-060, 050-220-063, 050-220-064, 050-220-065, 050-220-066, 050-220-067, 050-220-068, 053-180-027, 053-180-051, 053-180-059, 053-180-060, 053-180-061, 053-180-063, 053-180-086, 053-180-100, AND 053-180-101.

WHEREAS, the applicants, Michael B. Morrison and Lynda Millspaugh, Dianne Snedaker, Jacqueline Moore, Jane K. Mathewson and Charles Mathewson, Keith James Hale and Linda Kay Hale, Joseph R. Benziger and Diane E. Benziger, John R Pons and Kathryn J. Pons, Helen Schulak, Geoffrey Leonard and Sandy Leonard, Kathleen Marie Mcleod and Scott Mcleod, Gay B. Meyer, Lynne Deegan-McGraw, James Roach and Janet Roach, Judith M. Weitzner, and George Meeks and S. Abigail Smith-Meeks, filed an application with the Sonoma County Permit and Resource Management Department to rezone 180 acres by adding the Vacation Rental Exclusion (X) Combining Zone, on 17 parcels located at 10300, 10412, 10601, 10001, 10015, 10195, 10453, 10605, 11000, 10699, 10600, 10733, 10765, 10855, 10861 & 10867, and 10995 Slattery Road and 1790 Warm Springs Road; APNS 050-220-059, 050-220-060, 050-220-063, 050-220-064, 050-220-065, 050-220-066, 050-220-067, 050-220-068, 053-180-027, 053-180-051, 053-180-059, 053-180-060, 053-180-061, 053-180-063, 053-180-086, 053-180-100, and 053-180-101; Supervisorial District No. 1; and

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on May 4, 2016, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission recommends that the Board of Supervisors find the project exempt from CEQA.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:

1. The project is exempt from CEQA pursuant to Section 15061(b)(3), in that no physical changes or changes in use are proposed that could have an effect on the environment.
2. The proposed rezoning is consistent and compatible with the Sonoma County General Plan in that it will limit the loss of existing housing stock to visitor serving uses as encouraged by General Plan Housing Element Objective HE-1.5.
3. The addition of the Vacation Rental Exclusion (X) Combining Zone is consistent with the Zoning Code based on the following facts. The particular circumstances in this case are:
  - a. The subject parcels have inadequate road access to support further vacation rental use;
  - b. Housing stock will be protected from conversion of visitor serving uses;
  - c. The subject site is in a high fire hazard area, which would be worsened by vacation rental use;
  - d. The residential character of the area would be protected by excluding vacation rentals.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors approve the requested Zone Change.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Carr, who motioned to recommend approval to the Board of Supervisors, seconded by Commissioner Davis, and adopted on roll call by the following vote:

Commissioner Tamura	Aye
Commissioner Shahhosseini	Aye
Commissioner Mauritson	Aye
Commissioner Davis	Aye
Commissioner Carr	Aye

Ayes: 5    Noes:    Absent:    Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



# Sonoma County Planning Commission

## MINUTES

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: May 04, 2017  
Meeting No.: 17-03

### ROLL CALL

Todd Tamura  
Komron Shahhosseini  
Cameron Mauritsen  
Pamela Davis  
Greg Carr, Chair

### STAFF MEMBERS

Jennifer Barrett  
Brian Keefer  
Cecily Condon  
Julia Smith, Secretary  
Jeff Brax, Chief Deputy County Counsel

**1:00 PM** Call to order and Pledge of Allegiance

## PLANNING COMMISSION REGULAR CALENDAR

Item No.: 1  
Time: 1:05 PM  
File: ZCE16-0013  
Applicant: Michael Morrison  
Owner: Joseph & Diane Benziger, Douglas & Kelly Feick Trust, Hill & Genevieve Furguson, Keith James & Linda Hale Trust, Geoffrey & Sandy Leonard, Charles & Jane Mathewson, Scott & Kathleen McLeod, Lynne McGraw Trust, George Meeks & Abigail Smith-Meeks Trust, Gay Meyer Trust, Jacqueline Moore Trust, Michael Morrison & Lynda Millspaugh Trust John & Kathryn Pons Trust, James & Janet Roach & Judith Weitzner, Donald & Helen Schulak S Trust, Dianne Snedaker Trust  
Cont. from: N/A  
Staff: Brian Keefer  
Env. Doc: Categorically Exempt  
Proposal: Request for a Zone Change to add a vacation rental exclusion zone (X zone) to 17 parcels on a private road in Glen Ellen.  
Location: 10300, 10412, 10001, 10601, 10015, 10195, 10453, 10605, 11000, 10699, 10600, 10733, 10765, 10855, 10861 & 10867, 10995 Slattery Road and 1790 Warm Springs Road, Glen Ellen  
APNs: 050-220-059, -060, -064, -063, -065, -066, -067, -068, 053-180-027, -051, -059, -060, -061, -063, -086, -100, and -101  
District: 1  
Zoning: Zoning on the parcels is varied, and includes RR (Rural Residential), RRD (Resources and Rural Development), and LIA (Land Intensive Agriculture)

Staff presentation.

Commissioner questions,

Commissioner Davis asked, under the staff recommendation, how will the property with the vacation rental would be impacted. Staff Keefer indicated that the use could continue until such time that the property is sold or the title transferred.

Commissioner Mauritson asked how a potential lot split would affect the overlay, and Staff Keefer replied that the X zoning would remain.

Commissioner Carr commented that the road is very narrow and expressed concern that this could impede fire truck access. He asked if any neighbors had commented on this. Staff Keefer said some refused to sign onto the application, but did not express opposition.

Public Hearing opened at 1:21 pm.

Mike Morrison, applicant, spoke as designated spokesperson for the neighbors, and thanked staff for an excellent presentation and analysis. The Board of Supervisors has set up a process where people could ask for this exclusion zone to be applied over their lands, and there have been problems associated with vacation rentals. Neighbors are concerned about possible fire impacts from vacation rentals. The overwhelming majority of the neighbors want this exclusion zone. One of the two parties not included in the application has a vacation rental, and the neighbors want the exclusion added to their property so that when/if the property is sold, the permit will expire.

The second party not included in the application are new owners and the property is undeveloped, and the owners didn't want to get involved. Mr. Morrison indicated that there were several people from Slattery Road that came to the hearing to support the proposal. He asked for a show of hands and approval of the request.

Commissioner Davis asked if there were other vacation rentals in the area, and Mr. Morrison said there were none on Slattery Road, but there are others in the general vicinity.

Public Hearing closed at 1:26 pm.

Commissioner discussion.

Commissioner Carr asked if any feedback had been received from the vacation rental industry, as had happened in the past in rural residential zones. Staff Keefer indicated that no direct opposition was received. People had phoned with general questions, and neighbors wanted to know if their property could be included or excluded. A neighbor across the road wanted to have a vacation rental.

Commissioner Davis asked about the notification process to the neighbors, and Staff Keefer said that the people within 300' of the border of this group were notified by mail, and the notice was posted throughout the development as well as published in the newspaper. Staff did not receive any opposition.

Commissioner Carr said he was completely sympathetic to the potential impact of vacation rentals in the area and supported the request.

Action: Commissioner Carr motioned to recommend approval to the Board of Supervisors.  
Seconded by Commissioner Davis. Passed with a 5-0-0 vote.

Appeal Deadline: N/A  
Resolution No.: 17-005

**Vote:**

Commissioner Tamura	Aye
Commissioner Shahhosseini	Aye
Commissioner Mauritson	Aye
Commissioner Davis	Aye

Commissioner Carr                      Aye

Ayes:                      5

Noes:                      0

Absent:                      0

Abstain:                      0

Minutes adopted November 30, 2017.



# Sonoma County Planning Commission **STAFF REPORT**

## Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403

(707) 565-1900 FAX (707) 565-1103

**FILE:** ZCE16-0013  
**DATE:** May 4, 2017  
**TIME:** 1:05 PM  
**STAFF:** Brian Keefer, Project Planner

**Board of Supervisors hearing will be held at a later date and will be noticed at that time.**

### SUMMARY

**Applicant/Owner:** Various – see attached owner list and Table 1

**Location:** **Glen Ellen** – see attached maps and APN list  
Supervisorial District No.: 1

**Subject:** Zone Change to add Vacation Rental Exclusion (X) Combining Zone

**PROPOSAL:** Request for a Zone Change to add the Vacation Rental Exclusion (X) Combining Zone to 17 parcels on Slattery Road.

**Environmental Determination:** Exempt from CEQA review pursuant to Section 15061(b)(3), which exempts projects that have no potential for having a significant effect on the environment.

**General Plan:** RRD - Resources and Rural Development (12 parcels), RR - Rural Residential (2 parcels), and LIA - Land Intensive Agriculture (3 parcels)

**Ord. Reference:** Section 26-79-005 (Vacation Rental Exclusion (X) Combining Zone)

**Zoning:** RRD - Resources and Rural Development (12 parcels), AR - Agriculture and Residential (2 parcels), and LIA - Land Intensive Agriculture (3 parcels)

**Application Complete for Processing:** November 30, 2016

**RECOMMENDATION:** Staff recommends that the Planning Commission adopt the attached Resolution recommending the Board of Supervisors approve the requested Zone Change.

### BACKGROUND

The Board of Supervisors adopted the Vacation Rental Exclusion (X) Combining Zone on March 15, 2016. The Board determined that using the Vacation Rental Exclusion (X) Combining Zone to exclude vacation rentals on a case-by-case basis would provide a strategic tool to ensure the balance of the



economic opportunity that vacation rentals provide and the residential character of neighborhoods. The adopted ordinance allowed staff to accept applications to add the Vacation Rental Exclusion (X) Combining Zone to one or multiple parcels in areas that meet the adopted criteria set forth below.

- a) There is inadequate road access or off-street parking;
- b) The prevalence of vacation rentals is detrimental to the residential character of neighborhoods;
- c) The housing stock should be protected from conversion to visitor-serving uses;
- d) There is a significant fire hazard due to topography, access or vegetation;
- e) The residential character is to be preserved or preferred; and
- f) Other areas where the Board of Supervisors determines that it is in the public interest to prohibit the establishment and operation of vacation rentals.

All uses permitted in the respective base zone are still permitted, except for the establishment, operation, placement or construction of a vacation rental. Hosted rentals, which are the rental of one room in a single family dwelling or a legally established guest house, can still be permitted in the Vacation Rental Exclusion (X) Combining Zone.

## **ANALYSIS**

### **Project Description:**

The applicants have requested that the Vacation Rental Exclusion (X) Combining Zone be added to 17 parcels totaling 187 acres along Slattery Road. All subject parcels have a base zoning designation of RRD, LIA, or AR. Each property would retain the current base zoning and any existing combining zones. The zone change is consistent with the Board of Supervisors' direction to process such requests on a case-by-case basis. The parcels included in the application are all located along Slattery Road, and encompass all parcels that take access from Slattery Road. The address of one of the subject parcels is 1790 Warm Springs Road, because while it is located on Slattery Road, it takes access from Warm Springs Road across private property. Owners of two parcels included in the application did not agree to be included in the application. These are shown in bold type and with an asterisk in Table 1 below. The owner of one of these parcels (APN 053-180-086, 10855 Slattery Road) has an existing approved Vacation Rental Permit that would expire upon sale or transfer of the property, or upon revocation.

### **Site Characteristics:**

The proposed rezoning includes 17 parcels, which are located on or have access on Slattery Road in Glen Ellen. The area is located to the east of Warm Springs Road and makes up approximately 186 acres. The proposed rezoning is made up of 12 parcels that are zoned RRD (Resources and Rural Development), three parcels that are zoned AR (Agriculture and Residential) and two parcels that are zoned LIA (Land Intensive Agriculture). The table below shows the full zoning of each parcel. The subject parcels range from 20.5 acres to 1.3 acres in size, and average 11 acres. RR (Rural Residential), LIA, RRD, and AR zoned parcels that range from .08 acres to 180 acres in size surround the area. There is one approved Vacation Rental Permit located in the proposed Vacation Rental Exclusion (X) Combining Zone. Staff approved a two bedroom Vacation Rental Permit on parcel 050-220-068 on November 28, 2016. If the County applies the Vacation Rental Exclusion (X) Combining Zone to the subject area, the existing Vacation Rental Permit can continue to operate until the sale or transfer of the property, or until revoked for noncompliance with conditions.

Table 1 – Assessor Parcel Numbers of Properties proposed for the Vacation Rental Exclusion (X) Combining Zone.

<u>Assessor Parcel Number</u>	<u>General Plan/Zoning</u>	<u>Address</u>	<u>Owner</u>
<u>050-220-059</u>	<u>LIA B6 20, LG/MTN SR</u>	<u>10300 Slattery Rd</u>	<u>Snedaker, Dianne B TR</u>
<u>050-220-060</u>	<u>LIA B6 20, LG/MTN SR</u>	<u>10412 Slattery Rd</u>	<u>Leonard Geoffrey &amp; Leonard Sandy S</u>
<u>050-220-063</u>	<u>RRD B6 20, LG/MTN SR</u>	<u>10601 Slattery Rd</u>	<u>Morrison Michael B TR &amp; Millspaugh Lynda TR</u>
<u>050-220-064</u>	<u>AR B6 9, SR</u>	<u>10001 Slattery Rd</u>	<u>McLeod Scott W TR &amp; McLeod Kathleen M TR</u>
<u>050-220-065</u>	<u>AR B6 9, SR</u>	<u>10015 Slattery Rd</u>	<u>McLeod Scott W &amp; Kathleen M</u>
<b><u>050-220-066*</u></b>	<b><u>RRD B6 20, SR</u></b>	<b><u>10195 Slattery Rd</u></b>	<b><u>Ferguson Hill IV &amp; Ferguson Genevieve F</u></b>
<u>050-220-067</u>	<u>RRD B6 20, LG/MTN SR</u>	<u>10453 Slattery Rd</u>	<u>Roach James &amp; Janet ET AL &amp; Weitzner Judith M.</u>
<u>050-220-068</u>	<u>RRD B6 20 SR</u>	<u>10605 Slattery Rd</u>	<u>Moore Jacqueline U TR ET AL</u>
<u>053-180-027</u>	<u>LIA B6 60, LG/MTN SR</u>	<u>11000 Slattery Rd</u>	<u>Meyer Gay B TR</u>
<u>053-180-051</u>	<u>RRD B6 20, LG/MTN SR</u>	<u>10699 Slattery Rd</u>	<u>Schulak Donald D TR &amp; Schulak Helen S TR</u>
<u>053-180-059</u>	<u>RRD B6 20, LG/MTN SR</u>	<u>10600 Slattery Rd</u>	<u>McGraw Lynne C TR</u>
<u>053-180-060</u>	<u>RRD B6 20, LG/MTN SR</u>	<u>10733 Slattery Rd</u>	<u>Pons John R TR &amp; Pons Kathryn J TR</u>
<u>053-180-061</u>	<u>RRD B6 20, LG/MTN SR</u>	<u>10765 Slattery Rd</u>	<u>Mathewson Charles W &amp; Jane K</u>
<u>053-180-063</u>	<u>RRD B6 20, LG/MTN SR</u>	<u>1790 Warm Springs Rd</u>	<u>Meeks George N TR &amp; Smith-Meeks S Abigail TR</u>
<b><u>053-180-086*</u></b>	<b><u>RRD B6 20, LG/MTN SR</u></b>	<b><u>10855 Slattery Rd</u></b>	<b><u>Feick Douglas TR &amp; Brennan Kelly TR</u></b>
<u>053-180-100</u>	<u>RRD B6 20, LG/MTN SR</u>	<u>10861 &amp; 10867 Slattery Rd</u>	<u>Benziger Joseph &amp; Diane E</u>
<u>053-180-101</u>	<u>RRD B6 20, LG/MTN SR</u>	<u>10995 Slattery Rd</u>	<u>Hale Keith James &amp; Linda Kay TR</u>
<u>LIA ( Land Intensive Agriculture), AR (Agriculture and Residential), RRD (Resources and Rural Development), LG/MTN (Sonoma/Taylor/Mayacamas Mountains Local Guidelines), SR (Scenic Resources)</u> <b>* Owners who did not agree to be included on application</b>			

## DISCUSSION OF ISSUES

### **Issue #1:**      General Plan Consistency

Because the proposal affects only residential use of existing residential properties with no new development or construction, it is consistent with the Land Use policies of the General Plan. Similarly, the applicable Local Guidelines and the Scenic Resources overlay have no impact on the proposal, because it does not involve or enable any new development.

The specific objective, policy, and program in the General Plan Housing Element that relate to this effort include:

**Objective HE-1.5:** Limit the loss of existing housing stock to visitor-serving uses.

**Policy HE-1k:** Continue to regulate the use of existing residences on residential lands for vacation rentals.

**Housing Element program 6: Review Vacation Rental Ordinance Program Description:** The County will review and consider revisions to the vacation rental ordinance to limit conversion of permanent housing stock and make vacation rental uses more compatible, and to facilitate enforcement when necessary.

Approving the zone change to add the Vacation Rental Exclusion (X) Combining Zone appears consistent with the Objective HE-1.5 and Policy HE-1k as an opportunity to limit the loss of existing housing stock to visitor serving uses and to continue to regulate the use of existing residences for vacation rentals.

### **Issue #2:**      Zoning Consistency

The Vacation Rental Exclusion (X) Combining Zone may be placed on parcels where one or more of the following criteria are met:

- a) There is inadequate road access or off-street parking;
- b) The prevalence of vacation rentals is detrimental to the residential character of neighborhoods;
- c) The housing stock should be protected from conversion to visitor-serving uses;
- d) There is a significant fire hazard due to topography, access or vegetation;
- e) The residential character is to be preserved or preferred; and
- f) Other areas where the Board of Supervisors determines that it is in the public interest to prohibit the establishment and operation of vacation rentals.

#### Road Access or Off-Street Parking:

Slattery Road is an eight-foot wide one-lane, dead end, private road approximately 1.5 miles in length with limited turnout locations. Slattery Road does not meet current County private road standards as to width and number and location of turnouts and turnarounds. No off-street parking is available along Slattery Road. These physical deficiencies combined with increased traffic from vacation rental guests who would be unfamiliar with the road's constraints could make Slattery Road less safe.

#### Protecting Housing Stock:

Recent data shows that Sonoma County is losing housing stock to vacation rental uses faster than it can build new housing. Since 2011, the County has issued permits for over 1,300 whole house Vacation

Rental Permits. A July 2015 report by Economic & Planning Systems entitled *“The Impact of Vacation Rentals on Affordable and Workforce Housing in Sonoma County”* identifies the conversion of housing to vacation rental use as a factor in the escalation of rental rates and recommends strong measures to limit this loss of housing stock. The Vacation Rental Exclusion (X) Combining Zone could ensure protection of the housing stock in the proposed rezoning.

Fire Hazard:

The proposed rezoning is located within a high fire hazard area. The area has moderate to steep topography and fire prone oak woodland vegetation. Owners and long-term renters are knowledgeable of such conditions and are vigilant in keeping brush and other potential fire hazards clear. Short-term renters are not aware of these conditions, which could heighten fire dangers.

Slattery Road does not meet the current requirements set forth in the Sonoma County Fire Safe Standards for length, width, and turnouts and turnarounds. The Fire Safe Standards require that no dead-end road exceed 2,640 feet in length when serving parcels with an average size of 5 to 19.99 acres, and any two-way road must have a traffic lane at least 12 feet wide with turnouts and turnarounds. Slattery Road does not meet these requirements because it is approximately 7,000 feet long serving parcels with an average size of 11 acres and has a traffic lane that is eight feet wide, with limited turnouts and turnarounds. Increased traffic that results from vacation rental use could cause these deficiencies to have a greater effect on both residents and emergency services.

Residential Character:

An overconcentration of vacation rentals within a residential neighborhood can result in the loss of residential character as temporary visitors replace permanent residents. The Vacation Rental Exclusion (X) Combining Zone would protect the residential character of the proposed area.

**Issue #3:** Existing Permitted Vacation Rentals in the X Zoned areas

If the Board approves the requested zone change to add the Vacation Rental Exclusion (X) Combining Zone to the 17 subject parcels, the County could not accept any Vacation Rental Permit application for establishment or increased operation of a vacation rental on any of the newly zoned parcels. The County would allow continued operation of existing vacation rentals that are permitted and current on Transient Occupancy Taxes until sale or transfer of the property, at which time the Vacation Rental Permit will automatically expire. Staff can also revoke a Vacation Rental Permit for repeated violations of the vacation rental performance standards, as set forth in Section 26-88-120 of the Sonoma County Code. Vacation Rental Permits that are expired or revoked within the Vacation Rental Exclusion (X) Combining Zone are not eligible for reapplication.

In the case of new applications for Vacation Rental Permits within the Vacation Rental Exclusion (X) Combining Zone that are submitted and deemed complete for processing prior to the effective date of the rezoning ordinance, the applications will be processed as normal and may be expired or revoked as set forth above. Staff has not received any additional Vacation Rental Permits in the proposed rezoning area, apart from the Vacation Rental Permit mentioned above that Staff approved in November 2016.

**STAFF RECOMMENDATION**

Staff recommends that the Planning Commission adopt the attached Resolution recommending that the Board of Supervisors approve a rezone of the attached list of parcels.

**FINDINGS FOR RECOMMENDED ACTION**

1. The proposed rezoning is exempt from CEQA pursuant to Section 15061(b)(3), in that no physical changes or changes in use are proposed that could have an effect on the environment.
2. The proposed rezoning is consistent and compatible with the Sonoma County General Plan in that it will limit the loss of existing housing stock to visitor serving uses as encouraged by General Plan Housing Element Objective HE-1.5.
3. The addition of the Vacation Rental Exclusion (X) Combining Zone is consistent with the Zoning Code and meets the applicable criteria based on the following facts. The particular circumstances in this case are:
  - a. The subject parcels have inadequate road access to support further vacation rental use;
  - b. Housing stock will be protected from conversion of visitor serving uses;
  - c. The subject site is in a high fire hazard area, which would be exacerbated by vacation rental use;
  - d. Excluding vacation rentals would protect the residential character of the area.

**LIST OF ATTACHMENTS**

- EXHIBIT A: Draft Ordinance with Attachment A: Current and Proposed Zoning for Properties Included in Zone Change Request
- EXHIBIT B: Sectional District Map
- EXHIBIT C: Proposal Statement
- EXHIBIT D: Vicinity Map
- EXHIBIT E: General Plan Land Use Map
- EXHIBIT F: Assessor's Parcel Maps
- EXHIBIT G: Draft Resolution

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**Separate Attachment for Commissioners: N/A**

**ORDINANCE NO. (    )**

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY BY ADDING THE X (VACATION RENTAL EXCLUSION) COMBINING DISTRICT ON 17 PARCELS TOTALLING 186.76 ACRES LOCATED AT 10300, 10412, 10601, 10001, 10015, 10195, 10453, 10605, 11000, 10699, 10600, 10733, 10765, 10855, 10861 & 10867, AND 10995 SLATTERY ROAD AND 1790 WARM SPRINGS ROAD; APNS 050-220-059, 050-220-060, 050-220-063, 050-220-064, 050-220-065, 050-220-066, 050-220-067, 050-220-068, 053-180-027, 053-180-051, 053-180-059, 053-180-060, 053-180-061, 053-180-063, 053-180-086, 053-180-100, AND 053-180-101.

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

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the existing zoning designations to the zoning designations set forth in Exhibit “A” attached hereto and incorporated herein by this reference. File No. ZCE16-0013. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No.

SECTION II: The Proposed Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA guidelines.

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

SECTION 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 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 X day of X, 2017, and finally passed and adopted this X day of X, 2017, on regular roll call of the members of said Board by the following vote:

**SUPERVISORS:**

Gorin: \_\_\_ Rabbitt: \_\_\_ Gore: \_\_\_ Hopkins: \_\_\_ Zane: \_\_\_

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

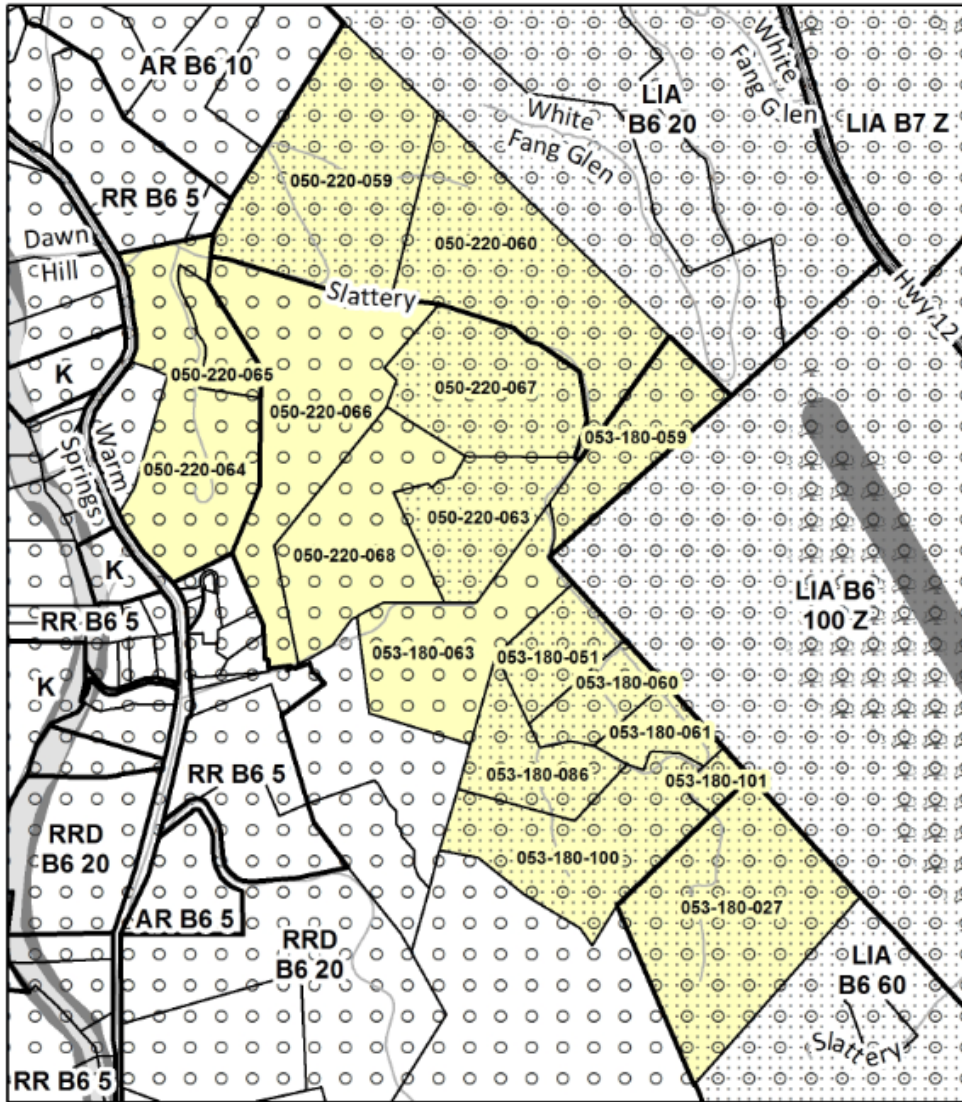
Attachment A to the Ordinance -  
Current and Proposed Zoning for Properties Included in Zone Change Request

Assessor Parcel			
050-220-059	10300 Slattery Road	LIA B6 20, LG/MTN SR	LIA B6 20, LG/MTN SR X
050-220-060	10412 Slattery Road	LIA B6 20, LG/MTN SR	LIA B6 20, LG/MTN SR X
050-220-064	10001 Slattery Road	AR B6 9, SR	AR B6 9, SR X
050-220-063	10601 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
050-220-065	10015 Slattery Road	AR B6 9, SR	AR B6 9, SR X
050-220-066	10195 Slattery Road	RRD B6 20, SR	RRD B6 20, SR X
050-220-067	10453 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
050-220-068	10605 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20 SR X
053-180-027	11000 Slattery Road	RRD B6 20, LG/MTN SR	LIA B6 60, LG/MTN SR X
053-180-051	10699 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-059	10600 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-060	10733 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-061	10765 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-063	1790 Warm Springs Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-086	10861 & 10855 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-100	10867 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X
053-180-101	10995 Slattery Road	RRD B6 20, LG/MTN SR	RRD B6 20, LG/MTN SR X

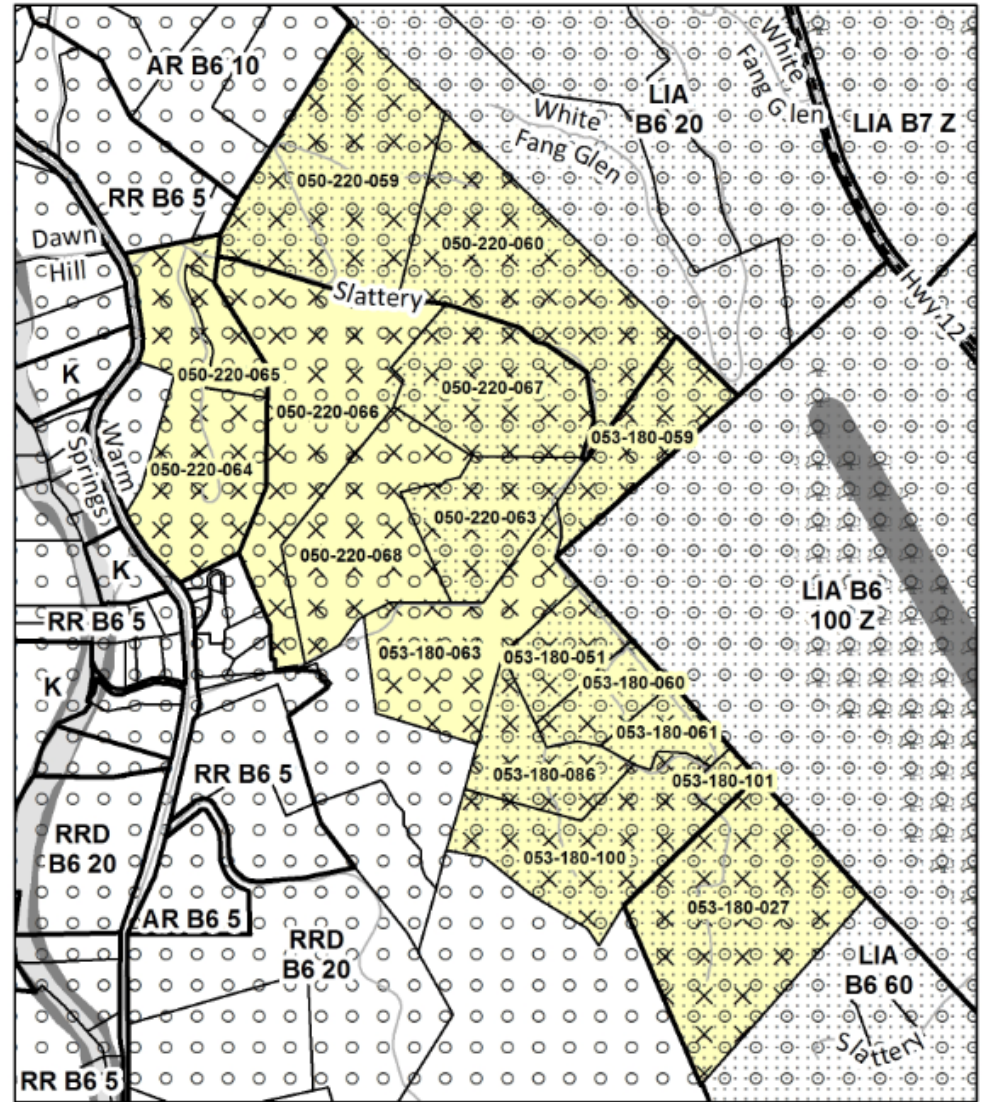


# Sectional District Map

## Existing Zoning



## Proposed Zoning



### Base Map Data

- Subject Parcels
- Parcel
- Basezoning by Area
- Street

### Zoning Combining Districts

- LG Local Guidelines
- SR Scenic Resource
- VOH Valley Oak Habitat
- F2 Floodplain
- RC Riparian Corridor
- X Vacation Rental Exclusion



FILE: ZCE16-0013

APNs: 050-220-059, -060, -063, -064, -65, -66, -67, -68

053-180-027, -051, -059, -060, -061, -063, -086, -100, -101

Ordinance No. TBA

Sectional District Map No. TBA

Permit and Resource Management Department  
Project Review Section



2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1965 Fax (707) 565-1103



## Proposal Statement

Request: Apply Vacation Rental Exclusion Combining zone to a group of 17 parcels which use or have legal access to Slattery Road, a private road in the Kenwood / Glen Ellen area. No change in the base zoning for these parcels is requested-only the application of the Vacation Rental Exclusion (X) Combining zone over the existing base zoning.

Location: The parcels making up this rezoning application are located approximately 1+ miles southwest of central Kenwood off of Warm Springs Rd in the general Kenwood/Glen Ellen area. The nearest public cross street to Slattery Rd/ Warm Springs Rd intersection is Lawndale Rd. The attached maps illustrate the location of the area to be rezoned.

Number of Parcels and Owners: This application consists of 17 separate parcels owned by 16 individual parties and totaling approximately 170 acres. Two of the 17 parcels are undeveloped with the others each having a single family dwelling. All of the owners in this application are in agreement that vacation rentals should be excluded from these parcels and these owners willingly apply for this exclusion restriction. The 'Applicant' of Morrison/ Millspaugh and 'Other Contact Person' of the Pons are listed for purposes only of communication with the County on this application and are of equal status with all the parcel owners in this application.

Criteria, and Responses Thereto for Vacation Rental Exclusion (X) Zoning: County regulations require the meeting of at least one of several criteria to qualify for the Exclusion (X) zoning. Below are those criteria and responses which this application meets.

A) There is inadequate road access.

Slattery Rd is a winding, single lane private road approximately 1 1/2 miles in length with turnouts at limited locations. It is not suited to an increase in traffic or change in the type of traffic that vacation rentals would generate. While parcel owners and long term renters are and can become familiar with this narrow road and its turnout locations, no such experience is available to short term ( daily, weekend, weekly) vacation rental road users. As it is, existing owners often have to back up to the nearest turnout to allow oncoming traffic to pass.

Slattery Rd does not meet current County private road standards as to width ( it's only 8+/- feet wide), number and location of turnouts, and has no second egress in the case of

an emergency. While current users of Slattery Rd are accustomed to the road's peculiarities vacation rental users would not be thereby resulting in increased traffic conflicts and potential for accidents combining to create an increased traffic hazard and aggravating an already inadequate road.

In addition to the physical deficiencies cited above for Slattery Rd, the presence of vacation rentals will compound the road's problems by increasing the traffic on the road over and above that traffic from a standard single family dwelling. It is well documented that many vacation rentals have a greater intensity of use, and resulting traffic, than regular dwellings. This increased traffic would only make worse the road's existing inadequacies.

B) There is a significant fire hazard due to topography, access, or vegetation.

The combination of moderate to steep topography and fire prone oak woodland vegetation which make up the area to be rezoned creates a High to Very High fire hazard for this area. Owners and long term renters are and can become familiar with fire safe practices consistent with such a hazard in a rural area. In fact, these current owners and long term renters diligently mow their field grasses, create defensible spaces, and otherwise are knowledgeable of and sensitive to the area's significant fire hazard in a way that short term vacation renters would not be. This fire hazard is made worse by Slattery Rd's deficiencies as to its width and lack of regular turnouts which impede two way traffic, especially for emergency vehicles. The lack of a second egress to allow for evacuations when emergency vehicles are trying to access the area aggravates an already hazardous situation.

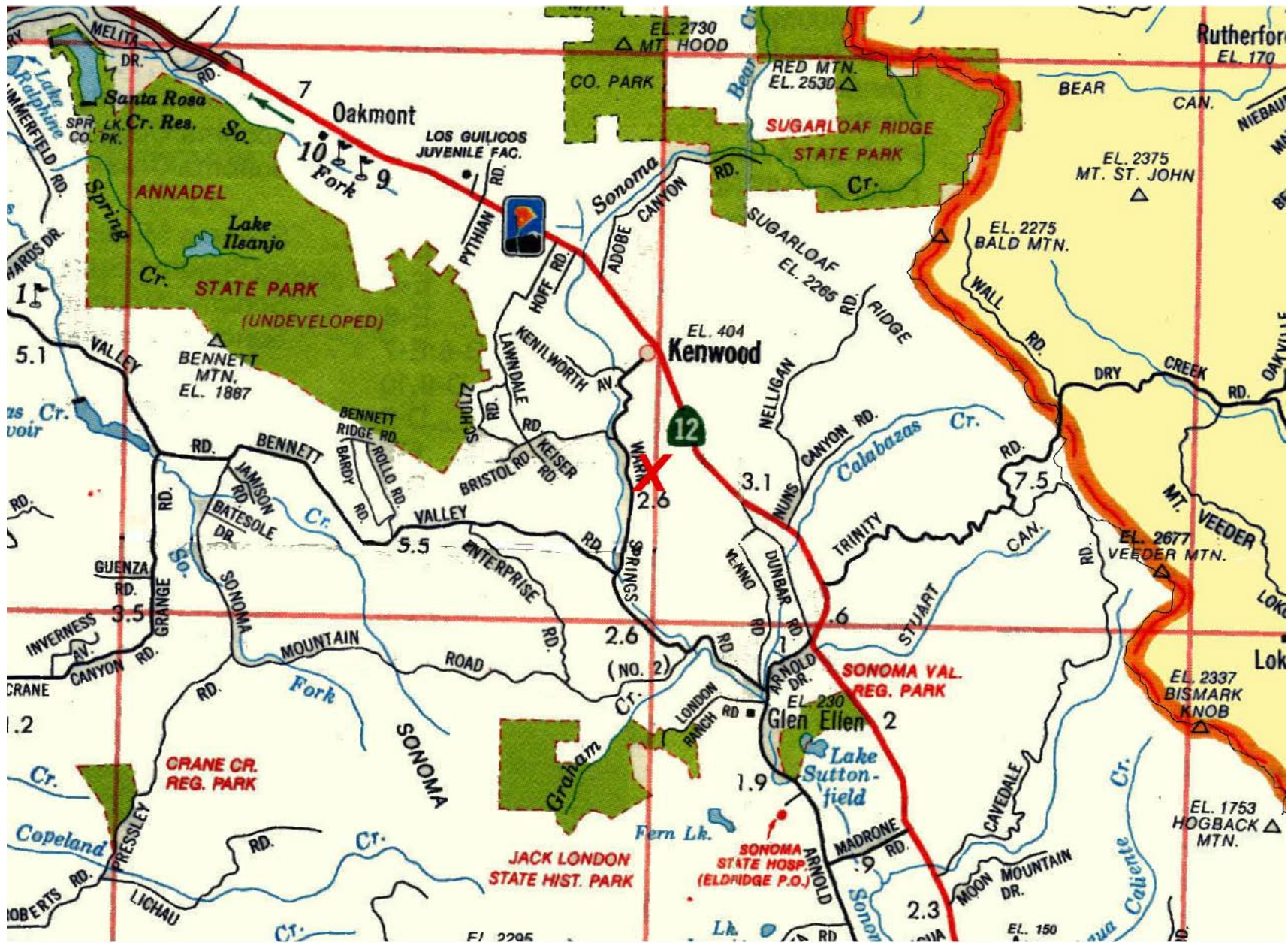
C) The residential character is to be preserved or preferred.

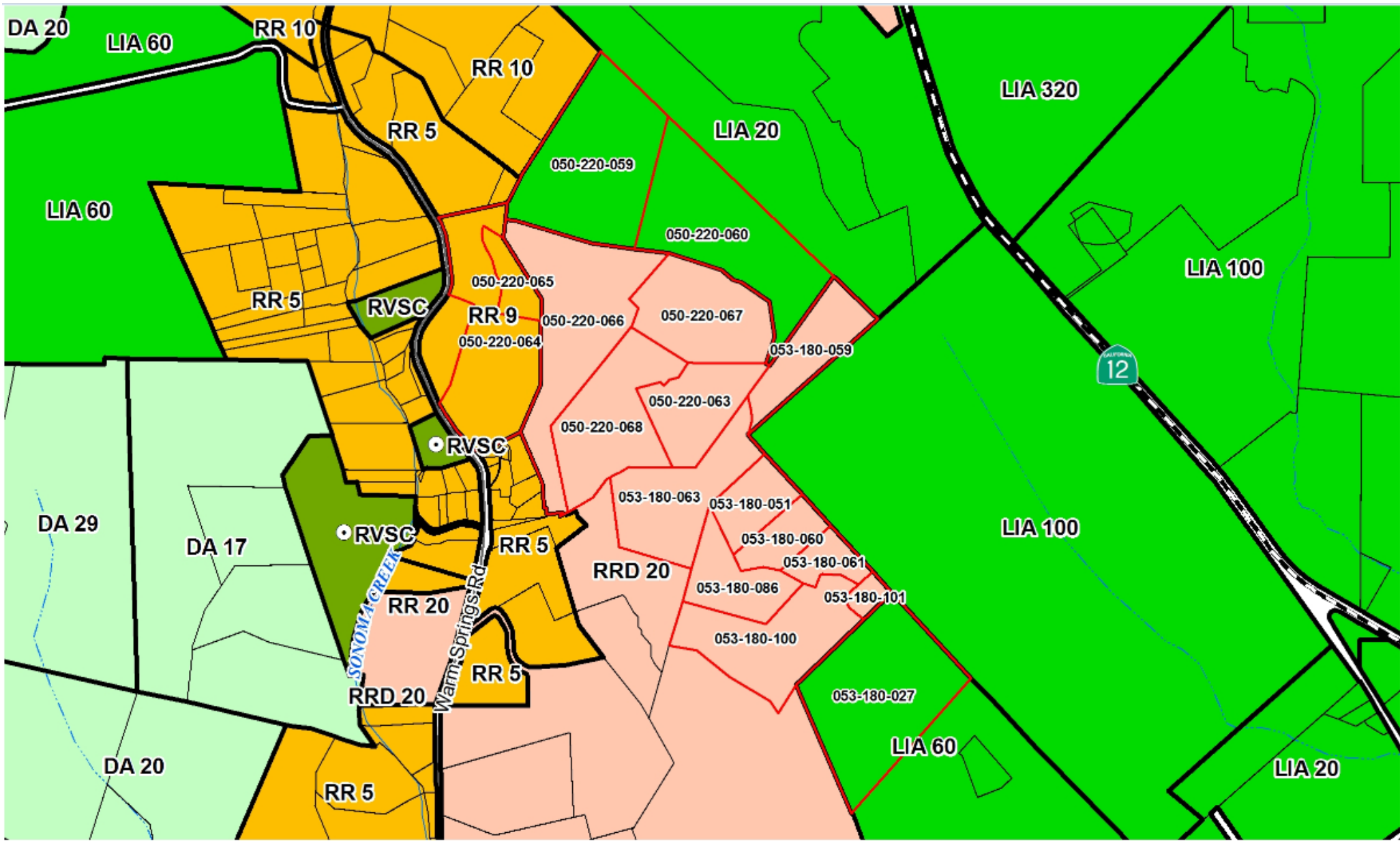
Due to the potential for traffic conflicts, increased fire hazard, and increased potential for trespass, the applicants strongly feel that the rural character which they wish to preserve and prefer will be undermined by any vacation rentals. In addition, the hills and valleys amplify sounds from surrounding properties and it has been well documented that some vacation rentals have such an intensity of use that noise is a serious problem. Finally, the potential negative impacts upon property values by the operation of vacation rentals is a detriment to the residential character the applicants wish to preserve.

The Slattery Rd area is similar in topography and access to other areas which have had the Exclusion zoning applied such as the Sobre Vista, Foothills, and Diamond A areas.

Conclusion: The applicants are in agreement in their desire to exclude vacation rentals from the parcels in this request. The criteria of the County for a Vacation Rental Exclusion zone are handily met. It is respectfully requested that the County approve such exclusion zoning over the parcels in this application.

# Vicinity Map



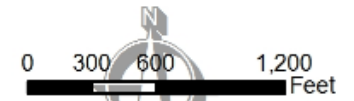


**General Plan Land Use**

- |                      |                               |   |
|----------------------|-------------------------------|---|
| Subject Parcels      | Diverse Agriculture           | Rural Residential                       |
| Land Use by Area     | Land Intensive Agriculture    | Recreation / Visitor-Serving Commercial |
| Planning Area Policy | Resources & Rural Development |   |

**Base Map Data**

- |                     |
|---------------------|
| Parcel              |
| Highways            |
| Intermittent Stream |
| Perennial Stream    |



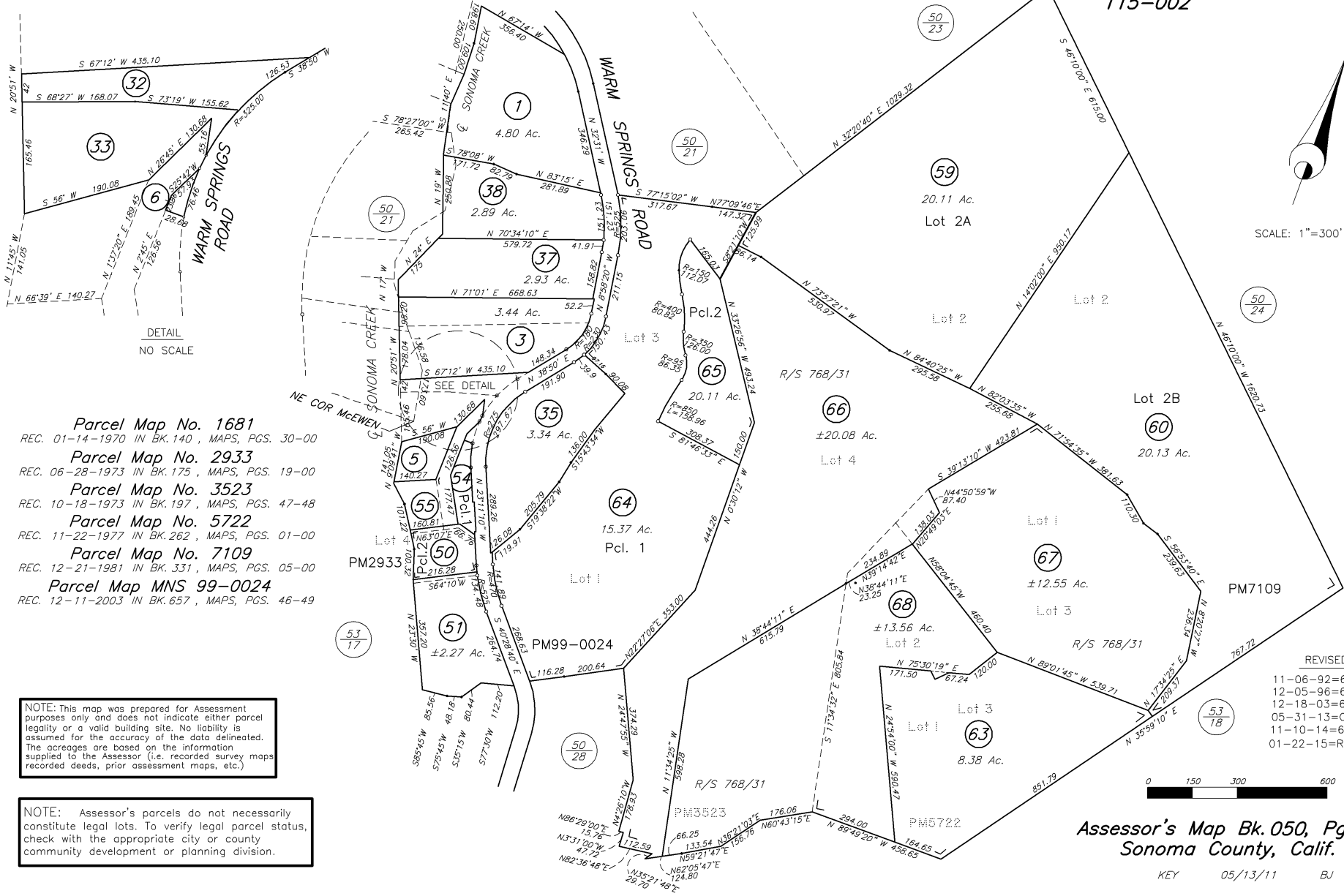
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Numbers on map indicate maximum density in Acres/Unit, except Urban Residential where numbers indicate Units/Acres.

# COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA  
115-002

050-22



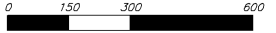
- Parcel Map No. 1681  
REC. 01-14-1970 IN BK. 140 , MAPS, PGS. 30-00
- Parcel Map No. 2933  
REC. 06-28-1973 IN BK. 175 , MAPS, PGS. 19-00
- Parcel Map No. 3523  
REC. 10-18-1973 IN BK. 197 , MAPS, PGS. 47-48
- Parcel Map No. 5722  
REC. 11-22-1977 IN BK. 262 , MAPS, PGS. 01-00
- Parcel Map No. 7109  
REC. 12-21-1981 IN BK. 331 , MAPS, PGS. 05-00
- Parcel Map MNS 99-0024  
REC. 12-11-2003 IN BK. 657 , MAPS, PGS. 46-49

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.



SCALE: 1"=300'



Assessor's Map Bk. 050, Pg. 22  
Sonoma County, Calif. (ACAD)

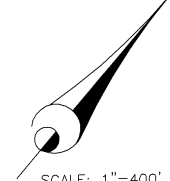
KEY 05/13/11 BJ

- REVISED
- 11-06-92=61-BF
  - 12-05-96=63-KT
  - 12-18-03=65-RM
  - 05-31-13=Cor-KB
  - 11-10-14=68-KR
  - 01-22-15=R/S-KB

# COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA  
158-004 158-009

053-18

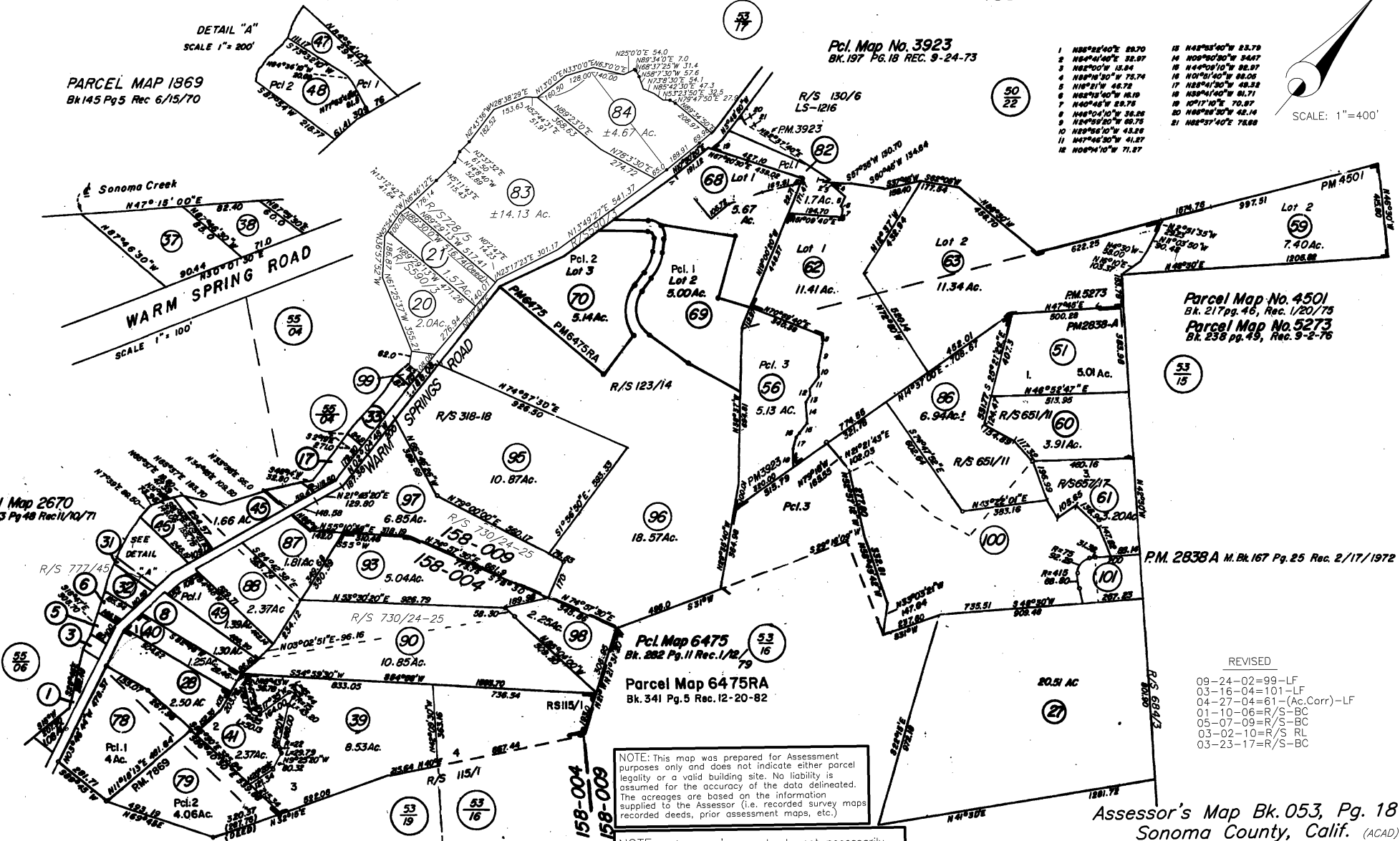


DETAIL "A"  
SCALE 1"=200'

PARCEL MAP 1869  
Bk.145 Pg.5 Rec. 6/15/70

Pcl. Map No. 3923  
Bk.197 Pg.18 Rec. 9-24-73

- |                      |                      |
|----------------------|----------------------|
| 1 N86°28'40"E 28.70  | 15 N48°35'40"W 23.78 |
| 2 N86°41'40"E 28.97  | 16 N08°00'30"W 34.67 |
| 3 N82°00'0"W 18.84   | 17 N44°01'0"W 28.97  |
| 4 N80°15'30"W 75.74  | 18 N05°14'0"W 62.05  |
| 5 N10°11'W 46.72     | 19 N86°41'30"W 48.58 |
| 6 N82°18'40"W 16.19  | 20 N89°41'00"W 81.71 |
| 7 N40°48'W 28.78     | 21 N07°17'10"E 70.97 |
| 8 N48°04'10"W 36.28  | 22 N89°48'30"W 42.14 |
| 9 N08°08'20"W 69.75  | 10 N89°06'10"W 43.88 |
| 11 N47°46'30"W 41.87 | 12 N08°41'0"W 71.87  |



Pcl. Map 2670  
Bk.163 Pg.48 Rec.11/10/71

Parcel Map No. 4501  
Bk. 217 pg. 46, Rec. 1/20/75  
Parcel Map No. 5273  
Bk. 238 pg. 45, Rec. 9-2-76

Pcl. Map 6475  
Bk. 282 Pg. 11 Rec. 1/12/79

Parcel Map 6475RA  
Bk. 341 Pg. 5 Rec. 12-20-82

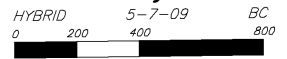
Parcel Map 7869  
Bk. 350 Pg. 24; Rec. 10/10/83

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

- REVISED
- 09-24-02=99-LF
  - 03-16-04=101-LF
  - 04-27-04=61-(Ac.Corr)-LF
  - 01-10-06=R/S-BC
  - 05-07-09=R/S-BC
  - 03-02-10=R/S RL
  - 03-23-17=R/S-BC

Assessor's Map Bk. 053, Pg. 18  
Sonoma County, Calif. (ACAD)



Resolution Number 17-

County of Sonoma  
Santa Rosa, California

May 4, 2017  
ZCE16-0013      Brian Keefer

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, FINDING THE PROJECT EXEMPT FROM CEQA AND RECOMMENDING APPROVAL TO THE BOARD OF SUPERVISORS OF THE ZONE CHANGE TO ADD THE VACATION RENTAL EXCLUSION (X) COMBINING ZONE AS REQUESTED BY MICHAEL B. MORRISON AND LYNDA MILLSPAUGH, DIANNE SNEDAKER, JACQUELINE MOORE, JANE K. MATHEWSON AND CHARLES MATHEWSON, KEITH JAMES HALE AND LINDA KAY HALE, JOSEPH R. BENZIGER AND DIANE E. BENZIGER, JOHN R PONS AND KATHRYN J. PONS, HELEN SCHULAK, GEOFFREY LEONARD AND SANDY LEONARD, KATHLEEN MARIE MCLEOD AND SCOTT MCLEOD, GAY B. MEYER, LYNNE DEEGAN-MCGRAW, JAMES ROACH AND JANET ROACH, JUDITH M. WEITZNER, AND GEORGE MEEKS AND S. ABIGAIL SMITH-MEEKS; FOR PROPERTIES LOCATED AT 10300, 10412, 10601, 10001, 10015, 10195, 10453, 10605, 11000, 10699, 10600, 10733, 10765, 10855, 10861 & 10867, AND 10995 SLATTERY ROAD AND 1790 WARM SPRINGS ROAD; APNS 050-220-059, 050-220-060, 050-220-063, 050-220-064, 050-220-065, 050-220-066, 050-220-067, 050-220-068, 053-180-027, 053-180-051, 053-180-059, 053-180-060, 053-180-061, 053-180-063, 053-180-086, 053-180-100, AND 053-180-101.

WHEREAS, the applicants, Michael B. Morrison and Lynda Millspaugh, Dianne Snedaker, Jacqueline Moore, Jane K. Mathewson and Charles Mathewson, Keith James Hale and Linda Kay Hale, Joseph R. Benziger and Diane E. Benziger, John R Pons and Kathryn J. Pons, Helen Schulak, Geoffrey Leonard and Sandy Leonard, Kathleen Marie Mcleod and Scott Mcleod, Gay B. Meyer, Lynne Deegan-McGraw, James Roach and Janet Roach, Judith M. Weitzner, and George Meeks and S. Abigail Smith-Meeks, filed an application with the Sonoma County Permit and Resource Management Department to rezone 180 acres by adding the Vacation Rental Exclusion (X) Combining Zone, on 17 parcels located at 10300, 10412, 10601, 10001, 10015, 10195, 10453, 10605, 11000, 10699, 10600, 10733, 10765, 10855, 10861 & 10867, and 10995 Slattery Road and 1790 Warm Springs Road; APNS 050-220-059, 050-220-060, 050-220-063, 050-220-064, 050-220-065, 050-220-066, 050-220-067, 050-220-068, 053-180-027, 053-180-051, 053-180-059, 053-180-060, 053-180-061, 053-180-063, 053-180-086, 053-180-100, and 053-180-101; Supervisorial District No. 1; and

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on May 4, 2016, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission recommends that the Board of Supervisors find the project exempt from CEQA.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:



1. The project is exempt from CEQA pursuant to Section 15061(b)(3), in that no physical changes or changes in use are proposed that could have an effect on the environment.
2. The proposed rezoning is consistent and compatible with the Sonoma County General Plan in that it will limit the loss of existing housing stock to visitor serving uses as encouraged by General Plan Housing Element Objective HE-1.5.
3. The addition of the Vacation Rental Exclusion (X) Combining Zone is consistent with the Zoning Code based on the following facts. The particular circumstances in this case are:
  - a. The subject parcels have inadequate road access to support further vacation rental use;
  - b. Housing stock will be protected from conversion of visitor serving uses;
  - c. The subject site is in a high fire hazard area, which would be worsened by vacation rental use;
  - d. The residential character of the area would be protected by excluding vacation rentals.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors approve the requested Zone Change.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved for its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:      Noes:      Absent:      Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 39**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** March 20, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Melinda Grosch 707-565-2397

**Supervisorial District(s):**

Second

**Title:** Minor Subdivision of lands under a Land Conservation (Williamson) Act Contract creating one parcel and a designated remainder; owned by Ernest Deniz et al; MNS15-0006.

### **Recommended Actions:**

Adopt a Resolution adopting the Mitigated Negative Declaration and approving the Minor Subdivision with Conditions of Approval for lands subject to a Land Conservation Act Contract for property located at 1925 Lynch Road, Petaluma; APN 137-100-013.

### **Executive Summary:**

Staff recommends approval of the Minor Subdivision of lands currently under a Land Conservation Act Contract. Minor Subdivisions of lands under a Land Conservation Contract require that the Board of Supervisors find the resultant parcels would sustain agricultural use and individually meet the requirements of the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones*. The Project Review and Advisory Committee reviewed the Conditions of Approval and recommended approval of the Minor Subdivision.

### **Discussion:**

#### **Project Description:**

The request is for a Minor Subdivision of 168 acres creating a 40 acre lot and a 128 acre Designated Remainder. The parcel is currently under a Land Conservation (Williamson) Act Contract for grazing land. The purpose of the subdivision is for estate planning.

The proposed 40 acre parcel is developed with the existing ranch complex consisting of a house, several barns, a carport, and un-irrigated hay fields. The property is served by a private well and septic system. Lynch Road cuts through the middle of the existing parcel and will be the easterly property boundary of the proposed parcel. The Designated Remainder is unimproved and is used for cattle grazing with a few cattle feeding stations. The Designated Remainder will be 128 acres in size. The headwaters of a small ephemeral stream that eventually feeds into Willow Creek arise on the west side of the property. Lynch Creek runs along the eastern property line.

**Project Location and Zoning:**

The affected parcel is 0.84 miles east of the Corona Road and Adobe Road intersection and is located approximately 1.4 miles north of Petaluma on Lynch Road off of Adobe Road.

The Zoning designation is DA (Diverse Agriculture) with a density of 40 acres per dwelling unit and a 3 acre minimum parcel size. The following combining districts apply: Z (Accessory Dwelling Unit Exclusion), LG/MTN (Local Guidelines/Taylor/Sonoma/Mayacamas Mountains), RC 50/50 (Riparian Corridor 50 foot setback for structures/50 foot setback for agriculture), SR (Scenic Resources), and VOH (Valley Oak Habitat).

**Land Conservation Act:**

Uniform Rule 10.0 of the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* requires the Board to make specific findings in order to approve a subdivision of land subject to a Land Conservation Act Contract. The Board must find that the parcels are consistent with the General Plan and Zoning Designations, meet the minimum parcel size and income generation requirements, are devoted to an agricultural use, and will qualify for a contract in their own right allowing them to be placed under their own contracts after the subdivision records. The project is consistent with all of the required findings which are described completely in the attached draft resolution (Attachment A).

**Staff Recommendation:**

Staff recommends the Board make all required findings based on the facts contained in the Resolution, adopt the Mitigated Negative Declaration, and approve the proposed Subdivision subject to the attached Conditions of Approval. Parcel 1 and the Designated Remainder will continue to be devoted to a qualifying agricultural use. Conditions of Approval require that prior to recording the Tentative Map for the Subdivision, the property owners of Parcel 1 and the Designated Remainder submit the appropriate applications and filing fees to rescind and replace the existing contract with two new Land Conservation Contracts for Parcel 1 and the Designated Remainder. Once the Tentative Map has been recorded, then the County can proceed with preparation of the new contracts, and include the new legal descriptions for each parcel.

**Prior Board Actions:**

None

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

The Board of Supervisors has endorsed the continuation of the County’s agricultural preserve program to preserve a maximum amount of the limited supply of agricultural, open space, scenic, and critical habitat lands within the county, to discourage premature and unnecessary conversion of such lands to urban land uses, to promote vitality in the agricultural economy, and to ensure an adequate, varied, and healthy supply of food and fiber for current and future generations. The purpose of the Minor Subdivision is for estate planning purposes which will keep the agricultural family on the land. In addition, the rescission and replacement of Land Conservation Act Contracts for both resulting parcels will facilitate further agricultural investment and support agricultural viability and help preserve open space land in Sonoma County.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
None. The applicant pays for the costs of processing the application. The subject parcel is currently under a Land Conservation Act Contract and after the Minor Subdivision the two new parcels will be under replacement contracts. There will be no new fiscal impacts as a result of this action.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Draft Board of Supervisors Resolution with Attachment A: Conditions of Approval Attachment B: Proposal Statement Attachment C: Assessor’s Parcel Map Attachment D: Tentative Map Attachment E: Mitigated Negative Declaration			

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

Full Sized Tentative Map



County of Sonoma  
State of California

Date: March 20, 2018

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

MNS15-0006 Melinda Grosch

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Adopting A Mitigated Negative Declaration And Granting The Request By Ernest Deniz Et Al  
For A Minor Subdivision Of Property Located At 1925 Lynch Road, Petaluma:**

**APN 137-100-013.**

**Whereas**, the applicant Ernest Deniz Et Al, filed an application with the Sonoma County Permit and Resource Management Department for a Minor Subdivision of a 168 acre parcel subject to a Land Conservation Act Contract into a 40 acre parcel and a 128 acre Designated Remainder for property located at 1925 Lynch Road, Petaluma: APN 137-100-013; Zoned DA (Diverse Agriculture) with a density of 40 acres per dwelling unit and a 3 acre minimum parcel size and the following combining districts: Z (Accessory Dwelling Unit Exclusion), LG/MTN (Local Guidelines/Taylor/Sonoma/Mayacamas Mountains), RC 50/50 (Riparian Corridor 50 foot setback for structures/50 foot setback for agriculture), SR (Scenic Resources), and VOH (Valley Oak Habitat); Supervisorial District No. 2; and

**Whereas**, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 11-0678); and

**Whereas**, in accordance with the provisions of law, the Board of Supervisors held a public hearing on March 20, 2018 at which time all interested persons were given an opportunity to be heard; and

**Whereas**, the purpose of the Minor Subdivision is to create a parcel for estate planning purposes for the owner's daughter; and

**Whereas**, Uniform Rule 10 of the *Uniform Rules* requires that the Board of Supervisors make certain findings before granting approval of a subdivision of land under a Land Conservation Act Contract.

**Now, Therefore, Be It Resolved** that the Board of Supervisors makes the following findings:

1. The subdivision creates one 40 acre lot and a Designated Remainder from a 168 acre parcel which is consistent with the General Plan land use designation of Diverse Agriculture with a maximum allowable density of 40 acres per dwelling unit. The subdivision is consistent with General Plan goals, policies and objectives, specifically General Plan policy AR-8c which requires the lots to meet certain minimum parcel size and income requirements as noted in #4 below.
2. The subdivision is consistent with the DA (Diverse Agriculture) Zoning Designation and minimum parcel size requirement of the zoning district in that the parcel is used as grazing land.
3. The subdivision complies with the adopted *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* because it has been demonstrated that:
  - a. Each parcel will be devoted to a qualifying agricultural use. Of the 40 acre parcel 39 acres will be used for hay and cattle grazing and the 128 acre Designated Remainder will continue to be used for cattle grazing and hay production;
  - b. Each parcel will meet the minimum parcel size of (10 acres for Prime Contracts and 40 acres for Non-Prime Contracts) for the type of contract. The proposed Lot 1 is 40 acres with a dwelling and various barns hay and grazing uses will be eligible for a Non-Prime Contract. The Designated Remainder with its hay and grazing uses, will be 128 acres and will also be eligible for a Non-Prime Contract;
  - c. Each parcel will individually meet the minimum income requirement. For a Non-Prime Land Conservation Act contract, the minimum income is not less than \$2,000.00 gross total income per farm operation and \$2.50 gross income per acre of production. The estimated income for the 40 acre parcel being created is \$2,400.00 per year while the 128 acre Designated Remainder is estimated at \$7,680.00 per year.
  - d. Each parcel will qualify for and remain under a Land Conservation Act Contract. After the subdivision both the 40 acre parcel and the Designated Remainder will individually meet all requirements for replacement contracts. All non-agricultural uses are compatible uses confined to no more than 15% of the parcel or 5 acres, whichever is less. For both parcels the 5 acre maximum applies. Currently the 40 acre parcel is developed with a single family dwelling occupied by the farming family. The dwelling is located adjacent to a barn for hay storage and sheds, small barns, and

corrals which are used in the dairy cow operation. The entire area is roughly 3.3 acres which is less than 5 acres. The 128 acre Designated Remainder is currently undeveloped. Future structures would be evaluated for their compliance with the Land Conservation Act Contract restrictions.

- e. No land will be removed from the Land Conservation Act program.
- 4. The subdivision complies with Section 66474.4 of the Subdivision Map Act pertaining to land under an existing California Land Conservation Act Contract, referred to as a Williamson Act contract, because (1) the resulting parcels would be large enough to sustain continued agricultural use, (2) each parcel meets or exceeds the minimum lot size, (3) each parcel meets or exceeds the minimum income requirements for a commercial agricultural operation, and (4) the subdivision would not result in residential development that is not incidental to the agricultural operation.
- 5. Uniform Rule 9.0 of the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones requires that the owner of the contracted land apply for rescission of the existing contract and simultaneous replacement of that contract with a separate new contract for each parcel resulting from the subdivision. The conditions of approval include this requirement.

**Be It Further Resolved** The subdivision complies with the Subdivision Map Act (Government Code Sections 66410 through 66499.58). Specifically, the tentative map complies with Section 66474 of the Subdivision Map Act because (1) the subdivision design is consistent with the applicable objectives, goals, and policies of the General Plan, (2) the site is physically suitable for the development, (3) the subdivision will not cause substantial environmental damage or injure fish or wildlife or their habitat, (4) the subdivision is not likely to cause serious public health problems, and (5) the design of the subdivision will not conflict with public easements.

**Be It Further Resolved** Based upon the information contained in the Initial Study included in the project file, it has been demonstrated that there will be no significant environmental effect resulting from this project, provided that mitigation measures are incorporated into the project. The Mitigated Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.

**Be It Further Resolved** that the Board of Supervisors hereby grants the request by Ernest Deniz Et Al For A Minor Subdivision subject to the Conditions of Approval in Attachment "A," which includes a condition to rescind and replace



the existing Land Conservation Act Contract.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**SONOMA COUNTY BOARD OF SUPERVISORS**  
**Conditions of Approval**  
**Attachment A**

<b>Staff:</b>	Melinda Grosch	<b>Date:</b>	March 20, 2018
<b>Applicant:</b>	Ernie Deniz	<b>File No.:</b>	MNS15-0006
<b>Owner:</b>	Ernie Deniz	<b>APN:</b>	137-100-013
<b>Address:</b>	1925 Lynch Road, Petaluma		

**Project Description:** A Minor Subdivision of 168 acres creating a 40 acre lot and a Designated Remainder. The parcel is currently under a Land Conservation (Williamson) Act Contract for grazing land.

**GENERAL:**

1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50.00 (or latest fee in effect at time of payment) for County Clerk processing, and \$2,280.75 (or latest fee in effect at time of payment) because a Mitigated Negative Declaration was prepared, for a **total of \$2,330.75 made payable to Sonoma County Clerk** and submitted to Permit Sonoma. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.
2. These conditions must be met and the application validated within 24 months (*from the Board of Supervisors Hearing*) unless a request for an extension of time is received before the expiration date.
3. NOTE: The Board of Supervisors hereby finds that the lands designated on the tentative map as "remainder parcel" or "designated remainder" are not included within the boundaries of the subdivision shown on the map and, therefore, any claim or right to certificates of compliance on such lands shall not be affected by the approval and recordation of the map.
4. NOTE: Prior to recording the map the applicant's surveyor shall provide proof to the County Surveyor satisfactorily showing that the designated remainder is at least 5.0 acres in size. If said proof is not shown, it shall be surveyed and shown on the parcel map.

**BUILDING:**

5. A grading permit shall be obtained from Permit Sonoma prior to the start of any earthwork, unless exempted under the most recent California Building Code (CBC). The grading plan, prepared by a civil engineer who is registered by the State, shall be submitted for review and approval by Permit Sonoma prior to grading permit issuance. Any structures to be constructed as part of the required grading, such as retaining or sound walls, shall require separate building applications and permits.
6. Mitigation GEO-1  
NOTE ON MAP: "All earthwork, grading, trenching, backfilling and compaction operations shall be conducted in accordance with the County Subdivision Ordinance (Chapter 25, Sonoma County Code) and erosion control provisions of the Drainage and Storm Water Management Ordinance (Chapter 11, Sonoma County Code) and Building Ordinance (Chapter 7, Sonoma County Code).

All construction activities shall meet the California Building Code regulations for seismic safety (i.e., reinforcing perimeter and/or load bearing walls, bracing parapets, etc.). Construction plans shall be subject to review and approval of Permit Sonoma prior to the issuance of a building permit. All work shall be subject to inspection by Permit Sonoma and must conform to all applicable code requirements and approved improvement plans prior to the issuance of a

certificate of occupancy.”

**Mitigation Monitoring GEO-1**

Building/grading permits for ground disturbing activities shall not be approved for issuance by Project Review staff until the above notes are printed on applicable building, grading and improvement plans. The applicant shall be responsible for notifying construction contractors about code requirements.

**7. Mitigation GEO-2**

Prior to recording the map the following note is required.

NOTE ON MAP: “A detailed geotechnical study must be performed prior to construction. The study shall be prepared for a specific design and location and include test borings or backhoe pits, laboratory testing, and engineering analyses. The data should be incorporated into the project specific plans. The plans should then be reviewed by the geotechnical engineer. All data and engineering work shall be submitted with the plans when applying for a grading, building, or septic permit from the Permit and Resource Management Department.”

**Mitigation Monitoring GEO-2:**

The Project Review Planner shall review the map to ensure that the note is shown correctly on the map.

**8. Mitigation GEO-3:**

Prior to recording the map the following note is required.

NOTE ON MAP: “For new construction roof runoff shall be collected and disposed of into a storm drain system. Downspouts on new construction shall be discharged into pipes that carry water away from buildings and into energy dissipators such as rip-rap, gabions, or other equivalent energy dissipating measures. Subsurface seepage shall be controlled with perimeter foundation drains or accentuated positive drainage around structures. A copy of the site specific geotechnical report for each new structure shall be provided with the construction plans.”

**Mitigation Monitoring GEO-3**

The Building Section shall review the map to ensure that the note is shown correctly on the map.

**SURVEYOR:**

9. A Parcel Map/Final Map, as defined in the State Subdivision Map Act and prepared by a licensed surveyor or civil engineer, showing, All Parcels, shall be filed with the Sonoma County Surveyor. Upon recording of the map, the Subdivision is valid.
10. This subdivision was approved and a finding of site suitability was made based on the affirmative representation of the subdivider or applicant that he has the necessary public utility easements to serve the proposed subdivision. Without this representation, the subdivision would not have been approved. Applicant shall provide the recorded documents to the County Surveyor satisfactorily showing that he has the above public utility easements or letters from all necessary public utilities shall be submitted showing their ability to serve the proposed subdivision and evidence indicating that a satisfactory agreement has been entered into for such service. If proof of the necessary public utility easements is not shown, no subdivision map shall be recorded. The County will not exercise its power of eminent domain to condemn the necessary public utility easements if none exists.
11. NOTE ON MAP: “The Designated Remainder may be subject to a Conditional Certificate of Compliance at the time of sale, lease or finance.

**HEALTH:**Septic:

12. To insure compliance with current State and Federal regulations at the time of recording the map, additional requirements may be imposed by Permit Sonoma to supplement sewage disposal conditions listed below as required by government Code section 66498.6 (b). Note that Well and Septic fees are separate from planning fees, and Well and Septic charges per parcel fees for each individual step (pre-perc, percolation testing, wet weather groundwater, plan check, operating permit, etc.).
13. Prior to recording the map, on Parcel 1 and the Designated Remainder, the applicant shall provide evidence of soils suitable for subsurface sewage disposal to the Permit Sonoma Well and Septic Section. This will include, but not be limited to, soil profiles and percolation tests done in accordance with current standards of the Well and Septic Section. The work must be certified by a State Registered Civil Engineer, Environmental Health Specialist or Geologist, refer to this subdivision number, and shall be submitted to the District Specialist.
14. Prior to recording the map, the applicant shall provide by means of a (topographic) Plot Plan drawn to a 1"=20' scale, that the Designated Remainder contains sufficient area to accommodate a three-bedroom private sewage disposal system and a 200% unencumbered future reserve area. The plan shall include the location of any existing and potential domestic well site(s). Location of neighboring wells and septic systems within 150 feet of the proposed lots shall be shown, as well as existing and proposed driveways, grading cuts, and drainage ways. The plan is to be prepared by a registered Civil Engineer or Environmental Health Specialist and submitted to the Permit Sonoma Well and Septic Section. This condition may be modified or waived by the Permit Sonoma Well and Septic Section if the consultant can clearly demonstrate that adequate primary and reserve area is available.
15. NOTE ON MAP: "All future sewage disposal system repairs involving the sewage disposal area (not the septic tank, risers, sump, solid transmission lines or distribution boxes) shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated with the approval of Permit Sonoma Well and Septic staff and without a Certificate of Modification, if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area."
16. NOTE ON MAP: "The area tested for sewage disposal and shown on this map shall be reserved for the construction of future on-site wastewater disposal systems and shall not be encumbered by buildings, roads, soil borrow pits, ponds, parking lots, water wells, easements, or any use incompatible with use as an on-site wastewater disposal system, unless an alternative sewage disposal location on the parcel of similar capability has been tested and accepted by the County as suitable to provide wastewater disposal for a new dwelling, or unless the parcel has been connected to public sewer service."
17. Prior to recording the map, the area tested for sewage disposal shall be shown on the map and shall be free of all encumbrances (building envelopes, roads, easements, etc.).
18. A check print of the map shall be submitted to the County Surveyor who will forward it to the Project Review Health Specialist for review and approval of the Health map notes prior to recording the map.
19. Prior to recording the map, the location, type and proper function of the septic system on Parcel 1 shall be verified by a registered Civil Engineer, registered Environmental Health Specialist or C-42 contractor. Septic systems lacking a permit shall be replaced with a permitted system meeting

all current standards. Repairs of existing permitted septic systems may be required based on inspection reports. The septic system repairs must meet a minimum of the new system standards in effect at the time of the existing septic system permit and be within the Designated Reserve areas. If reserve areas were not designated (pre-July of 1978 permits), the septic system shall be repaired to a minimum of Class 3 Standards. All repairs shall be done under permit of this department. The septic system must be located upon the same lot as the house being served by that septic system. The septic system may not serve additional dwelling units on other lots.

20. Prior to recording the map, demonstrate 200% future reserve area in accordance with current septic system standards (including percolation tests) on Parcel 1. The applicant shall provide by means of a (topographic) Plot Plan drawn to a 1"= 20' scale, that sufficient area to accommodate a 200% unencumbered future reserve area is present. The reserve area shall be sized for a three-bedroom private sewage disposal system, or the number of existing bedrooms, whichever is greater. If the parcel is not served by public water, the plan shall include the location of any existing and potential domestic well site(s). Location of neighboring wells and septic systems within 150 feet of the proposed lots must be shown, as well as existing and proposed roadways, driveways, grading cuts, and drainage ways (including roadside/driveway ditches). The plan is to be prepared by a registered Civil Engineer or Environmental Health Specialist and submitted to the District Specialist. This condition may be modified or waived by the Permit Sonoma Well and Septic Section if the consultant can clearly demonstrate that adequate reserve area is available.
21. If Subdivision Improvement Plans are submitted, prior to recording the map, one additional copy of Subdivision Improvement Plans shall be submitted to the Survey and Land Development Section for Well and Septic Section review (fees apply). Subdivision Improvement Plans shall show the outline of all existing and proposed septic tanks, sumps, wastewater disposal areas, reserve wastewater disposal areas and water wells within 100 feet of the proposed on-site and off-site improvements. Any subdivision improvement requiring a cut three feet or deeper within 100 feet of a septic system component shall dimension that distance on the Improvement Plans. All setbacks to existing and proposed septic systems (including septic system reserve areas) shall be met prior to recording the map.
22. NOTE ON MAP: "All private sewage disposal systems shall be designed by a registered Civil Engineer or Registered Environmental Health Specialist" shall be shown on the lots of the map where test results indicate that a system requires such a design.
23. Prior to recording the map, for a mound, pressure distribution, pretreatment units, at-grade, filled land, or shallow sloping sewage system, the applicant shall submit to the Project Review Health Specialist an approved form of Declaration of Restrictions with either a Grant Deed/Straw Transfer or Owner's Statement on the map. Approval by the Project Review Health Specialist of the Draft Declaration of Restrictions form shall be obtained prior to signature and notarization.
24. NOTE ON MAP: "Prior to major grading, landscaping or location of ponds, contact should be made with the Permit Sonoma Well and Septic Section with regard to protection of the septic system and reserve area."

Water:

25. Prior to recording the map, in accordance with Chapter 25, Sonoma County Code. At least one gallon per minute for each dwelling unit shall be demonstrated.
26. The March 30, 2017 WR-2e Geological Report indicated favorable water availability, therefore, test wells will not be required prior to recording the map.
27. Prior to recording the map, appropriated water rights approval shall be obtained from the State Water Resources Control Board, Division of Water Rights, for use of any well serving subdivided lots which draw water from the underflow of a perennial stream.

28. NOTE ON MAP: “Prior to occupancy, Lot 1 and Designated Remainder shall be provided with a separate water supply meeting all current standards for annular seal and setbacks.”
29. Prior to recording the map, the well water shall be tested by a California State certified laboratory and found to meet California State and Federal standards for arsenic and nitrate contamination. If contamination exceeding the arsenic and nitrate standards is found, the applicant will be required to treat the well per County requirements and re-test the well. If the contamination cannot be cleared from the well, destruction under permit of this Department may be required. As an alternative to the well destruction, the applicant may initiate a permanent water treatment program subject to California State Water Resources Control Board or Sonoma County requirements. An acceptable water source shall be demonstrated for each lot.
30. Prior to recording the map, a bacteriological sample from the proposed water source shall be analyzed for total coliform and E. coli by a California State certified laboratory. Samples shall be clearly marked to indicate which wells have temporary pumps installed for the purpose of collecting the sample. Wells with temporary pumps for sampling shall meet the State standard for E. coli, and all other water sources shall meet California State drinking water standards for total coliform and E. coli. If analysis does not meet the applicable standard, the applicant will be required to disinfect the well per County requirements and re-test the well. A copy of the analysis shall be submitted to the Project Review Health Specialist.
31. Prior to recording the map, provide the Project Review Health Specialist with a copy of the Drillers Log for the existing well to verify a minimum of a 20-foot annular seal (the property owner may access existing confidential State records by calling the Department of Water Resources at 916-376-9612). If it is not possible to demonstrate that the well meets minimum construction standards and setbacks a replacement well may be required. Water System Standards for pressure and flow (5gpm/25psi for two hours).
32. In accordance with Government Code 66424.6, the applicant shall enter into an agreement to complete all on-site wastewater disposal and water supply requirements applicable to the Designated Remainder or the omitted parcel; or the applicant shall record a Conditional Certificate of Compliance on the Designated Remainder concurrent with recording the map; or the applicant shall complete all of the on-site wastewater disposal and water supply requirements applicable to the Designated Remainder prior to recording the map.

#### **GRADING AND STORM WATER:**

33. NOTE ON MAP: “Prior to issuance of a grading or building permit, the property owner shall submit any and all required grading/site plans and drainage reports for proposed work to the Permit Sonoma for review. Grading/site plans shall clearly indicate the nature and extent of the proposed work and include erosion prevention/sediment control measures, details, notes, and specifications to prevent damages and to minimize adverse impacts to the environment. Drainage improvements shall be designed in accordance with the Sonoma County Water Agency Flood Control Design Criteria, to maintain off-site natural drainage patterns, and to limit post-development storm water levels and pollutant discharges in compliance with Permit Sonoma's best management practices guide. Grading and drainage improvements shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations.”
34. Mitigation Measure BIO-1  
A riparian (streamside conservation area) line shall be established which delineates the potential 50 foot setback from the top of the highest bank (on each side of the stream) along the ephemeral stream named “Lynch Creek” on the east side of the Designated Remainder. The label “Potential Riparian Setback” shall be added to this setback on the Designated Remainder.

On Parcel One the riparian setback shall be shown as 50 feet from the top of the highest bank for

the tributary to Willow Brook on the western side of the parcel. The applicant shall demonstrate that the creek setback will include the area of riparian vegetation and expand if necessary. Riparian vegetation is that vegetation related to or in close proximity of the waterway.

NOTE ON MAP: “The Riparian setback line shown on the map prohibits activities (structures, roads, utility lines, parking lots, lawns, grading, fill, excavation, agricultural uses, etc.) within the creek setback, unless a waiver is granted per Section 26-65 RC Riparian Corridor Combining Zone of the zoning ordinance. The “Potential Riparian Setback” shown on the Designated Remainder has not been officially established by determining where the highest bank is or the actual extent of the resulting setback.”

#### Mitigation Monitoring BIO-1

The Grading and Storm Water staff shall review the map prior to recordation to ensure that the setback line and note are shown correctly.

35. NOTE ON MAP: “Property owners shall be responsible for obtaining information, permits, or waivers from local, state or federal agencies that regulate work in or near waterways.”
36. Any waterway setbacks, including but not limited to building setbacks, grading setbacks, or riparian corridor setbacks, shall be clearly shown and noted on the subdivision map.
37. NOTE ON MAP: “All structures requiring a building permit or an agricultural exemption shall adhere to a building setback line measured, from the toe of the stream bank outward, a distance of 2.5 times the height of the stream bank plus 30 feet, or 30 feet outward from the top of the stream bank, whichever distance is greater. If the top of the stream bank cannot be determined by visual analysis, then the building setback line shall be determined by hydraulic analysis. The 50 foot Riparian Corridor setback established for blue line streams must be maintained for those streams unless this measurement is greater.”
38. NOTE ON MAP: “Grading and land disturbance shall be setback from all drainages that do not have the RC zoning designation a minimum of 25 feet from the top of the stream bank.”

#### **TRANSPORTATION AND PUBLIC WORKS:**

39. The Applicant shall offer right-of-way to the County of Sonoma, free of encumbrances and of sufficient width, as necessary to create a twenty-five (25) foot wide public right-of-way over the full length of Parcel 1, as measured from the existing Lynch Road pavement centerline. This condition shall be void if the existing right-of-way meets, or exceeds, the minimum requirement(s) described above.
40. Right-of-Way shall be dedicated for public use on the face of the parcel map.

#### **FIRE AND EMERGENCY SERVICES:**

41. NOTE ON MAP: “Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites, addressing, water storage for fire fighting, and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to Permit Sonoma from the County Fire Marshal/Local Fire Protection District.”

#### **PLANNING:**

42. Dedication of parkland or payment of fees, in lieu of dedication, shall be paid prior to recordation of the Parcel Map. Alternatively, at the request of the subdivider, fees may be paid prior to issuance of building permits for new residential construction on each lot. If fees are intended to be paid prior to issuance of building permits, the following NOTE shall be placed on the Parcel Map:

NOTE ON MAP: "New residential construction on these parcels is subject to payment of parkland fees in accordance with Section 25-58 et. seq. of the Sonoma County Subdivision Ordinance. Evidence that fees are paid shall be provided to the Regional Parks Department prior to the issuance of building permits."

43. If it is determined by survey prior to recordation of the Parcel Map that adequate land is not available to meet General Plan and Zoning densities, then the number of lots must be reduced in order to comply with required densities.
44. Prior to building permit issuance or prior to exercising this approval, whichever comes first, the property owners shall execute and record a Right-to-Farm declaration on a form provided by Permit Sonoma.
45. NOTE ON MAP: "Agricultural activities occur in the area and noise, dust, odor, smoke and pesticide use may occur and are consistent with the Sonoma County General Plan Land Use designation for the area."
46. Prior to submitting the subdivision check print maps to the County Surveyor, the applicant shall submit, to Permit Sonoma - Project Review Division, a Condition Compliance Review Fee deposit (amount to be determined consistent with the ordinance in effect at that time). This "At Cost" fee is a minimum deposit and condition compliance is charged on an actual cost basis. Should the actual costs exceed the amount of the fee, the applicant will be billed for additional costs. In addition, the applicant shall also pay any application processing fees that have exceeded the initial deposit fee to process the subdivision application.
47. Prior to recordation of the Parcel Map the property owners shall submit all application materials and applicable filing fees to rescind and replace the existing Non-Prime Land Conservation Act Contract with two new Land Conservation Act Contracts. Once the Parcel Map has recorded, Permit Sonoma can proceed with processing the new contracts.
48. Mitigation Measure CUL-1  
All building and/or grading permits shall have the following note printed on plan sheets:

NOTE ON MAP: "If paleontological resources or prehistoric, historic or tribal cultural resources are encountered during ground-disturbing work, all work in the immediate vicinity shall be halted and the operator must immediately notify the Permit Sonoma – Project Review staff of the find. The operator shall be responsible for the cost to have a qualified paleontologist, archaeologist or tribal cultural resource specialist under contract to evaluate the find and make recommendations to protect the resource in a report to Permit Sonoma. Paleontological resources include fossils of animals, plants or other organisms. Prehistoric resources include humanly modified stone, shell, or bones, hearths, firepits, obsidian and chert flaked-stone tools (e.g., projectile points, knives, choppers), midden (culturally darkened soil containing heat-affected rock, artifacts, animal bone, or shellfish remains), stone milling equipment, such as mortars and pestles, and certain sites features, places, cultural landscapes, sacred places and objects with cultural value to a California Native American tribe. Historic resources include all by-products of human use greater than fifty (50) years of age including, backfilled privies, wells, and refuse pits; concrete, stone, or wood structural elements or foundations; and concentrations of metal, glass, and ceramic refuse.

If human remains are encountered, work in the immediate vicinity shall be halted and the operator shall notify Permit Sonoma and the Sonoma County Coroner immediately. At the same time, the operator shall be responsible for the cost to have a qualified archaeologist under contract to



evaluate the discovery. If the human remains are determined to be of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification so that a Most Likely Descendant can be designated and the appropriate measures implemented in compliance with the California Government Code and Public Resources Code.”

Mitigation Monitoring CUL-1

Building/grading permits shall not be approved for issuance by Project Review staff until the above notes are printed on the building, grading and improvement plans.

49. All grading and development on site shall be done in compliance with the County Tree Protection Ordinance, including protection of trees during construction with a chain link fence at the dropline, and replacement of damaged or removed trees. The projects grading and landscape plans shall detail all tree protection implementation measures.

Permit Sonoma shall not sign off the grading or building permit for issuance until the project grading and landscape construction documents clearly show all tree protection measures (as required in the County Tree Protection Ordinance). Permit Sonoma Project Review staff shall not sign off the grading or building permit for occupancy until a site inspection has been conducted, and the applicant has provided written verification from the project’s landscape architect or contractor, that the tree protection measures were complied with.

50. Mitigation VIS-1.: Building envelopes were located during a site visit on July 3, 2017. Building envelopes with dimensions shall be shown on the Map as identified during the site visit. The envelopes shall be dimensioned and have ties to the parcel boundaries so that they can be established in the field.

NOTE ON MAP: “Building envelopes and/or building setback lines shown on this map shall apply to residential construction on this site. Agricultural structures, both existing and future, may be located outside the envelopes. All standard setbacks will apply to buildings constructed outside the envelopes.”

Mitigation Monitoring VIS-1:

Prior to recording the Parcel Map, the Project Planner shall ensure that the building envelopes are shown on the Parcel Map Check Print with dimensions that will allow them to be established in the field from the map.

51. NOTE ON MAP: “Modification of the building envelopes can only be accomplished through a Certificate of Modification which addresses visual resources and geological hazards.”
52. NOTE ON MAP: “Affordable housing requirements apply to each residential lot pursuant to Section 26-89-040 F of the Sonoma County Code. Each nonexempt residential unit shall pay an in-lieu affordable housing fee at the time of issuance of the building permit, unless a building permit for a qualifying affordable unit is approved prior to or concurrent with the building permit for the nonexempt residential unit.”
53. The Director of Permit Sonoma is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to Permit Sonoma demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. Permit Sonoma shall consult with affected departments and agencies and may require an application for modification of the approved Tentative Map. Changes to conditions that may be authorized by Permit Sonoma are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from Permit Sonoma, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

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PRAC Action: November 2, 2017 the Project Review and Advisory Committee reviewed the conditions and recommended approval of the Minor Subdivision and Conditions of Approval.

# PROJECT PROPOSAL STATEMENT

## Minor Subdivision

The Lands of Ernest Deniz, commonly known as 1925 Lynch Road (APN 137-100-013), Petaluma.

This is a request for a Minor Subdivision of the Lands of Ernest Deniz, described by document recorded December 28, 2012 under Document Number 2012-133842, Sonoma County Records, APN 137-100-013, to split the existing 168 acre parcel into two (2) parcels of approximately 40 acres and 128 acres. The current zoning of the parcel is DA B-6 40/3.

The existing parcel slopes generally down from Lynch Road, an existing paved road (which cuts across the parcel in a North-South direction) on both sides to the West and East at slopes ranging from 2-15%. The terrain is grassland with a scattering of trees; primarily oak, bay, eucalyptus, and madrone. The lot is presently accessed via Lynch Road, and both proposed parcels would be accessed in the same way. There are one (1) existing residence, one (1) existing carport, and two (2) existing barns on the parcel at this time. The residence is served by an existing private water well and private septic system. The purpose of this minor subdivision is to place the existing home and its appurtenant facilities on one of the proposed parcels. The "Tentative Map" included shows outlines of potential septic areas for both proposed parcels.

The existing parcel is currently in contract under the Williamson Act/California Land Conservation Act. The two proposed parcels will each apply for a new Williamson Act contract.

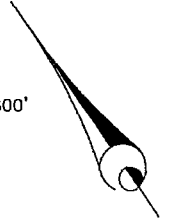
The parcels are and will be served by the Ranch Adobe Fire Protection District. No other significant fire hazard has been identified on or immediately adjacent to the property. The adjacent developed properties contain residential buildings and landscaping which are not anticipated to provide any additional fire hazard.

# COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA  
175-003  
3-030

137-

SCALE: 1"=800'



East Edge 50' Hardin Lane

1	S80°14'12"W	48.12
	R=163.62	L=100.92
	S44°55'52"W	307.49
	R=184.75	L=105.41
5	S8°14'22"W	18.33
	R=177.25	L=107.45
	S26°29'37"E	340.89
	R=295.14	L=84.48
	S14°14'37"E	18.70

PM 2777

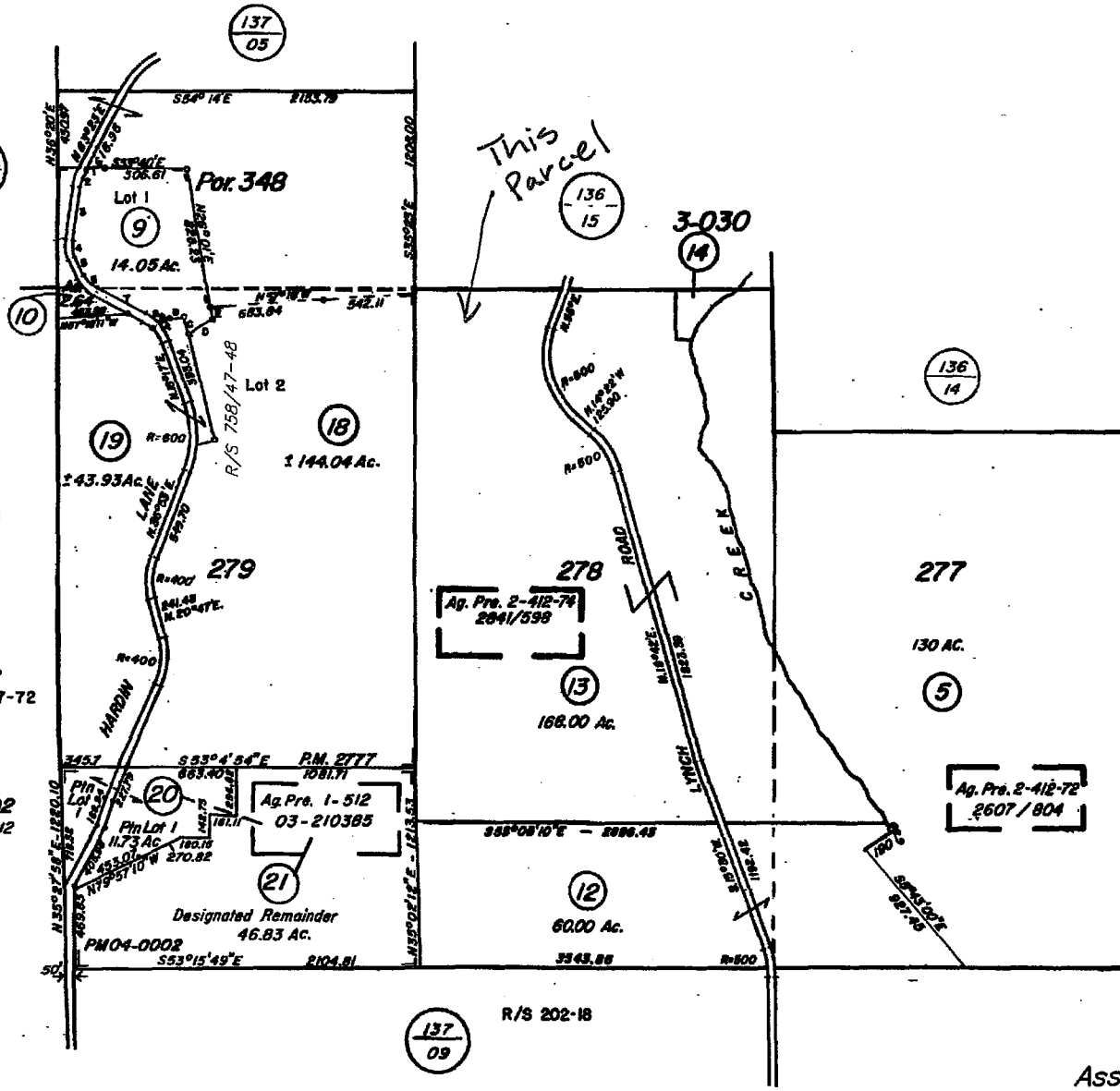
A	S80°46'31"E	88.34
	S82°05'14"E	98.77
	S22°01'50"W	98.00
	S80°46'02"E	188.55
E	N20°35'22"E	62.48

Parcel Map 2777  
Bk. 166 Pg. 44 Rec. 1-27-72

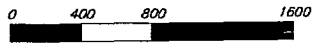
Parcel Map MNS 04-0002  
Rec. 2-24-05 in Bk 673 Pg 10-12

This map was prepared for Assessment only and does not indicate either parcel or a valid building site. No liability is for the accuracy of the data delineated. Maps are based on the information of the Assessor (i.e. recorded survey maps, deeds, prior assessment maps, etc.)

Assessor's parcels do not necessarily represent legal lots. To verify legal parcel status, consult the appropriate city or county planning or development division.



REVISED  
04-30-96=Ag.-KT  
09-09-03=19-KB  
03-22-04=Ag.-KB  
08-22-05=21-KB  
04-15-14=R/S-KB



Assessor's Map Bk. 137, Pg. 1  
Sonoma County, Calif. (ACA)  
HYBRID 4-15-14 KB

# Tentative Map

**Lands of Deniz**  
 Minor Subdivision  
 1925 Lynch Road,  
 Petaluma Ca.  
 Assessor's Parcel Number 137-100-013  
 Grant Deed Document Number 2012-133942  
**CURRENT ZONING**  
 DA B-6 40/3

**Parcel Description:**  
 Total Acreage: 168.00 Acres  
 Proposed Number of Parcels: Two (2) Parcels  
 Proposed Parcel No. 1: 40 Acres +/-  
 Proposed Remainder: 128 Acres +/-  
 Existing Use: Agricultural/Residential  
 Proposed Use, Parcel No. 1: Agricultural/Residential  
 Existing Zoning: DA B-6 40/3  
 Proposed Zoning, Parcel No. 1: DA B-6 40/3  
 Proposed Zoning, Remainder: DA B-6 40/3

**UTILITY SERVICES PROVIDED BY:**  
 Domestic Water: Private Well  
 Sanitary Sewer: Private Sewer Disposal System  
 Fire Protection: Rancho Adobe

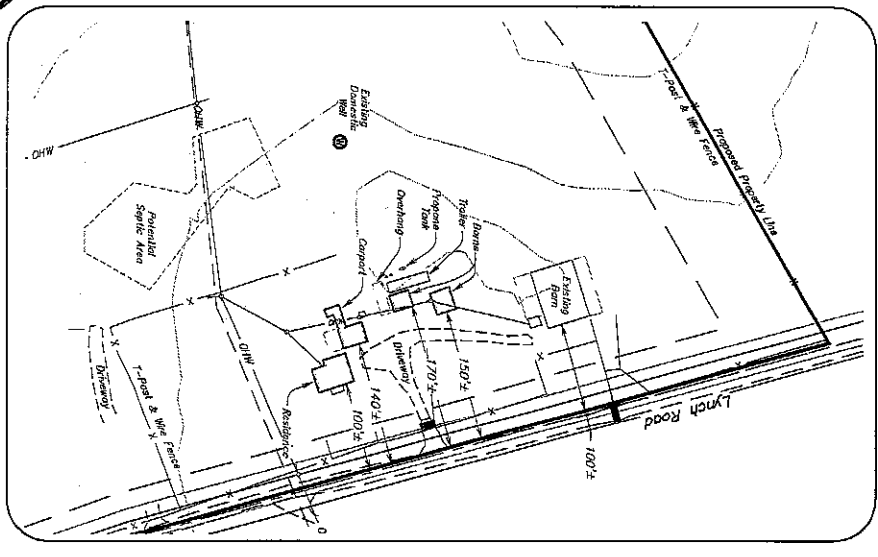
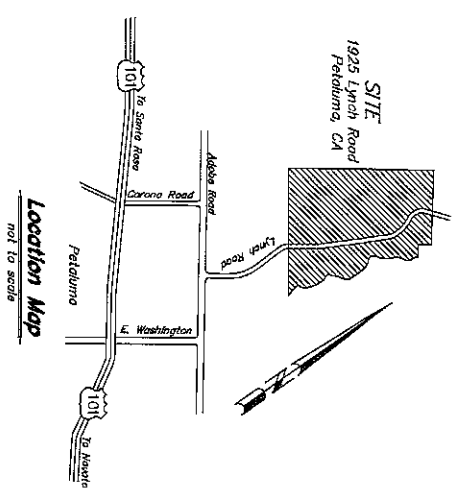
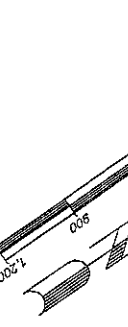
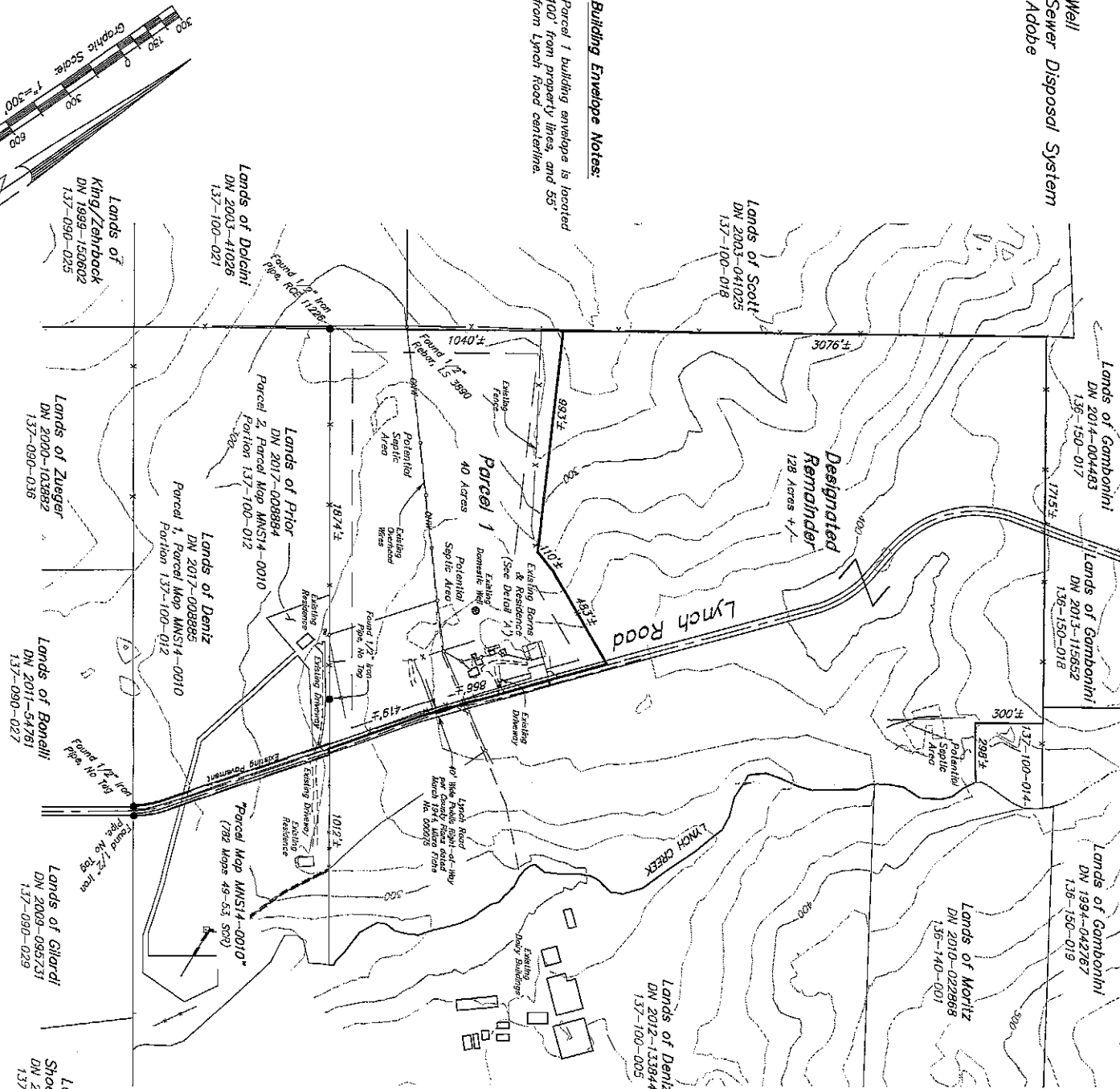
**OWNER/SUBDIVIDER:**  
 Ernie Deniz  
 1925 Lynch Road  
 Petaluma, Ca. 94954  
 (707) 762-9377

**SURVEYOR/ENGINEER:**  
 ADOBE ASSOCIATES, INC.  
 1220 N. Dutton Avenue  
 Santa Rosa, CA. 95401  
 (707)541-2300 phone  
 (707)541-2301 fax

**APPLICANT**  
 Ernie Deniz  
 1925 Lynch Road  
 Petaluma, Ca. 94954  
 (707) 762-9377

- Legend:**
- CM.P. Corrugated Metal Pipe
  - D.V. Document Number
  - DK.A. Ditch
  - DK.D. Ditch
  - DK.O. Ditch
  - DK.L. Live Oak Tree
  - DK.M. Madrone Tree
  - DK.O. Ornamental Tree
  - DK.R. Reinforced Concrete Pipe
  - DK.R.C.P. Reinforced Concrete Pipe
  - DK.F.M. Found Monument As Shown
  - DK.E.P.I. Exploration Pit
  - DK.E.B. Electric Box
  - DK.F.C. Fence, as noted
  - DK.H.O. Fire Hydrant
  - DK.F.L. Flow Line
  - DK.G.W. Guy Wire
  - DK.M.W. Monitoring Well
  - DK.O.V. Overhead Wires
  - DK.U.P. Utility Pole
  - DK.D.P. Drilling or Fracturing
  - DK.W.B. Water Box
  - DK.W.V. Water Valve
  - DK.C. Concrete
  - DK.G. Gravel
  - DK.P.B.E. Proposed Building Envelopes

**Building Envelope Notes:**  
 Parcel 1 building envelope is located 100' from property lines, and 55' from Lynch Road centerline.



**General Notes:**

Property lines shown hereon are based upon found monumentation and record information.  
 This map has been prepared for use in an application for a Tentative Parcel Map, this does not represent a boundary survey by Adobe Associates Inc.  
 Features shown hereon are existing as of the date of the field survey performed by Adobe Associates, Inc.  
 Contours shown hereon are at a 20' (twenty foot) vertical interval and are shown based upon Google Earth vertical data.

**Detail 'A'**  
 Scale: 1" = 100'

Revisions			
No.	Date	Description	Approved

Adobe Associates, Inc.  
 1220 N. Dutton Ave.  
 Santa Rosa, CA 95401  
 707 541 2300  
 Fax: 707 541 2501

*Aaron R. Smith*  
 Aaron R. Smith, PLS 7901  
 my license expires 12/31/17



**Tentative Map**  
 The Lands of Deniz  
 1925 Lynch Road,  
 Assessor's Parcel Number 133-100-013

Scale: 1" = 300'  
 Date: July 27, 2017  
 Design by: SMG  
 Drawn by: SMG  
 Checked by: ARS

Sheet  
 of 1 sheet  
 Job No. 15071



# Mitigated Negative Declaration

## Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403

(707) 565-1900 FAX (707) 565-1103

Publication Date: January 27, 2018

Adoption Date:

State Clearinghouse:

Pursuant to Section 15071 of the State CEQA Guidelines, this summary of findings and the attached Initial Study and mitigations constitute the Mitigated Negative Declaration as proposed for or adopted by the County of Sonoma for the project described below:

**Date:** September 6, 2017

**Project Title:** Lands of Ernest Deniz

**File Number:** MNS15-0006

**APN:** 137-100-013

**Project Location Address:** 1925 Lynch Road, Petaluma

**Lead Agency:** Sonoma County Permit and Resource Management Department (PRMD)

**Decision Making Body:** Sonoma Board of Supervisors

**Project Applicant:** Ernest Deniz

**Project Description:** A Minor Subdivision of 168 acres creating a 40 acre lot and a Designated Remainder. The parcel is currently under a Land Conservation (Williamson) Act Contract for grazing land.

### Environmental Finding:

Basis on the attached Initial Study, the project described above will not have a substantial adverse impact on the environment, provided that the mitigation measures identified in the Initial Study are included in the project.

**Initial Study:** See attached. For more, information contact Melinda Grosch at [Melinda.Grosch@sonoma-county.org](mailto:Melinda.Grosch@sonoma-county.org) (707) 565-2397.

**Mitigation Measures:** Included in attached Initial Study. The project applicant has agreed to implement all mitigation measures.

### Introduction:

Ernest Deniz proposes a Minor Subdivision of a 168 acre parcel into a 40 acre parcel and a Designated Remainder of 128 acres. The parcel is under a Land Conservation Act Contract. Therefore, the requested subdivision must be acted upon by the Board of Supervisors. A referral letter was sent to the appropriate local, state and federal agencies and interest groups who may wish to comment on the project.

This report is the Initial Study required by the California Environmental Quality Act (CEQA). The report was prepared by Melinda Grosch, Project Review Planner with the Sonoma County Permit and Resource

Management Department, Project Review Division. Information on the project was provided by Ernest Deniz. Additional information was provided by various consultants as identified in this Initial Study. Technical studies referred to in this document are available for review at the Permit and Resource Management Department.

Please contact Melinda Grosch, Planner, at [Melinda.Grosch@sonoma-county.org](mailto:Melinda.Grosch@sonoma-county.org) or (707) 565-2397, for more information.

## **PROJECT DESCRIPTION**

The proposed subdivision will create a 40 acre parcel. The existing ranch complex consisting of a house, several barns, a carport, and un-irrigated hay fields will be located on this parcel. The property is served by a private well and septic systems. Lynch Road cuts through the middle of the existing parcel and will be the easterly property boundary of the proposed parcel.

The Designated Remainder is unimproved and is used for cattle grazing with a few cattle feeding stations. The Designated Remainder will be 128 acres in size. The headwaters of a small ephemeral stream that eventually feeds into Willow Creek arise on the west side of the property. Lynch Creek runs along the eastern property line.

A tentative subdivision map is included in the attachments.

## **SETTING**

Lynch Road from Adobe Road north is an area of large parcels devoted to beef or dairy cattle grazing and horse operations. The entire area has a General Plan and Zoning designation of Diverse Agriculture with a density of 40 acres per dwelling unit.

The landscape is classic California foothills with open rolling grasslands predominating interspersed with stands of oaks, particularly along the various drainages that feed either Lynch or Willow Creeks. These two creeks eventually drain into the Petaluma River and ultimately the San Francisco Bay. These hills form a vast, sweeping backdrop to the Petaluma Valley and do much to reinforce the scenic properties of the area.

## **ISSUES RAISED BY THE PUBLIC OR AGENCIES**

A referral packet was drafted and circulated to inform and solicit comments from selected relevant local, state and federal agencies; and to special interest groups that were anticipated to take interest in the project.

Requests for geological and hydrogeological studies were made as a result of responses to referrals. The results have been analyzed and mitigation measures or conditions have been included to address potentially significant impacts.

## **OTHER RELATED PROJECTS**

The owners/applicants of the subject parcel also own the parcel immediately adjacent to the south and have processed a two lot subdivision of that property. This subdivision does not result in more than four lots having been created and so is still meets the criteria for a Minor Subdivision.

## **RESPONSIBLE AND TRUSTEE AGENCIES**

None known as the parcel being created is already developed and no new development is proposed.

**INITIAL STUDY CHECKLIST**

This checklist is taken from Appendix G of the State CEQA Guidelines. For each item, one of four responses is given:

**No Impact: The project would not have the impact described.** The project may have a beneficial effect, but there is no potential for the project to create or add increment to the impact described.

**Less Than Significant Impact:** The project would have the impact described, but the impact would not be significant. Mitigation is not required, although the project applicant may choose to modify the project to avoid the impacts.

**Potentially Significant Unless Mitigated:** The project would have the impact described, and the impact could be significant. One or more mitigation measures have been identified that will reduce the impact to a less than significant level.

**Potentially Significant Impact:** The project would have the impact described, and the impact could be significant. The impact cannot be reduced to less than significant by incorporating mitigation measures. An environmental impact report must be prepared for this project.

Each question on the checklist was answered by evaluating the project as proposed, that is, without considering the effect of any added mitigation measures. The checklist includes a discussion of the impacts and mitigation measures that have been identified. Sources used in this Initial Study are numbered and listed on page 33.

The Project Applicant, Ernest Deniz, has agreed to accept all mitigation measures listed in this checklist as conditions of approval of the proposed project and to obtain all necessary permits.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” or “Less than Significant with Mitigation” as indicated by the checklist on the following pages.

**Table of CEQA topics identified as having “Potentially Significant Impact” or “Less than Significant with Mitigation”**

CEQA Topic	Yes	No
Aesthetics	Yes	
Agricultural & Forest Resources	Yes	
Air Quality		No
Biological Resources		No
Cultural Resources	Yes	
Geology and Soils	Yes	
Greenhouse Gas Emission		No
Hazards and Hazardous Materials		No
Hydrology and Water Quality		No
Land Use and Planning		No
Mineral Resources		No
Noise		No



Population and Housing		No
Public Services		No
Recreation		No
Transportation and Traffic		No
Utility and Service Systems		No
Mandatory Findings of Significance		No

**Incorporated Source Documents**

In preparation of the Initial Study checklist, the following documents were prepared or referenced, and are hereby incorporated as part of the Initial Study. All documents are available in the project file or for reference at the Permit and Resource Management Department.

Source Document	Yes	No
Project Application and Description	Yes	
Initial Data Sheet	Yes	
County Planning Department's Source and Criteria Manual	Yes	
Sonoma County General Plan and Associated EIR	Yes	
Specific Plan or Area Plan	Yes	
Sonoma County Zoning Code	Yes	
Sonoma County Rare Plant Site Identifications Study		No
Project Referrals from Responsible Agencies	Yes	
State and Local Environmental Quality Acts (CEQA)	Yes	
Full Record of previous hearings on project in File		No
Correspondence received on project		No
Other technical reports (refer to reference section at the end of this initial study)	Yes	

**1. AESTHETICS:**

**Would the project:**

**a) Have a substantial adverse effect on a scenic vista?**

Comment:

The project is an area designated as visually sensitive by the Sonoma County General Plan. It is located on a scenic hillside, but will not involve tree removal, construction, or grading that would affect a scenic vista. The lot resulting from the subdivision is already developed with a small farm complex consisting of a dwelling, large barn, and several outbuildings. A eucalyptus windbreak is planted along the western edge of the complex. Because of the Combining Zoning Designations of SR (Scenic Resources) and LG/MTN (Local Guidelines/Mountain) all new non-agricultural construction will require design review. The project will incorporate mitigation measures that will reduce potential impacts to scenic vistas in Sonoma County to less than significant. See 1.c. below.

Significance Level:

Less than Significant with Mitigation Incorporated

Mitigation:

No mitigation measures are required.

**b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?**

Comment:

The parcel is not located on a site visible from a state scenic highway. The project does not include removal of historic trees or redwoods and would not involve removal of unique rock outcroppings and therefore is not expected to result in any significant impacts to scenic resources. The project site is not included in the Historic District (HD) overlay zone. The project will have less than significant visual impacts.

Significance Level:

Less than Significant Impact

Mitigation:

No mitigation measures are required.

**c) Substantially degrade the existing visual character or quality of the site and its surroundings?**

Comment:

The project is located in a Scenic Landscape Unit and is in the Local Guidelines – Mountain designation. The General Plan requires that building envelopes be designated whenever a parcel in a Scenic Landscape Unit is subdivided. The envelope should be established in an area with the least visual impact. Since the new parcel is already developed the building envelope will need to include that area. Staff visited the site on July 3, 2017 with the applicant and the project surveyor to establish building envelopes.

Significance Level:

Less than Significant with Mitigation Incorporated

Mitigation:

**Mitigation VIS-1.:** Building envelopes were located during a site visit on July 3, 2017. Building envelopes with dimensions shall be shown on the Map as identified during the site visit.

NOTE ON PARCEL MAP: "Building envelopes and/or building setback lines shown on this map shall apply to residential construction on this site. Agricultural structures, both existing and future, may be located outside the envelopes. All standard setbacks will apply to buildings constructed outside the envelopes."

Mitigation Monitoring:

**Mitigation Monitoring VIS-1:** The planner shall review the map prior to recordation to ensure that this note is included.

**d) Create a new source of substantial light or glare which would adversely affect day or nighttime view in the area?**

Comment:

No new structures are anticipated as a result of this subdivision as the parcel that is being created is already developed. However, if new non-agricultural structures are proposed they will be subject to Design Review.

Significance Level:

Less than Significant Impact

Mitigation:

No mitigation measures are required.

## 2. AGRICULTURE AND FOREST RESOURCES:

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

**Would the project:**

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

Comment:

According to the Sonoma County Important Farmlands Map, the parcel is not designated as Prime or Unique Farmland or Farmland of Statewide Importance on the Important Farmland maps. The project site is designated as Farmland of Local Importance and Grazing Land. The primary use of the site would remain agricultural production.

Significance Level:

Less than Significant Impact

Mitigation:

No mitigation measures are required.

- b) **Conflict with existing zoning for agricultural use, or Williamson Act Contract?**

Comment:

The project site is in the DA (Diverse Agriculture) 40 acres per dwelling unit / 3 acre minimum parcel size Zoning District which allows all types of agricultural uses, and is included in a Non-Prime Land Conservation (Williamson) Act contract.

Significance Level:

Less than Significant Impact

The project site is in LIA (Land Intensive agriculture) 60-acre density zoning district which allows a subdivision into two parcels. The land is included in a Non-Prime Land Conservation (Williamson) Act contract. The parcel being created and the Designated Remainder will remain in cattle grazing and hay growing. This does not conflict with the agricultural zoning or the Land Conservation Act contract. A standard Condition of Approval requires that an application to rescind and replace the Land Conservation Act contract be submitted prior to the recordation of the map. Both the parcels resulting from this subdivision will continue to be used for grazing and will be eligible for a Non-Prime replacement Contract.

Mitigation:

No Mitigation measures are required

**c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?**

Comment:

The site is not in forest or timberland.

Significance Level:

No Impact

Mitigation:

No mitigation measures needed.

**d) Result in the loss of forest land or conversion of forest land to non-forest use?**

Comment:

The site is not in forest land and is currently used for hay and grazing.

Significance Level:

No Impact

Mitigation:

No Mitigation measures are required.

**e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use or conversion of forest land to non-forest use?**

Comment:

The project does not involve other changes in the environment that could result in conversion of farmland to non-agricultural use or forest land to non-forest use.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

### **3. AIR QUALITY:**

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

**Would the project:**

**a) Conflict with or obstruct implementation of the applicable air quality plan?**

Comment:

The project is within the jurisdiction of the Bay Area Air Quality Management District. The District does not meet the Federal or State standards for ozone, and has adopted an ozone Attainment Plan and a Clean Air Plan in compliance with Federal and State Clean Air Acts. These plans include measures to achieve compliance with both ozone standards. The plans deal primarily with emissions of ozone precursors (nitrogen oxides and volatile organic compounds). The project will not conflict with the District's air quality plan because the proposed use will not emit significant quantities of ozone precursors or involve construction of transportation facilities that are not addressed in the

adopted transportation plan. (1,5)

Significance Level:  
No Impact

Mitigation:  
No mitigation measures are required.

**b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?**

Comment:  
State and Federal standards have been established for the “criteria pollutants”: ozone, carbon monoxide, nitrogen dioxide, sulfur dioxide and particulates (PM10 and PM2.5).

No existing or projected air quality violations have been identified in the area. Because it will not cause significant long-term emissions of criteria pollutants, the project will not violate any air quality standard. (1,5)

Significance Level:  
No Impact

Mitigation:  
No mitigation measures are required.

**c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

Comment:  
The Bay Area is a non-attainment area for ozone and PM10 (fine particulate matter). The project will not have a cumulative effect on ozone because it will not generate traffic which would result in new emissions of ozone precursors (hydrocarbons and Nox). The project will not result in a change in PM10 and dust generation as the parcel is already developed. The Designated Remainder and the balance of the lot being created are used for hay and pasture. (5,6)

Significance Level:  
No Impact

Mitigation:  
No mitigation measures are required.

**d) Expose sensitive receptors to substantial pollutant concentrations?**

Comment:  
There will be no long term increase in emissions. (5,2)

Significance Level:  
No Impact

Mitigation:  
No mitigation measures are required.

**e) Create objectionable odors affecting a substantial number of people?**

Comment:

A subdivision of agricultural land in the middle of other agricultural land and uses will not result in in odors.

Significance Level:  
No Impact

Mitigation:  
No mitigation measures are required.

## 4. BIOLOGICAL RESOURCES:

Would the project:

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

Comment:

This project creates one already developed parcel and a Designated Remainder. No construction, grading, or tree removal are required or planned. Therefore the project will not result in any impacts on candidate, sensitive, or special status species.

Significance Level:  
No Impact

Mitigation:  
No Mitigation measures are required.

- b) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

Comment:

Lynch Creek is a designated riparian corridor in the Sonoma County General Plan. It runs along the eastern side of the property and has a designated setback of 50 feet from the top of the highest bank for both structures and agricultural uses. The headwaters of a tributary to Willow Brook arise on the western property boundary and also has a 50 foot setback for all uses. The current development on the parcel is located towards the middle of the property about as far from the waterways as it can be. No new development is proposed as a result of the subdivision. The building envelopes required by the Scenic Resources designation will prohibit new development from being located near these waterways. Additionally the setbacks will be illustrated on the map and a note will be placed on the map detailing the prohibited uses.

The mitigation measures below are designed to ensure project consistency with Sonoma County General Plan policies for designated riparian corridors. (7)

Significance Level:  
Less than Significant with Mitigation Incorporated

Mitigation:

### **Mitigation Measure BIO-1**

A riparian (streamside conservation area) line shall be established which delineates the potential 50 foot setback from the top of the highest bank (on each side of the stream) along the ephemeral

stream on the east side of the Designated Remainder. The label "Potential Riparian Setback" shall be added to this setback on the Designated Remainder.

The Riparian Area of the un-named tributary to Willow Brook on the west side of the property may affect Parcel One. If so the riparian setback shall be shown as 50 feet from the top of the highest bank for the tributary to Willow Brook on the western side of the parcel. The applicant shall demonstrate that the creek setback will include the area of riparian vegetation and expand if necessary. Riparian vegetation is that vegetation related to or in close proximity of the waterway.

NOTE ON MAP: "The Riparian setback line shown on the map prohibits activities (structures, roads, utility lines, parking lots, lawns, grading, fill, excavation, agricultural uses, etc.) within the creek setback, unless a waiver is granted per Section 26-65 RC Riparian Corridor Combining Zone of the zoning ordinance. The "Potential Riparian Setback" shown on the Designated Remainder has not been officially established by determining where the highest bank is or the actual extent of the resulting setback."

**Mitigation Monitoring BIO-1**

The Grading and Storm Water staff shall review the map prior to recordation to ensure that the setback line and note are shown correctly.

- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

Comment:

Other than the two waterways referred to in 4.b. above there are no other wetlands on site. The ephemeral streams will not be impacted by the proposed subdivision. No new construction is anticipated as a result of this project. With the proposed setback area where development and other disturbance is prohibited there will be no impacts on the streams in the event there are additional agricultural structures constructed on the site.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

Comment:

No additional development is anticipated as a result of the subdivision. The lots that will result from the subdivision will be large and development is limited by both the Zoning Designation and the Land Conservation Act Contract. Therefore, it is not anticipated that there will be an impact on the movement of wildlife or fish, or on a wildlife nursery site.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?**

Comment:

The site as the VOH (Valley Oak Habitat) Zoning Designation meaning that Valley Oak trees will receive special protection. There do not appear to be any Valley Oaks onsite and no additional development is planned. If additional development is planned in the future the Zoning Designation will ensure that Valley Oaks are protected.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state Habitat Conservation Plan?**

Comment:

Habitat conservation plans and natural community conservation plans are site-specific plans to address effects on sensitive species of plants and animals. The project site is not located in an area subject to a habitat conservation plan or natural community conservation plan. There are very few HCPs in Sonoma County-they would only affect certain land in timber production areas in the northwest county (for spotted owl) and in the lower Petaluma River/Sonoma Creek watershed (for saltmarsh harvest mouse/black rail/clapper rail). There are no adopted Habitat Conservation Plans or Natural Community Conservation Plans applicable to the project site. (1)

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

## 5. CULTURAL RESOURCES:

**Would the project:**

**a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?**

Comments:

There are no historic resources on the site. No development is proposed as a part of the requested subdivision.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?**

Comment:

See item 5(a) above. There are no known archaeological resources on the site, but the project could uncover such materials during construction. The following measure will reduce the impact to less than significant.

Significance Level:



Less than Significant with Mitigation Incorporated

Mitigation

**Mitigation Measure CUL-1**

All building and/or grading permits shall have the following note printed on plan sheets:

NOTE ON MAP: "If paleontological resources or prehistoric, historic or tribal cultural resources are encountered during ground-disturbing work, all work in the immediate vicinity shall be halted and the operator must immediately notify the Permit and Resource Management Department (PRMD) – Project Review staff of the find. The operator shall be responsible for the cost to have a qualified paleontologist, archaeologist or tribal cultural resource specialist under contract to evaluate the find and make recommendations to protect the resource in a report to PRMD. Paleontological resources include fossils of animals, plants or other organisms. Prehistoric resources include humanly modified stone, shell, or bones, hearths, firepits, obsidian and chert flaked-stone tools (e.g., projectile points, knives, choppers), midden (culturally darkened soil containing heat-affected rock, artifacts, animal bone, or shellfish remains), stone milling equipment, such as mortars and pestles, and certain sites features, places, cultural landscapes, sacred places and objects with cultural value to a California Native American tribe. Historic resources include all by-products of human use greater than fifty (50) years of age including, backfilled privies, wells, and refuse pits; concrete, stone, or wood structural elements or foundations; and concentrations of metal, glass, and ceramic refuse.

If human remains are encountered, work in the immediate vicinity shall be halted and the operator shall notify PRMD and the Sonoma County Coroner immediately. At the same time, the operator shall be responsible for the cost to have a qualified archaeologist under contract to evaluate the discovery. If the human remains are determined to be of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification so that a Most Likely Descendant can be designated and the appropriate measures implemented in compliance with the California Government Code and Public Resources Code."

Mitigation Monitoring

**Mitigation Monitoring CUL-1**

Mitigation Monitoring: Building/grading permits shall not be approved for issuance by Project Review staff until the above notes are printed on the building, grading and improvement plans.

**c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

Comment:

The geology of the site and the nature of the project make it extremely unlikely that paleontological resources would be destroyed.

Significance Level:

No Impact

Mitigation

No mitigation measures are required.

**d) Disturb any human remains, including those interred outside of formal cemeteries?**

Comment:

No burial sites are known in the vicinity of the project and no construction is planned at this time. In the event that human remains are unearthed during potential future construction, state law requires that the County Coroner be notified to investigate the nature and circumstances of the discovery. At the time of discovery, work in the immediate vicinity would cease until the Coroner permitted work to proceed. If the remains were determined to be prehistoric, the find would be treated as an

archaeological site and the mitigation measure described in item 5(b) above would apply. (1, 6)

Significance Level:

Less than Significant with Mitigation Incorporated

Mitigation

Mitigation measure described in item 5(b) above would apply. (1, 6)

## 6. GEOLOGY AND SOILS:

Would the project:

- a) **Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:**
- i. **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

Comment:

The project site is not within a fault hazard zone as defined by the Alquist-Priolo fault maps. The Rogers Creek Fault runs north-south approximately 1.5 miles to the north and east of the project site. The project does not involve new structures which will be occupied by people. See 6.a.ii. below. (11)

Significance Level:

Less than Significant Impact with Mitigation Incorporated

Mitigation:

See Mitigation GEO-1 below.

- ii. **Strong seismic ground shaking?**

Comment:

All of Sonoma County is subject to seismic shaking that would result from earthquakes along the San Andreas, Healdsburg-Rodgers Creek, and other faults. Predicting seismic events is not possible, nor is providing mitigation that can entirely reduce the potential for injury and damage that can occur during a seismic event. However, using accepted geotechnical evaluation techniques and appropriate engineering practices, potential injury and damage can be diminished, thereby exposing fewer people and less property to the effects of a major damaging earthquake. The design and construction of future dwellings on new parcels are subject to load and strength standards of the California Building Code (CBC), which take seismic shaking into account. Project conditions of approval require that building permits be obtained for all construction and that the project meet all standard seismic and soil test/compaction requirements. The project would therefore not expose people to substantial risk of injury from seismic shaking. The following mitigation measure will ensure that potential impacts are reduced to less than significant levels.

Significance Level:

Less than Significant with Mitigation Incorporated

Mitigation

**Mitigation GEO-1**

NOTE On MAP: "All earthwork, grading, trenching, backfilling and compaction operations shall be

conducted in accordance with the County Subdivision Ordinance (Chapter 25, Sonoma County Code) and erosion control provisions of the Drainage and Storm Water Management Ordinance (Chapter 11, Sonoma County Code and Building Ordinance (Chapter 7, Sonoma County Code).

All construction activities shall meet the California Building Code regulations for seismic safety (i.e., reinforcing perimeter and/or load bearing walls, bracing parapets, etc.). Construction plans shall be subject to review and approval of PRMD prior to the issuance of a building permit. All work shall be subject to inspection by PRMD and must conform to all applicable code requirements and approved improvement plans prior to the issuance of a certificate of occupancy.”

#### Mitigation Monitoring

#### **Mitigation Monitoring GEO-1**

Building/grading permits for ground disturbing activities shall not be approved for issuance by Project Review staff until the above notes are printed on applicable building, grading and improvement plans. The applicant shall be responsible for notifying construction contractors about code requirements.

### **iii. Seismic-related ground failure, including liquefaction?**

#### Comment:

There are some areas subject to liquefaction within the Riparian Corridor. Strong ground shaking during an earthquake can result in ground failure and/or settlement such as that associated with soil liquefaction, and can also cause deformation of slopes, particularly fill slopes. Therefore the property has the potential to experience liquefaction and settlement during a seismic event. However, the area subject to liquefaction is very small and will not be allowed to have any development due to the Riparian Corridor designation. Additionally all new construction will be required to be within the designated building envelopes, further reducing the potential hazard from liquefaction. Furthermore, all structures will be required to meet building permit requirements, including seismic safety standards and soil test/compaction requirements. Based on standard permitting requirements, the project will have no significant risk of loss, injury or death from seismic ground failure or liquefaction. Also see mitigation measures included in 6.a.ii above and 6.a.iv. below.

#### Significance Level:

Less than Significant Impact

#### Mitigation

No mitigation measures are required.

### **iv. Landslides?**

#### Comment:

Due to mapped landslides a geological evaluation was performed by Gary Russey and Joshua Kilgore, Professional Geologists with RGH Consultants. They conducted a surficial reconnaissance of the property on September 5 and 8, 2015. Their report, *Preliminary Geologic Reconnaissance, Minor Subdivision, 1925 Lynch Road, Petaluma, California*, illustrates a highly unstable property due to generally weak geology with evidence of landslides both active and dormant, erosion, active sloughing and soil creep, desiccation cracks, and tilting fence posts and utility poles.

In addition to the area along Lynch Creek that is prone to liquefaction a large area on the northwestern portion of the lot is subject to landslides. This area is part of the headwaters of the tributary to Willow Brook. The RGH geologists prepared a diagram dividing the project site into three areas labeled “Zone A,” “Zone B,” and “Zone C” which are defined as follows:

Zone A      Areas of relatively low slope gradient and minimal geotechnical concern for residential construction, including access roads and septic systems.

**Zone B** Areas of moderate slope gradients. Site conditions include hummocky terrain and extensive surface cracking indicating active soil creep. Construction within Zone B will likely require more extensive geotechnical design, including but not limited to; structural design of foundation elements to resist creep forces; the use of hillside grading techniques, and surface and subsurface drainage considerations.

**Zone C** Areas of high slope gradients or areas with existing slope failures, active surface erosion, and/or areas adjacent to ephemeral or seasonal drainages. Construction within Zone C is not recommended.

When the building envelopes required to meet the Scenic Resources Zoning designation were established they were established within Zone A areas. Construction will only be allowed in the building envelopes. See 6.a.ii. above.

Significance Level:

Less than Significant Impact with Mitigation Incorporated

Mitigation:

**Mitigation GEO-2**

Prior to recording the map the following note is required.

NOTE ON MAP: "A detailed geotechnical study must be performed prior to construction. The study shall be prepared for a specific design and location and include test borings or backhoe pits, laboratory testing, and engineering analyses. The data should be incorporated into the project specific plans. The plans should then be reviewed by the geotechnical engineer. All data and engineering work shall be submitted with the plans when applying for a grading, building, or septic permit from the Permit and Resource Management Department."

Mitigation Monitoring:

**Mitigation Monitoring GEO-2:**

The Project Review Planner shall review the map to ensure that the note is shown correctly on the map.

**b) Result in substantial soil erosion or the loss of topsoil?**

Comment:

The 40 acre parcel resulting from this subdivision is already developed. No additional development is anticipated as a result of this subdivision, thus no soil disturbing activities are anticipated. However, the Preliminary Geotechnical Report provides a number of measures to help control or eliminate erosion which can in turn prevent sloughing or landslides.

See 6.a.ii and 6.a.iv. above and Section 9: Hydrology and Water Quality for additional discussion about potential impacts to water and water quality.

Significance Level:

Less than Significant Impact with Mitigation Incorporated

Mitigation:

**Mitigation GEO-3:**

Prior to recording the map the following note is required.

NOTE ON MAP: "For new construction roof runoff shall be collected and disposed of into a storm drain system. Downspouts on new construction shall be discharged into pipes that carry water away from buildings and into energy dissipators such as rip-rap, gabions, other, or other equivalent energy dissipating measures. Subsurface seepage shall be controlled with perimeter foundation drains or accentuated positive drainage around structures. A copy of the site specific geotechnical report for each new structure shall be provided with the construction plans."

Mitigation Monitoring:

**Mitigation Monitoring GEO-3**

The Project Review Planner shall review the map to ensure that the note is shown correctly on the map.

- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?**

Comment:

The project site is subject to seismic shaking as described in item 6.a.ii. and landslides discussed in item 6.a.iv. The Preliminary Geotechnical Report provides a number of measures to prevent impacts from unstable soils see 6.a.ii. and iv. and 6.b. above.

Significance Level:

Less than Significant with Mitigation Incorporated (see 6.a.ii. and 6.a.iv and 6.b. above).

Mitigation

No further mitigation is required.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?**

Comment:

Table 18-1-B of the Uniform Building Code is an index of the relative expansive characteristics of soil as determined through laboratory testing. For the proposed project, soils at the site have not been tested for their expansive characteristics although surface characteristics indicate that they may be present. No substantial risks to life or property would be created from soil expansion at the proposed project, even if it is affected by expansive soils.

Significance Level:

No Impact

Mitigation

No mitigation measures are required.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?**

Comment:

The project site is not in an area served by public sewer. The 40 acre parcel created by the subdivision is already developed. Preliminary documentation provided by the applicant and reviewed by the PRMD Project Review Health Specialist indicates that the soils on site would support a septic system and the required expansion area. Standard conditions of approval require that additional soil testing and septic design be performed prior to recording the map and that the potential septic areas and expansion areas be shown on the recorded subdivision map.

Significance Level:

Less than Significant Impact

Mitigation

No mitigation measures are required.

## 7. GREENHOUSE GAS EMISSIONS:

Would the project:

- a) **Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

Comment:

The County is currently in the process of adopting a Climate Action Plan in conjunction with the other local agencies in Sonoma County that will meet the tiering and streamlining requirements of CEQA Guideline 15183.5. Pending completion of that plan, the County concurs with and utilizes as County thresholds the thresholds that Bay Area Air Quality Management District (BAAQMD) staff have recommended as greenhouse gas significance thresholds. The County concurs that these thresholds are supported by substantial evidence for the reasons stated by BAAQMD staff. For projects other than stationary sources the greenhouse gas significance threshold is 1,100 metric tons per year of CO<sub>2</sub>e or 4.6 metric tons of CO<sub>2</sub>e per service population (residents and employees) per year. BAAQMD's staff's analysis is found in the document titled "Revised Draft Options and Justification Report, October, 2009," which is a publically available document that can be obtained from the BAAQMD website or from the County.

The project will create one lot that is already developed with a single family dwelling and agricultural uses. The Designated Remainder is currently vacant but could be developed with a single family dwelling or further divided into three additional lots. Either scenario will result in very low greenhouse gas emissions.

Significance Level:

Less than Significant Impact

Mitigation

No mitigation measures are required.

- b) **Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?**

Comment:

The Sonoma County Regional Protection Authority adopted the Sonoma County Regional Acton Plan – Climate Action 2020 on July 11, 2016 and it is pending adoption by all the local jurisdictions in Sonoma County. The County of Sonoma has adopted CalGreen Building Standards which increase building energy efficiency, water conservation, direct that building materials will be low impact (low volatile organics, etc.). The proposed subdivision does not include any construction plans and no new development is anticipated as a result of the subdivision. In the future if development is proposed it will be subject to the building code and any new greenhouse gas regulations that may be in effect at the time the development is proposed.

Significance Level:

Less than Significant Impact

Mitigation

No mitigation measures are required.

## 8. HAZARDS AND HAZARDOUS MATERIALS:

Would the project:

- a) **Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?**

Comment:

The property is currently developed with a single family dwelling and used for grazing. No hazardous materials that are not normally associated with residential land uses or agricultural endeavors are stored or used onsite. This will not change as a result of the subdivision. (6)

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- b) **Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

Comment:

See Item 8.a. above.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- c) **Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

Comment:

There are no hazardous materials associated with this project and there are no existing or proposed schools within 0.25 miles of the project site. (1)

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- d) **Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

Comment

The project site was not identified on, or in the vicinity of, any parcels on lists compiled by the California Environmental Protection Agency, Regional Water Quality Control Board, California Department of Toxic Substances, and the California Integrated Waste management Board. (8)

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?**

Comment:

The site is not within an airport land use plan as designated by Sonoma County. The Petaluma Airport is over two miles away.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- f) **For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

Comment:

There are no known private airstrips within the vicinity of the proposed project.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- g) **Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

Comment:

The project would not impair implementation of, or physically interfere with the County's adopted emergency operations plan. There is no separate emergency evacuation plan for the County. In any case, the project would not change existing circulation patterns significantly, and would have no effect outside the area. See Item 16.e. for discussion of emergency access. (1)

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- h) **Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas where residences are intermixed with wildlands?**

Comment:

The project would not expose people to risk from wildland fires. It will not construct buildings that would be occupied by people or structures that would be affected by wildland fires (1, 3)

Significance Level:

No Impact



Mitigation:

No mitigation measures are required.

## 9. HYDROLOGY AND WATER QUALITY:

**Would the project:**

**a) Violate any water quality standards or waste discharge requirements?**

Comment:

Lynch Creek, an ephemeral stream in this area, flows along the eastern edge of the property. The headwaters of a tributary of Willow Brook is located on the western edge of the property. No construction is proposed as a part of this subdivision. The 40 acre parcel being created is already developed and there are no plans to develop the Designated Remainder. The Grading and Storm Water Section of the Permit and Resource Management Department reviewed the proposal and provided standard conditions of approval that will inform future owners of the need for prevention of storm water pollution and erosion control.

Significance Level:

Less than Significant Impact

Mitigation:

No mitigation measures are required.

**b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

Comment:

The proposed subdivision is not within a groundwater recharge area and no new development is proposed. Therefore, there will be no immediate additional use of groundwater as a result of this project. However, a groundwater study was requested by the Permit Sonoma Health Specialist. A study was conducted by Mathew O'Connor, PhD, Certified Engineering Hydrologist and Jeremy Kobor, MS, CFM, Senior Hydrologist of O'Connor Environmental, Inc. The study, *Water Availability Analysis, Deniz Minor Subdivision, 1925 Lynch Road, Petaluma, APN 137-100-013*, which included two Addendums; one in October 2016 and one in March 2017 looked at the geology of the site and general area. It also looked at rainfall averages and compared recharge to withdrawals. The study determined that the average recharge for the area far exceeded the withdrawals and there should be no impact on other wells in the area as the distance to the closest well is over 500 feet. Based on the study it is concluded that there will be no impact on groundwater supplies.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?**

Comment:

Lynch Creek, an ephemeral stream in this area, flows along the eastern edge of the property. The

headwaters of a tributary of Willow Brook is located on the western edge of the property. No construction or development are planned at this time. If development is proposed at any time in the future there are setbacks along the creeks which prohibit development within 50 feet of the top of the highest bank of each stream.

The project was reviewed by the Sonoma County PRMD Storm Water and Grading Section and conditions of approval require that grading and drainage improvement plans be reviewed and approved by PRMD prior to the issuance of any development permits. Erosion and sediment control measures are required to be included in the plans. These will appear as Notes on the Map.

Significance Level:

Less than Significant Impact

Mitigation:

No mitigation measures are required.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in an a manner which would result in flooding on- or off-site?**

Comment:

See 9.c. above.

Significance Level:

Less than Significant Impact

Mitigation:

No mitigation measures are required.

- e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?**

Comment:

See 9.c. above.

Significance Level:

Less than Significant Impact

Mitigation:

No mitigation measures are required.

- f) Otherwise substantially degrade water quality?**

Comment:

The project does not involve other changes in the environment that could result in substantially degrading water quality.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- g) Place housing within a 100-year hazard area as mapped on a federal Flood hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map?**

Comment:

The project site is not located in a flood hazard area.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?**

Comment:

The project site is not located in a flood hazard area.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?**

Comment:

The project site is not located in an area subject to flooding as a result of dam failure.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**j) Inundation by seiche, tsunami, or mudflow?**

Comment:

The project site is not located in an area subject to seiche or tsunami. Seiche is a wave in a lake triggered by an earthquake. And there are no lakes or ponds above this property. The property is not near enough the ocean to be subject to tsunami. Mudflow can be triggered by heavy rainfall, earthquakes or volcanic eruption. See discussion of landslide in 6.a.iv. above for areas with high potential for mudflow.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

## 10. LAND USE AND PLANNING:

**Would the project:**

**a) Physically divide an established community?**

Comment:

The project will not physically divide an established community.

Significance Level

No Impact

Mitigation:

No mitigation measures are required.

- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?**

Comment:

The General Plan designation is Diverse Agriculture with a designated density of 40 acres per dwelling unit. The Zoning designation is DA (Diverse Agriculture) with a density of 40 acres per dwelling unit and a 3 acre minimum parcel size. The proposed subdivision will create one lot of 40 acres and a Designated Remainder of 128 acres. The property could be divided into four lots based on the density therefore, the proposed subdivision does not conflict with the General Plan or Zoning. The parcel also has a number of Combining Zoning Districts which further clarify the intent of the Zoning designations.

The Combining Districts provide guidance on scenic resources and riparian corridors. These issues are addressed in other areas of this Mitigated Negative Declaration.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?**

Comment:

See 4.f. above. Habitat conservation plans and natural community conservation plans are site-specific plans to address effects on sensitive species of plants and animals. The project site is not located in an area subject to a habitat conservation plan or natural community conservation plan.

Mitigation:

No mitigation measures are required.

## 11. MINERAL RESOURCES:

**Would the project:**

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

Comment:

There is no known mineral resource on the project site.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

Comment:

The project site is not a mineral resource recovery site.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

## 12. NOISE:

### Would the project:

- a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

Comment:

The Noise Element of the Sonoma County General Plan establishes goals, objectives and policies including performance standards to regulate noise affecting residential and other sensitive receptors. The general plan sets separate standards for transportation noise and for noise from non-transportation land uses.

The creation of a new agricultural parcel should not result in any new or additional noise over the existing noise environment. No development is proposed or anticipated at this time.

Significance Level:

No Impact

Mitigation:

No mitigation Incorporated

- b) Exposure of persona to or generation of excessive ground borne vibration or ground borne noise levels?**

Comment:

The project will result in an additional agricultural parcel in an area of other agricultural parcels. No construction is propose or anticipated therefore there will be no activities that result in ground borne vibration or noise.

Significance Level:

No Impact

Mitigation:

No mitigation Incorporated

- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?**

Comment:

The project will result in an additional agricultural parcel in an area of other agricultural parcels. No increase in ambient noise levels is anticipated as a result of the subdivision.

Significance Level:

No Impact

Mitigation:

No mitigation Incorporated

- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?**

Comment:

There will be no change in noise levels as a result of the requested subdivision of this agricultural land.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

Comment:

The site is not within an airport land use plan as designated by Sonoma County.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?**

Comment:

There are no known private airstrips within the project area (1)

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

### **13. POPULATION AND HOUSING:**

**Would the project:**

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

Comment:

The project would create a 40 acre agricultural parcel already developed with a single family dwelling. The Designated remainder is not currently developed but could be in the future with three additional houses. Or it could be further subdivided into three lots. It does not include construction of a substantial amount of homes, businesses or infrastructure and therefore would not induce substantial population growth.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**b) Displace substantial numbers of existing housing necessitating the construction of replacement housing elsewhere?**

Comment:

No housing will be displaced by the project.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?**

Comment:

No people will be displaced by the project.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

## **14. PUBLIC SERVICES:**

**Would the project:**

**a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:**

Comment:

Construction of the project would not involve substantial adverse physical impacts associated with provision of government facilities and the impact would be less than significant.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**i. Fire protection?**

Comment:

The County Fire Marshal reviewed the project description and requires that the expansion comply with Fire Safe Standards, including fire protection methods such as sprinklers in buildings, alarm systems, extinguishers, vegetation management, hazardous materials management and management of flammable or combustible liquids and gases.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**ii. Police?**

Comment:

The Sonoma County Sheriff will continue to serve this area. There will be no increased need for police protection resulting from the creation of a new agricultural parcel that is already developed with a single family dwelling.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**iii. Schools, parks, or other public facilities?**

Comment:

Development fees to offset potential impacts to public services include school and park mitigation fees.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

Comment:

Development fees to offset potential impacts to public services include school and park mitigation fees.

**v. Other public facilities?**

Comment:

Development fees to offset potential impacts to public services include school and park mitigation fees.

Significance Level:

No Impact

Mitigation:



No mitigation measures are required.

## 15. RECREATION:

Would the project:

- a) **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

Comment:

The proposed project would not involve activities that would cause or accelerate substantial physical deterioration of parks or recreational facilities.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- b) **Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

Comment:

See item 15.a. above.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

## 16. TRANSPORTATION / TRAFFIC:

Would the project:

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

Comment:

Lynch Road is a truly rural road with no shoulders fencing, or other physical separation from the surrounding pasture. Cattle in the area are free range and may cross over (or stand on) the road at any time. Public Works has requested a grant of right-of-way in an amount that will allow for a full 25 foot wide public right-of-way. No improvements are required at this time; the dedication is to allow for adequate public road infrastructure if needed in the future.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?**

Comment:

The proposed subdivision does not include development in excess of the maximum density. As the property could currently be developed with four dwellings the creation of a 40 acre parcel and a Designated Remainder will not result in the ability to intensify development. The project will not result in a conflict with level of service standards or other traffic congestion control measures.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- c) Result in change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?**

Comment:

The project would have no effect on air traffic patterns.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

Comment:

The subdivision will not result in any changes to use or Lynch Road. Currently both the new parcel and the Designated Remainder have a long frontage on Lynch allowing installation of driveways in a location with excellent site-lines. At this time there are no plans for additional driveways and the existing drives do not have any hazards.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- e) Result in inadequate emergency access?**

Comment:

There will be no changes to traffic or access to the site. Emergency access is more than adequate as the existing development can be accessed directly from Lynch Road.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- f) **Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?**

Comment:

There will be no changes in traffic or access as a result of this project therefore there will be no impact to bicycle, pedestrian or public transit as a result of this project. The Sonoma County Bicycle and Pedestrian Plan does not include Lynch Road as a designated bicycle path.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- g) **Result in inadequate parking capacity?**

Comment:

There is ample on-site parking.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

## 17. UTILITIES AND SERVICE SYSTEMS:

Would the project:

- a) **Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?**

Comment:

The parcel and Designated Remainder are served by private septic systems.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

- b) **Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

Comment:

No new water or wastewater treatment facilities are required.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

Comment:

There will be no need for new or expanded storm water facilities as the parcel that is being created will not result in the generation of new wastewater

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?**

Comment:

O'Connor Environmental, Inc. prepared a Water Availability Analysis for the project in September 28, 2016 and two Addendums; one in October 2106 and one in March 2017. The study shows that there is more than enough water in the aquifer to serve this use and that the recharge of the aquifer exceeds the amount of water being withdrawn.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

Comment:

The site is not served by a public sewer system but is served by private septic systems.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?**

Comment:

Sonoma County has a solid waste management program in place that provides solid waste collection and disposal services for the entire County. The program can accommodate the permitted collection and disposal of the waste that will result from the proposed project. (1)

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

**g) Comply with federal, state, and local statutes and regulations related to solid waste?**

Comment:

Sonoma County has access to adequate permitted landfill capacity to serve the proposed project.

Significance Level:

No Impact

Mitigation:

No mitigation measures are required.

## **18. MANDATORY FINDINGS OF SIGNIFICANCE**

- a) **Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

No Impact

- b) **Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?**

No Impact

- c) **Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?**

Less than Significant Impact


## Sources

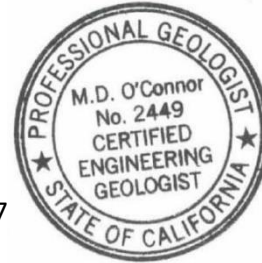
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October 28, 2016

TO: Becky Ver Meer, REHS  
Project Review, County of Sonoma, Permit & Environmental Management Department  
2550 Ventura Avenue  
Santa Rosa, CA 95403

FROM:   
Matthew O'Connor, PhD, CEG #2449 Exp. Oct. 2017  
President, OEI



SUBJECT: Addendum to Water Availability Analysis, Deniz Minor Subdivision, 1925 Lynch Road,  
Petaluma, APN 127-100-013, September 28, 2016

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This memorandum has been prepared to provide supplemental information requested in an email dated October 25, 2016 from Jon Tracy, PRMD, and copied to Becky Ver Meer, PRMD. The e-mail requested verification "that groundwater in storage in the impact area is at least 265 ac-ft". For context, 265 ac-ft is the estimated average water year annual groundwater recharge in the project impact area as described in the subject report referenced above.

An estimate of the total available groundwater storage within the aquifer recharge area can be obtained as the product of the recharge area (impact area) in units of acres, the saturated aquifer thickness in units of feet, and the aquifer specific yield (the proportion of the aquifer material containing water that can be withdrawn from the aquifer from a well). The project well is screened to a depth of 420-ft and the static water level at the time of completion was 80-ft. A representative value for the aquifer saturated thickness of is therefore 340-ft (420-ft – 80-ft). This provides a minimum estimate of the saturated thickness; the Middle unit of the Petaluma Formation (Mpm) likely extends to significantly greater depths beneath the project recharge area. The specific yield of the Mpm aquifer has been estimated to be 3 - 7% (Weaver, 1949; see above-referenced document for citation). Assuming the minimum specific yield value of 3% yields a low-range estimate of the minimum total groundwater storage within the 506.1-acre project recharge area (impact area) of 5,162 ac-ft (340 ft x 0.03 x 506.1 acres).

The volume of groundwater storage in the project impact area is equivalent to over 19 years estimated of groundwater recharge at the mean annual rate of 265.7 ac-ft. Stated another way, estimated annual recharge in the impact area is equivalent to about 5.1% of groundwater storage in the impact area. This indicates that there is substantial excess groundwater in storage compared to annual recharge and to total groundwater demand of 51.7 ac-ft per year (1% of groundwater storage in the impact area).



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Hydrology & Hydraulics ▪ Hydrogeology ▪ Geomorphology  
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Water Availability Analysis  
Deniz Minor Subdivision  
1925 Lynch Road, Petaluma  
APN 137-100-013

Prepared for:

Ernie Deniz  
1925 Lynch Road  
Petaluma, CA 94954

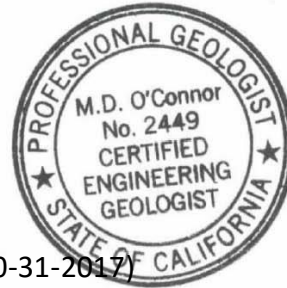
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A handwritten signature in blue ink that reads "Matt O'Connor".

Matthew O'Connor, PhD, CEG #2449 (Exp. 10-31-2017)  
President



Jeremy Kobor, MS, CFM  
Senior Hydrologist

September 28, 2016

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## Introduction

Property owner, Ernie Deniz, is preparing a lot split (minor subdivision) for Sonoma County APN 137-100-013 (1925 Lynch Road) which is located about four miles north of downtown Petaluma. This groundwater study was prepared as required by Sonoma County Permit and Resource Management Division pursuant to General Plan Policy WR-2e regarding water availability in Zone 3 and 4 areas where groundwater is believed to be of limited supply.

The WAA includes the following elements: estimates of existing and proposed water uses within the project recharge area, compilation of Well Completion Reports (drillers' logs) from the area and characterization of local hydrogeologic conditions, estimates of annual groundwater recharge and existing and proposed groundwater use, and the potential for well interference between the project well and neighboring wells.

## Limitations

Groundwater systems of Sonoma County and the Coast Range are typically complex, and available data rarely allows for more than general assessment of groundwater conditions and delineation of aquifers. Hydrogeologic interpretations are based on the drillers' reports made available to us through the California Department of Water Resources, available geologic maps and hydrogeologic studies and professional judgment. This analysis is based on limited available data and relies significantly on interpretation of data from disparate sources of disparate quality.

## Hydrogeologic Conditions

The project parcel is located north of the city of Petaluma in the central portions of the Lynch Creek watershed and the upper portion of the Willow Brook watershed. Lynch Creek is a tributary to the Petaluma River and Willow Brook is a tributary to Lichau Creek and then to the Petaluma River. The parcel is underlain by the Middle unit of the Petaluma Formation (map unit Mpm, Figure 1). The Petaluma Formation consists of fluvial and estuarine sandstone, siltstone, and conglomerate (Wagner & Gutierrez, 2010). The Petaluma Formation contains abundant clay and has been assigned a relatively low specific yield of 3-7% (Weaver, 1949). Despite the high clay content, the formation can yield moderate amounts of water when a well penetrates a significant thickness of sand and gravel (DWR, 1982).

A northwest by southeast-trending fault is mapped within the eastern portion of the project parcel and continuing to the southeast. An anticline is also mapped to the northwest of the parcel. Steeply dipping and overturned beds are noted within the Petaluma Formation on and around the parcel indicating that the sediments have been severely folded. About 800 to 2,000-ft north of the project parcel, the Mpm is in contact with lava flows and breccias of the Sonoma Volcanics (map unit Tsvm). In the northcentral portions of the project parcel, the Mpm is overlain by colluvial deposits (Qc). The colluvium is expected to be relatively thin and the Mpm is considered to be the primary aquifer material.

Well Completion Reports for wells near the project parcel were obtained from the California Department of Water Resources (Table 1). A subset of these logs was compiled (Appendix A) and georeferenced based on parcel and location sketch information (Figure 1). The parcel has one active well located west of the existing residence. This well was completed in 2015 to a depth of 420-ft. The static water level at the time of completion was 80-ft and the estimated yield was stated as 35 gpm with a notation that a 25 gpm pump was installed at 300-ft. The rock descriptions indicate alternating layers of blue clay, gravel, and blue clay with gravel. The layers with gravel present range in thickness from 5 to 36-ft and the clay layers range in thickness from 4 to 65-ft.

The eleven wells that were located near the project parcel were completed to depths ranging from 280 to 818-ft, had static water levels ranging from 16 to 135-ft, and had stated pumping rates ranging from 20 to 500 gpm (Table 1). Six of these wells had sufficient information to estimate Specific Capacity (Sc) which ranged from 0.1 – 1.5 gpm/ft of drawdown. The lack of dry holes in the area and relatively high Sc values suggest that groundwater resources within the Petaluma Formation in the vicinity of the project parcel are relatively plentiful. The Well Completion Reports include a wide variety of rock descriptions, but all of the reports indicate a significant amount of clay, and the most common rock descriptions are blue clay, blue rock, and sand and gravel.

Groundwater elevation data is available for a monitoring well completed in the Petaluma Formation and located about 0.6 miles southeast of the project parcel (CASGEM site code 382867N1226095W001, Well A in Figure 1). A second CASGEM well is located 0.8 miles south of the project parcel (CASGEM site code 382766N1226179W001, Well B in Figure 1). This well is located in an area mapped as alluvial fan deposits (Qhf) but is presumably screened completely or partially in the underlying Petaluma Formation.

Data from both wells indicate an overall trend of declining groundwater elevations over time (increasing depth to groundwater). At Well A, the average fall depth to groundwater increased progressively over time as follows: 20.2-ft (1980s), 22.9-ft (1990s), 31.3-ft (2000s), 34.8-ft (2010-2015) (+14.6-ft) (Figure 2). The average spring depth to groundwater also increased progressively from 15.6-ft (1980s) to 23.4-ft (2010-2015) (+7.8-ft) (Figure 2). Well B shows a similar pattern with average fall depth to groundwater increasing from 20.9 (1980s) to 30.2 (2010-2015) and spring depth to groundwater increasing from 21.8 (1980s) to 27.8 (2010-2015) (Figure 2).

The variations in groundwater elevations are in part a function of variations in climate and recharge conditions over time, however the consistent trend of declining groundwater elevations may also be indicative of increasing groundwater development over time. The pace of the declines is relatively small (0.2 to 0.4-ft/yr) and may reflect a short- or long-term adjustment to higher local or regional groundwater pumping in the Petaluma Formation. A groundwater management planning process is currently underway to better quantify groundwater resources in the Petaluma Basin.

**Table 1: Well completion details for the project well (PW) and wells in the vicinity of the project parcel (see Figure 1 for approximate locations).**

<b>Well ID</b>	<b>PW</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>Year Completed</b>	2015	1991	2007	2011	1993	1997	1990	2009	1997	2002	2009	2002
<b>Map Unit</b>	Mpm	Qoa	Qoa	Mpm	Mpm	Qhf	Mpm	Mpm	Mpm	Mpm	Mpm	Mpm
<b>Depth (ft)</b>	420	300	280	320	518	520	440	420	390	818	500	370
<b>Static Water Level (ft)</b>	80	16	80	100	20	90	45	95	135	100	60	80
<b>Top of Screen (ft)</b>	180	100	100	250	138	180	60	120	130	558	140	230
<b>Bottom of Screen (ft)</b>	420	300	280	310	518	520	440	420	390	818	490	370
<b>Pumping Rate (gpm)</b>	35	75	200	30	20	300	25	25	23	500	na	25
<b>Drawdown (ft)</b>	na	100	complete	complete	70	200	100	240	complete	380	na	na
<b>Test Length (hrs)</b>	2	4	4	2	1	4	4	2	3	6	na	10
<b>Specific Capacity (gpm/ft)</b>	na	0.75	na	na	0.29	1.50	0.25	0.10	na	1.32	na	na

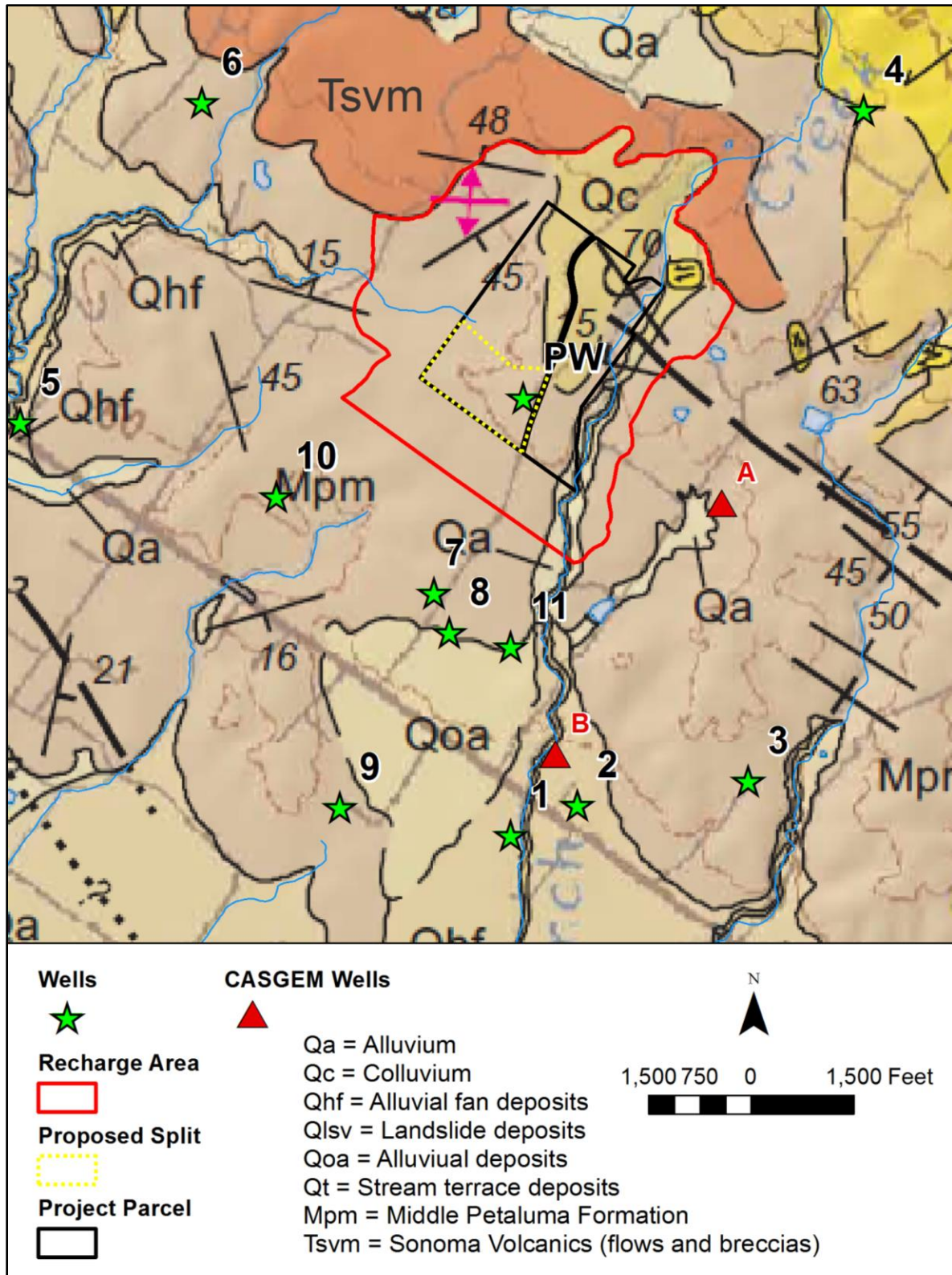


Figure 1: Surficial geology and locations of wells (green stars) in the vicinity of the project parcel (Wagner & Gutierrez, 2010).

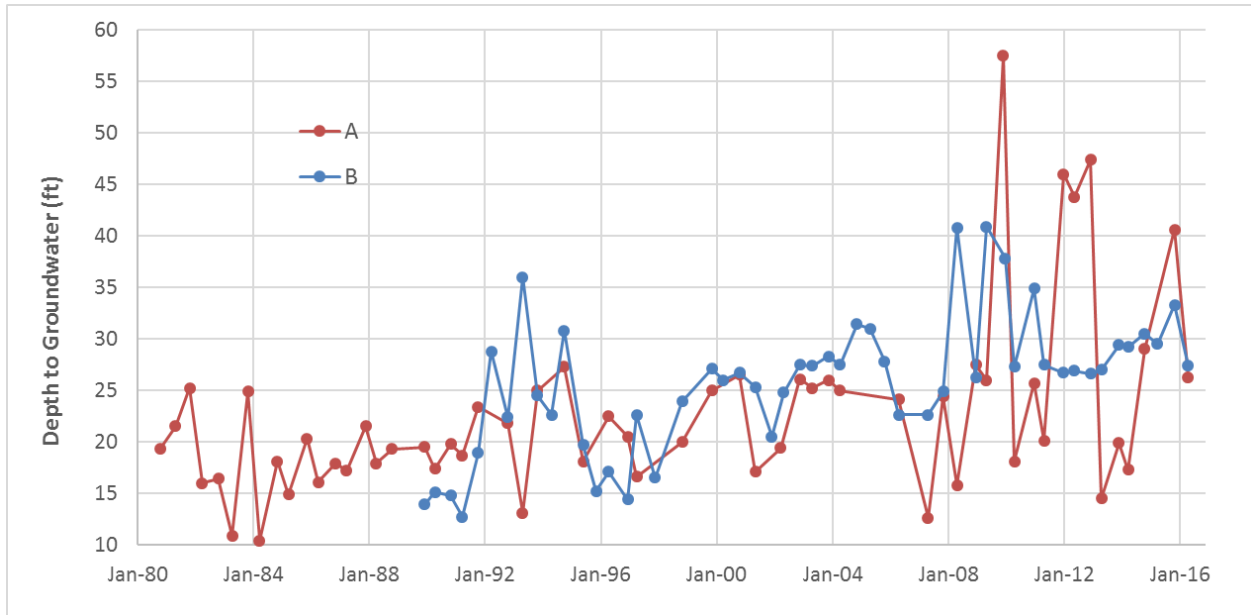


Figure 2: Groundwater elevation hydrographs at CASGEM monitoring wells in the vicinity of the project area (see Figure 1 for locations).

## Water Demand

Existing groundwater uses within the hypothesized project recharge area (described below in the Groundwater Recharge Analysis section) consist of use on the project parcel and use on the neighboring parcel to the east. No buildings or agricultural areas are visible on the other parcels within the recharge area, therefore no water use has been assumed for these areas. On the project parcel, the project well supplies Residential Use for one primary residence and Livestock Use for 50 head of dairy cows. On the neighboring parcel a combination of surface water and groundwater are used to supply Residential Use for one primary residence and Livestock Use for 750 head of dairy cows. There are two surface water rights associated with this neighboring parcel (L032160 & L032161) that have a combined value of 10 ac-ft/yr. In order to estimate the groundwater use associated with the parcel, the total demand was reduced by 10 ac-ft/yr to account for the proportion of the total use derived from surface water.

The existing Residential Use is estimated to total 2.0 ac-ft/yr, and the existing Livestock Use is estimated to total 58.2 ac-ft/yr for a Total Existing Use of 60.2 ac-ft/yr. Adjusting for the 10 ac-ft/yr of surface water supply yields an estimate of the Total Existing Groundwater Use of 50.2 ac-ft/yr. Only about 9% of the total use or 4.6 ac-ft/yr is associated with the project parcel with the remaining use associated with neighboring parcel. Although no new uses are currently proposed, we have calculated a hypothetical proposed use by assuming that a new residence and agricultural unit are constructed following the lot split. This assumption yields an estimate of the Total Proposed Use of 51.7 ac-ft/yr. The assumptions behind the various water use estimates are presented in Tables 2 through 5.

**Table 2: Existing and proposed groundwater uses within the project recharge area.**

	Residential Use (ac-ft/yr)	Livestock Use (ac-ft/yr)*	Total Use (ac-ft/yr)
<b>Existing Use</b>	2.0	48.2	<b>50.2</b>
<b>Proposed Use</b>	3.5	48.2	<b>51.7</b>

**Table 3: Calculation of existing Residential Use within the project recharge area.**

Use Category	Number of Residences	Use per Residence (ac-ft/yr)	Annual Water Use (ac-ft/yr)
Primary Residences	2	1.0	2.0
Secondary Residences	0	0.5	0.0
<b>TOTAL</b>			<b>2.0</b>



\*Value is adjusted down by 10 ac-ft/yr to account for surface water use



**Table 4: Calculation of hypothetical proposed Residential Use within the project recharge area.**

Use Category	Number of Residences	Use per Residence (ac-ft/yr)	Annual Water Use (ac-ft/yr)
Primary Residences	3	1.0	3.0
Secondary Residences	1	0.5	0.5
<b>TOTAL</b>			<b>3.5</b>

**Table 5: Calculation of Livestock Use within the project recharge area.**

Use Category	Head of cattle (#)	Use per animal (gal/day)	Annual Water Use (ac-ft/yr)
Stockwater	800	30	26.9
Milking Parlor	800	35	31.4
<b>TOTAL</b>			<b>58.2</b>

## Groundwater Recharge Analysis

The Soil Water Balance (SWB) model developed by the U.S. Geological Survey (Westenbroek et al., 2010) was used to produce a spatially distributed estimate of annual recharge in the vicinity of the project parcel. This model operates on a daily time-step and calculates runoff based on the Natural Resources Conservation Service (NRCS) curve number approach and Actual Evapotranspiration (AET) and recharge based on a modified Thornthwaite-Mather soil-water-balance approach (Westenbroek et al., 2010).

This approach simulates potential recharge from infiltration of precipitation and does not account for the capacity of the project aquifer materials to accept recharge. Significant additional recharge may occur through streambed infiltration, and/or groundwater inflows from outside the defined project recharge area, however quantifying these recharge components is beyond the scope of this analysis.

## Model Development

The northern boundary of the project aquifer recharge area was defined by the contact between the Petaluma Formation and the Sonoma Volcanics. The southern boundary was defined so as to include the set of parcels south of and adjacent to the project parcel, with the boundary following parcel boundaries. The western boundary was defined by the watershed area contributing to the tributary to Willow Brook. The eastern boundary was defined by the

watershed area contributing to Lynch Creek. The entire recharge area is underlain by the Petaluma Formation (Mpm) which is overlain by colluvial deposits (Qc) in the northcentral portions of the recharge area.

The model was developed using a 10-meter resolution rectangular grid and water budget calculations were made on a daily time step. Key spatial inputs included a flow direction map developed from the USGS 10-meter resolution Digital Elevation Model, a land cover dataset based on the Sonoma County Lifeform Map developed by the Sonoma County Agricultural Preservation and Open Space District (Figure 3), a distribution of Hydrologic Soil Groups (A through D classification from lowest to highest runoff potential), and Available Water Capacity (AWC) developed from the NRCS Soil Survey Geographic Database (SSURGO) (Figure 4).

A series of model parameters were assigned for each land cover type/soil group combination including a curve number, dormant and growing season interception storage values, and a rooting depth (Table 6). Curve numbers were assigned based on standard NRCS methods. Interception storage values and rooting depths were assigned based on literature values and previous modeling experience. Infiltration rates for hydrologic soil groups A through D were applied based on Cronshey et al. (1986) (Table 7) along with default soil-moisture-retention relationships based on Thornthwaite and Mather (1957) (Figure 5).

Daily precipitation and daily minimum and maximum air temperature data were compiled for the Petaluma River Airport gauging station which is located ~1.8 miles south of the project parcel (Figure 6). This station was selected because it represents the best available climate station in proximity to the project site with a long and continuous period of record. Based on the PRISM dataset which describes the spatial variations in long-term precipitation for the continental U.S., the 1980 to 2010 mean annual precipitation at the Petaluma gauging station location was 26.69 inches and the area-weighted mean annual precipitation within the project recharge area was 32.56 inches (PRISM, 2010). The Petaluma precipitation record was scaled by a factor of 1.22 to account for the difference in precipitation between the gauge location and the project recharge area.

Water Year 2010 was selected to represent average water year conditions for the analysis because it represents a recent year with near long-term average precipitation conditions (32.8 inches at the scaled Petaluma station). The model was also evaluated for water year 2014 to represent drought conditions. Water year 2014 precipitation was 19.4 inches or approximately 60% of long-term average conditions.

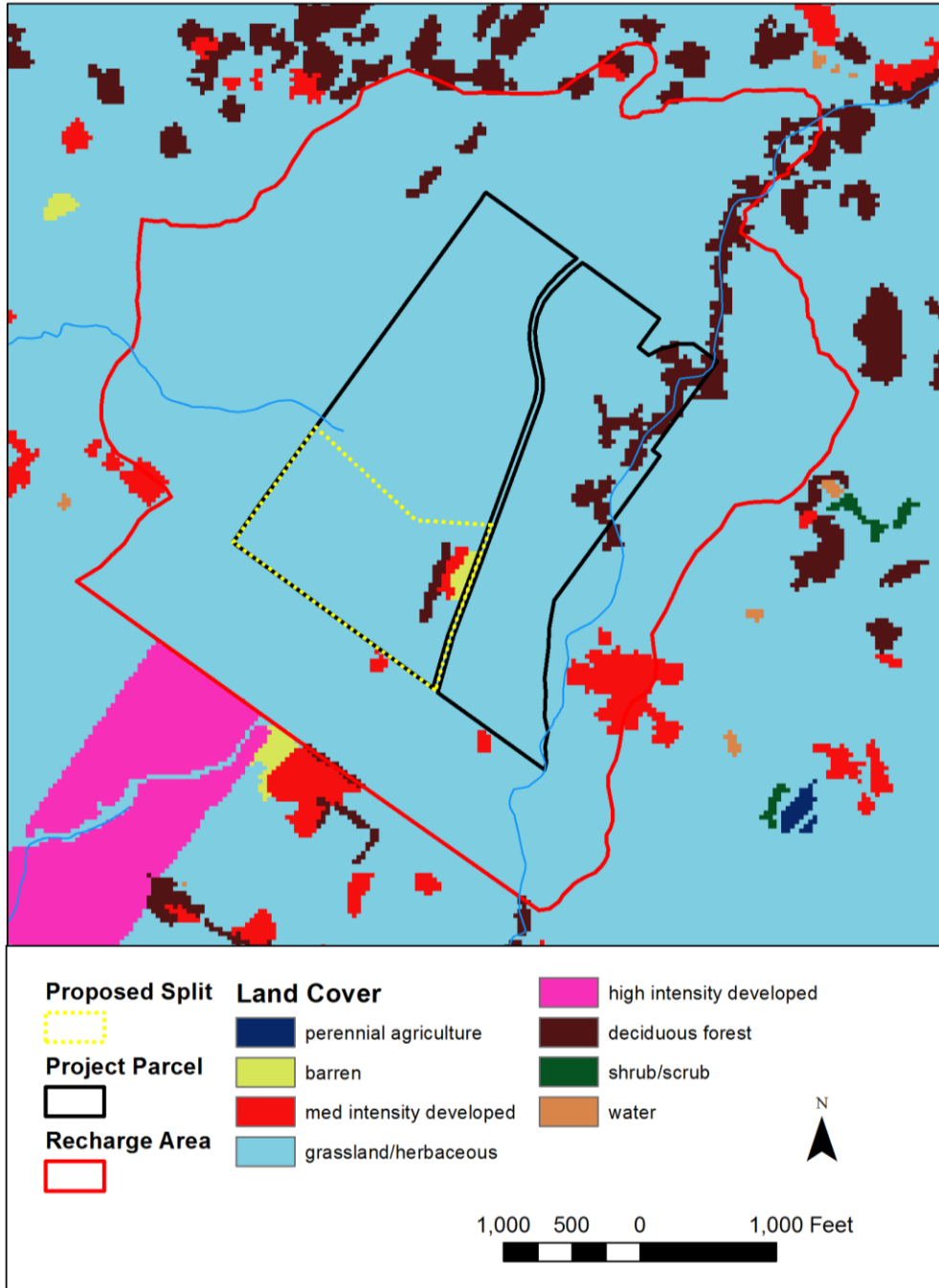


Figure 3: Land cover map used in the SWB model.

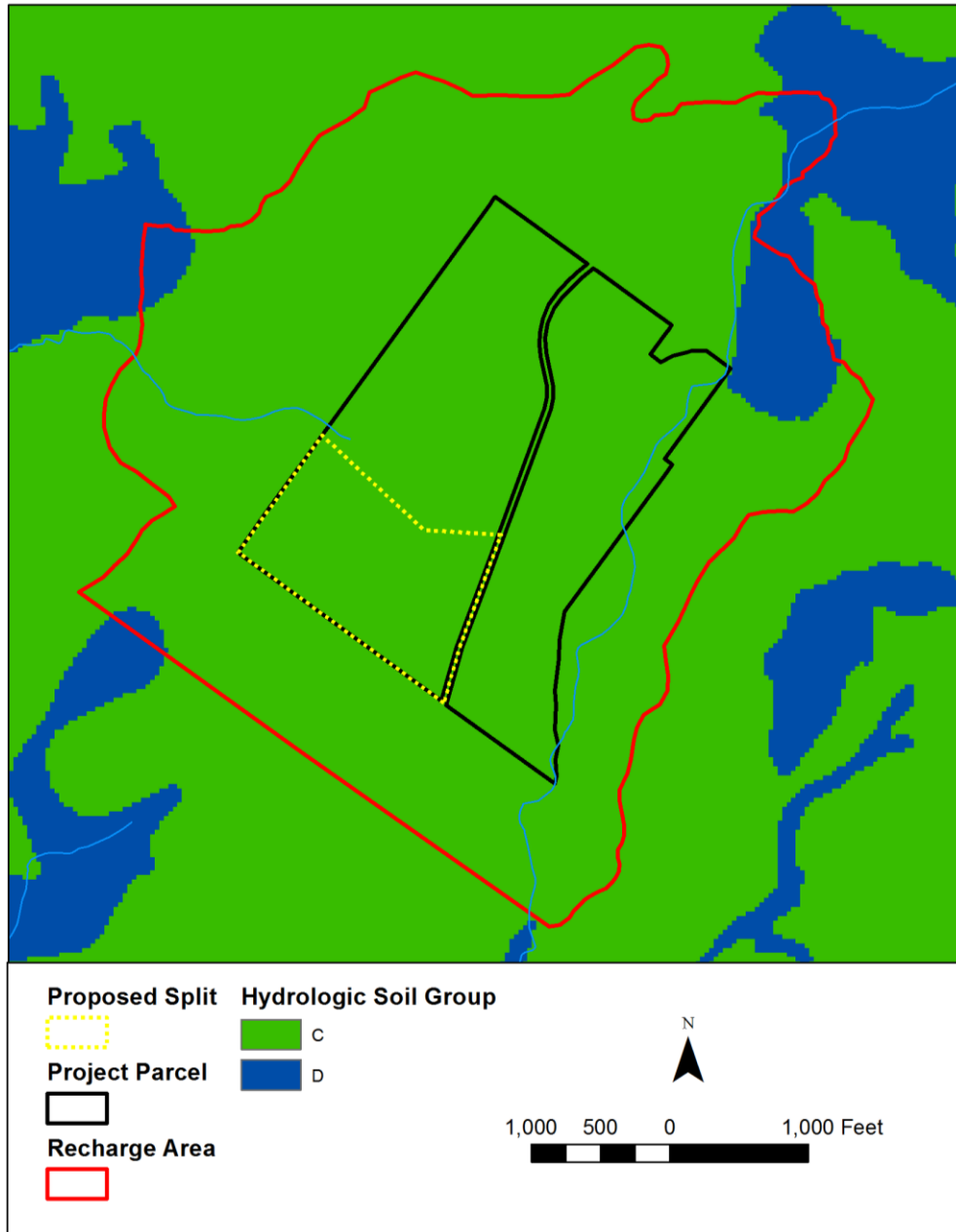


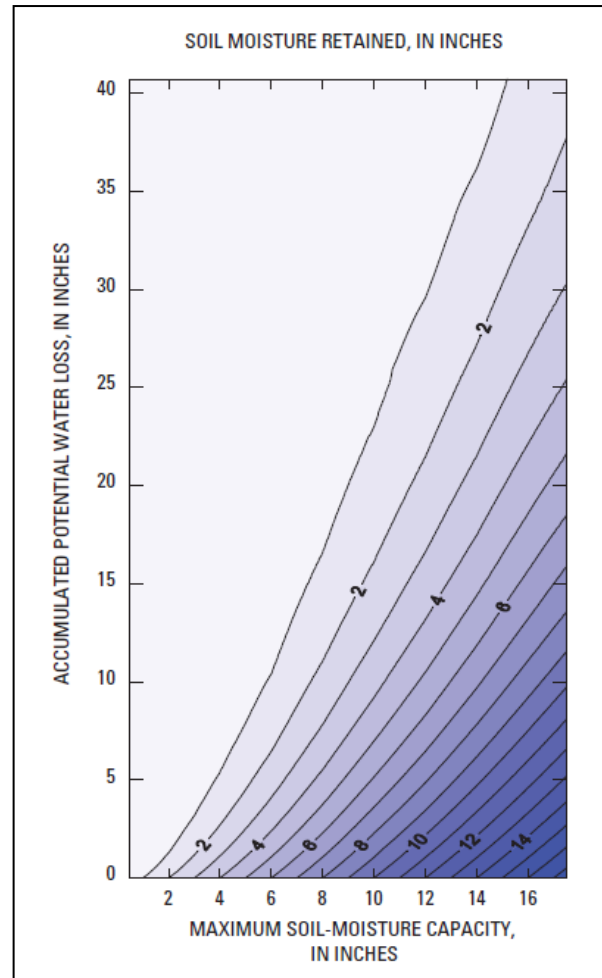
Figure 4: Soil map used in the SWB model.

**Table 6: Soil and land cover properties used in the SWB model.**

Land Cover	Curve Number		Interception Storage Values		Rooting Depths (ft)	
	C Soils	D Soils	Growing Season	Dormant Season	C Soils	D Soils
			Season	Season		
water	100	100	0.000	0.000	0.00	0.00
developed - med intensity	83	87	0.005	0.002	2.00	1.80
developed - high intensity	90	92	0.005	0.002	2.00	1.80
barren	91	94	0.000	0.000	0.00	0.00
deciduous forest	70	77	0.050	0.020	4.90	4.70
shrub/scrub	65	73	0.080	0.015	2.70	2.60
grassland/herbaceous	71	78	0.005	0.004	1.00	1.00
perennial agriculture	75	81	0.080	0.040	1.80	1.70

**Table 7: Infiltration rates for NRCS hydrologic soil groups (Cronshey et al., 1986).**

Soil Group	Infiltration Rate (in/hr)
A	> 0.3
B	0.15 - 0.3
C	0.05 - 0.15
D	<0.05



**Figure 5: Soil-moisture-retention table (Thornthwaite and Mather, 1957).**

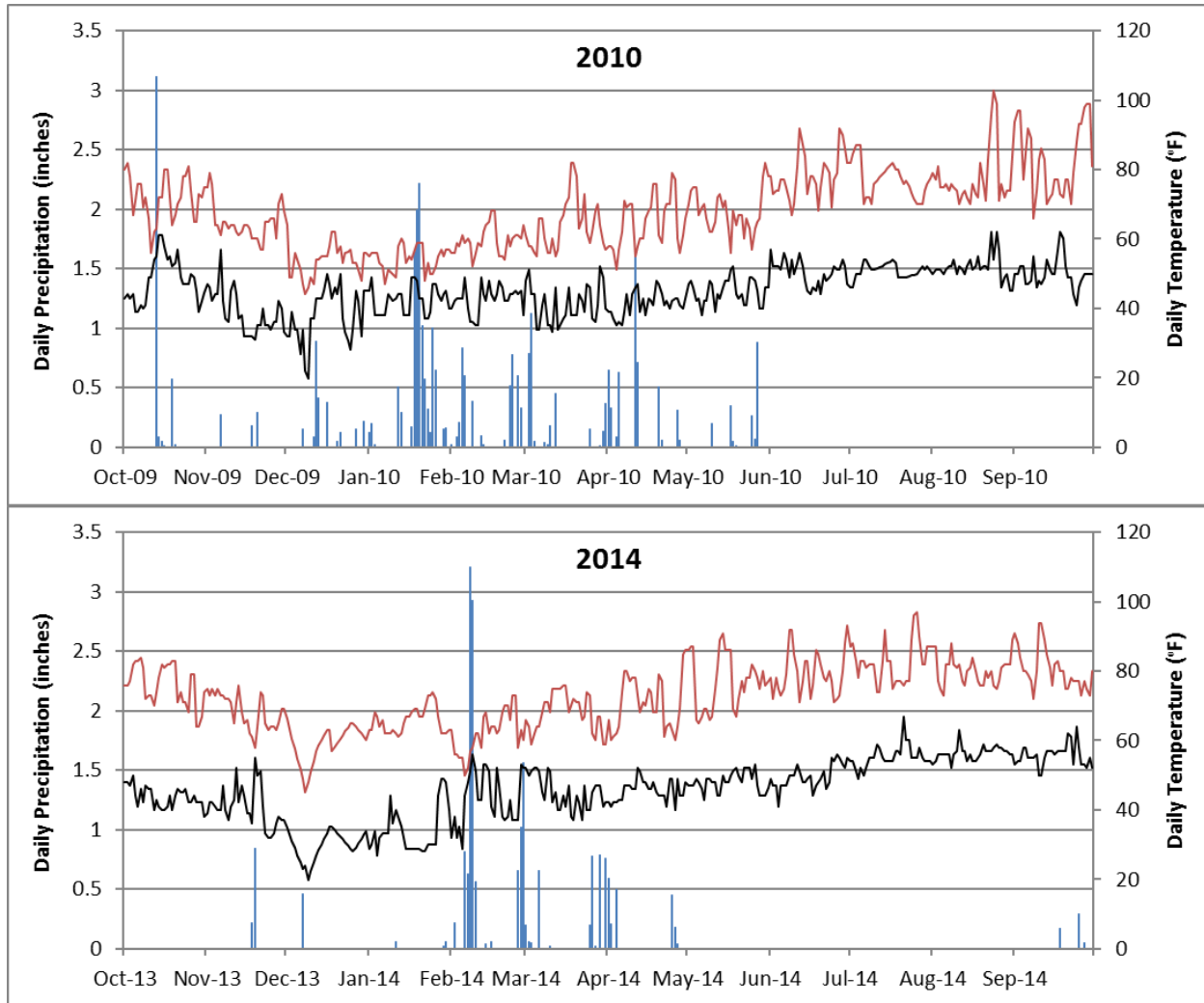


Figure 6: Daily precipitation and minimum and maximum air temperature used in the SWB model.

## Results

The simulated Water Year 2010 (average water year) recharge results indicate that recharge varied across the project recharge area from 5.0 to 8.2 inches (Figure 7 and Table 8). Spatially averaged over the project recharge area, the 32.8 inches of precipitation was partitioned as follows: Actual Evapotranspiration (AET) = 14.5 inches, Runoff = 12.1 inches, and Recharge = 6.3 inches (Table 9). The simulated water year 2014 (dry water year) recharge results indicate that recharge varied across the project recharge area from close 2.4 to 4.3 inches (Figure 8 and Table 8). Spatially averaged over the project recharge area, only 3.2 of the 19.4 inches of precipitation was recharged (Table 9). Recharge as a percentage of annual precipitation ranged from 19% in the average water year to 16% in the dry water year. Runoff as a percentage of annual

precipitation was 37% in the average water year but was reduced substantially to 9% in the dry water year where AET accounted for the vast majority of the available precipitation.

Groundwater recharge estimates can also be expressed as a total volume by multiplying the calculated recharge by the project aquifer recharge area of 506.1 acres. This calculation yields an estimate of total recharge of 135.0 ac-ft during the drought conditions of water year 2014 and of 265.7 ac-ft for the average water year of 2010.

Water budget estimates are available for several larger watershed areas nearby including the Santa Rosa Plain, the Green Valley Creek watershed, and the Sonoma Valley. Comparisons to these water budgets are useful for determining the overall reasonableness of the results although one would not expect precise agreement owing to significant variations in climate, land cover, soil types, and underlying hydrogeologic conditions. These regional analyses estimated that mean annual recharge was equivalent to between 7% and 15% of mean annual precipitation (Farrar et. al., 2006; Kobor and O'Connor, 2016; Woolfenden and Hevesi, 2014). The simulated water year 2010 groundwater recharge for the project recharge area represents ~19% of the precipitation which is somewhat higher than the range of existing regional estimates. The higher recharge at the project site is likely a reflection of the topographic position of the project recharge area where a significant volume of runoff enters the area from the Lynch Creek watershed area to the north.

**Table 8: Summary of water balance results from the SWB model.**

	2010		2014	
	inches	% of precip	inches	% of precip
Precipitation	32.8		19.4	
AET	14.5	44%	14.4	74%
Runoff	12.1	37%	1.8	9%
Recharge	6.3	19%	3.2	16%

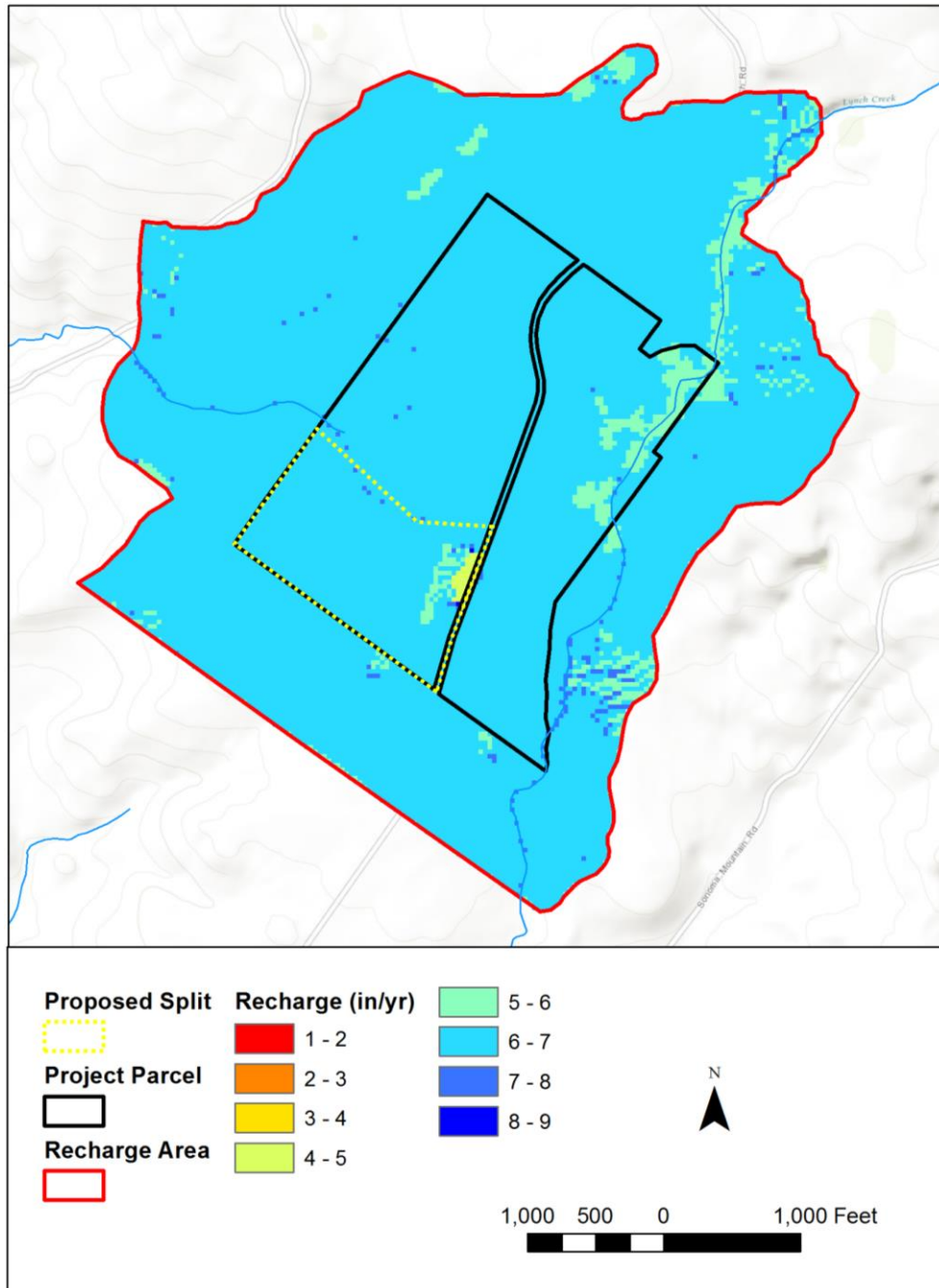


Figure 7: WY 2010 recharge simulated with the SWB model.



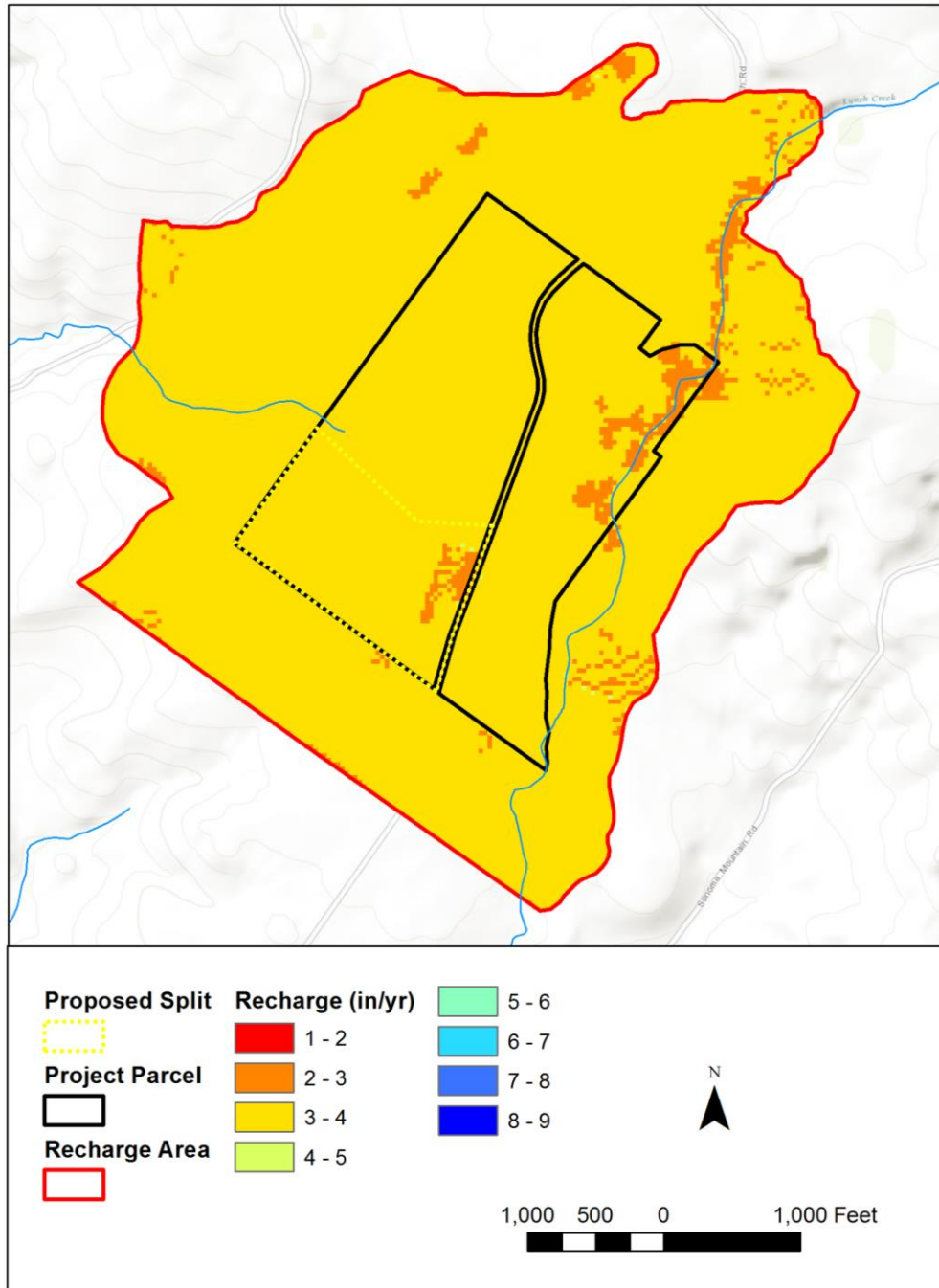


Figure 8: WY 2014 recharge simulated with the SWB model.

## Comparison of Water Demand and Groundwater Recharge

The total proposed water use for the project recharge area is estimated to be 51.7 ac-ft/yr. This represents 19% of the estimated mean annual groundwater recharge of 265.7 ac-ft/yr and 38% of the estimated dry water year recharge of 135.0 ac-ft/yr (Table 9). This comparison indicates that there is a substantial surplus of groundwater resources in terms of estimated annual groundwater recharge even during drought conditions such as water year 2014. Given the magnitude of this surplus, the small hypothetical increase (3%) in water use associated with the proposed lot split is highly unlikely to result in reductions in groundwater levels or depletion of groundwater resources over time.

**Table 9: Comparison of total annual Water Use for the project recharge area and average and dry year groundwater recharge.**

Total Proposed Demand (ac-ft/yr)	Average Water Year (2010)			Dry Water Year (2014)		
	Recharge (ac-ft/yr)	Recharge Surplus (ac-ft/yr)	Demand as % of Recharge	Recharge (ac-ft/yr)	Recharge Surplus (a c-ft/yr)	Demand as % of Recharge
51.7	265.7	214.0	19%	135.0	134.8	38%

## Well Interference Analysis

The closest neighboring well appears to be associated with the parcel to the east of the project parcel and is approximately 1,750-ft away from the project well. Given the significant horizontal separation between the project well and the closest neighboring well and the small hypothetical increase in water use associated with the proposed lot split, it is highly unlikely that increases in pumping associated with the proposed lot split would result in significant well interference at neighboring wells

## Summary

Application of the Soil Water Balance (SWB) model to the project recharge area revealed that average water year recharge was ~6.3 inches/yr or 265.7 ac-ft/yr. During drought conditions, recharge was significantly lower at ~3.1 inches/yr or 135.0 ac-ft/yr. The total proposed Water Use for the project recharge area is estimated to be 51.7 ac-ft/yr, which represents only 19% of the mean annual recharge indicating that the proposed lot split is unlikely to result in declines in groundwater elevations or depletion of groundwater resources over time. No wells are located within 500-ft of the project well and given the significant distances separating the project well from neighboring wells, well interference associated with increased water use resulting from the lot split is highly unlikely.

Available groundwater monitoring data indicates a modest trend of declining groundwater elevations over time which may be related to increasing groundwater development. Evaluating the supply and demand of groundwater resources in the Petaluma Formation at a regional scale would be necessary to determine the overall sustainability of groundwater use in the area, however the modest scale of the elevation declines (0.2 to 0.4 in/yr) and the apparent surplus of groundwater recharge at the project scale evaluated here suggest that the groundwater use is sustainable locally.

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**APPENDIX A**

**Well Completion Reports**

**12 pages**

PW

STATE OF CALIFORNIA  
**WELL COMPLETION REPORT**  
 No. **e0267856**

OWNER'S WELL No. 9147  
 Date Work Began 7/31/15 Ended 8/7/15  
 Local Permit Agency SONOMA

Permit No. WEL15-0012 Permit Date 03-04-2015

DWR USE ONLY -- DO NOT FILL IN  
 STATE WELL NO. STATION NO.  
 LATITUDE LONGITUDE  
 APN / TRS / OTHER

GEOLOGIC LOG			WELL OWNER	
DEPTH FROM SURFACE Ft.	DEPTH TO FIRST WATER (ft.) BELOW SURFACE Ft.	DESCRIPTION	ERNE DENIZ	1925 LYNCH ROAD
0	1	topsoil	PETALUMA	CA 94954
1	25	brown clay	Address 1925 LYNCH ROAD	
25	55	blue clay	City PETALUMA County SONOMA	
55	62	sandy blue clay	Apn Book 137 Page 100 Parcel 013	
62	70	blue clay	Township or Range Section 1/4 1/4	
70	75	gravel	Latitude NORTH Longitude WEST	
75	110	blue clay	Deg. Min. Sec. LOCATION SKETCH	
110	115	gravel		
115	180	blue clay		
180	216	fine blue gray gravel		
216	222	blue clay		
222	230	blue clay with gravel		
230	280	blue clay		
280	305	dry blue clay		
305	312	gravel		
312	320	blue clay		
320	330	gravel		
330	340	blue clay		
340	375	blue clay with gravel		
375	387	blue clay		
387	392	blue clay with gravel		
392	396	blue clay		
396	400	blue clay with gravel		
400	405	blue clay		
405	407	blue clay with gravel		
407	420	blue clay		

TOTAL DEPTH OF BORING		TOTAL DEPTH OF COMPLETED WELL		ACTIVITY	PLANNED USE(S)	DATE MEASURED
420	(Feet)	420	(Feet)	NEW WELL	DOMESTIC WATER	Aug 7, 2015
set pump at 300' for 25 gpm				DRILLING METHOD	ROTARY MUD	FLUID
ESTIMATED YIELD * 35 (G.P.M.) & TEST TYPE Airlift				DEPTH OF STATIC WATER LEVEL	80 (Ft.)	TOTAL DRAWDOWN (FT.)
TEST LENGTH 2 (Hrs.)				*May not be representative of a well's long-term yield.		

DEPTH FROM SURFACE		BORE-HOLE			CASING			DEPTH FROM SURFACE		ANNULAR MATERIAL	
Ft.	To Ft.	DIA.	TYPE	Material / Grade	Dia.	Gauge	Slot size	Ft.	To Ft.	Seal Material	Filter Pack (Type / Size)
0	180	11	BLANK	E480 PVC	5	200		0	50	BENTONITE	
180	240	11	PERF	E480 PVC	5	200	032	50	420		SAND MIX
240	300	11	BLANK	E480 PVC	5	200					3 YDS 12/20
300	420	11	PERF	E480 PVC	5	200	032				3 YDS 8/16

Attachments  
 no Geologic Log  
 no Well Construction Diagram  
 no Geophysical Logs  
 no Soil Water Chemical Analyses  
 no Other

CERTIFICATION STATEMENT  
 I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.  
 NAME **FISCH BROS. DRILLING INC.**  
 (PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)  
 5001 Gravenstein Hwy No Sebastopol CA 95472  
 Signed Scot Unterseher 087075 399226  
 WELL DRILLER / AUTHORIZED REPRESENTATIVE DATE SIGNED C-57 LICENSE NUMBER

#1

ORIGINAL  
File with DWR

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
WATER WELL DRILLERS REPORT

Do not fill in

No. 365642

Notice of Intent No. \_\_\_\_\_

Local Permit No. or Date \_\_\_\_\_ #91-0483 A.P. 136-130-03

State Well No. 05N07W15

Other Well No. \_\_\_\_\_



(12) WELL LOG: Total depth 300 ft. Completed depth \_\_\_\_\_ ft.  
from ft. to ft. Formation (Describe by color, character, size or material)

0	-	1	top soil
1	-	15	boulders/yellow clay
15	-	50	sandy yellow clay/streaks yellow sand and gravel
50	-	55	sandy yellow clay/streaks yellow sand and gravel
55	-	85	blue clay
85	-	100	blue clay/streaks fine blue gravel
100	-	138	blue clay
138	-	189	blue jointed clay
189	-	192	hard blue sandstone/shells
192	-	251	sandy blue clay/redwood
251	-	273	sticky blue clay
273	-	290	fine blue gravel
290	-	300	blue clay/streaks gravel

(2) LOCATION OF WELL (See instructions):

County Sonoma Owner's Well Number \_\_\_\_\_  
Well address if different from above 2064 Old Adobe Rd.  
Township Petaluma Range \_\_\_\_\_ Section \_\_\_\_\_  
Distance from cities, roads, railroads, fences, etc. \_\_\_\_\_

(3) TYPE OF WORK:

- New Well  Deepening
- Reconstruction
- Reconditioning
- Horizontal Well
- Destruction  (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:

- Domestic
- Irrigation
- Industrial
- Test Well
- Municipal
- Other  (Describe)

WELL LOCATION SKETCH

(5) EQUIPMENT:

- Rotary  Reverse
- Cable  Air
- Other  Bucket

(6) GRAVEL PACK:

- Yes  No  Size Birdseye/pea gravel
- Diameter of bore \_\_\_\_\_
- Packed from 30 to 300 ft.

(7) CASING INSTALLED:

- Steel  Plastic  Concrete

(8) PERFORATIONS:

Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
0	300	5"	#200	80	100	.032 sand screen
				260	300	

(9) WELL SEAL:

- Was surface sanitary seal provided? Yes  No  If yes, to depth 30 ft.
- Were struts sealed against pollution? Yes  No  Interval \_\_\_\_\_ ft.
- Method of sealing grout surface seal

Work started 5-1-91 19\_\_\_\_ Completed 5-3-91 19\_\_\_\_

(10) WATER LEVELS:

Depth of first water, if known \_\_\_\_\_ ft.  
Standing level after well completion 16 ft.

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

(11) WELL TESTS:

- Was well test made? Yes  No  If yes, by whom? \_\_\_\_\_
- Type of test Pump  Baller  Air lift
- Depth to water at start of test 16 ft. At end of test 100 ft.
- Discharge 75 gal/min after 4 hours Water temperature \_\_\_\_\_
- Chemical analysis made? Yes  No  If yes, by whom? \_\_\_\_\_
- Was electric log made. Yes  No  If yes, attach copy to this report

Signed John Jepsen (Well Driller)  
 NAME LES PETERSEN DRILLING & PUMP, INC.  
 (Person, firm, or corporation) (Typed or printed)  
 Address 5434 OLD REDWOOD HIGHWAY  
 City SANTA ROSA, CA. ZIP 95401  
 License No. 261084 Date of this report 5/12/91





#3

STATE OF CALIFORNIA  
WELL COMPLETION REPORT  
No. e0135825

OWNER'S WELL No. 7419

Date Work Began 9/2/11 Ended 9/8/11

Local Permit Agency SONOMA

Permit No. WELL11-0262 Permit Date 08-24-2011

DWR USE ONLY — DO NOT FILL IN

DISCONTINUED

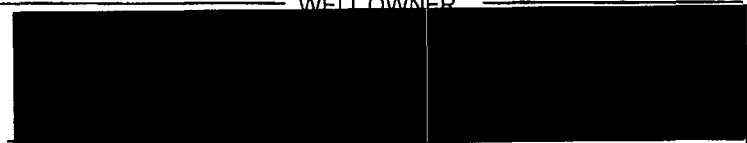
STATE WELL NO. STATION NO.

LATITUDE LONGITUDE

APN / TRS / OTHER

GEOLOGIC LOG

ORIENTATION		Vertical	Degree of Angle
DEPTH FROM SURFACE		DEPTH TO FIRST WATER (ft.) BELOW SURFACE	
Ft.	Ft.	DESCRIPTION	
0	1	topsoil	
1	8	brown adobe clay	
8	25	brown sandy clay	
25	265	blue clay	
265	310	cemented gravel with layers of blue clay	
310	320	blue clay	



WELL LOCATION

Address 2863 EDWYN KELSEY WAY

City PETALUMA County SONOMA

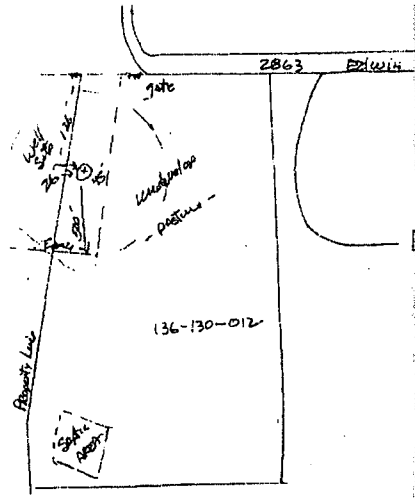
Apn Book 136 or Page 130 Parcel 012

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4

Latitude \_\_\_\_\_ of NORTH Longitude \_\_\_\_\_ WEST

Deg. Min. Sec. \_\_\_\_\_ Deg. Min. Sec. \_\_\_\_\_

LOCATION SKETCH



ACTIVITY NEW WELL PLANNED USE(S) DOMESTIC WATER

DRILLING METHOD ROTARY MUD FLUID \_\_\_\_\_

DEPTH OF STATIC WATER LEVEL 100 (ft.) & DATE MEASURED Sep 8, 2011

ESTIMATED YIELD \* 30 (G.P.M.) & TEST TYPE Airlift

TEST LENGTH. 2 (Hrs.) TOTAL DRAWDOWN 220 (FT.)

\*May not be representative of a well's long-term yield.

TOTAL DEPTH OF BORING 320 (Feet)

TOTAL DEPTH OF COMPLETED WELL 320 (Feet)

DEPTH FROM SURFACE		BORE-HOLE DIA.	TYPE	CASING				DEPTH FROM SURFACE		ANNULAR MATERIAL	
Ft.	To Ft.			Material / Grade	Dia.	Gauge	Slot size	Ft.	To Ft.	Seal Material	Filter Pack (Type / Size)
0	250	12 25	Blank	F480 PVC	5	200		0	20	BENTONITE	
250	310	12 25	Perfs	F480 PVC	5	200	0.32	20	320		8 X 16
310	320	12 25	Blank	F480 PVC	5	200					SAND
											8 YDS

- Attachments
- no Geologic Log
  - no Well Construction Diagram
  - no Geophysical Logs
  - no Soil Water Chemical Analyses
  - no Other

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME Fisch Bros Drilling, Inc  
(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)

5001 Gravenstein Hwy No Sebastopol CA 95472

Signed Scot Unterseher Sept 8, 2011 399226  
WELL DRILLER / AUTHORIZED REPRESENTATIVE DATE SIGNED C-57 LICENSE NUMBER



ORIGINAL  
File with DWR

#5

STATE OF CALIFORNIA  
**WELL COMPLETION REPORT**  
Refer to Instruction Pamphlet

DWR USE ONLY - DO NOT FILL IN  
05 N 07 W 09 M M  
STATE WELL NO./STATION NO.  
LATITUDE LONGITUDE  
APN/TRS/OTHER

Page \_\_\_ of \_\_\_  
Owner's Well No. \_\_\_\_\_  
Date Work Began \_\_\_\_\_, Ended \_\_\_\_\_  
Local Permit Agency \_\_\_\_\_  
Permit No. \_\_\_\_\_ Permit Date \_\_\_\_\_

No. **562523**

GEOLOGIC LOG		
ORIENTATION (∠) <input checked="" type="checkbox"/> VERTICAL _____ HORIZONTAL _____ ANGLE _____ (SPECIFY)		
DEPTH TO FIRST WATER _____ (Ft.) BELOW SURFACE		
DEPTH FROM SURFACE		DESCRIPTION
Ft. to Ft.		Describe material, grain size, color, etc.
0	2	TOP SOIL
2	22	BROWN CLAY
22	92	BLUE CLAY
92	102	GRAVEL AND RICJ
102	114	HARD SANDSTONE
114	242	BLUE CLAY/JOINTED CLAY
242	302	BLUE CLAY/JOINTED CLAY
302	337	GRAVEL - ROCK
337	362	STICKEY BLUE CLAY
362	367	BLUE CLAY/GRAVEL
367	372	GRAVEL
372	382	STICKEY BLUE CLAY
382	392	BLUE CLAY/SOME GRAVEL
392	492	STICKEY BLUE CLAY
392	502	GRAVEL
502	522	BLUE CLAY/GRAVEL
PERFORATIONS CONTINUED		
380	480	BLANK
480	520	PERFORATIONS

**WELL OWNER**

Address **SAME**  
City \_\_\_\_\_  
County **SONOMA**  
APN Book **137** Page **030** Parcel **20**  
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_  
Latitude \_\_\_\_\_ NORTH Longitude \_\_\_\_\_ WEST  
DEG. MIN. SEC. DEG. MIN. SEC.


**WELL LOCATION**

LOCATION SKETCH NORTH SOUTH  
WEST EAST  
Illustrate or Describe Distance of Well from Landmarks such as Roads, Buildings, Fences, Rivers, etc. PLEASE BE ACCURATE & COMPLETE.

**ACTIVITY (∠)**

NEW WELL  
MODIFICATION/REPAIR  
\_\_\_\_\_ Deepen  
\_\_\_\_\_ Other (Specify)

DESTROY (Describe Procedures and Materials Under "GEOLOGIC LOG")  
**PLANNED USE(S) (∠)**  
\_\_\_\_\_ MONITORING  
WATER SUPPLY  
 Domestic  
\_\_\_\_\_ Public  
\_\_\_\_\_ Irrigation  
\_\_\_\_\_ Industrial  
\_\_\_\_\_ "TEST WELL"  
\_\_\_\_\_ CATHODIC PROTECTION  
\_\_\_\_\_ OTHER (Specify)

DRILLING METHOD **ROTARY MUD** FLUID \_\_\_\_\_  
WATER LEVEL & YIELD OF COMPLETED WELL \_\_\_\_\_  
DEPTH OF STATIC WATER LEVEL **90'** (Ft.) & DATE MEASURED **9/17/97**  
ESTIMATED YIELD **300+** (GPM) & TEST TYPE **AIR LIFT**  
TEST LENGTH **4** (Hrs.) TOTAL DRAWDOWN **200** (Ft.)   
\* May not be representative of a well's long-term yield.

DEPTH FROM SURFACE	BORE-HOLE DIA. (Inches)	CASING(S)						DEPTH FROM SURFACE	ANNULAR MATERIAL					
		TYPE (∠)	MATERIAL / GRADE	INTERNAL DIAMETER (Inches)	GAUGE OR WALL THICKNESS	SLOT SIZE IF ANY (Inches)	Ft. to Ft.		CE-MENT (∠)	BEN-TONITE (∠)	FILL (∠)	FILTER PACK (TYPE/SIZE)		
0	180	8 3/4	X	"	"	"	"	0	120	XX	"	"	"	"
180	200	"	X	"	"	"	"	120	520	"	"	"	"	1/4 X 1/8
200	280	"	X	"	"	"	"							
280	340	"	X	"	"	"	"							
340	360	"	X	"	"	"	"							
360	380	"	X	"	"	"	"							

**ATTACHMENTS (∠)**

\_\_\_\_\_ Geologic Log  
\_\_\_\_\_ Well Construction Diagram  
\_\_\_\_\_ Geophysical Log(s)  
\_\_\_\_\_ Soil/Water Chemical Analyses  
\_\_\_\_\_ Other \_\_\_\_\_

ATTACH ADDITIONAL INFORMATION, IF IT EXISTS.

**CERTIFICATION STATEMENT**

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME **LES PETERSEN DRILLING & PUMP, INC.**  
(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)

ADDRESS **5434 OLD REDWOOD HIGHWAY SANTA ROSA, CA,**  
CITY STATE ZIP

Signed **LUPE VASQUEZ** 9/29/97 261084  
WELL DRILLER/AUTHORIZED REPRESENTATIVE DATE SIGNED

C-57 LICENSE NUMBER

#6

ORIGINAL  
File with DWR

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
WATER WELL DRILLERS REPORT

Do not fill in

No. 365604

Notice of Intent No. \_\_\_\_\_

Local Permit No. or Date #475-90

A.P. #137-040-10

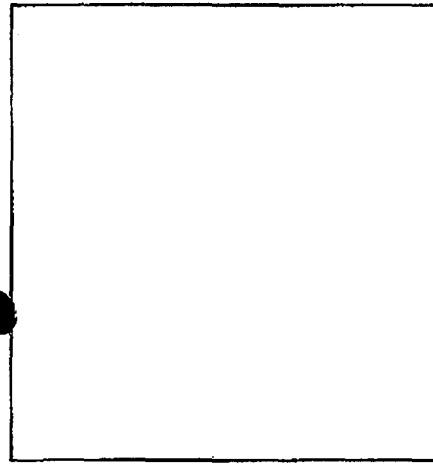
State Well No. OSND7W09

Other Well No. \_\_\_\_\_

(2) LOCATION OF WELL (See instructions):  
County SONOMA Owner's Well Number \_\_\_\_\_  
Well address if different from above 1100 Jacobson Lane  
Township Penngrove Range \_\_\_\_\_ Section \_\_\_\_\_  
Distance from cities, roads, railroads, fences, etc. \_\_\_\_\_

(12) WELL LOG: Total depth 440 ft. Completed depth \_\_\_\_\_ ft.

from ft.	to ft.	Formation (Describe by color, character, size or material)
0	5	top soil
5	8	boulders
8	18	yellow clay
18	60	blue clay
60	69	blue gravel
69	105	blue clay
105	115	yellow jointed clya
115	245	blue clay
245	307	blue clay
307	310	blue rock
310	369	blue clay
363	371	blue rock
371	411	blue clay/streaks blue rock
411	413	blue rock
413	440	blue clay/streaks blue rk.



(3) TYPE OF WORK:  
New Well  Deepening   
Reconstruction   
Reconditioning   
Horizontal Well   
Destruction  (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:  
Domestic   
Irrigation   
Industrial   
Test Well   
Municipal   
Other  (Describe)

WELL LOCATION SKETCH

(5) EQUIPMENT:  
Rotary  Reverse   
Cable  Air   
Other  Bucket

(6) GRAVEL PACK:  
Yes  No  Size 3/8 Per \_\_\_\_\_  
Diameter of bore \_\_\_\_\_  
Packed from 25 to 440 ft.

(7) CASING INSTALLED:  
Steel  Plastic  Concrete

(8) PERFORATIONS:  
Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
0	442	5	#200	0	302	screen
				60	80	
				300	442	

(9) WELL SEAL:  
Was surface sanitary seal provided? Yes  No  If yes, to depth 25 ft.  
Were strata sealed against pollution? Yes  No  Interval \_\_\_\_\_ ft.  
Method of sealing grout surface

(10) WATER LEVELS:  
Depth of first water, if known \_\_\_\_\_ ft.  
Standing level after well completion 45 ft.

(11) WELL TESTS:  
75 GPM at 240'  
Was well test made? Yes  No  If yes, by whom? \_\_\_\_\_  
Type of test Pump  Baller  Air  Baller   
Depth to water at start of test 45 ft. At end of test 145 ft.  
Discharge 25 gal/min after 4 hours Water temperature \_\_\_\_\_  
Chemical analysis made? Yes  No  If yes, by whom? \_\_\_\_\_  
Was electric log made Yes  No  If yes, attach copy to this report

Work started 10/15/90 Completed 10/18/90

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

Signed John Jepsen

NAME LES PETERSEN DRILLING & PUMP, INC.  
(Person, firm, or corporation) (Typed or printed)

Address 5434 Old Redwood Highway

City Santa Rosa, Ca. 95403 ZIP \_\_\_\_\_  
License No 261084 Date of this report 10/22/90

NOT FOR PUBLIC USE  
WATER CODE SEC. 13752



#7

STATE OF CALIFORNIA

WELL COMPLETION REPORT

OWNER'S WELL No. 6995

Date Work Began 11/9/09 Ended 11/17/09

Local Permit Agency SONOMA

Permit No. WEL09-0357 Permit Date 10-20-2009

No. e0099842

DWR USE ONLY --- DO NOT FILL IN

01510711151

STATE WELL NO. STATION NO.

LATITUDE LONGITUDE

APN / TRS / OTHER

ORIENTATION Vertical Degree of Angle

DEPTH FROM SURFACE DEPTH TO FIRST WATER (ft.) BELOW SURFACE

Ft. Ft. DESCRIPTION

0	1	topsoil
1	55	brown clay
55	80	blue clay
80	130	blue clay with embedded gravel
130	140	blue clay with gravel
140	175	blue clay
175	180	blue clay with gravel
180	222	blue clay
222	233	blue clay with gravel
233	284	blue clay
284	296	blue clay with gravel
296	325	blue clay
325	333	blue clay with gravel
333	362	blue clay
362	390	blue clay with gravel
390	400	blue clay
400	407	blue clay with gravel
	420	blue clay



WELL LOCATION

Address 1927 LYNCH ROAD

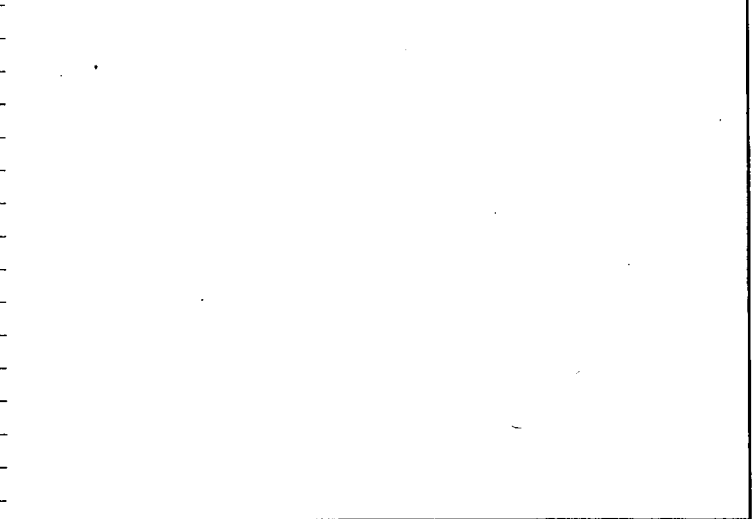
City PETALUMA County SONOMA

Apn Book 137 Page 090 Parcel 004

Township Range Section 1/4 1/4

Latitude NORTH Longitude WEST

Deg. Min. Sec. Deg. Min. Sec.



240 - 280	12.25 blank pvc 5" 200
280 - 340	12.25 perf pvc 5" 200 .032
340 - 360	12.25 blank pvc 5" 200
360 - 420	12.25 perf pvc 5" 200 .032

ACTIVITY NEW WELL PLANNED USE(S) DOMESTIC WATER

DRILLING METHOD ROTARY MUD FLUID

DEPTH OF STATIC WATER LEVEL 95 (Ft.) & DATE MEASURED Nov 17, 2009

ESTIMATED YIELD \* 25 (G.P.M.) & TEST TYPE Airlift

TEST LENGTH 2 (Hrs.) TOTAL DRAWDOWN 240 (FT.)

\*May not be representative of a well's long-term yield.

TOTAL DEPTH OF BORING 420 (Feet)

TOTAL DEPTH OF COMPLETED WELL 420 (Feet)

DEPTH FROM SURFACE		BORE-HOLE		CASING				
Ft.	To Ft.	DIA.	TYPE	Material / Grade	Dia.	Gauge	Slot size	
0	120	12.25	Blank	F480 PVC	5	200		
120	140	12.25	Perfs	F480 PVC	5	200	.032	
140	160	12.25	Blank	F480 PVC	5	200		
160	180	12.25	Perfs	F480 PVC	5	200	.032	
180	220	12.25	Blank	F480 PVC	5	200		
220	240	12.25	Perfs	F480 PVC	5	200	.032	

DEPTH FROM SURFACE		ANNULAR MATERIAL		
Ft.	To Ft.	Seal Material	Filter Pack	(Type / Size)
0	50	BENTONITE		
50	420		SAND MIX	

- Attachments
- no Geologic Log
  - no Well Construction Diagram
  - Geophysical Logs
  - no Soil Water Chemical Analyses
  - no Other

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME FISCH BROS DRILLING, INC.

(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)

5001 Gravenstein Hwy No Sebastopol CA 95472

Signed Scot Unterseher *Scot Unterseher* 399226

WELL DRILLER / AUTHORIZED REPRESENTATIVE DATE SIGNED C- 57 LICENSE NUMBER

# 8

STATE OF CALIFORNIA

WELL COMPLETION REPORT

OWNER'S WELL No. 3768

Date Work Began 2/18/98 Ended 2/27/98

No. 528863

DWR USE ONLY - DO NOT FILL IN

STATE WELL NO. STATION NO.

LATITUDE LONGITUDE APN / TRS / OTHER

Local Permit Agency Sonoma

Permit No. WEL97-0403 Permit Date 9-9-97

GEOLOGIC LOG

Table with columns: ORIENTATION, Vertical, Degree of Angle, DEPTH FROM SURFACE, DEPTH TO FIRST WATER, DESCRIPTION. Rows include: 0-10 Brown Clay, 10-20 Cemented Gravels, 20-40 Dry Blue Clay, 40-50 Clay & Gravels, 50-58 Gravels, 58-135 Blue Clay, 135-145 Gravels, 145-155 Blue Clay, 155-160 Poss Gravels, 160-325 Blue Clay, 325-340 Blue Sands, 340-367 Blue Clay, 367-375 Blue Sands, 375-390 Blue Clay.

WELL OWNER

WELL LOCATION Address Same as above City \_\_\_\_\_ County Sonoma

Apn Book 137 Page 090 Parcel 005 Township S Range E Section 1/4 1/4 Latitude Deg. Min. Sec. NORTH Longitude Deg. Min. Sec. WEST LOCATION SKETCH

TOTAL DEPTH OF BORING 390 (Feet)

TOTAL DEPTH OF COMPLETED WELL 390 (Feet)

ACTIVITY NEW WELL PLANNED USE(S) Domestic Water DRILLING METHOD ROTARY MUD FLUID DEPTH OF STATIC WATERLEVEL 135 (FL) & DATE MEASURED Feb 27, 1998 ESTIMATED YIELD\* 23 (G.P.M.) & TEST TYPE AIR TEST LENGTH 3 (Hrs.) TOTAL DRAWDOWN 260 (FT.) \*May not be representative of a well's long-term yield.

Table with columns: DEPTH FROM SURFACE, BORE-HOLE DIA, CASING TYPE, Material / Grade, Dia, Gauge, Slot size, DEPTH FROM SURFACE, ANNULAR MATERIAL Seal Material, Filter Pack (Type / Size). Rows include: 0-130 BLANK F480 PVC 6 200, 130-190 SCREEN F480 PVC 6 200 Factory, 190-310 Perf & Blank every other 6 200 Factory, 310-390 SCREEN F480 PVC 6 200 Factory. Annular material: 0-60 Bentonite, 60-390 Sand/Grav, 60-120 Gravel 3/8, 120-390 Sand & 8/16, Birds-eye.

- Attachments no Geologic Log no Well Construction Diagram no Geophysical Logs no Soil Water Chemical Analyses no Other

CERTIFICATION STATEMENT I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief. NAME Fisch Bros. Drilling, Inc. (PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED) 5001 Gravenstein Hwy No. Sebastopol CA 95472 Signed Steve Unterseher/Carl Hughes 3-2-98 399226 WELL DRILLER / AUTHORIZED REPRESENTATIVE DATE SIGNED C-57 LICENSE NUMBER

941

# 9

STATE OF CALIFORNIA  
**WELL COMPLETION REPORT**  
 No. **790317**

OWNER'S WELL No. 4929  
 Date Work Began 3/7/03 Ended 4/7/03  
 Local Permit Agency Sonoma

DWR USE ONLY — DO NOT FILL IN  
 05W04W1S  
 STATE WELL NO. STATION NO.  
 LATITUDE LONGITUDE  
 APN / TRS / OTHER

Permit No. WEL02-0478 Permit Date 9-17-2002

**GEOLOGIC LOG**

ORIENTATION		Vertical	Degree of Angle	
DEPTH FROM SURFACE	DEPTH TO FIRST WATER	(ft.) BELOW SURFACE		
Ft.	Ft.	DESCRIPTION		
0	5	brown clay	510-580 black/blue clay	
5	18	brown clay w/gravel	580-610 dry clay w/some embedded rock	
18	65	blue clay		
65	70	gray rock	610-830 red & blue	
70	80	blue clay	volcanic rock	
80	87	gray rock	830-860 red clay	
87	100	blue clay w/wood		
100	110	blue clay		
110	115	soft blue rock		
115	145	blue clay		
145	160	soft blue rock, dry clay, some wood		
160	170	same as above with more clay		
170	190	blue clay		
190	200	dry clay		
200	220	blue clay		
220	226	blue clay w/white soft rock		
226	270	blue clay		
270	285	soft volcanic rock & dry clay		
285	295	blue clay		
295	325	soft volcanic rock & dry clay		
325	327	blue clay		
327	339	harder volcanic rock & clay		
339	390	blue clay		
390	405	hard volcanic rock		
405	460	blue clay w/some zones of rock		
460	495	volcanic rock w/clay		
495	500	clay		
500	510	volcanic rock w/clay		

TOTAL DEPTH OF BORING 860 (Feet)  
 TOTAL DEPTH OF COMPLETED WELL 818 (Feet)



**WELL LOCATION**

Address 1940 Adobe Rd.  
 City Petaluma County Sonoma  
 Apr Book 137 Page 090 Parcel Q14  
 Township or Range Section 1/4 1/4  
 Latitude NORTH Longitude WEST  
 Deg. Min. Sec. Deg. Min. Sec.

**LOCATION SKETCH**

ACTIVITY NEW WELL PLANNED USE(S) Irrigation Water  
 DRILLING METHOD ROTARY MUD FLUID  
 DEPTH OF STATIC WATER LEVEL 100 (ft.) & DATE MEASURED Mar 1, 2003  
 ESTIMATED YIELD \* 500 (G.P.M.) & TEST TYPE Airlift  
 TEST LENGTH .8 (Hrs.) TOTAL DRAWDOWN 380 (FT.)  
 \*May not be representative of a well's long-term yield.

DEPTH FROM SURFACE		BORE-HOLE		CASING				DEPTH FROM SURFACE		ANNULAR MATERIAL	
Ft.	To Ft.	DIA.	TYPE	Material / Grade	Dia.	Gauge	Slot size	Ft.	To Ft.	Seal Material	Filter Pack (Type / Size)
0	558	17.5	Blank	Steel	10	188		0	60	Bentonite	
558	818	17.5	Perfs	Steel	10	188	090	60	818		Pea Gravel 3/8

- Attachments  
 ..09.. Geologic Log  
 ..09.. Well Construction Diagram  
 ..09.. Geophysical Logs  
 ..09.. Soil Water Chemical Analyses  
 no Other

**CERTIFICATION STATEMENT**  
 I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.  
 NAME Fisch Bros. Drilling, Inc.  
 (PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)  
 5001 Gravenstein Hwy No. Sebastopol CA 95472  
 Signed Scot Unterseher Carol Hughes 4-8-03 399226  
 WELL DRILLER / AUTHORIZED REPRESENTATIVE DATE SIGNED C-57 LICENSE NUMBER

# 10

WELL COMPLETION REPORT

OWNER'S WELL No. 6949

Date Work Began 9/22/09 Ended 10/1/09

Local Permit Agency SONOMA

No. e0097888

DWR USE ONLY - DO NOT FILL IN

STATE WELL NO. STATION NO.

LATITUDE LONGITUDE

APN / TRS / OTHER

Permit No. WEL09-0287 Permit Date 9-16-2009

GEOLOGIC LOG

ORIENTATION Vertical Degree of Angle

DEPTH FROM SURFACE DEPTH TO FIRST WATER (ft.) BELOW SURFACE

Table with columns: Depth from Surface (Ft.), Depth to First Water (Ft.), Description. Rows include topsoil, brown clay, light brown clay, blue clay, gravel, cemented gravel, etc.

WELL LOCATION Address 1675 ADOBE ROAD

City PETALUMA County SONOMA

Apn Book 137 Page 090 Parcel 024

Township or Range Section 1/4 1/4

Latitude NORTH Longitude WEST

DEG. MIN. SEC. LOCATION SKETCH

- 340-400 BLANK PVC 5" 200
400-420 PERF PVC 5" 200 .032
420-440 BLANK PVC 5" 200
440-490 PERF PVC 5" 200 .032
490-500 BLANK PVC 5" 200

- 200' - 40+ GPM
300' - 50+ GPM
400' - 60+ GPM

TOTAL DEPTH OF BORING 500 (Feet)

TOTAL DEPTH OF COMPLETED WELL 500 (Feet)

ACTIVITY NEW WELL PLANNED USE(S) DOMESTIC WATER

DRILLING METHOD ROTARY MUD FLUID

DEPTH OF STATIC WATER LEVEL 60 (Ft.) & DATE MEASURED

ESTIMATED YIELD \* (G.P.M.) & TEST TYPE Airlift

TEST LENGTH. 2 (Hrs.) TOTAL DRAWDOWN (FT.)

\*May not be representative of a well's long-term yield.

Table with columns: Depth from Surface (Ft.), Bore-hole (Ft.), Dia., Type, Material / Grade, Dia., Gauge, Slot size. Rows show casing details for F480 PVC.

Table with columns: Depth from Surface (Ft.), Annular Material (Seal Material, Filter Pack). Shows Bentonite seal and 12 YDS filter pack.

- Attachments
no Geologic Log
no Well Construction Diagram
no Geophysical Logs
no Soil Water Chemical Analyses
no Other

CERTIFICATION STATEMENT
I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.
NAME FISCH BROS DRILLING INC
(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)
5001 Gravenstein Hwy No Sebastopol CA 95472
Signed Scot Unterseher 399226
WELL DRILLER / AUTHORIZED REPRESENTATIVE DATE SIGNED C- 57 LICENSE NUMBER



# 11

ORIGINAL  
File with DWR

STATE OF CALIFORNIA  
**WELL COMPLETION REPORT**  
Refer to Instruction Pamphlet

DWR USE ONLY - DO NOT FILL IN

05M07W 15  
STATE WELL NO./STATION NO.

38 16 51 12 13 13  
LATITUDE LONGITUDE

APN/TRS/OTHER

Page 1 of 1  
Owner's Well No. 1 No. **797044**  
Date Work Began 8-2-02, Ended 8-9-02  
Local Permit Agency Sonoma County  
Permit No. Well 02-0347 Permit Date 7-19-02

**GEOLOGIC LOG**

ORIENTATION ( )  VERTICAL  HORIZONTAL  ANGLE (SPECIFY)

DRILLING METHOD Rotary FLUID mud

DEPTH FROM SURFACE

Fl.	to	Fl.	DESCRIPTION
-0-	2		Top Soil
2	130		Brown Sandy clay
130	150		Sand layer - brown
150	240		Clay layer - blue
240	260		Sand layer
260	320		Blue clay
320	350		Sand layer
350	370		Blue clay

Describe material, grain size, color, etc.

TOTAL DEPTH OF BORING 370 (Feet)  
TOTAL DEPTH OF COMPLETED WELL 370 (Feet)

**WELL OWNER**

City Petaluma  
County Sonoma  
APN Book 137 Page 09D Parcel 034  
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_  
Latitude \_\_\_\_\_ NORTH Longitude \_\_\_\_\_ WEST  
DEG. MIN. SEC. DEG. MIN. SEC.

**LOCATION SKETCH**

**ACTIVITY ( )**  
 NEW WELL  
MODIFICATION/REPAIR  
 Deepen  
 Other (Specify) \_\_\_\_\_

**DESTROY (Describe Procedures and Materials Under "GEOLOGIC LOG")**

**PLANNED USES ( )**  
WATER SUPPLY  
 Domestic  Public  
 Irrigation  Industrial

MONITORING   
TEST WELL   
CATHODIC PROTECTION   
HEAT EXCHANGE   
DIRECT PUSH   
INJECTION   
VAPOR EXTRACTION   
SPARGING   
REMEDICATION   
OTHER (SPECIFY) \_\_\_\_\_

Illustrate or Describe Distance of Well from Roads, Buildings, Fences, Rivers, etc. and attach a map. Use additional paper if necessary. **PLEASE BE ACCURATE & COMPLETE.**

**WATER LEVEL & YIELD OF COMPLETED WELL**

DEPTH TO FIRST WATER 130 (Ft.) BELOW SURFACE  
DEPTH OF STATIC WATER LEVEL 80' (Ft.) & DATE MEASURED \_\_\_\_\_  
ESTIMATED YIELD 25 (GPM) & TEST TYPE Air  
TEST LENGTH 10 (Hrs.) TOTAL DRAWDOWN \_\_\_\_\_ (Ft.)  
\* May not be representative of a well's long-term yield.

DEPTH FROM SURFACE	BORE-HOLE DIA. (Inches)	CASING (S)						DEPTH FROM SURFACE	ANNULAR MATERIAL				
		TYPE ( )	MATERIAL / GRADE	INTERNAL DIAMETER (Inches)	GAUGE OR WALL THICKNESS	SLOT SIZE IF ANY (Inches)	CE-MENT ( )		BEN-TONITE ( )	FILL ( )	FILTER PACK (TYPE/SIZE)		
Fl. to Ft.		BLANK	SCREEN	CON-DUCTOR	FILL PIPE			Fl. to Ft.					
-0- 230	10	✓				PVC	5	200	-	-0- 50	✓		neat
230 270	10	✓				PVC	5	200	.032	50 370		✓	Monterey Sand
270 310	10	✓				PVC	5	200	-				
310 370	10	✓				PVC	5	200	.032				

**ATTACHMENTS ( )**

Geologic Log  
 Well Construction Diagram  
 Geophysical Log(s)  
 Soil/Water Chemical Analyses  
 Other \_\_\_\_\_

ATTACH ADDITIONAL INFORMATION, IF IT EXISTS.

**CERTIFICATION STATEMENT**

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME A+K Drilling  
(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)

ADDRESS P.O. Box 750143 Petaluma CA 94975  
CITY STATE ZIP

Signed David J. Miller DATE SIGNED 10-1-02 207800  
WELL DRILLER/AUTHORIZED REPRESENTATIVE DATE SIGNED C-57 LICENSE NUMBER



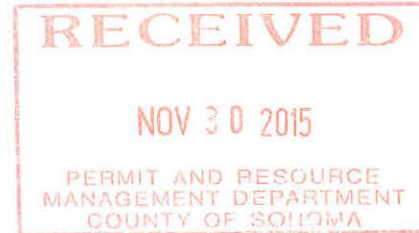
**Santa Rosa Office**  
1305 North Dutton Ave  
Santa Rosa, CA 95401  
P: 707-544-1072  
F: 707-544-1082

**Napa Office**  
1041 Jefferson St, Suite 4  
Napa, CA 94559  
P: 707-252-8105  
F: 707-544-1082

**Middletown Office**  
P.O. Box 852  
Middletown, CA 95461  
P: 707-987-4602  
F: 707-987-4603

November 3, 2015

John and Becky Chevalier  
751 Brett Avenue  
Rohnert Park, CA 94928  
c/o Steve Brown of  
Adobe and Associates  
[sbrown@adobeinc.com](mailto:sbrown@adobeinc.com)



Preliminary Geologic Reconnaissance  
Minor Subdivision  
1925 Lynch Road  
Petaluma, California

Project Number: 3277.01.01.1

## INTRODUCTION

This report presents the results of our preliminary geologic reconnaissance of the property at 1925 Lynch Road, Petaluma, California (see Plate 1). The 160 acre property is accessed by existing earthen roads that extend east and west from Lynch road which roughly bisects the site. The subject property is currently occupied by existing barns, a residence, and agricultural land which appears to be primarily used for cattle grazing. The site is bounded by large rural parcels and single family residences to the north, south, east and west. Lynch Creek marks the approximate eastern property boundary. The purpose of our reconnaissance was to evaluate the geologic hazards within the property and the feasibility of the proposed minor subdivision of the subject property into two parcels. Our report will address the relative stability and feasibility of potential building envelopes and access routes, and the impact of leachfield installation on slope stability. In addition, we have recommended supplemental geotechnical services for actual development, design and construction.

## SCOPE

Our scope of work was limited to a brief site reconnaissance, a review of selected published geologic data and stereo-paired aerial photographs pertinent to the site, and preparation of this report. A site-specific subsurface exploration was not requested, authorized or performed for this phase of our services.

## SERVICES PROVIDED

We reviewed stereo-paired aerial photography pertinent to the site and select published geologic information. A list of the geologic references reviewed is presented at the end of this report. On September 5<sup>th</sup> and 8<sup>th</sup>, 2015, our professional geologist conducted a surficial reconnaissance of the property to observe exposed topographic features, surface soils, and rock outcroppings and cut banks.

## SITE CONDITIONS

The site is located in the foothills to the north of Petaluma. The Sonoma Mountains form the highlands to the northeast (Plate 1). The site vegetation consists of, seasonal grasses, agricultural areas and wooded riparian areas around Lynch Creek and its tributaries. The subject property consists of a subtle southwest trending spur ridge. Lynch Road roughly follows the ridgeline. From Lynch road the subject property slopes to the southeast and the southwest with locally level areas observed across the site. In general the slopes steepen to the southeast and southwest. Several areas of active and historic landsliding were observed within the subject property. Our site visit observed active and dormant head scarps as well as significant zones of accumulated landslide debris. Spring activity and several seasonal ponds were observed within the landslide areas. Based on our site visit and experience with similar materials in the area the site appeared to be underlain by high plasticity near surface soils and areas of potentially plastic and expansive mudstone bedrock. Pervasive desiccation cracks were observed throughout the subject property. Surface cracking in higher concentration was observed on slopes over 5:1 (horizontal to vertical), suggesting that extensional cracking due to soil creep may be augmenting the desiccation cracking of the near surface deposits. Highly plastic soils on slopes greater than 10:1 (horizontal to vertical) experience gradual downhill movement commonly known as creep. Surficial evidence of creep was observed in the form of hummocky terrain and fence posts and utility poles which generally leaned in the downslope direction. Several ephemeral drainages traverse the property which appeared to be experiencing active erosion and sloughing of the stream banks including minor slump failures. Lynch Creek extends along the eastern perimeter of the project site and our site visit observed actively eroding near vertical cut banks, minor active slumps and apparently dormant large scale slump failures.

**Geology** - The property has been mapped by Huffman et al., (1980) and Wagner et al., (2003). Published literature indicates that the site is underlain by bedrock of the Petaluma Formation which is described as consisting of claystone, siltstone and mudstone with interbedded pyroclastic tuffs, sandstones and conglomerates. This was confirmed by our site visit which observed mudstones, siltstones and sandstones exposed in the cut banks of streams which traversed the property. According to mapping by Wagner et al., (2003), portions of the site are blanketed by highly dissected alluvial fan deposits consisting of volcanic clasts. This was confirmed by our site visit which observed localized surficial deposits of volcanic gravel and cobbles. The orientation of a bedding surface within the mudstone of the Petaluma Formation was measured striking about north 55° west and dipping about 35° to the northeast. This orientation is generally consistent with those plotted by Huffman et al., (1980), and Wagner et al., (2005) in the vicinity of the site. Portions of the Wagner et al., (2003) and Huffman et al., (1980) geologic maps including the subject property, are presented on Plates 3 and 4, respectively.

**Landslides** - Mapping by Wagner et al., (2003) did not indicate the presence of landslides at the site. Slope stability mapping by Huffman et al., (1980) indicated the presence of a landslide outside and immediately adjacent to the northwest perimeter of the subject property. This was confirmed by our site visit. Mapping by Dwyer et al., (1976), indicated the presence of probable and questionable landslides within the subject property and noted areas of soil creep southwest of the property. The location of the probable and queried landslides roughly matches the location of slope failures observed during our site visit. Portions of the Huffman et al., (1980) Slope Stability map is presented on Plate 5. The location of the probable and questionable landslides as mapped by Dwyer (1976), have been included in the Exploration Plan, Plate 2. As previously discussed our site visit observed active and apparently dormant landslides and areas of significant soil creep within the subject property. Areas of observed landsliding are indicated on the Exploration Plan Plate 2

**Faulting and Seismicity** - We did not observe landforms within the area that would indicate the presence of active faults and the site is not within a current Alquist-Priolo Earthquake Fault Zone (Bryant and Hart, 2007). Therefore, we believe the risk of fault rupture at the site is low. However, the site is within an area affected by strong seismic activity. Several northwest-trending Earthquake Fault Zones exist in close proximity to and within several miles of the site (Bortugno, 1982). The shortest distances from the site to the mapped surface expression of these faults are presented in the table below.

<b>ACTIVE FAULT PROXIMITY</b>	
<b>Fault</b>	<b>Distance-Miles</b>
San Andreas	18 SW
Healdsburg-Rodgers Creek	1½ E
West Napa	18½ SE
Maacama	20½ N

**DISCUSSIONS AND CONCLUSIONS**

Based upon the results of our geologic data review and reconnaissance, we judge that there are geologically feasible building envelopes to construct a single-family residence and leachfields within the subject property. The primary geotechnical considerations and potential mitigating measures recommended for building site development are discussed in the following paragraphs. These conclusions are preliminary and will need to be verified or modified during final design following a detailed site specific subsurface exploration, laboratory testing and geotechnical engineering evaluation, as recommended herein.

**Landslides** – Potentially active and historic landslides were observed within the subject property and there general location has been included in the Exploration Plan Plate 2. These areas are not suitable for construction. To minimize the risk of slope instability affecting the future residence building development minimum setbacks of 50-feet from existing landslides should be maintained.

**Adverse Soil and Bedrock Conditions-** Our site visit encountered evidence of highly plastic and potentially expansive near surface soils and bedrock. Highly plastic and potentially expansive material is susceptible to shrinking and swelling with changing moisture conditions and susceptible to creep on slopes of 10:1 or steeper. Highly plastic and expansive material are generally not suitable for use as engineered fill in structural areas or behind retaining walls and can cause significant damage to asphaltic pavements and concert flatwork if not addressed during design. If engineered fill is required for the project it will likely have to be imported or the existing onsite material be treated to reduce its expansion potential. Nonstructural fills and cut slopes in plastic/expansive material are subject to higher than average erosion and may have to be constructed at lower than average gradients to minimize these risks. These materials pose challenges to construction which can be addressed during the final design process.

**Adverse Dip Condition-** Assumed bedding surfaces within Petaluma Formation were measured striking about north 55° west and dipping about 35° to the northeast. This orientation may pose an

adverse apparent dip condition during deeper construction excavations that may result in localized temporary cut failures. Areas affected by this condition can be identified during the final design process.

**Residence Locations** - To reduce the risk of slope instability, future residence building development should be setback approximately 50-feet from breaks in slope of 2:1 or steeper. In addition pervasive soil creep was observed across the subject property. In areas of highly plastic near surface deposits soil creep can occur on slopes as moderate as 10:1 (horizontal to vertical) and must be taken into account during the design of any residential development on the property. Several design strategies can be employed to minimize the risks of slope instability in highly plastic and creep prone soils. These include but are not limited to removal and replacement of the highly plastic creep prone soil with properly buttressed engineered non-expansive fill, or the use of deepened foundation systems which extend through the zone of significant moisture variation and have been designed to resist soil creep. Criteria for the design of such systems should be developed by a site-specific geotechnical study as recommended in the supplemental services section of this report. Our site observations have been included on our Exploration Plan, Plate 2. The Exploration Plan includes the approximate locations of geotechnical concern as well as a qualitative delineation of the subject property in terms of buildability. For the purpose of our report the subject property has been delineated into Zones A, B, and C which have been described below. These Zones are intended to serve as an aid to the preliminary project design. Future building envelopes should be evaluated by a site specific geotechnical investigation;

**Zone A** - Represents areas of relatively low slope gradient and minimal geotechnical concern for residential construction, including access roads and septic systems.

**Zone B** - Represents areas of moderate slope gradients. Site conditions include hummocky terrain and extensive surface cracking indicating active soil creep. Construction within Zone B will likely require more extensive geotechnical design, including but not limited to; structural design of foundation elements to resist creep forces; the use of hillside grading techniques, and surface and subsurface drainage considerations.

**Zone C** - Represents areas of high slope gradients or areas with existing slope failures, active surface erosion, and/or areas adjacent to ephemeral or seasonal drainages. Construction within Zone C is not recommended.

**Septic Area Development** – Our investigation included the evaluation of three potential septic areas which are indicated on the Exploration Plan Plate 2. They have been labeled S-1 through S-3. Specific concerns for each area are noted below.

**S-1** – Proposed septic area at location S-1 appeared to be located in a stable area of gentle to moderate slopes. It is our opinion the proposed septic area at S-1 can be constructed without detrimental effects to slope stability.

**S-2** – Proposed septic area at location S-2 appeared to be located in a stable area of gentle to moderate slopes. It is our opinion the proposed septic area at S-2 can be constructed without detrimental effects to slope stability.

**S-3** – Proposed septic area at location S-3 appeared to be located in a stable area of gentle to moderate slopes. It is our opinion the proposed septic area at S-3 can be constructed without detrimental effects to slope stability. Our site visit observed steep

slopes (1:1 to 3:1 (horizontal to vertical)) to the south and the east of the proposed septic area which appeared to be experiencing soil creep. In addition a historic landslide was observed to the northeast. The potential septic area should be set back a minimum of 50 feet from these steep and potentially unstable slopes

**Erosion and Site Drainage** - The long-term satisfactory performance of residential development constructed on hillsides results primarily from strict control of surface runoff and subsurface seepage. The site's surface soils have a moderate to high erosion potential depending on slope inclination. Uncontrolled erosion could induce sloughing or landsliding. Downspouts from the future residences should discharge into closed glued pipes that empty away from unstable areas and onto erosion resistant areas or existing natural drainages. Discharge downspout points need to be protected against erosion and sloughing by energy dissipators such as rip-rap and gabions, or equivalent protective and energy dissipating measures, as appropriate.

Roof runoff needs to be collected and disposed of into a storm drain system in a positive and harmless way. This could be accomplished with roof gutters, downspouts or closed-pipe conduits. Subsurface seepage can be controlled with perimeter foundation drains or accentuated positive drainage around structures.

**Faulting** - We did not observe evidence of active faults at the site, and the site is not located within such a zone as identified by the State Geologist. Since historical occurrence of surface faulting generally follows the trace of the most recent fault rupture, we judge the potential for surface fault rupture at the site is low.

**Seismicity** - As throughout the entire Northern California region, ground shaking from earthquakes represents a significant geologic hazard to development. New structures are expected to experience very strong to violent earthquake shaking during their design life. The intensity from ground shaking is dependent on several factors including the distance from the site to the earthquake focus, magnitude of the earthquake and the response of the underlying soil and rock. Severe ground shaking could induce slope failure, therefore setbacks from steep slopes should be established and strictly adhered to or foundations designed to reduce this hazard.

## SUPPLEMENTAL SERVICES

RGH Consultants should perform a detailed geotechnical study prior to the construction of the residence. The study should include test borings or backhoe pits, laboratory testing and engineering analyses. The geotechnical study should address specific design and locating aspects of each planned residential development and the data generated should be incorporated into the project plans. The plans should then be reviewed by the geotechnical engineer prior to receiving bids for planned work.

## LIMITATIONS

This report has been prepared by RGH for the exclusive use of John and Becky Chevalier to evaluate the geologic feasibility of residential development within the proposed property.

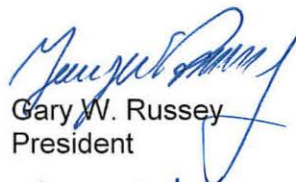
Our services consist of professional opinions and conclusions developed in accordance with generally accepted geologic principles and practices. We provide no warranty, either express or

implied. Our conclusions and recommendations are based upon the information provided to us regarding the proposed construction, the results of our field reconnaissance, data review; and professional judgment. As such, our conclusions and recommendations should be considered preliminary and for feasibility and planning purposes only. A subsurface study, such as recommended herein, may reveal conditions different from those inferred by surface observation and data review only. Such subsurface study may warrant a revision to our preliminary conclusions.

Site conditions and cultural features described in the text of this report are those existing at the time of our field reconnaissance on October 5<sup>th</sup> and 8<sup>th</sup>, 2015, and may not necessarily be the same or comparable at other times. The scope of our services did not include an evaluation of groundwater availability, environmental assessment or a study of the presence (or absence) of hazardous, toxic or corrosive materials in the soil, surface water, groundwater or air on, below, or around this site, nor did it include an evaluation or study for the presence (or absence) of wetlands.

We trust this provides the information you require at this time. We are available to provide additional evaluation during your planning phase and can present a proposal for the recommended supplemental services, as appropriate. If you have questions or wish to discuss this further, please call.

Very truly yours,  
RGH Consultants

  
Gary W. Russey  
President

  
Joshua Kilgore  
Project Geologist



Distribution

John and Becky Chavelier  
751 Brett Avenue  
Rohnert Park, California, 94928  
(1,0e)

Adobe Associates, Inc.  
Attn: Steve Brown  
1220 North Dutton Avenue  
Santa Rosa, CA 95401  
[SBrown@adobeinc.com](mailto:SBrown@adobeinc.com)  
(3,1e)

GWR:JNK:jnk:ejw

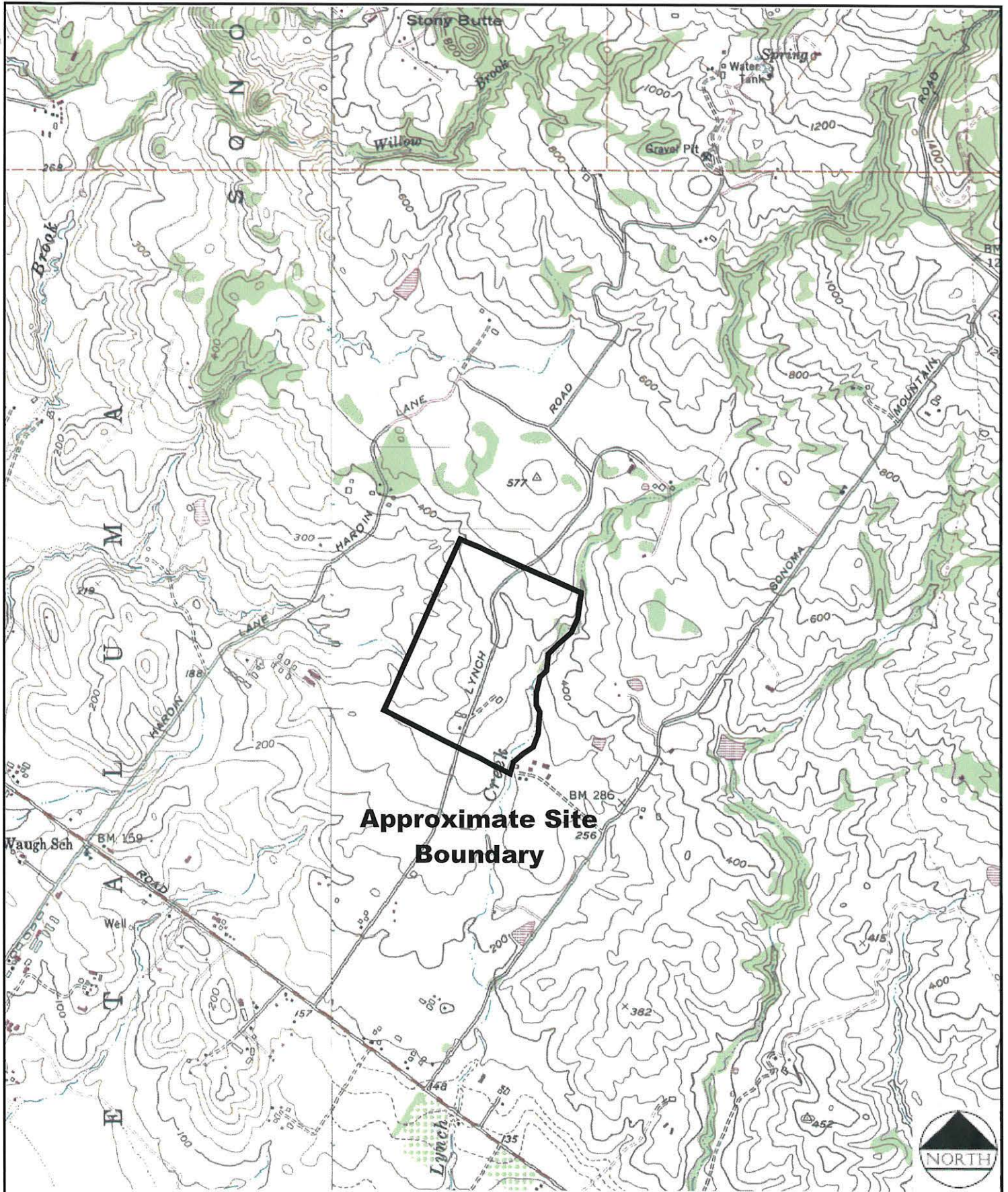
s:\project files\3251-3500\3277\3277.01.01.1 1925 lynch road\prelim geologic reconn report final.doc

Attachments: Plates 1 through 5

## REFERENCES

- Bortugno, E.J., 1982, Map Showing Recency of Faulting, Santa Rosa Quadrangle in Wagner and Bortugno, Geologic Map of the Santa Rosa Quadrangle: California Division of Mines and Geology, Regional Geologic Map Series, Map No. 2A, Santa Rosa Quadrangle, Scale 1:250,000.
- Bryant, W.A., and Hart, E.W., Interim Revision 2007, Fault-Rupture Zones in California; California Geological Survey, Special Publication 42, p. 21 with Appendices A through F.
- Dwyer, M.J., Noguchi, N., and O'Rourke, J., 1976, Reconnaissance Photo-Interpretation Map of Landslides in 24 Selected 7.5-Minute Quadrangles in Lake, Napa, Solano, and Sonoma Counties, California: U.S. Geological Survey OFR 76-74, 25 Plates, Scale 1:24,000.
- Huffman, M.E., and Armstrong, C.F., 1980, Geology for Planning in Sonoma County, California: California Division of Mines and Geology Special Report 120, 31 p., 5 plates.
- Wagner et al., 2003, Geologic Map of the Glen Ellen 7.5' Quadrangle, Sonoma and Napa Counties, California: A Digital Database.
- WAC Corporation, Sonoma County, 1996, Black and White Aerial Photographs, Roll 17, Frames 134 and 135, Approximate Scale 1"=2000'.





Reference: Maptech Topoquad, Glen Ellen, California Quadrangle

Scale: 1" = 2000'

**RGH**  
CONSULTANTS

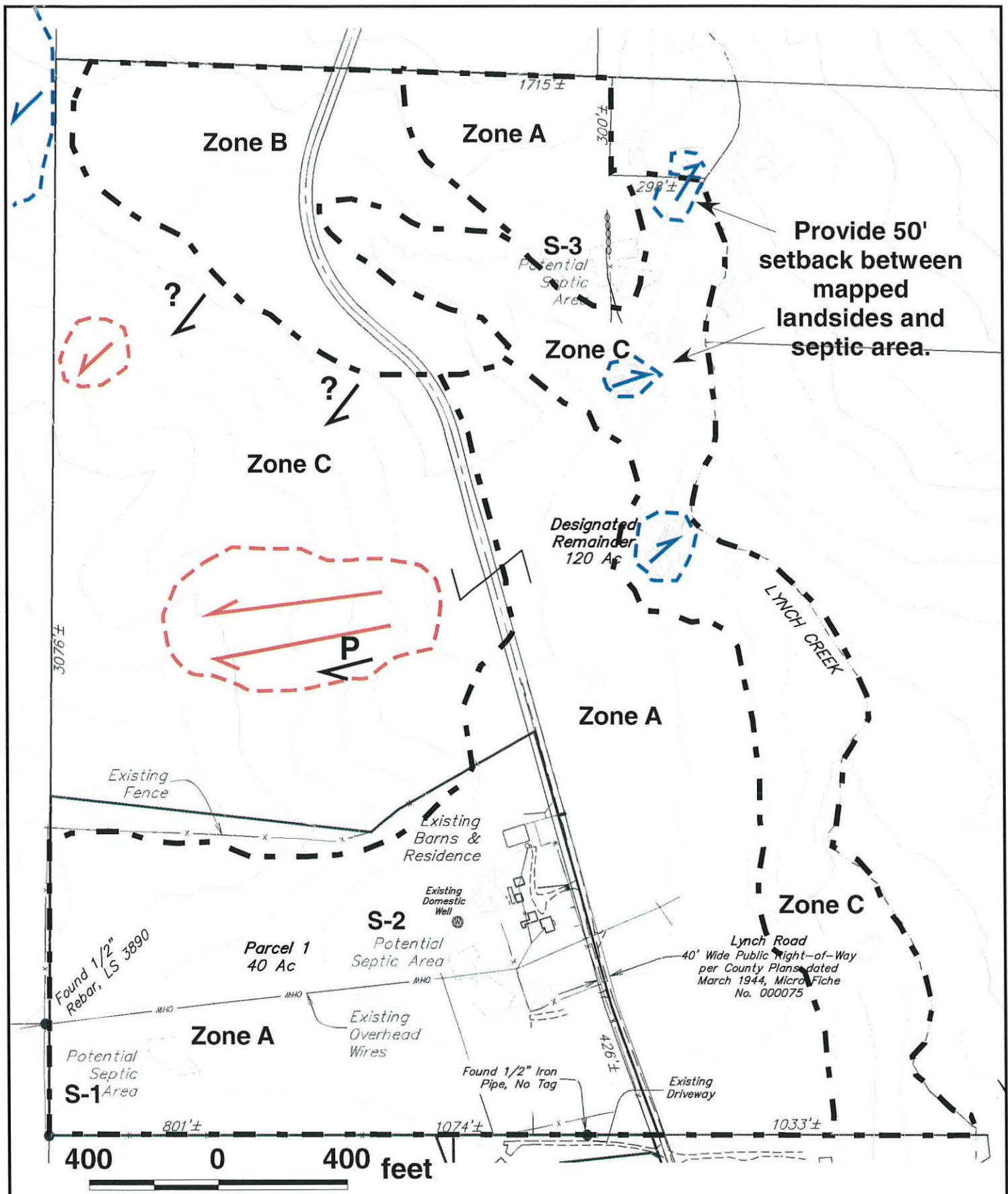
**SITE LOCATION MAP**  
Preliminary Geologic Reconnaissance  
1925 Lynch Road  
Petaluma, California

PLATE

1

Job No: 3277.01.01.1

Date: OCT 2015



Reference: Tentative Map, Lands of Deniz, 1925 Lynch Road, Petaluma, Ca, by Adobe & Associates, 9/21/15 Scale: 1" = 400'






**RGH**  
CONSULTANTS

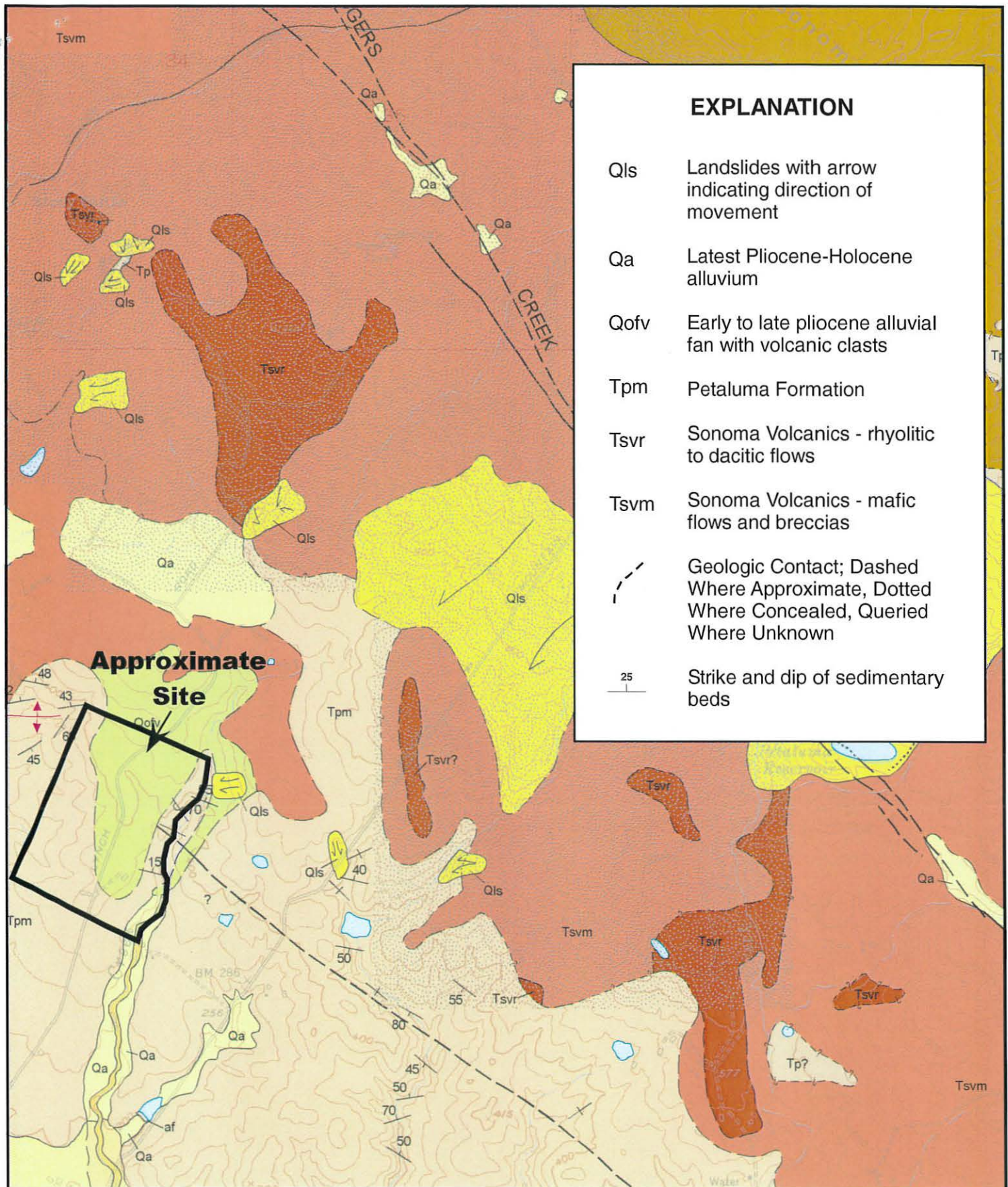
**EXPLORATION PLAN**  
Preliminary Geologic Reconnaissance  
1925 Lynch Road  
Petaluma, California

PLATE  
**2a**

Job No: 3277.01.01.1 Date: OCT 2015

## EXPLANATION

- Zone A** Areas of relatively low slope gradient and minimal geotechnical concern for residential construction including access roads and septic systems.
- Zone B** Areas of moderate slope gradients. Likely to experience soil creep, likely requiring more extensive geotechnical design for residential construction.
- Zone C** Areas of high slope gradients with existing slope failures, active erosion and/or areas adjacent to ephemeral or seasonal drainages. Not recommended for construction.
-  Approximate contact between Zones. Zone classification should be verified during a site specific geotechnical investigation.
-  Older - Dormant Landslide with arrow indicating direction of movement.
-  Recent Landslide with arrow indicating direction of movement.
-  Approximate location of a probable landslide as mapped by Dwyer et al., (1976).
-  Approximate location of a questionable landslide as mapped by Dwyer et al., (1976).
- S-1** Approximate location of proposed septic areas as detailed on the Tentative Map, Lands of Deniz, 1925 Lynch Road, Petaluma, Ca, by Adobe and Associates, 9/21/15.



### EXPLANATION

- Qls      Landslides with arrow indicating direction of movement
- Qa      Latest Pliocene-Holocene alluvium
- Qofv    Early to late pliocene alluvial fan with volcanic clasts
- Tpm    Petaluma Formation
- Tsvr    Sonoma Volcanics - rhyolitic to dacitic flows
- Tsvm    Sonoma Volcanics - mafic flows and breccias
- Geologic Contact; Dashed Where Approximate, Dotted Where Concealed, Queried Where Unknown
- Strike and dip of sedimentary beds

Reference: Preliminary Geologic Map, Glen Ellen Quadrangle, Wagner et al., 2003

Scale: 1" = 2000'

RGH

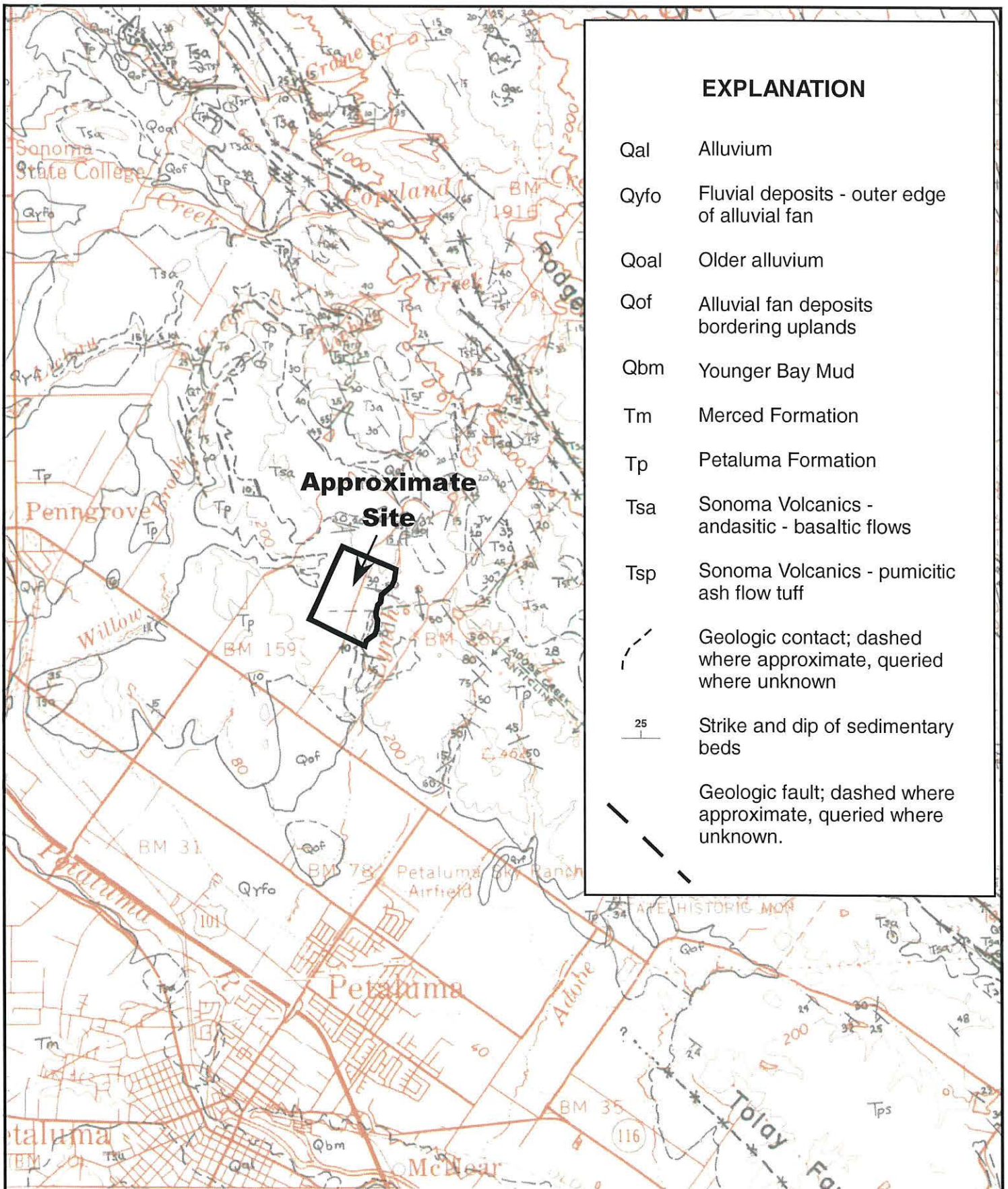
CONSULTANTS

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Job No: 3277.01.01.1      Date: OCT 2015

Preliminary Geologic Reconnaissance  
 1925 Lynch Road  
 Petaluma, California

PLATE  
**3**



Reference: California Division Of Mines and Geology SR120, Geologic Map, Huffman et al, 1980.

Scale: 1:62,500

**RGH**  
CONSULTANTS

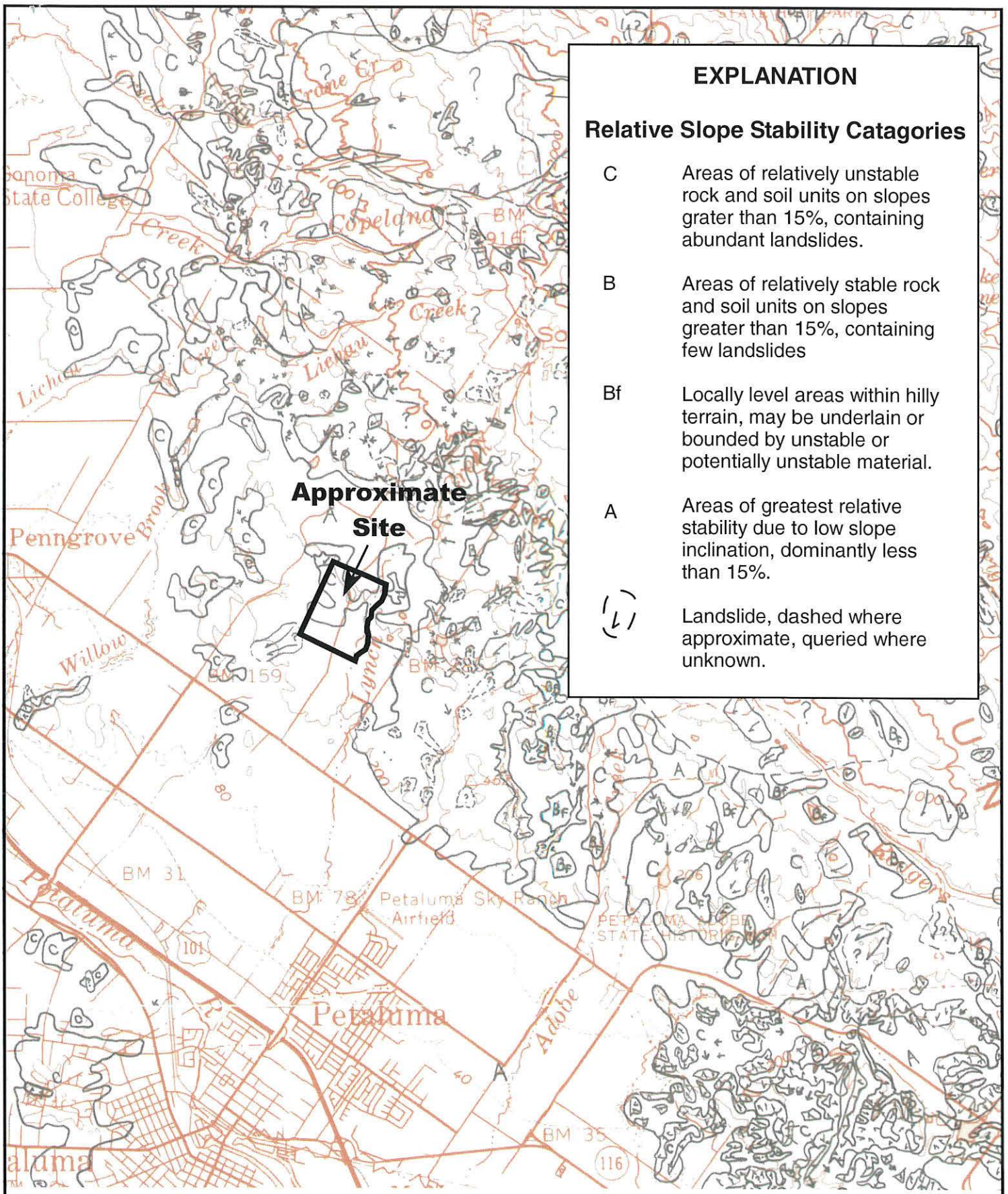
**REGIONAL GEOLOGIC MAP**  
Preliminary Geologic Reconnaissance  
1925 Lynch Road  
Petaluma, California

PLATE

**4**

Job No: 3277.01.01.1

Date: OCT 2015



**EXPLANATION**

**Relative Slope Stability Categories**

- C Areas of relatively unstable rock and soil units on slopes greater than 15%, containing abundant landslides.
- B Areas of relatively stable rock and soil units on slopes greater than 15%, containing few landslides
- Bf Locally level areas within hilly terrain, may be underlain or bounded by unstable or potentially unstable material.
- A Areas of greatest relative stability due to low slope inclination, dominantly less than 15%.
- (L) Landslide, dashed where approximate, queried where unknown.

Reference: California Division of Mines and Geology SR120, Slope Stability, Huffman, et al., 1980 Scale: 1:62,500



**REGIONAL LANDSLIDES AND SLOPE STABILITY**  
 Preliminary Geologic Reconnaissance  
 1925 Lynch Road  
 Petaluma, California

PLATE  
**5**

Sonoma County Certificate of Compliance  
**REVIEW**



**SONOMA COUNTY PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

---

**FOR REVIEW BY THE BOARD OF SUPERVISORS  
MEETING OF MARCH 20, 2018**

**Item #1** File: PLP 18-0002

Applicant: Ray Carlson & Assoc.

Owner: Ehren Jordan

Staff: Keri Rynearson

Location: 4104 Canfield Rd., Sebastopol; Sup. Dist.: 2

APN: 025-090-002

Zoning: LEA, B6, 60 Z RC 50/50

# Requested: Two ACC's

Size: Parcel 1: 42.47 ac  
Parcel 2: 5.11 ac.

Improvements: Parcel 1: Residence with Out Buildings  
Parcel 2: None

Services: None

# Approved: Two ACC's

Criteria: These parcels are considered legally separate as they were created by conveyance (grant deed or Government Patent) in which fewer than five parcels were created prior to March 1, 1967

**Parcel 1:** Created by: Book 280 of Deeds, Pg. 276  
Reference Documents: None

**Parcel 2:** Created by: Book 261 of Deeds, Pg 340  
Reference Documents: Book 859 of Official Record, Pg. 532 (Exception: Book 399 of Deeds Pg 399)

---

Appeal Deadline: March 23, 2018



**Sonoma County Project Review and Advisory Committee**  
**ACTIONS**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: March 15, 2018

**COMMITTEE MEMBERS**

Keith Hanna, Sanitation - Vice Chair  
Blake Hillegas, Planning - Secretary  
Shelley Janek, Agricultural Commissioner's Office  
Laurel Putnam, Department of Transportation and Public Works  
Yoash Tilles, Grading and Storm Water  
Becky Ver Meer, Health Specialist  
Leonard Gabrielson, Surveyor - Chair

**REGULAR CALENDAR**

Item No: 1  
Time: 9:05 a.m.  
File No.: MJS00-0007  
Staff: Gary Helfrich  
Applicant: Brelje & Race  
Owner: Airport Business Center  
Con't from: n/a  
Env. Doc: Categorical Exemption  
Proposal: Request for a one-year extension of time to meet conditions for a previously approved Major Subdivision of 24.51 acres of vacant industrial land into seven parcels of 2.47, 2.72, 2.73, 2.80, 3.02, 3.05, and 4.92 acres in size located at 1733 and 1749 Aviation Boulevard, Santa Rosa; APNs 059-271-004 and -045. Supervisorial District 4.  
Location: 1733 and 1749 Aviation Blvd., Santa Rosa  
APNs: 059-271-004 and -045  
District: 4  
Zoning: MP (Industrial Park), B6 - 1-acre average lot size, F1 (Primary Flood Zone), VOH (Valley Oak Habitat)  
Action: Keith Hanna moved to find this project Categorical Exempt from CEQA and approve the one-year extension of time for the subdivision subject to Findings and Conditions. Seconded by Blake Hillegas and passed with a 5-0-2 vote.  
Appeal Deadline: 10 calendar days

**Vote:**

Keith Hanna: Aye  
Blake Hillegas: Aye



Sonoma County Project Review and Advisory Committee Actions  
March 15, 2018

Shelley Janek: Absent  
Laurel Putnam: Aye  
Yoash Tilles: Aye  
Becky Ver Meer: Absent  
Leonard Gabrielson: Aye

Ayes: 5  
Noes: 0  
Absent: 2  
Abstain: 0

Item No: 2  
Time: 9:05 a.m.  
File No.: CMO17-0008  
Staff: Brian Millar  
Applicant: BC Engineering Group  
Owner: Stuart Cooper  
Con't from: n/a  
Env. Doc: Categorical Exemption  
Proposal: Request for a Certificate of Modification to relocate a building envelope for the construction of a single-family residence within a Visual Corridor as designated within the Bennett Valley Area Plan. Original Parcel Map 5357.  
Location: 5289 Sonoma Mountain Road, Santa Rosa  
APN: 049-030-085  
District: 1  
Zoning: RR B6 15/5, RC50/50 SR with an allowable density of one unit per acres and combining zones for Riparian Corridor and Scenic Resources

Action: Blake Hillegas moved to deny the request to establish a new building envelope within the Bennett Valley Area Plan Visual Corridor as mapped on the Critical Open Space map. Seconded by Laurel Putnam and passed with a 3-2-2 vote.  
Appeal Deadline:

**Vote:**

Keith Hanna: No  
Blake Hillegas: Aye  
Shelley Janek: Absent  
Laurel Putnam: Aye  
Yoash Tilles: Aye  
Becky Ver Meer: Absent  
Leonard Gabrielson: No

Ayes: 3  
Noes: 2  
Absent: 0  
Abstain: 0



County of Sonoma  
Permit & Resource Management Department

***Sonoma County Board of Zoning Adjustments***  
***ACTIONS***

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

March 15, 2018  
Meeting No.: 18-02

**ROLL CALL**

Todd Tamura  
Komron Shahhosseini  
Cameron Mauritsen for Ariel Kelley- Absent  
Pamela Davis  
Greg Carr, Chair

**STAFF MEMBERS**

Jennifer Barrett  
Hannah Spencer  
Deisy Vargas, Secretary  
Leslie Thomsen, Deputy County Counsel

**BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR**

Item No.: 1  
Time: 1:05 P.M.  
File: UPE16-0063  
Applicant: Patricia A. Mazzucco  
Owner: Patricia A. Mazzucco Trust  
Cont. from: N/A  
Staff: Hannah Spencer  
Env. Doc: Statutory Exemption 15270, Projects Which Are Disapproved  
Proposal: Request for a Use Permit to legalize a fence exceeding the maximum allowed height within the front yard setback on a corner lot.  
Location: 17501 Sunset Way, Agua Caliente  
APN: 056-312-001  
District: 1

Sonoma County Board of Zoning Adjustments Actions

Date: March 15, 2018

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Zoning: R1 (Low Density Residential), B6-5 DU (5 Dwelling Units per Acre), X  
(Vacation Rental Exclusion Combining)

Action: Commissioner Carr motioned to continue the item on June 7, 2018 at 1:05  
PM. Seconded by Commissioner Shahhosseini and passed with a 4-1 vote.

Appeal Deadline: 10 Days

Resolution No.: N/A

**Vote:**

Commissioner Tamura

Commissioner Shahhosseini

Commissioner Mauritson

Commissioner Davis

Commissioner Carr

Ayes: 4

Noes: 0

Absent: 1

Abstain: 0

**Minutes approved: December 21, 2017**